

AGREEMENT BETWEEN THE
WEST CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION
AND THE
CITY OF NEW PORT RICHEY
EFFECTIVE OCTOBER 1, 2010, THROUGH SEPTEMBER 30, 2013

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ARTICLE 1: PREAMBLE

Section 1. This Agreement is entered into by and between, the City of New Port Richey, a municipality in the State of Florida, hereinafter called the “Employer” and the West Central Florida Police Benevolent Association, hereinafter referred to as the “PBA”. This labor agreement is applicable for employees as defined in Certification Number 583 issued to the West Central Florida Police Benevolent Association in accordance with the certification granted by the Public Employees Relations Commission on June 25, 1982.

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

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 June 25, 1982, comprised of all full time employees within the City of New Port Richey Police Department employed in positions as follows: Police Sergeants, Patrol Officers, Detectives, Corporals, and Dispatchers.

All other employees in other ranks within the police department and all other positions within the City of New Port Richey are excluded from this bargaining unit.

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 REPRESENTATIVE

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 time off with pay for the purpose of negotiations during his regularly scheduled shift for the day pursuant to Section 2. In no situation shall the time off from duty result in the computation of or the payment of overtime.

Section 2. Time off the job with pay to process grievances shall be granted 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 the PBA representatives for the conduct of Union organized meeting 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 work areas of the New Port Richey Police Department.

Section 5. Any time off for employees and access to the New 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.

Section 6. All union business, with the exception of authorized grievance or discipline representation, is to be conducted off City property.

ARTICLE 4: MANAGEMENT'S RIGHTS

Section 1. Except as specifically and expressly abridged limited or modified by the written terms of this agreement, all of the rights, powers and authority previously possessed or enjoyed by the City of New Port Richey prior to this agreement are retained by the City, and may be exercised without prior notice to or consultation with the PBA.

Section 2. Nothing in this agreement shall be construed so as to limit or impair the right of the City to exercise its sole and exclusive discretion on all of the following matters, providing such exercise is not inconsistent with the express terms of this agreement:

- A. To manage the Police Department and exercise sole and exclusive control and absolute discretion over the organization and the operations thereof.
- B. To determine the purpose and functions of the Police Department and its constituent divisions, bureaus, and units.
- C. To perform those duties and exercise those responsibilities which are assigned to the City by Federal and State Law, City ordinance or by City regulation.
- D. To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the City to be necessary for the operation and/or improvement of the Police Department, and to select manage and direct management, administrative, supervisory and other personnel.
- E. To alter or vary past practices and otherwise to take such measures as the City may determine to be necessary to maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby, provided that such exercise is consistent with the express terms of this agreement.
- F. To set the methods means of operations and standards of services to be offered by the Police Department and to contract such operations/services to the extent deemed practical and feasible by the City in its sole discretion.
- G. To determine and redetermine job content, workload and workforce size.
- H. To decide the number, location, design, and maintenance of the Police Department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary to the City.
- I. To determine the qualifications of all employees of the Police Department. To select, examine, hire, classify, train, lay off, assign, schedule, retain, transfer, promote, direct and manage all employees of the Police Department.
- J. To select supervisory and managerial personnel from the working forces strictly on the basis of management's determination of individual ability based on competitive examination, performance evaluation, seniority, special skills, classifications, and other job related elements at the discretion of the City.
- K. To discharge, demote or suspend any employee of the Police Department, and to take other disciplinary action against such employees, or to relieve such employees from duty for just cause.

L. To increase, reduce, change, modify or alter the size and composition of the work force.

M. To establish, change or modify the number, types and grades of positions/employees assigned to a division, bureau, unit or project of the Police Department.

N. To determine the extent of its operations. To determine when any part of the complete operation shall function or be halted and to determine when, where and to what extent operations/services shall be increased or decreased.

O. To establish, change or modify employee duties, tasks, responsibilities or requirements.

P. To make, issue, publish, modify and enforce policies, procedures, rules and regulations as the City may from time to time deem appropriate.

Q. To grant merit increases to bargaining unit employees as the City, in its sole discretion, may determine to be necessary or deserved.

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

Section 3. The City Council has sole authority to determine and redetermine the purpose and mission of the Police Department.

Section 4. If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including but not limited to; riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes or other similar catastrophes, any and all provisions of this Agreement may be suspended by the City during the time of the declared emergency, with the exception of pay scales and benefits.

Section 5. The City has the sole, exclusive right to direct the managerial, supervisory and administrative personnel, and any other person not covered by this Agreement, to perform any task in connection with the operation of the Police Department, whether or not normally performed by the employees within the bargaining unit.

Section 6. The selection process and assignment of supervisory and managerial personnel are the sole responsibility of management and shall not be subject to the grievance and arbitration procedures provided in this agreement.

Section 7. The PBA recognizes that the City and the Police Department have certain obligations to comply with Federal, State and local laws, ordinances, regulations, directives and guidelines which may be applicable to such matters as affirmative action, equal employment opportunity, etc., and shall cooperate in such compliance. Such matters shall not be subject to the grievance and arbitration procedures provided in this agreement.

Section 8. The City shall have the right, during the term of this Agreement, to terminate selected services / operations permanently. In such event, all obligations hereunder to its affected employees and to the PBA shall forthwith terminate. The City shall also have the right, from time to time during this agreement, to suspend selected services / operations in whole or in part, and during the period of such suspension this agreement shall also be suspended without liability in respect to either the PBA or the employees involved.

Section 9. The City hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of Florida and the United States as well as the Charter of the City of New Port Richey.

Section 10. Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to, as well as those issued after, the effective date of this Agreement, shall remain and be in full force and effect unless changed, modified or deleted by the City. The Police Chief or his designee shall notify the PBA Representative of the change prior to implementation. Final authority to change, modify or delete any rule or regulation rests with the City.

Section 11. It is expressly understood by and between the parties to this agreement that the City shall not be deemed to have waived or modified any of the rights reserved to the City under this Article by not exercising said rights either in a particular matter or in a particular manner.

Section 12. Nothing contained in this agreement shall abrogate the rights, duties and responsibilities of the City Manager, as provided by law.

Section 13. Nothing in this agreement shall limit the City in the exercise of its managerial functions. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives of management not specifically enumerated. The City can exercise only those managerial functions that do not violate or abridge this agreement.

Section 14. The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved from filing a grievance, but such grievance can be filed only on the grounds that the action complained of by him is in violation of the express written terms of this agreement.

Section 15. In the exercise of the above enumerated rights the City recognizes its obligations to bargain if the law requires over such rights or decisions that alter, modify or impact on hours, wages and terms and conditions of employment of bargaining unit employees. Nothing contained in this section shall prevent the City from implementing the proposed right or decision, but any settlement, agreement or legislative imposition finally reached as a result of negotiations shall be retroactive to the date of implementation.

ARTICLE 5: NO STRIKE PROVISION

Sec.1 The parties hereby recognize the provisions of Chapter 447 of the Florida Statutes. There will be no strikes, work stoppage, picketing in furtherance of a work stoppage, slowdowns, boycotts, or failure or refusal to perform assigned work by the employees or the Union, and there will be no lockouts by the City for the duration of this Agreement. The Union supports the City fully in maintaining normal operations. Any employee who participates in or promotes a strike, work stoppage, picketing in furtherance of a work stoppage, slowdown, boycott, or failure or refusal to perform assigned work shall be subject to disciplinary action, up to and including termination of employment.

Sec.2 The Union agrees that in any event of any strike, work stoppage, picketing in furtherance of a work stoppage, or interference with the operation of the City, the Union officers of the PBA and the local shall promptly and publicly disavow such strike and work stoppage and order the employees engaged in such activity to return to work.

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 West Central Florida PBA as the certified representative of all employees covered by this collective bargaining agreement shall not discriminate with regard to representation of any employee 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 without 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 a 60 minute response time of the Police Department.

ARTICLE 7: PBA BUSINESS

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 investigation, presenting, handling or settling grievances without the permission of the Chief of Police or his designee. PBA representatives (meaning both employee and non-employee) shall not contact any employee or other person concerning grievance matters or any other PBA business during either the working hours of any employee sought to be contacted without the permission of the Chief of Police or his designee of the employees involved. Said permission shall not be unreasonably denied.

Section 3. Copies of any Police Department General Orders and operating procedures affecting employees covered by this agreement shall be made available to the PBA when issued for information purposes.

Section 4. The City shall prepare and provide the PBA with a seniority list for this bargaining unit on an annual basis during the month of October. This list shall be deemed correct unless an objection is raised by the PBA or by a bargaining unit employee within thirty (30) calendar days after receipt. The PBA agrees to pay for the preparation, publication and issuance of the seniority list at a flat rate of Five (5) Dollars at the time of issuance. The seniority list shall reflect the employees' name, identification number, classification, salary, employment date, and classification date. The PBA agrees to pay for the preparation, publication and issuance of any additional seniority lists at a flat rate of fifteen (15) dollars each at the time of issuance.

ARTICLE 8: BULLETIN BOARD

Section 1. The employer agrees to provide space for one PBA Bulletin Board, the location of which shall be selected within thirty (30) calendar days of the implementation of this agreement. The location shall be determined by the Chief of Police or his designee in consultation with the PBA representative.

Section 2: The bulletin board will not exceed approximately 4' x 3' in size at the location as determined in Section 1 of this Article.

Section 3. Subject to the approval (non-grievable) of the Chief of Police, the PBA may post material on the bulletin board.

Section 4. All notices posted shall be signed by a PBA officially recognized representative and the PBA shall be responsible for all Union related material posted. All costs incident to preparing and posting of Union materials will be borne by the PBA and further, the PBA shall be responsible for maintaining the Union bulletin board in an orderly and neat condition.

Section 5. Duplicate copies of all notices posted shall be submitted to the Chief of Police or his designee for approval prior to posting.

Section 6. Under no circumstances shall the PBA post any material which might be interpreted as political in nature, denunciatory or inflammatory, or not in good taste. No material shall be posted which is derogatory of any person or organization, or which constitutes election campaign material for or against any person, organization, or fraction thereof, except that election material relating to internal West Central Florida PBA elections may be posted on the PBA authorized bulletin board.

Section 7. The PBA shall be held responsible and accountable that all notices be kept current, businesslike and non-accusatory.

Section 8. Under no circumstances shall the PBA tender for posting any notice containing material which might be interpreted as political in nature, or which tends to disparage or interfere with any elected or appointed officials or employees of a City.

Section 9. Any material found on the PBA bulletin board not on file and previously approved by the Chief of Police or in violation of any sections of the Article shall be promptly removed by the Chief of Police or his designee.

ARTICLE 9: 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 Administrator and the Personnel file on employees maintained by the Chief of Police. 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) calendar days of notification or 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. The Police Department and the PBA shall discuss the evaluation process and establish guidelines for the raters' use in preparing performance evaluations through the labor management committee.

Section 3. Written reprimands and letters of counseling shall be clearly stamped "not for use in determining more severe penalty" provided that a period of two years has elapsed. Suspensions shall be stamped in the same manner after a period of three years has elapsed. Suspensions and employee evaluations shall be a permanent portion of the employee's official personnel record.

Section 4. 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 10: INTERNAL INVESTIGATIONS

Section 1. The Employer agrees to comply with the provisions of Florida Statute, Chapter 112.532, known as the "Law Enforcement Officers' Bill of Rights."

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. Employees relieved from duty for alleged violations of the law or any City or departmental rules may remain on full salary and allowances depending upon the seriousness of the charge(s) at the absolute discretion of the city until such time as the charges have been investigated by the Chief of Police or his designee.

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:

- A. Unfounded
- B. Exonerated
- C. Not Sustained
- D. Sustained

The files referred to in this section are the 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 in 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 provisions of Florida Statute 112.532. Routine work discussions between supervisor and employee do not fall under this section.

Section 7. Members of the bargaining unit shall cooperate with the Department's internal investigations, as set forth in the Department's Policies and Procedures and in accordance with law. Bargaining unit members shall submit all necessary reports on time and in accordance with established Departmental procedures. Reports, written or oral, shall be truthful and complete and member shall not knowingly enter or cause to be entered any inaccurate, false or improper information.

ARTICLE 11: GRIEVANCE PROCEDURE

Purpose: The purpose of this article is to establish a procedure for the fair, expeditious and orderly adjustment of grievances and is to be used only for 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. A career service employee shall have the option of utilizing the City Grievance and Appeal Procedure or the grievance procedure established under this article, but such employee cannot use both a City Grievance and Appeal Procedure and a negotiated grievance procedure.

An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented in the determination of grievances arising under the terms and conditions of employment covered by this agreement. Nothing in this section shall be construed to prevent any employee from presenting, at any time, his own grievances, and having such grievances adjusted without the intervention of the bargaining agent.

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 a permanent employee provided however that this right shall be strictly limited to those matters where the PBA can factually 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 to 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. The term “employee” means any individual within the bargaining unit covered by this agreement.

d. The term “day” when used in this procedure, shall mean calendar days Monday through Friday, exclusive of holidays and weekends.

e. A “grievant” is an employee covered by this agreement.

Section 2. Grievance Procedure

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

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

b. The specific article and section of the labor agreement alleged to have been violated.

c. The action, remedy or solution requested by the employee.

d. Signature of 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 who will have three (3) calendar days to resubmit.

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’s option) and within ten (10) days after meeting 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. The City Manager shall indicate, in writing the disposition of the grievance to the grievant within ten (10) working days from receipt of appeal. The City manager reserves the right to convene a meeting at his discretion, with the grievant and the PBA representative, if applicable, prior to indicating his disposition of the grievance to the grievant. However, in grievances involving suspension or discharge, the City Manager shall convene such a meeting pursuant to labor management prior to the disposition of the grievance.

Step 3. If the grievance is not resolved by the City Manager’s response, then the PBA only may submit the grievance to arbitration.

a. If the PBA elects to appeal to arbitration, they may do so within ten (10) days after the City Manager’s response by requesting a sub-regional panel from Florida of proposed arbitrators from FMCS. The Federal Mediation and Conciliation Service shall be used and the arbitration proceedings shall be in accordance with the rules then existing of the FMCS.

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 on 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. In case of a grievance involving any continuing or other money claim against the employer, no award shall be made by the arbitrator which shall allow any alleged accruals for more than fourteen (14) calendar days prior to the date when such grievance shall have been submitted in writing.

e. 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 absent an appeal of the award as provided by law.

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

g. The decision of the arbitrator shall be final and binding upon the aggrieved employee, the PBA and the employer, subject to any limited right of appeal as provided by Chapter 682, Florida Statutes.

h. The arbitrator's fee and expenses shall be borne by the losing party as determined and shall be so stipulated by the arbitrator.

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

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

k. Only those grievances which directly concern or involve the interpretation or application of specific clause or section of this agreement may be submitted to arbitration. In no event shall arbitration be permitted for the following:

The interpretation, application, merits or legality of any state or local law or ordinance, including, specifically, all ordinances adopted by the City Council of the City of New Port Richey.

The merits or legality of any or all of the City's human resources or personnel rules and regulations, and the Police Department's General Orders.

Provided that none of the foregoing shall be construed in such a manner to prohibit the Union or a grievant from arbitrating an alleged contractual violation and nothing herein shall be deemed to be a waiver by the Union or a grievant that the provisions of this contract supersede all of the aforementioned citations except Federal or State law.

Section 3.

a. The time limits provided in this article shall be strictly observed, unless extended

by the City. 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 and 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 provided the grievant or the PBA timely requests advancement to the next step as measured from the date when the City's response was due.

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, even if such directives are allegedly in conflict with the provisions of this agreement. Compliance with such directives will 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 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 West Central Florida 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 on behalf of any 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. 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 file a grievance. The PBA is prohibited from filing a grievance on behalf of an employee on probation. However, employees on probationary status, with or without PBA assistance, may appeal to the Chief of Police for consideration but are precluded from the arbitration process.

i. The parties shall not be permitted to assert in any arbitration proceedings any evidence which was not submitted at the Step 2 level. However, nothing herein shall prevent the PBA from presenting live testimony that was not presented at the Step 2 level or any evidence which was not available or known to it at the time of the Step 2 phase of this procedure. Such evidence shall however be made available to the other party as soon as practicable prior to the hearing in order to provide an opportunity for settlement.

ARTICLE 12: SHIFT EXCHANGE AND SUBSTITUTES

Section 1. Employees covered by this agreement may exchange shifts that would otherwise be on-duty time under the following conditions:

- a. That the proper forms are submitted for approval at least twenty-four (24) hours in advance to the employee's immediate supervisor.
- b. That the person loaning or substituting for another will be covered by workman's' compensation in case of injury while working as a substitute but will not receive pay for the fill-in period.
- c. That the exchange of time be limited to one 8 hour shift per substitute within any 24 hour period.
- d. Necessary approvals, as determined by the Chief of Police or his designee, must be obtained prior to the substitution or exchange taking place.
- e. If the employee agreeing to exchange or substitute for another is sick for or during the scheduled and approved time exchange, his sick leave account will be -charged. In addition, a doctor's certificate attesting to the fact that he was too ill to work must be provided to the Chief of Police before any sick leave pay is authorized.
- f. The employee agreeing to exchange or substitute for another is obligated to remain on duty for the full period of time agreed to. An employee working in an exchange or substitute situation shall not be granted time off during the period of time agreed to.
- g. The employee being relieved will not be eligible for workman's' compensation for other associated benefits which would ordinarily be connected with an on-duty injury, but will receive his regular salary while off duty. The employee should receive workman's' compensation and other benefits while off duty provided that employee is injured while performing what otherwise would be a police function while off duty.
- h. Shift or duty time exchanges and substitutions must be paid back within sixty (60) calendar days. Compensating a fellow officer who accepts a trade with anything other than fulfilling the trade by working for that officer is strictly prohibited. Such action will be grounds for discipline up to and including termination.
- i. The proper form is hereby authorized for this purpose.

ARTICLE 13: VEHICLE 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 to assure it is in safe operating condition prior to use of operation. If an assigned vehicle is damaged and the damage has not been reported, the employee shall submit a written report to supervision.

A. 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 Municipal Maintenance Department shall be notified for appropriate disposition. The Municipal Maintenance Department 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 employee to work in a safe manner. Also, management will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from management, any employee or the PBA. Within thirty (30) days of receipt, the Police Department 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 such 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 employ of the department, he shall return all uniforms and safety equipment to the department.

ARTICLE 14: PAY PROVISIONS

Section 1

For the first year of the Agreement (Oct.1, 2010 through Sept 30, 2011) bargaining unit members will be eligible for step increases. In years two (Oct.1,2011 through Sept 30,2012) and three (Oct.1,2012 through Sept 30,2013) of this Agreement all wage increases, including but not limited to step increases, are limited to the life of this agreement and no such increases will be given after expiration of this contract. All future step increases, if any, are subject to negotiation and agreement upon the reopening of this Article (14) during the life of the Agreement or a successor agreement by the parties prior to being paid. The actual step construction below remains as status quo for this Article on Pay Provisions.

WAGES: Based upon 2,080 yearly hours of work

Effective Date: 10/01/2010

Dispatchers:

Probationary	\$14.64
Dispatcher I	\$16.19
Dispatcher II	\$17.85
Dispatcher III	\$19.22

Police Officers:

Probationary	\$18.28
Patrol Officer I	\$20.19
Patrol Officer II	\$20.74
Patrol Officer III	\$21.22
Patrol Officer IV	\$22.26
Patrol Officer V	\$23.40
Patrol Officer VI	\$25.11
Master Patrolman I	\$25.67
Master Patrolman II	\$26.21
Corporal	\$ 27.09
Sergeant	\$29.18

Section 2. Cleaning Allowance

A. The employer agrees, pursuant to B, C, and D below, for the term of this agreement to continue the current cleaning allowance for those eligible as determined by the Chief of Police.

Dispatchers	\$500
Police Officers	500
Detectives	500
Corporals	500
Sergeants	500

B. At such a time the City determines that it would be in the best interest to contract the cleaning of uniforms to an outside cleaning establishment the City reserves the right to do so.

C. There shall be no payment of cleaning allowance to employees upon contracting out. The employer agrees for the term of this agreement, to pro-rate accrued payment for those eligible as determined by the Chief of Police up to the time of contracting out to an outside cleaning establishment.

D. The cleaning allowance shall be paid in two installments for those eligible and authorized. One payment on or about April 15th and one payment on or about September 15th, for each fiscal year ending on September 30th. Probationary employees shall be paid on a pro-rata basis up to the amount accrued from their original date of hire on the above date.

E. The PBA agrees that the employer shall not be required to further bargain over the impact of management decision to contract out the cleaning and maintenance of uniforms.

F. The City agrees that the pick up and delivery point for cleaning and maintenance will be at the police station.

Section 3. Clothing Allowances.

A. The employer agrees pursuant to B, C and D below, for the term of this agreement, to continue to make available a clothing allowance for appropriately designated employees after successful completion of their one (1) year probationary period.

B. The amount of the Clothing Allowance shall be up to a maximum of \$500 annually.

C. An employee who is designated as eligible to receive the Clothing Allowance shall be reimbursed up to the maximum amount authorized upon turning in proper receipts for appropriate clothing purchase and signing a certification form stating that all clothing purchased will be appropriate for the purpose of fulfilling their duties as Detectives or such payment shall be forfeited.

D. Upon producing proper receipts for appropriate clothing purchases, an employee may receive a Clothing Allowance reimbursement on or about September 15th for each fiscal year ending September 30th.

Section 4. Detective Allowance Pay. Employees who are formally assigned, approved, and classified by the Chief and the City Manager as Detectives shall receive twenty dollars (\$20.00) per week in a special payment. This will be paid on or about September 15, of each fiscal year.

Section 5. Uniforms and Equipment. The employer agrees to continue the current policies of providing uniforms and equipment.

Section 6 Entry Level Salary Arrangement. Management reserves the right to enter into an entry level salary arrangement with any newly hired employee based upon experience or qualifications at a level set by management at its sole discretion.

Section 7. Christmas and Holiday Bonus. Members of the bargaining unit are eligible for the same Christmas and holiday bonus offered other employees.

ARTICLE 15: HOLIDAYS

Section 1. The following holidays shall be observed on the City's stipulated day of observance:

- New Years' Day
- Martin Luther King, Jr.'s Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veterans' Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Four Floating Holidays
- One Personal Day

One additional personal leave day will be accrued after 5 years' seniority.

Section 2. Normally when a holiday falls on Saturday, the preceding Friday shall be observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday. This rule will normally be followed unless stipulated differently in a City list of observed holiday dates for a specific year.

Section 3. The City Manager shall determine when any department, operation or section or any portion thereof will be closed in observance of the holiday.

Section 4. An employee must be on active pay status for his entire scheduled hours of duty or work his normal schedule of hours, on his regularly scheduled working day immediately prior to a holiday and his regularly scheduled working day immediately following a holiday in order to qualify for holiday pay.

Section 5.- Employees who are scheduled and required by their supervisor to work on the day observed as a holiday must work that day to be eligible to earn the holiday. On the day that employee works the holiday the employee will be paid time and a half for those hours worked. An employee who is scheduled to work on the day observed as a holiday and reports sick will be charged sick for the day and be ineligible for holiday pay for that day. Section 4 of this Article will not apply to employees scheduled and required to work on the day observed as the holiday.

Section 6. Employees on annual leave, annual military leave, jury duty, medical leave, funeral leave and all other absences from duty and on active pay status on the calendar day the holiday is observed must use the holiday on the same calendar day that it is earned.

Section 7. Whenever possible, employees will be granted time off on holidays; however, an employee who is required to work on any such holiday whose normal day off occurs on such a holiday shall be paid an additional eight (8) hours at his straight time hourly rate of pay.

Section 8. The floating holidays may be taken at the employee's discretion subject to the approval of the Chief of Police or his designee.

Section 9.

A. The initial personal leave day shall be granted to all full time employees on their anniversary date of employment;

B. Personal leave shall not be accrued. Personal leave must be used in the anniversary year in which earned or the hours will remain as credited sick leave hours.

C. Personal leave hours will be subtracted from annual sick leave. In the event an employee does not have credited sick leave hours, he shall not be eligible for personal leave until sufficient sick hours are accrued.

ARTICLE 16: ANNUAL LEAVE (VACATION)

Section 1. Annual Leave Accrual Rate

A. Annual leave will be accrued on a monthly basis and computed as of the anniversary date of original hire of employees covered by this contract who have been continuously employed from the date of employment or re-employment.

Continuous Employment	Annual Accrual
Up to 5 Years' Service	12 days / 96 hours
5 to 6 Years' Service	13 days / 104.4 hours
6 to 7 Years' Service	14 days / 112.8 hours
7 to 8 Years' Service	15 days / 120 hours
8 to 9 Years' Service	16 days / 128.4 hours
9 to 10 Years' Service	17 days / 136.8 hours
10 or more Years' Service	18 days / 144 hours

B. Paid annual leave may not be taken during the first six (6) months of employment or re-employment.

Section 2. Carry-Over.

A. Annual leave is not cumulative and must be used during the year following the year in which it is earned. It is the City's policy that employees be absent from the job for vacation (rest and relaxation) purposes at least once a year for a minimum of two (2) weeks. The Chief of Police or his designees are responsible for the rescheduling of employees for annual leave purposes.

B. There shall be no carry-over of any annual leave hours in accordance with the stated policy above in Section 1A. The City Manager may, at his sole discretion, consider approving the carry-over due to operational requirements and based on the individual employee's written request, by August 1, stating the reasons why a carry-over of any hours should be considered.

Section 3. Usage.

A. After completion of six (6) months of continuous service, employees shall be eligible to use annual leave as accrued.

B. Annual leave for patrol officers shall normally be granted for periods of not less than one (1) working day. Annual leave for corporals or sergeants shall be utilized in periods of five (5) consecutive work days unless there is another supervisor regularly scheduled for work in which case shorter periods shall be approved.

C. Annual leave may, under unusual circumstances, be requested, scheduled and

approved in a minimum of four hour increments.

D. The request for annual leave shall be submitted, in writing, to the Chief of Police or his designee not less than ten (7) calendar days prior to the beginning of the leave. Annual leave may be taken only after the necessary approval(s) are obtained.

E. Scheduling of annual leave vacations shall be the exclusive right of the City. Such scheduling and approval of vacation requests shall be based upon the operational requirements of the New Port Richey Police Department as determined by the City and secondly, upon the length of service of the employee.

F. Annual leaves (vacations) shall not involve or require the use of extra or "relief" employees. The Chief of Police or his designee shall arrange vacation schedules and reallocate duties on a basis that result in a minimum of interference with the functions and operations of the Police Department.

G. Employees may not request paid annual leave for hours not earned and accrued. Annual leave with pay shall not be allowed in advance of being earned or accrued.

H. For the purposes of this Article, payment for all annual leave/vacation time is based on the employee's regular straight time hour's rate. The straight time hourly rate is exclusive of any premiums bonus or other type of incentive.

I. Holidays which occur during an employee's vacation period shall not be charged against his annual leave accrual.

Section 4. Payment of Unused Leave.

A. Employees who voluntarily leave City employment (retirement, resignation) shall receive all annual leave earned and "on the books" as of the date of leaving, provided that a minimum of two (2) weeks notice of resignation is received by the Police Department.

B. Employees who are terminated for just cause shall be eligible to receive payment for unused annual leave.

C. Payment for accrued annual leave shall not apply to employees having less than one (1) year of continuous employment. For annual leave purposes, re-employed or re-instated employees shall be considered new employees.

D. Employees placed on layoff status will receive pay for all accrued annual leave up to the time of the layoff at their straight time hourly rate.

E. Employees who die while in the employ of the City shall have all of their accrued annual leave paid to the spouse or estate as the case may be.

F. Employees shall not be paid for accrued annual leave in lieu of taking such leave.

G. No annual leave/ vacation pay will be made during a work stoppage or a strike.

ARTICLE 17: MEDICAL LEAVE

Section 1. Paid Medical Leave Program: Purpose and Policy

A. Medical leave with pay shall be provided to employees covered by this Agreement at no cost to the employees. Medical leave is deemed to be an income protection program for periods of working time that employees are unable to work due to illness or injury off the job. This program is considered a type of illness insurance policy to protect the employees pay during periods of inability to report to, and perform work. The medical leave program is to provide employees with basic salary during periods in which they are medically incapacitated and unable to perform their job assignment.

B. Employees getting sick in the performance of their duties or injured on the job will be covered under the Workman's' Compensation program.

C. Medical leave up to the amount accrued may be taken during an employee's probationary period. If the employee resigns or is terminated before the end of his or her probationary period, any medical leave taken will be reimbursed to the City by deduction from the employee's final pay.

D. Employees shall be ineligible for medical leave with pay for illness or injury sustained while engaged in outside employment.

E. Employees who die while in the line of duty shall have all of their accrued medical leave paid to the spouse or estate as the case may be.

F. Bargaining Unit members will be eligible for the City's Medical Leave Incentive Program as constituted or any substitute enacted for other employees.

G. Payment of Discontinued Sick Leave Program-Balances from the former discontinued system will be paid out under the stipulated options for payment at the time. Employees will have the option of receiving payment for their sick leave balance as of January 1, 1998, at its cash value upon their retirement; or, receiving a percentage of its value in two (2) installments. The amount of early payoff will be reduced depending upon the employee's age, length of service with the City, and length of time between the current calendar year and the point in time when the employee would reach eligibility for normal retirement. Such calculation shall be calculated in the same manner as for other City employees who became eligible for this plan in 1995.

Section 2. Rate of Accrual.

A. The hours of medical leave will be accrued on a monthly basis and computed as of the anniversary date of original employment or re-employment.

B. The annual accrual rate shall be ninety-six (96) hours per year.

Section 3. Request for Medical Leave.

A. An employee medically incapacitated to the extent that he/she is unable to work, shall personally notify his/her supervisor or other approved departmental representative at such time before the scheduled reporting time as designated by the department, giving the reason for the requested medical leave and the expected duration of the absence. Occasionally, circumstances may prevent an employee from personally notifying the department of a medical absence, in which case notification

may be made by another person. If an employee is not able to notify, and can substantiate this to the satisfaction of the Chief of Police or his designee, medical leave will be authorized.

B. Employees shall follow proper notification and absence request procedures for each day the employee is unable to work, unless prior approval specifically waiving this requirement is granted by the Chief of Police or his designee. Failure to properly report absences may cause an employee to be charged with an absence without leave.

C. If, and whenever, medical leave may appear to be abused, the employee claiming/requesting such leave may be required to furnish a physician's report to support the necessity for such absence. The City reserves the right in all cases of illness, or reported illness, to require the employee to furnish a physician's report. Abuse of medical privileges shall constitute grounds for disciplinary action.

Section 4. Extended Illness Recuperation.

A. Employees granted illness leave for medical reasons shall assist in promoting their recuperation by remaining at either their residence, another location approved in advance by the Police Chief or his designee, a hospital, or the attending physician. An employee authorized to be absent from work for extended illness reasons shall not engage in any recreational or work activities except upon receiving prior approval from his physician or the Police Chief or his designee. Abuse of extended illness leave privileges shall constitute grounds for disciplinary action.

B. Other places of recuperation shall be permitted under the following conditions:

1. Pre-authorization by a medical person in writing with specifics.
2. Pre-authorization must be on file with immediate supervisor and to include address and phone number,

C. Employees recuperating from an illness in which there was no involvement with doctors or hospitals may request, through the chain of command, another place of recuperation. Approval will be required in advance and address and phone number to be a part of the request.

D. In the event of a major illness, employees may solicit, and employees may voluntarily donate, accrued sick leave to the incapacitated member to continue financial stability following the exhaustion of his accrued sick leave. The amount of leave to be donated shall not exceed sixteen hours and the done must have at least 192 hours of accrued at the time of the donation.

Section 5. Management will use discretion in determining whether or not a visit is required to verify an employee's illness and a report made of the reasons for absence from duty.

Section 6. Should an employee be absent, claiming medical leave and fail to comply with the provisions of this Article, such employee shall then be charged with "leave without pay."

Section 7. Physicians' Report.

A. In order to utilize the medical leave with pay benefit under this Article for bona—fide illness or injuries which require an employee's absence from work, the Chief of Police or his designee may use discretion as to when a completed doctor's report signed by an attending physician is necessary. A completed Doctor's report shall be required in each case an employee is absent for more than three (3) consecutive days or for repeat/chronic revisits to the doctor for follow-up illness or injuries.

B. A doctor's report will not be accepted by department management unless they have been completed properly in full, including employee's return to duty, attending physician's diagnosis covering dates of treatment and recuperative period allowing for days off. The report will be signed by the attending physician and submitted for approval to the Chief of Police or his designee.

Section 8. Physical Performance Standard. Frequent claiming of medical leave benefits will constitute grounds that the physical condition of the employee is below the standard necessary for the proper performance of duties. The employee's physical condition will be reviewed by an authorized City physician, who shall recommend retention or separation.

Section 9. Dispatcher Illness. When dispatcher calls in sick or becomes ill while on duty, the shift supervisor shall contact available dispatchers and offer them the opportunity to work. This does not prohibit the supervisor from assigning another qualified person to such duty if no dispatcher is available.

Section 10. Nothing in this agreement shall be construed to require any action inconsistent with the Family Medical Leave Act.

ARTICLE 18: FUNERAL LEAVE

Section 1. Employees covered by this Agreement may be granted, upon approval of the Chief of Police or his designee, time off with pay at straight time rate, not to exceed three (3) consecutive working days, to attend the funeral in the event of a death in the employee's immediate family. Where a deceased immediate relative lived out of the State of Florida, the employee may, at the discretion of the City Manager, be granted five (5) consecutive working days.

Section 2. For the purpose of this article, the employee's immediate family shall be defined within City policy. Current policy is the employee's spouse, children, parent, grandmother, grandfather, brother, sister, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, legal guardian, or any relative living in the same household. City policy may change with an amendment to the City's Rules and Regulations.

Section 3. Funeral leave shall not be charged to annual or medical leave.

Section 4. Should an employee require additional time other than provided in Section 1 of this article, he may request the additional time from the Chief of Police or his designee. Any additional time used may be charged to annual leave if the employee has hours accrued that can be charged.

Section 5. If required by the Chief of Police or his designee, the employee shall provide proof of death in his immediate family as defined in Section 2 of this article before compensation is approved. The Chief of Police shall decide what proof is required.

ARTICLE 19: MILITARY LEAVE

Section 1. Employees covered by this commissioned reserved officers or personnel in the United States military or naval service or members of the Florida State National Guard, shall be entitled to leave of absence from their respective duties for such time as they shall be ordered to military service or field training in an active duty or active duty for training status, for a period not to exceed leave of absence with pay from their respective duties up to 240 hours or 30 (8 hr days) in any annual period, in accordance with Florida Statutes, Chapter 115.

Section 2. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. Such order or statement must accompany the formal request for military leave.

Section 3. When required to serve as stated above, employees will receive their regular pay from the City in accordance with Florida Statutes 115.

Section 4. Regular pay means the employee's straight time hourly rate not to include any premiums, bonuses or other type of incentives.

Section 5. Employees may elect to use annual leave in lieu of military leave and receive his regular City pay in addition to the military pay he would receive for such duty.

Section 6. Employees who are members of the Armed Forces Reserve or Florida National Guard shall be excused from work without pay to attend inactive duty training drills as required. Evidence of membership in the applicable organization shall be provided to the department by the employee. Requests for such absences from work can be made by the employee either orally or in writing. The submission of the applicable Reserve or National Guard training schedule will satisfy this requirement. Except upon declaration of civil emergency conditions, if there is a conflict between departmental scheduling and required military training, the department will make every effort to excuse the employee from work.

Section 7. Otherwise, the City will comply with the minimum requirements of any applicable State or Federal law or regulation, as amended.

ARTICLE 20: SENIORITY, LAYOFF AND RECALL

Section 1. Seniority.

A. City seniority is an employee's length of city service in continuous permanent status employment or reemployment from the first day of continuous permanent employment, provided the employee successfully completes his probationary period. City seniority shall be used for vacation and sick leave accruals, service awards and other matters based on length of City service. This date changes if the employee is in a non-pay status for one pay period or more; the anniversary date is then deferred by an equivalent amount.

B. Classification seniority is length of continuous service in classification. After successful completion of the probationary period, length of time in classification reverts to date of entry, transfer or promotion to present classification. The classification seniority date shall be used in connection with merit reviews, layoff consideration and promotional eligibility opportunities. This date will be adjusted an equivalent amount for a leave of absence with pay or disciplinary suspension for one pay period or more.

C. Employees shall lose all seniority as a result of the following;

Resignation

Retirement

Termination

Absence without permission or authorized leave for three (3) consecutive working days

Layoff exceeding one (1) year

Failure to report to the personnel department the intention of returning to work within five (5) days after receipt of the certified notice

Failure to return from military leave within the time limits provided by law

Section 2. Probationary Periods.

The probationary period shall be for a period of one (1) year from the first day of work following graduation from the Police Academy or for one (1) year in the classification from the date of employment if the new employee has previously fulfilled the requirements of the State of Florida Police Standards Board.

Section 3. Lay-off.

A. Whenever it becomes necessary to separate employees from the City's service, the City Manager shall determine the organizational units and classifications to be affected. The order of layoff is as follows:

1. Employees serving an initial probationary period.

2. Probationary employees promoted from a lower classification shall return to such lower classification.

3. Permanent employees.

B. It is understood that the needs of the City and the respective skills and abilities of the employees will be part of a variety of determining factors concerning layoffs. Individual factors will include: classification seniority, performance ratings and the recommendation of the Chief of Police.

C. 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 of abilities, and wishes to retain this individual in preference to a person with a higher rating as provided in Section 3B above, 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.

D. Any employee who is to be laid off will be given fifteen (15) working days notice or as much advance notice as possible depending upon the circumstances at the time.

E. Duties performed by any employee laid off may be reassigned to other employees already working.

Section 4. Recall.

A. Probationary employees laid off shall have their names placed on the eligible register from which they came in order of the respective ranking for no more than one (1) year.

B. Permanent employees who are laid off shall have their names placed in the layoff section of the eligible list for no more than one (1) year. They shall be given first opportunity for re-employment in the class from which they were laid off in the reverse order of ranking from which the layoff's occurred. The City Manager may, at his sole option, extend the eligible list for one (1) additional year.

C. Laid off employees who are re-employed within one (1) year from the date of layoff shall be credited with the medical leave balance accrued at the time of layoff, shall not have their eligibility for earning annual leave interrupted and shall be placed in the same pay grade and pay rate they were in at the time of layoff. If changes of grade have occurred during the time of layoff, appropriate adjustments shall be made for the individual upon his return to work.

D. The City will offer recall to laid off employees by certified mail to the last known address. Within seven (7) calendar days of the certified receipt date, laid off employees must signify their intention of returning to work to the personnel office.

E. Recall will be offered to laid off employees provided they are physically and otherwise qualified to perform the duties of the job. A laid off employee who is temporarily unable to accept due to medical reasons when offered re-employment may request a leave of absence not to exceed thirty (30) calendar days.

ARTICLE 21: 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 each applicable pay period and the funds deducted, minus the applicable service fee, 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 fourteen (\$0.14) cents per member per pay period for those who have authorized such deductions.

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 PBA dues and uniform assessments. These forms shall be made a part of this labor agreement.

Section 5. Payroll dues and/or uniform assessment authorizations are revocable at the employee's request upon thirty (30) days 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 uniform 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 shall agree to pay the employer a reasonable fee for any change in bargaining unit membership dues structure or uniform assessment structure, at the rate of twelve (\$0.12) cents times the number of members on PBA dues on the effective date of such changes. In addition, a flat fee of twelve dollars (\$12.00) shall apply to any fee schedule change including dues and assessments, dental plan or other type deduction. A check to cover this fee shall accompany any letter of change of notice.

Section 10. The PBA will indemnify, defend and hold harmless the City against any and all claims, demands, suits, or other form of liability that shall arise out of, or by, payroll deduction 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 employees.

ARTICLE 22: MISCELLANEOUS

Section 1. Departmental Procedure.

Each officer will be provided a copy of the Standard Operation Procedures and Rules of the Police Department.

Section 2. Promotional Opportunity.

Promotional examinations will be open to employees who are serving in specified classes for such a period as may be prescribed. Promotional examinations may be held for specific classes or occupations at the sole discretion of the City. The term “promotional examination” specifies a fitness test to determine relative standing of applicants for positions in the specific class. Examinations will be by written and oral exam. An employee’s physical condition may be taken subject to the following restrictions:

Section 3. Reimbursement for Personal Property

A. The maximum reimbursement for all personal property shall be one hundred ten (\$110) dollars.

B. Requests for reimbursement for the loss of or repair to personal property must be made within the shift in which the loss or damage occurs.

C. Reimbursement for loss or damaged personal property must be approved by the Chief of Police and the Personnel Administrator.

D. Requests for reimbursement for the loss of or damage to personal property that exceed one hundred ten (\$110.00) dollars may be approved by the City Manager. The City Manager may, at the request of the Chief of Police and at his sole discretion, authorize additional payment not to exceed two hundred (\$200) dollars.

Section 4. Tuition Reimbursement. Bargaining unit employees shall be entitled to participate in the City’s tuition reimbursement program which reimburses tuition expenses for courses related to the field of employment as provided by the City’s Rules and Regulations.

ARTICLE 23: WORK WEEK AND OVERTIME

Section 1. Hours of Work.

A. The normal work week will consist of (40.00) hours. The City shall establish the work week and hours of work best suited to meet the needs of the public. Nothing in this agreement shall be constructed as a guarantee or limitation of the number of hours to be worked per week. Any roll call briefing will be included as part of regular hours of work.

B. 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 starting and quitting times. Work schedules/shifts will be posted and made known to employees. The City will give fifteen (15) calendar days notice of changes in schedules/shifts or duty assignments, except in emergency situation as determined by the City.

C. Employees are entitled to a lunch break of 30 minutes during their shift. During this lunch break, the employee will not be given any duties to perform. The Department reserves the right at any time to interrupt an officer's lunch break and send him on a call or assign him duties to perform, at which time the officer is directed to immediately proceed and attend to the task assigned to him unless otherwise indicated.

D. The Police Department agrees to continue the current policies concerning rest periods.

E. The Police Department agrees to continue the current policy concerning notice by employees if they are unable to report for work for any reason.

F. It is strongly recommended that Dispatchers take a paid fifteen (15) minute break and a paid thirty (30) minute meal break during their scheduled shift. It is understood that, in case of emergency, the Dispatcher may be called back into the Communications Center and the break or meal break rescheduled for a later time. The scheduling of such breaks and meal breaks shall be controlled by the employee's supervisor.

Section 2. Overtime.

A. All authorized and approved work performed in excess of (40) hours, inclusive of the thirty minute lunch, in any one work week shall be considered overtime and shall be paid at the rate of time and one-half the employee's 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. The employer will not alter the normal days off 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. The "Flex-Shift" Dispatcher(s) who are affected by the necessary change will be given as much previous notice as is reasonably expected.

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

D. For 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.”

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

F. The City may at any time discontinue paying bargaining unit members overtime compensation pursuant to the FLSA during the period covered by this Collective Bargaining Agreement, any court of competent jurisdiction issues a stay against enforcement of the FLSA as to the state or local governmental units or the Act is overruled as it applies to state and local government units by any court of competent jurisdiction.

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.

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 or a judicial hearing is required during scheduled off duty hours; employees shall receive the applicable rate of pay for each hour spent in attendance. The employee will receive overtime compensation only in the event the City is required to pay such under the Rules and Regulations pertaining to police officers promulgated by the Wage and Hour Division of the United States Department of Labor. Reports and record keeping for accurate payments shall be accomplished by completion of the form attached to this article and made a part of this agreement. The department reserves the sole right to change the reporting form if and when circumstances warrant it.

C. Time spent in court or a judicial hearing 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, under subpoena, he shall receive a minimum of two (2) hours pay. Should said appearance go beyond the two (2) hour minimum, the officer shall be compensated for actual hours spent in attendance.

D. Employees required to be placed on stand-by for court appearances shall be furnished with a pager for the sole purpose of the stand-by status.

Section 5. Off - 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 his/her self. Police Corporals and Police Sergeants, regardless of probationary status will be allowed to voluntarily submit their name(s) to the Chief of Police or his designee to be considered for off duty police employment.

B. The rates of off-duty work will be reviewed periodically, by the Chief and the PBA representative, in an effort to prevent other agencies from obtaining the off-duty assignments due to their rates being less.

C. When an outside agency contracts with the City to provide police services, over and above services normally provided, employees may volunteer for the assignment or may be assigned by the Police Department.

D. At the City’s direction, and solely for the convenience of the off-duty employee

police officer and his outside employer, the City may pay the off-duty police officer for work done by him for an outside agency. The rates for such off-duty work may vary with the type and nature of services to be provided the outside agency or employer. 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 purpose.

E. 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.

F. 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 regulations of the City of New Port Richey Police Department. All officers performing such duties shall, in turn, assure that the officer's act in a manner consistent with departmental policy and professional police work.

G. A police officer shall at all time take proper action on any offense or condition which normally would require police action. The primary duty, obligation and responsibility of an officer are at all times to the Police Department.

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

ARTICLE 24: CONSULTATION LABOR / MANAGEMENT COOPERATION

Section 1. In consideration of the concerns of the PBA in matters concerning training, safety, departmental General Orders, equipment and the administration of the agreement, a consultation procedure is hereby agreed to. Matters appropriate for consultation between the parties include wages, hours and terms and conditions of employment.

Section 2. Consultation is defined as a discussion, exchange of view points and to provide input or obtain information that is within the discretion of the Police Department. The consultation procedures shall not be considered negotiations or bargaining.

Section 3. Consultation meetings between the PBA representatives and management shall be scheduled within a reasonable time of the discretion of the Chief of Police upon the request of either party. Upon approval of such meeting, a date of such meeting shall be scheduled within thirty (30) days. Consultation meetings may be called by the City consistent with confidentiality, or other legal restrictions, to advise the PBA of anticipated major changes affecting bargaining unit employees. Arrangements for any consultation meeting shall be made ten (10) working days in advance whenever possible and an agenda of matters to be taken up at the meeting shall be presented in writing at the time a consultation meeting is requested.

Section 4. Matters taken up in consultation meetings shall be those listed on the agenda and by PBA representatives. Up to a maximum of two (2) may attend any one meeting. PBA representative's maximum means a maximum of two (2) members of the bargaining unit, if required, and one (1) from the PBA office, a non-employee of the City.

Section 5. There will be no limitation placed on the number of consultation meetings that may be requested. Employees will be paid for attendance at consultation meetings (up to their normal schedule of work hours, if however, the meeting extends past normal quitting time, no additional pay will be authorized). Such meetings shall be scheduled within a reasonable time after notification of either party.

ARTICLE 25: PENSION

The City of New Port Richey and the employee organization PBA recognize that the New Port Richey Police Pension System is administered under the current plan document adopted by the City, Article III, Chapter 18, Code of Ordinances pursuant to Ordinance No. 1532. This document may be amended from time to time by amendment adopted by the City Council. The City and Union understand that pension is a mandatory subject of bargaining and can choose to bargain the pension benefit or changes to the plan, at any time during the life of this Agreement, or in place of bargaining both parties can agree to work through the pension board and make specific recommendations concerning the plan to the City Council._

ARTICLE 26: 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 legislation 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 other Federal or State allotment of money, the provisions shall be deemed invalid. However, such invalidation shall not invalidate the remaining portions of the labor agreement and they shall remain in full force and effect. The parties shall immediately renegotiate the invalid provision toward the attainment of a valid provision, if possible.

ARTICLE 27: 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 arrived at by the parties after the exercise of that right and opportunity are set forth in this labor agreement.

Section 2. Any arrangements, provisions, procedures or understandings previously agreed to by the parties, either informally or formally, shall henceforth be void as of the effective date of this agreement, after ratification by both parties, unless included in this labor agreement.

Section 3. The City and the PBA for the life of this agreement, each voluntarily and unequivocally waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject matter specifically referred to or covered by this agreement including but not limited to pension matters. This waiver applies to subjects not mentioned in this agreement, even though such matters or subject may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this agreement. All terms and conditions of employment not covered by this agreement shall continue to be subject to the City's sole direction and control.

ARTICLE 28: DURATION

This Agreement shall be effective upon ratification and shall continue in full force and effect until September 30, 2013 except that either party may elect to re-open up to four articles for negotiation for year two and year three of the Agreement other than Article 14 Wages-Pay Provisions which will be automatically reopened. Pensions may be requested to be bargained at any time during this Agreement by either party.

Should the union or city desire to terminate, change or modify this Agreement, with a re-opener bargaining shall begin no later than June 15, 2011 for the second fiscal year from Oct.1 2011-Sept.30, 2012 and not later than June 15, 2012 for the third fiscal year from Oct.1 2012-Sept.30, 2013 for a complete successor agreement. Such notification will contain the title or titles of the article or articles the party wishes to add, alter, or amend, and only those articles will be subject to collective bargaining. All other articles will remain in full force and effect.

ARTICLE 29: AMENDMENTS

The PBA and the City by mutual agreement may amend, correct, or alter articles contained within this Agreement. Such changes may be authorized by the City Manager or his designee and the PBA President or his designee.

IN WITNESS WHEREOF, the parties have caused this agreement to be signed by their duly authorized representatives on this day of _____, 2011.

For the City of New Port Richey:

__Scott McPherson_____

Mayor

John Schneiger

City Manager

Steven Rosenthal

—

Human Resources Director

For the West Central Florida Police Benevolent Assn.:

Jeff Rossbach

PBA Representative

Jim Diamond III,
WCFPBA, Inc.

Director of Operations

APPENDIX A: CLASSIFICATION PATROL OFFICER

PROBATIONARY OFFICER: Probationary position. Must remain in this status until completion of the one (1) year probationary period.

POLICE OFFICER I: After completion of the one (1) year probationary period and minimum of 3.0 average on performance done on a semi-annual basis.

POLICE OFFICER II: After completion of two (2) years service with the City of New Port Richey and a minimum of 3.0 average on performance evaluation done on a semi-annual basis. May substitute one (1) year of service with the City of New Port Richey with a minimum of five (5) years prior service as a police officer and a minimum of 3.0 average on performance evaluation done on a semi-annual basis.

POLICE OFFICER III: After completion of three (3) years service with the City of New Port Richey and a minimum of 3.0 average on performance evaluation done on a semi-annual basis. May substitute one (1) year of service with the City of New Port Richey with a minimum of 3.0 average on performance evaluation done on a semi-annual basis. Must remain in this classification for one (1) year.

POLICE OFFICER IV: After completion of the service requirement in the classification of Patrolman III and a minimum of 3.0 average on performance evaluation done on a semi-annual basis. Must stay in this classification for one (1) year.

POLICE OFFICER V: After completion of the time in grade requirement in the classification of Police Officer IV as described above, and a minimum of 3.0 average on performance evaluation done on a semi-annual basis. Must stay in this classification for one (1) year.

POLICE OFFICER VI: After completion of the one (1) year requirement in the classification of Police Officer V and a minimum of 3.0 average on performance evaluation done on a semi—annual basis.

MASTER PATROL OFFICER I: After completion of eight (8) years of service with the City of New Port Richey and a minimum of 3.0 average on performance evaluation done on a semi-annual basis.

MASTER PATROL OFFICER II: After completion of ten (10) years of service with the City of New Port Richey and a minimum of 3.0 average on performance evaluation done on a semi-annual basis.

Initial placement shall be based upon:

1. Years of service with the City of New Port Richey.
2. Prior years experience as a police officer
3. 3.0 average performance rating as rated by the four sergeants, chief or his designee, after six months continued service with semi—annual evaluations.
4. Approval by the Human Resources Director and the City Manager.

When an employees' yearly evaluation falls below a 3.0 average it will be considered as an unacceptable level, and that employee shall be compelled to remain at his present level and shall be ineligible for a yearly increase. The employee shall remain at his/her level until he/she attains a minimum of 3.0 average over the next semi-annual employee evaluation.

* 3.0 Average Performance Rating Equates To A Meets Standard Rating

APPENDIX B: DISPATCHER

PROBATIONARY DISPATCHER: Probationary position. Must remain in this classification until the completion of the one year probationary period.

DISPATCHER I: After completion of the one year probationary period and a minimum of 3.0 average on performance evaluation done on a quarterly basis. Must remain in this classification for two years.

DISPATCHER II: After 3 years service with the City of New Port Richey and a minimum of 3.0 average on performance evaluation done on a quarterly basis. Must remain in this classification for two years.

DISPATCHER III: After five years service with the City of New Port Richey and a minimum of 3.0 average on performance evaluation done on a semi-annual basis.

Initial placement shall be based upon:

1. Years of service with the City of New Port Richey.
2. Prior years experience as a police officer.
3. 30 average performance rating as rated by the four sergeants, chief or his designee, after six months continued service with semi-annual evaluation.
4. Approval by the Human Resources Director and the City Manager.

When an employees' yearly evaluation falls below a 3.0 average it will be considered as an unacceptable level, and that employee shall be compelled to remain at his present level and shall be ineligible for a yearly increase. The employee shall remain at his/her level until he/she attains a minimum of a 3.0 average over the next semi—annual employee evaluation.

* 3.0 Average Performance Rating Equates To A Meets Standard Rating