

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE CITY OF BARTOW  
AND THE  
WEST CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION

THIS MEMORANDUM OF AGREEMENT is made and entered into on this 10<sup>th</sup> day of July, 2022, by and between the City of Bartow ("City") and the West Central Florida Police Benevolent Association ("Union").

WHEREAS, notwithstanding the provisions of Article 19 of the *Collective Bargaining Agreement* "CBA" between the City and the Union, effective October 1, 2021, to September 30, 2024; and

WHEREAS, the parties wish to add Juneteenth to the enumeration of observed holidays set forth in Article 15, Section 15.1 A of the CBA as reflected in Exhibit "A", attached hereto; and

NOW, THEREFORE, the parties agree that:

Upon ratification by both the City and the Union, the amendments to the CBA as set forth in Exhibit "A", attached hereto, shall become effective for the remaining term thereof.

RECOMMENDED FOR THE CITY

  
George A. Long, City Manager

07.12.2022  
Date

APPROVED FOR THE WEST CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION

  
George J. Copwine, Florida PBA

July 10<sup>th</sup>, 2022  
Date

## EXHIBIT "A"

### AMENDED ARTICLE 15 OTHER BENEFITS

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

#### 15.1 Holidays Observed

A. There shall be ten (10) eleven (11) 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  
Juneteenth  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day

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

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

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

D. When a holiday falls on a Saturday, the preceding Friday shall be designated a substitute holiday and observed as the official holiday for that year. When a holiday falls on Sunday,

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

### **15.2 Vacations**

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

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

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

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

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

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

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

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

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

### **15.3 Sick Leave**

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

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

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

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

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

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

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

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

#### 15.4 Military Leave

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

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

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

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

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

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

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

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

#### **15.5 Leave of Absence**

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

#### **15.6 Election Time Off**

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

#### **15.7 Meetings**

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

#### **15.8 Acting in Higher Position Pay**

If a Police Officer or Sergeant is designated to serve in a higher capacity on an acting basis for four (4) hours or more, he shall receive his normal hourly rate plus 6% for the acting rank

during the time they act in that status. If a Police Officer, Corporal or Sergeant is designated to serve in a higher capacity on a prolonged basis of more than eighty (80) continuous working hours, he shall receive the minimum pay rate for the classification for which he is filling.

#### **15.9 Funeral Leave Pay**

- A. **Leave with Pay:** Each employee shall be allowed three (3) scheduled days funeral leave with no loss of pay and no charge against sick leave time in the event of a verified death in the family which requires travel less than 400 miles round trip. Death in the Family shall be defined as the death of a spouse, child, mother, father, stepchild, stepmother, stepfather, grandfather, grand-mother, mother-in-law, father-in-law, grandchild, brother or sister of employee or employee's spouse and employee's brother or sister's spouse. Funeral leave shall be for the purpose of attending the funeral of the deceased and shall be denied to any employee who without cause fails to attend the funeral.
- B. **Extended Funeral Leave:** In the event that an employee attends the funeral for a Death in the Family which requires travel of more than 400 miles round trip, then upon application and submission of proof of travel and attendance at the funeral, the employee shall receive such additional scheduled days off as are required to give the employee up to a full calendar week of funeral leave, provided, however, that the number of scheduled days off shall not exceed five (5).

#### **15.10 Line of Duty Injury**

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

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

- B. **Line of Duty Only:** An injury shall be deemed to have been incurred in the line of duty if and only if such injury is compensable under the Florida Workers' Compensation Law.
- C. **Supplement by the City:** The amount of compensation paid shall be the amount required to supplement funds received from the Florida Workers Compensation Law and any other disability or other income plan provided by the City, either by law or by agreement, to the point where the sum of the supplement herein provided, and all other payments herein described equal the employee's straight time bi-weekly wage at the time of the injury.
- D. **Beginning of the City Supplement:** No compensation under this Section shall be allowed for the first seven (7) days of disability; provided, however, that if the injury results in disability of more than fourteen (14) days, compensation shall be paid from the commencement of the disability.
- E. It is the intent of this Section to provide supplemental compensation for line of duty injuries covered by the Florida Workers' Compensation law only, and this Section shall not be construed to provide compensation in the event of death or injury incurred in any manner. In the event of any dispute or disagreement concerning the interpretation of the terms of this Section, the Florida Worker's Compensation Law shall apply.
- F. **Maximum Period for Supplement:** The maximum period for which payment may be made under this Section shall be thirteen (13) weeks from the date of injury for each injury, including recurrences thereof. No payment made by the City during said period shall be charged against any sick leave which the employee may have accrued.
- G. **Fit for Duty Medical Examination:** The City shall have the right to require the employee to have a fit for duty medical examination by a physician of its choice prior to receiving or to continue to receive compensation under this Section.

### 15.11 Recall Pay

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

### 15.12 Extra Departmental Services Pay

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

- A. In regards to special duty assignments, any special detail that is received by the detail officer that is to be worked within the 24-hour period from receipt shall be posted with a cut-off time for signing up of four (4) hours prior to the start of the detail. At the cut-off time the senior officer(s) signing up will be awarded the detail.
- B. Any officer performing such duty shall be reimbursed at the rate of pay agreed to between the officer and the person requesting such service by the person, firm or corporation to whom the service is provided. Officers shall be responsible for the proper reporting of hours worked.

Hours worked under this provision shall not be used in the computation of overtime.

### 15.13 Uniform Allowances and Equipment

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

1. Duty Belt
2. Belt Keepers
3. Ammo pouch

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

\*Upon Request

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

**C. Plainclothes Duty:** Officers assigned to regular plain clothes duty shall receive a plain clothes allowance of Eight Hundred and Fifty (\$850) per fiscal year paid in two (2) equal installments. Upon assignment officers shall receive a full pro rata payment equivalent to the length of time remaining in the installment period in which they were assigned.

**D. Protective Clothing:** The City shall have the right to require that certain officers wear bullet proof vests. Where the City requires officers to wear such vests, the City will furnish them.

#### **15.14 Insurance**

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

#### **15.15 On-Call Pay**

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

- A. Covered Employees:** The on-call status and pay established under this Article shall apply only to officers whose job assignment is that of a detective or other officers who are placed on permanent schedule and posted rotating on-call status. Nothing contained in this Article shall apply to any other on-call duty which may result as a consequence of special circumstances.
- B. Assignment:** Officers shall be assigned to on-call duty by the posting of a list in the Department setting forth the officer's name and period for which he is assigned the duty. On-call duty shall be rotated among all officers in the same job assignment. Officers shall have the right to trade duty periods, provided they first obtain the permission of the Department.
- C. Contact Information and Availability:** During the period of assignment of the duty, an officer shall at all times be on either telephone on-call status or present on active duty as defined herein:
  - 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.

2. During any period of on-call duty time in which an officer of the same job assignment is present on active duty, the officer assigned to on-call duty shall be on on-call status. While on on-call status, the officer shall remain within the range of the phone supplied by the Department for potential calls unless granted permission by the Department to leave the area, which permission shall not be unreasonably denied.
3. It shall be the responsibility of the officer who is assigned to on-call duty to ascertain whether or not an officer of the same job assignment is actually present on active duty, regardless of whether such officer is scheduled to be on duty. Failure of the officer assigned to on-call duty to verify this fact shall not be a defense to disciplinary action instituted as a result of a violation of paragraph (1) of this Section.
4. Present on active duty shall mean physically present on duty and performing in the job assignment in question.

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

1. During an on-call duty assignments, officers shall receive not less than two (2) hours pay per day at their regular rate of pay. Officers on On-Call status shall receive a minimum of three (3) hours pay at the overtime rate as described in Section 14.3 for each call out occurring after regular duty hours, provided, however that if an officer is called out again within three (3) hours of the time they were initially called out, they shall receive no additional minimum pay guarantee. If an Officer is recalled after the expiration of a three-hour minimum period, then the three-hour minimum shall again apply as set forth in the preceding sentence.
2. If an officer who is on-call duty is sick and unable to respond to on-call, then another officer of the same job assignment may be assigned on-call duty and, in such event, the officer replaced shall suffer a loss of on-call pay worked by the other officer. The officer assigned to cover that period shall receive the additional pay for such coverage.
3. If an officer is relieved of on-call duty for the balance of a week, he shall receive no pay for the time of his on-call assignment after being relieved and the officer assigned to have the duty for the balance of the week shall receive the pay.

4. The recall pay as set forth in Section 15.11 of this Agreement shall not be applicable to personnel assigned to on-call duty.

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

#### **15.16 Pension Plan Contributions**

- A. Subject to 15.16(D) below, the City shall continue to participate in the Florida Statutes Chapter 185 Defined Benefit Pension Plan.
- B. During the life of this Agreement, the employee contribution for unit employees shall be four (4) percent of total compensation, as that term is defined in the pension plan.
- C. The City contribution shall be a sum equal to the amount required by Florida Statute 185.07(1)(d).
- D. The City shall have the right to reopen this Article at any time with not less than thirty (30) calendar days written notice to the Union. Any dispute shall be resolved under the statutory impasse resolution procedure in Florida Statutes chapter 447 and not under Article 4 of this Agreement.