A

Contract Between

The City of Bradenton, FL

And

Florida Police Benevolent Association

(Lieutenants)

Effective
October 1, 2019
Through
September 30, 2022

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AGREEMENT

This Agreement is entered into effective January 14, 2020 between the City of Bradenton, Florida, hereinafter referred to as the "City" or "Employer" and the Florida Police Benevolent Association, Inc., hereinafter referred to as the "PBA."

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PREAMBLE

It is the intent and purpose of this agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise, and to set forth herein the full agreement between the parties concerning rates of pay, wages, hours of employment and other terms and conditions of employment. It is understood that the City is engaged in furnishing essential public services, which vitally affect the health, safety, comfort and general well-being of the public, and both parties hereto recognize the need for continuous and reliable service to the public. There shall be no individual arrangement contrary to the terms provided herein.

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ARTICLE 1
RECOGNITION

The City hereby recognizes the PBA as the exclusive bargaining agent, as defined in Chapter 447, Part II, Florida Statutes, and all rules and regulations promulgated thereto, for all employees within the bargaining unit defined by the Public Employees Relations Commission in its Certification Number 1483, dated June 3, 2004. The bargaining unit includes all permanent/full time employees employed by the City of Bradenton Police Department in the classifications of Police Lieutenant.

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ARTICLE 2
MANAGEMENT RIGHTS

Section 1.
Except as expressly limited by any provision of this Agreement, the employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not including, but not limited to, its right to determine, and from time to time re-determine, the number, location, and type of its various operations, functions and services; the methods, procedures, and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions, or services from, or to, either in whole or in part, any of its other departments or divisions; to subcontract its operations in whole or in part; to select and direct the working force in accordance with the requirements determined by the City; to create, modify or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish, change, or modify the number, types and grades of positions or employees assigned to an organization, unit, department or project; to establish, change, or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements; to establish and change work schedules and assignments; to transfer or promote employees; to lay off, furlough, demote or otherwise relieve employees from work for lack of work, lack of funds, or when the continuation of work would be wasteful or unproductive, or for any other legitimate reason; to suspend, discharge, demote or otherwise discipline employees for just cause; to establish, implement and maintain an effective Internal Security Procedure; and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

Section 2.
If it is determined in the sole discretion of the City that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions. similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, providing that wage rates, overtime and other monetary benefits shall not be suspended and provided further, that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency in accordance with the provisions of this agreement.

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

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ARTICLE 3
NON-DISCRIMINATION

The parties agree not to interfere with the right of any employee covered by this Agreement to become a member of the PBA, withdraw from membership from the PBA, or refrain from becoming a member of the PBA. There shall be no discrimination against any employee covered by this Agreement by reason of PBA membership or activity or lack of PBA membership or activity.

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ARTICLE 4
DUES DEDUCTION

Section 1.
Employees covered by this Agreement may authorize payroll deductions for the purpose of paying PBA membership dues. The following form shall be provided by the City.

AUTHORIZATION FOR DEDUCTION OF PBA DUES

I hereby authorize the City of Bradenton to deduct from my wages the current bi-weekly PBA dues and to transmit this amount to the Treasurer of the PBA.

I understand that this authorization is voluntary and that I may revoke it at any time by giving the City notice in writing.

_____ _____
Date Signed

_____
Employee Number

Section 2.
The PBA will initially notify the City as to the amount of dues. Such notification shall be certified to the City in writing over the signature of an authorized officer of the PBA. Changes in PBA dues shall be similarly certified to the City and shall be done at least 60 days in advance of the effective date of such change.

Section 3.
Dues shall be deducted bi-weekly and the funds deducted shall be remitted to the Treasurer of the PBA within thirty (30) days. The PBA shall indemnify, defend and hold the City harmless against any and all claims made and against any and all suits instituted and judgments against the City because of action by the City in compliance with this Article.

Section 4.
The payroll deduction shall be revocable by the employee notifying the City in writing on the following form:

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INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF PBA DUES

I hereby instruct the City of Bradenton to stop deducting from my wages the current normal bi-weekly dues for the PBA.

I understand that I am responsible to review my own paycheck and to make sure that the deductions have been stopped.

_____ _____

Date Signed

_____

Employee Number

THE CITY SHALL NOTIFY PBA OF ANY REVOCATION.

Section 5.
The City shall deduct $60.00 as an annual service fee from the PBA to cover the Administrative costs involved in dues deductions. The amount will be invoiced to the PBA in October of each year.

Section 6.
In the event of a properly filed revocation by a member, failure to stop deducting the dues shall result in the City paying to the member all dues deducted after receipt of said notice.

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ARTICLE 5
PBA REPRESENTATION

Section 1. PBA Representation During Collective Bargaining Negotiations

A. Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party. The PBA will furnish the City with a written list of the PBA's bargaining team at the first bargaining meeting, and substitution changes thereto, if necessary.

B. The employer shall recognize PBA representatives for the purpose of collective bargaining as authorized by the President of the PBA.

C. The employer will make every effort to release recognized PBA officials, who are Police Department employees, to participate in collective bargaining negotiation sessions as representatives of the PBA.

Section 2. PBA Representation During The Term of The Contract

A. The names of all PBA representatives shall be given in writing to the City as well as any change in such list prior to the effective date of their assuming duties of representation.

B. The employer shall recognize one (1) PBA representative, as authorized by the President of the PBA or his or her designee for the conduct of Labor/Management relations between the employer or Police Department.

C. Recognized PBA representatives who are employees of the Bradenton Police Department, shall be allowed to communicate official PBA business to employees prior to being checked on duty and after the employees have been checked off duty at the end of their shift. City work hours shall not be used by employees or PBA representatives for conducting Union meetings or the promotion of Union affairs.

Section 3. Indemnification

The City of Bradenton shall defend members of the bargaining unit against civil and criminal prosecutic in accordance with Florida Statutes, as these laws may be amended from time to time.

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ARTICLE 6
P.B.A. BUSINESS

Section 1.
PBA officials who are employees of the Bradenton Police Department and recognized by the Employer as PBA representatives may be granted time off, up to a maximum of two (2) employees in any one instance, by departmental management to conduct business in connection with the Florida Police Benevolent Association, Inc.

Time off for PBA business will be without loss of straight time pay by using pool time, provided:

A. A written request for the use of PBA pool time is submitted through the chain of command to the appropriate superior officer at least seventy-two (72) hours in advance of the time off, or verbal permission may be obtained from the representative's immediate supervisor in the case of unforeseen emergencies.

B. Sufficient personnel are available on his or her regular shift to properly staff the Department/unit during the absence of the PBA officials as determined by the appropriate superior officer.

C. Approval by the appropriate superior officer in advance of the use of pool time, except in emergencies as provided in A above.

Section 2.
Employees covered by this agreement may donate a minimum of one (1) hour of compensatory time per year toward a PBA business pool time account.

Section 3.
Unused time in the PBA business pool time account will be carried into the next fiscal year.

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ARTICLE 7
BULLETIN BOARD

Section 1.
The PBA shall have the use of a Bulletin Board located in the Police Station. Use shall be restricted to:

a) Notices of PBA elections and results of elections.
b) Notices of PBA meetings and minutes of same.
c) Notices of PBA recreational and social affairs.
d) Notices to PBA members concerning wages, hours and working conditions.
e) Notices that are approved, in writing, by the Chief. The Chiefs decision shall be final and shall not be subject to the grievance procedure.

All notices posted shall be signed by an Officer of PBA and a duplicate copy of each notice shall be delivered or faxed to the office of the Chief at the time the notice is posted.

Any material found on the Bulletin Board, not in compliance with this Section, shall be removed by an appropriate City Official and given to the appropriate PBA Official.

Section 2.
All costs in preparing and posting of PBA notices shall be borne by the PBA.

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ARTICLE 8
GRIEVANCE AND ARBITRATION

Section 1.
The grievance and arbitration procedures set forth herein shall be the sole and exclusive method to be used by an employee, group of employees, or the Union for the settlement of disputes involving the interpretation or application of any provision of this Collective Bargaining Agreement. Employee discipline shall be subject to this Grievance and Arbitration procedure, but only to the extent set forth below. In the event an employee is given a directive by a supervisor which he or she believes to be in conflict with the provisions of this agreement, the employee shall comply with the directive at the time given, but may thereafter grieve such directive to the extent permitted by this Agreement. The employee's compliance with such directive shall not prejudice his or her right to pursue a grievance.

Section 2.
A grievance shall be defined as and limited to a dispute or disputes involving the interpretation or application of a specific part or parts of this Agreement, and discipline, but only to the extent set forth herein. Any grievance filed under this procedure shall contain a short statement of the facts giving rise to the grievance, the section(s) of the agreement alleged to have been violated, the date(s) of the alleged violation, the specific remedy sought, the date of submission and response from the Informal Step (if applicable), and shall bear the name and signature of any and all employees bringing the grievance, except when the Union itself brings the grievance, in which case the same information shall be included but the grievance will be signed by an officer of the Union, who shall also identify the employees on whose behalf the grievance is filed. No grievance will be accepted which does not specifically set forth all the parts of the contract which are disputed or which are the subject of the dispute, and the grievance and arbitration shall be limited to the section(s) so identified. Discipline shall be subject to this grievance procedure only where it involves the suspension, demotion or discharge of employees other than those in an initial probationary period. Oral or written reprimands may only be grieved through Step 2. An employee on a promotional probationary period may not grieve a return to the former rank held. Moreover, where a matter regarding discipline could be appealed through multiple forums, then only one appeal shall be permitted, with the grievant electing the process to be used at the outset pursuant to Section 447.401, Florida Statutes.

At all steps within the grievance procedure the employee or employees bringing the grievance shall be entitled to have the Union representative in attendance to assist him or her. For the purpose of this article, workdays shall not be defined with reference to the individual Grievant or Grievants, but rather shall mean 0800 to 1700 hours, Monday

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through Friday, excluding holidays designated by this Agreement. The day of the event shall not be counted when determining if a grievance was filed in a timely manner.

Section 3.

The grievance procedure shall be administered in the following manner:

Informal Step: The aggrieved employee shall meet with the City non-bargaining unit supervisor at the lowest level capable of resolving the grievance and shall orally discuss the grievance within five (5) working days of when the Grievant knew or should have known of the event giving rise to the grievance. If the individual to whom the grievance has been presented orally lacks the authority to resolve the grievance, he or she shall refer the Grievant to the appropriate management official. The official shall make a decision and orally communicate it to the Grievant within five (5) working days of presentation of the grievance. Only individual, and not class grievances are subject to the Informal Step. The failure of an employee to present a grievance at the informal step shall not be a basis for denial if the grievance is timely presented at Step 1.

Step 1. The employee or employees, or in the case of a class action grievance, the Union, shall first file the grievance in writing with the Deputy Chief or designee. The filing of a grievance shall be done within ten (10) working days of when the Grievant knew or should have known of the event giving rise to the grievance or receipt of the informal Step response, as applicable.

The Deputy Chief or designee shall meet with the Grievant within ten (10) working days of receipt of the grievance and shall submit his or her decision in writing tothe Grievant within ten (10) working days from the date of the meeting.

Step 2. If the grievance is not resolved at Step 1, the Grievant shall present the original grievance, together with the Deputy Chiefs or designee's response, to the Police Chief or designee, within ten (10) working days of the date the Grievant received the Deputy Chiefs or designee's response. The Grievant may at the time of appeal to Step 2 request a meeting with the Police Chief or his/her designee. Upon receipt of the grievance, the Police Chief may request a meeting with the Grievant. Within ten (10) working days of the later of his or her receipt of the grievance or a meeting held pursuant to Step 2, the Police Chief or his/her designee shall provide an answer to the grievance.

Section 4.

If the grievant is dissatisfied with the grievance resolution issued by the Police Chief, the grievance may be submitted for final and binding arbitration as provided in this Article. Only the Union may bring a grievance to arbitration.

(a) Within ten (10) working days from the decision of the Police Chief or designee at Step 2, the Union must notify the Chief of its intention to arbitrate. Within fifteen

(15) working days of the notice of intent to arbitrate, the Police Chief and the Union shall meet for a final opportunity to resolve the grievance. If that effort is unsuccessful, the Union shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) names of qualified arbitrators who shall be required to maintain a travel address within Florida. The City or the Union may reject the entire list, but each party shall only be entitled to strike one such list.

Within fifteen (15) working days after the receipt of the list of arbitrators, representatives of the parties shall confer and each party shall alternately strike names, with the Union striking first. The last name on the list after the parties have struck three (3) names each shall be the arbitrator selected. The Union shall notify FMCS of the selection within five (5) working days from the date the names were struck. As promptly as can be arranged, the arbitration hearing shall be held. Each party shall bear the cost of its own representative, counsel and witnesses. The fees and reasonable expenses of the arbitrator shall be borne by the losing party. Any expenses involved in transcribing the arbitration hearing shall be borne by the party requesting the transcript. The decision of the arbitrator shall be binding on the parties so long as it is consistent with Federal and State law and this Agreement. The arbitrator shall have no power to amend, add to, modify, ignore or subtract from the terms of this Agreement, or to grant relief in the event he or she determines that the grievance was untimely filed or appealed. The arbitrator shall limit his or her decision strictly to the interpretation, application and enforcement of this Agreement.

(b) The arbitrator shall arbitrate only the issues presented.

(c) In the case of discipline, the role of the arbitrator will be limited to a determination of whether or not "Just Cause," as defined herein only, exists to support the discipline. The arbitrator may not modify any discipline imposed by the City. If the arbitrator finds that "Just Cause" existed, the discipline must be sustained. If the arbitrator finds that "Just Cause" did not exist, the discipline must be eliminated. "Just Cause" shall be defined as and limited to a determination of whether the transgression alleged by the City occurred and whether any other employee was treated differently for the same or similar transgression without a reasonable distinguishing basis. A transgression will not be deemed similar by an arbitrator solely on the basis of its inclusion in the same disciplinary grouping as the transgression which is the subject of the arbitration.

(d) Unless mutually agreed upon, the submission to the arbitrator shall be based solely on the original written grievance submitted by the Grievant.

(e) All time limits set forth in the above Article may be extended by mutual written agreement of the parties.

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ARTICLE 9
STRIKES AND LOCKOUTS

Section 1.
The PBA agrees that during the term of this Agreement it will not authorize, instigate, condone, excuse, ratify or acquiesce in any strike, slowdown, work stoppage, picketing or any other like or similar activity likely to interfere with the efficient operation of the City's affairs. Moreover, should such activity occur, the PBA agrees to expressly and publicly disavow support for such activity.

Section 2.
Should the PBA or its member employees included in the collective bargaining unit breach this Article, then the City may proceed to a court of competent jurisdiction, and without notice, obtain an injunction against PBA and/or its member employees. The City may also take any other action authorized or required by law.

Section 3.
Should any member of the bargaining unit engage in the activity proscribed in Section I of this Article, the member shall be subject to the penalties provided by law. The City retains all its inherent and explicit managerial rights to take disciplinary action against any member who engages in such activity, and such discipline as may be imposed, shall not be subject to arbitration. Nor shall any other part of this article be subject to arbitration.

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ARTICLE 10
FUNERAL LEAVE

Section 1.
All full time employees may be granted, upon approval of the Chief, time off with pay in the event of death in his or her immediate family. Three (3) shifts shall be granted for the burial of such family member in the State of Florida, and a maximum of the number of shifts necessary for the employee to be off for one week shall be granted for the burial of such family member outside the state.

Section 2.
The employee's immediate family shall be defined to include the spouse, parents, step-parents, grandparents, brothers, sisters, children, grandchildren, and stepchildren of both the employee and spouse.

Section 3.
Funeral leave shall not be charged to vacation or sick leave.

Section 4.
Should an employee require additional time other than provided in Section 1 of this Article, he or she may request the additional time from the Chief. Additional time may be approved in the sole discretion of the Chief. If the Chief approves additional time, it will be charged to vacation leave or compensatory time, if sufficient hours have been accrued.

Section 5.
The employee shall provide the Chief with proof of death, if requested, before compensation is approved.

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ARTICLE 11
MILITARY LEAVE

Section 1.
Employees covered by this agreement who are commissioned reserve officers or reserve enlisted personnel in the United States military or members of the Florida State National Guard, shall be entitled to leave of absence from their respective duties without loss of pay for such time as they shall be ordered to military service or field training in an active or inactive duty status for a period not to exceed thirty (30) working days in any one fiscal year.

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

Section 3.
Employees who are members of the United States military or Florida State National Guard shall be excused from work to attend inactive duty training as required.

Section 4.
Employees called into active military service shall have all reinstatement rights guaranteed by state and/or federal law so long as any requirements stated therein are met. Disputes regarding such rights shall be resolved by the procedures established at law and not by arbitration under this Agreement.

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ARTICLE 12
HOLIDAY LEAVE BENEFITS

Section 1.
The following holidays shall be observed as official paid holidays for all members of the bargaining unit, except those on leave of absences without pay, those on suspension, and those receiving Workers' Compensation benefits:

New Year's Day	January 1
Martin Luther King's Birthday	When observed
President's Day	When observed
Memorial Day	When observed
Independence Day	July 4
Labor Day	When observed
Veteran's Day	When observed
Thanksgiving Day	When observed
Day following Thanksgiving	When observed
Christmas Eve	December 24
Christmas Day	December 25
Employee's Birthday	When observed

** Holidays falling on a weekend may be observed on the preceding Friday or following Monday, in accordance with the Council approved holiday schedule.

Section 2.
An employee must be on active pay status or work his or her normal schedule ofhours on the regularly scheduled working day immediately prior to the holiday and the regularly scheduled working day immediately following a holiday in order to qualify for holiday pay.

Section 3.
Employees who are given holiday work assignments and then fail to report for and perform such work for any reason, except for verified illness or emergencies, shall not receive pay for the holiday.

Section 4.
Employees who are required to work on a holiday's designated date will be compensated at their regular rate of pay in addition to their holiday pay. Holiday pay when an employee works the holiday shall equal the amount of time equal to his or her regularly scheduled shift length.

Section 5.
Employees shall receive eight (8) hours of pay or ten (10) hours of pay, or twelve (12) hours of pay, depending on the employee's shift at the time of the holiday, for all official paid holidays on which the employee works. If the employee is not scheduled, the employee will receive hours in accordance with their scheduled shift, not to exceed twelve (12) hours.

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Section 6.
An employee shall receive 100% of all holiday pay accrued and unused per Section 7 below when he separates from his or her employment with the City for any reason.

Section 7.
An employee, at his/her option, may request the City to "bank" his/her holidays during the fiscal year. Such request shall be in writing. If the City grants the request, said holidays must be taken within the month of the holiday.

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ARTICLE 13
VACATION LEAVE

Section 1.
Vacation or annual leave is used for time off for personal matters.

Section 2.
Employees shall be eligible for annual leave after six months of service. Such employee may use annual leave with the prior approval of the Chief. Vacation time and time off for personal matters must be approved in advance of the time that the employee intends to take off.

Section 3.
Vacation or annual leave is accumulated at (4.62) hours bi-weekly. (One-Hundred and twenty hours per year). Lieutenants will have their annual leave account credited with an additional twenty (20) hours for each five years of uninterrupted service, up to a maximum of forty (40) additional hours per year. Service credit must be completed by and the employee actively employed on December 31 for this purpose.

Section 4.
No more than Three Hundred (300) hours of vacation leave may be carried forward from one calendar year to the next. Any accumulation over the maximum of 300 hours will not be carried over to the next calendar year. If the City Council approves an increase in the amount of carryover permitted for non-union employees generally, that same benefit shall be afforded the bargaining unit on the same terms as granted to the non-union employees generally without the need for further bargaining.

Section 5.
Every effort shall be made by the Department to see that every employee with sufficient accumulated leave is afforded the opportunity to take at least eighty (80) hours of annual vacation every year or enough hours to ensure that the employee is below 300 hours by the end of the calendar year, if properly requested.

Section 6.
When an employee, other than a probationary employee, separates from the Department for any reason, he or she shall be paid in a lump sum for all unused annual leave up to, and not exceeding Three Hundred (300) hours.

Section 7.
Annual leave shall not be earned by an employee during a leave of absence without pay, a suspension, or when the employee is otherwise in a non-paid status. If an employee is absent due to a job related illness or injury covered by workers compensation, the employee shall not accrue annual leave while absent from work. However, upon return to work or in t e event the employee separates employment due to the workers compensation illness or injury, the employee will be credited with the annual leave he or

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she would have accrued while absent for the workers compensation illness or injury, not to exceed the maximum accrual set forth in Section 4 above.

Section 8.
At appropriate times during the calendar year, the Chief or his/her designee will consult with eligible employees regarding planned vacation periods and will establish work and vacation schedules, providing schedule preference to employees according to individual employee seniority of service; however, primary consideration will be given to the continued function of the Department. Vacation scheduling shall be done in accordance with the Department's Procedural General Order on this issue.

Section 9.
Employees shall request vacation in writing at least two weeks prior to the requested time off, and the Chief or his/her designee shall approve or deny the request.

ARTICLE 14
SICK LEAVE

Section 1. Sick Leave

All full-time employees shall be entitled to ninety-six (96) hours of sick leave per year accrued on a payroll-period basis. Accrual will be based on active pay status. Employees shall be eligible for sick leave after six (6) months of service. Sick leave must be earned before it is authorized. Employees who are unable to perform their duty because of illness of a spouse, or dependent living in the employee's home, may use sick leave from their accrued sick leave account. Sick leave for the above-mentioned dependents will be granted when the employee's presence is required in the care of the dependent.

Section 2. Approvals

The employee's supervisor, or on-duty Watch Commander, may approve an employee's request to be absent from work for a period of time not to exceed three (3) days for medical reasons, based upon the information available at the time of the notification that meets the satisfaction of the employee's supervisor or on-duty Watch Commander that the employee is actually too ill or injured to be expected to work. If the illness is less than three (3) days and not recurring, a physician's report is not needed. Illness approvals may be granted; however, this approval is subject to further investigation including, but not limited to unannounced visits to the employee's residence and/or a medical evaluation by a doctor designated and compensated by the City. The Police Chief or designee may send home an employee who is too ill or injured to work, or would cause an unhealthy working environment if he/she came into contact with other employees.

Section 3. Notification

An employee medically incapacitated to the extent that he/she is unable to work shall personally notify his/her supervisor, or on-duty Watch Commander, before the employee's scheduled reporting time, giving the reason for the requested illness leave and the expected duration of the absence. Occasionally, circumstances may prevent an employee from personally notifying the Department of an absence, in which case notification may be made by another person. If an employee is not able to notify his/her Supervisor or on-duty Watch Commander, and can substantiate this to the satisfaction of Department management, illness leave may be authorized by the Police Chief or designee.

Employees shall follow proper notification and absence request procedures described in departmental General Orders or city procedures for each day the employee is unable to work, unless prior approval specifically waiving this requirement is granted by the Police Chief or designee. Failure to properly report absences may cause an employee to be charged with leave of absence without permission and may result in disciplinary action.

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Section 4. FMLA

Certain requests for illness leave may qualify and be covered by the Family and Medical Leave Act (FMLA). If the illness leave is covered by this Act, it will be applied to the twelve (12) weeks per year of leave which must be granted to eligible employees by the City. The year is defined by the City as a "rolling" twelve (12)-month period which is the twelve (12) months preceding the current FMLA event. It is understood that FMLA leave runs concurrently with time off due to on-duty injuries or illnesses covered by workers' compensation.

Section 5. Physician's Report

In order to utilize the illness benefit under this Article for bona-fide illnesses, or injuries which require an employee's absence from work, the Police Chief or designee may use discretion as to when a physician's report is necessary. A completed physician's report shall be required in each case where an employee is absent for more than three (3) consecutive days or for repeat/chronic revisits to the doctor for follow-up illnesses or injuries. The medical report will not be accepted by Department management unless it has been properly completed in full, including the employee's expected return to duty date, the attending physician's signature, and the physician's diagnosis covering the dates of treatment and recuperative period required. Additional information may be necessary and requested from the employee based on the circumstances of the illness.

Section 6. Illness Recuperation

An employee granted illness leave greater than three (3) consecutive days shall assist in promoting his/her recuperation by remaining at either his/her residence, a hospital, or another location approved in writing in advance by the attending physician. The written approval shall be presented to the Police Chief or his/her designee for verification priorto the employee recuperating at the alternate site. An employee authorized to be absent from work for medical reasons shall not engage in any recreational or work activities except upon receiving prior written approval from his/her physician and notification of his/her supervisor. The written approval shall be presented to the Police Chief or his/her designee for verification. The City reserves the right to obtain, at its own expense, the opinion of another physician of its own choosing concerning what constitutes an appropriate location for recuperation, or appropriate recreational activities, for an employee too ill or injured to work. Abuse of illness leave privileges shall constitute grounds for disciplinary action. Pre-authorized illness leave must be on file with the immediate supervisor and is to include the employee's address and phone number, if applicable, where the employee may be reached.

Employees recuperating from a medical condition 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 the employee's address and home number where the employee may be reached are to be a part of the request. This request may be made verbally to the employee's supervisor and documented as necessary.

If, and whenever, illness leave may appear to be abused or frequently used, Department

management may require the employee claiming/requesting such leave to furnish a physician's diagnosis. Abuse of illness leave privileges shall constitute grounds for disciplinary action.

Section 7.
Department management shall use discretion in determining whether or not a visit is required to verify the reason for an employee's medical absence and a report made of the reasons for absence from duty.

Section 8.
Should an employee be absent for reported medical reasons and fail to comply with the provisions of this Article, such employee's timesheet shall be coded as leave without pay, and the employee may be disciplined.

Section 9.
An employee who has worked longer than one (1) calendar year may, at his/her option, elect to have 25% of his/her unused sick leave transferred to annual vacation leave or may elect to continue to accrue such sick leave.

Section 10.
Sick leave used under this Article shall be charged as used in increments of one-half (1/2) hour.

ARTICLE 15
DISABILITY LEAVE/ WORKERS' COMPENSATION

Section 1.
All employees are covered by the Florida Workers' Compensation Act, hereinafter called the Act, and shall be entitled to all benefits awarded under said Act.

Section 2.
When an employee suffers an injury in the line of duty, regardless of whether he/she is working a regularly assigned shift, he or she shall be covered by the Act; and said injuries shall be reported immediately to the employee's supervisor, Police Chief or the City's Risk/Safety Manager.

Section 3.
Family and Medical Leave Act and the Americans With Disabilities Act:

> In addition to the leave provided herein the City shall comply with the Family and Medical Leave Act of 1993 and the Americans With Disabilities Act of 1990.

Section 4.
If an employee is absent due to a job-related illness or injury covered by Workers' Compensation, the employee shall not accrue annual leave or sick leave while absent from work. However, upon return to work or in the event the employee separates employment due to the Workers' Compensation illness or injury, the employee will be credited with the annual leave and sick leave he or she would have accrued while absent for the workers compensation illness or injury, not to exceed the maximum accrual set forth in Article 13, Section 4.

See also: Article 33 - Light Duty

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ARTICLE 16
ACTING OFFICER

Section 1.
Whenever a bargaining unit member is required to serve in the rank of Captain, he shall be paid at the starting rate of pay for an officer serving in the higher rank, provided he or she works at least one full shift in the higher rank.

Section 2.
There shall be no distinction between an "acting" officer and an officer who has the same permanent rank with respect to his or her job description, and any "acting" officer shall have all the rights, duties and privileges of rank as though he or she were a permanent officer in that rank.

ARTICLE 17
SENIORITY AND REDUCTION-IN-FORCE

Section 1.

City seniority is understood to mean an employee's most recent date of employment or reemployment. Seniority will continue to accrue during all types of leave except for leave of absence without pay for thirty (30) calendar days or more which shall cause the date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the City seniority date to be adjusted.

A. City seniority/anniversary date shall be used for purposes of computing vacations, pensions, service awards and other benefits based on length of service.

Section 2.

Classification seniority shall be understood to mean length of time in classification. After successful completion of the probation period, length of time in classification reverts to date of entry, transfer or promotion to present classification. Seniority will continue to accrue during all types of leave except for leave of absence of thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the classification seniority date to be adjusted.

A. Classification seniority shall be used in conjunction with job classifications for purposes of layoff and consideration for merit reviews and promotion.

Section 3.

All new employees and newly promoted employees shall be placed on probation for the first year in the classification.

Section 4.

Employees shall lose their seniority as a result of the following:

A. Voluntary Termination

B. Retirement

C. Termination for Legitimate Reasons

D. Absent without authorized leave for three (3) consecutive working days

E. Failure to return from military leave within the time limits prescribed by law.

Section 5. Layoff

The Department Chief will notify the PBA in advance of any pending reduction in force. Probationary and provisional employees will be laid off first and shall be placed on the eligibility list in order of their date of employment. Employees will be laid off in the inverse order of their length of time in their classification. In the event that two or more employees affected have the exact same amount of service in the classification

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employee with the lowest identification number will be deemed to be the senior employee.

A. Lieutenants shall have the option of accepting a layoff or being reduced in rank to patrolman.

B. Lieutenants accepting reduction in rank to patrolman shall retain full departmental seniority.

Section 6. Recall

Employees in layoff status will retain recall rights and shall have preference to work over applicants on eligible lists as long as they are qualified to perform the work available at time of recall. Recall will be made by certified mail to the last address in the employee's records. Within ten (10) work days of the certified receipt date, laid-off employees must signify their intention of returning to work to the employment office.

If no indication to return to work is received from the employee or the employee indicates that he or she cannot return to work at that time, he or she will be dropped from the recall lists and will be eligible for employment just like any other applicant.

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

B. Lieutenants reduced in rank under the provisions of this Article shall retain recall rights to his or her former position over any eligibility list.

C. When employees are recalled from layoff, the employees with the greatest classification seniority shall be recalled in order of seniority.

D. When recalled, an employee's classification seniority date shall remain the same.

Section 7.

Upon request, the City may grant leaves of absence for up to one (1) year periods without the employee's classification date and other benefits being diminished.

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ARTICLE 18
MAINTENANCE OF CONDITIONS

Section 1.
Written rules, regulations, policies and procedures of the Police Department and the City in effect prior to the effective date of this Agreement will remain in full force and effect if such rules and regulations are conducive to the efficient operations of the Police Department and the City and if they are not in conflict with any Articles or Sections of the Agreement.

Section 2.
This Agreement shall take precedence over all written rules, regulations, policies or procedures of the Police Department and City in direct conflict with this Agreement.

Section 3.
Any rule or policy change shall not be implemented until and unless PBA is notified. If such rule or policy change is the subject of mandatory bargaining as that term is defined by the Public Employees Relations Commission, the City agrees to bargain the impact of such change with PBA. If the said change is permissive, the City agrees to discuss the change prior to its implementation.

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ARTICLE 19
SAVINGS CLAUSE

Section 1.
If any Article or Section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by any court of competent jurisdiction, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2.
In the event of invalidation of any Article or Section, both the City and the PBA agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement of only the particular Article or Section invalidated.

ARTICLE 20
WORK WEEK AND OVERTIME

Section 1.
The normal work week will consist of forty (40) hours. The Lieutenants, with the approval of the chain of command, will establish the work week and length of shift best suited to meet the needs of the Department and provide superior service to the community. Nothing in this agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day or per week.

Section 2.
Bargaining unit employees (Lieutenants) are FLSA exempt and will be paid on a salaried basis without entitlement to overtime or compensatory time. Any Lieutenant with compensatory balances as of the ratification date of this contract will be required to exhaust all accrued time no later the April 30, 2020.

Section 3. Additional Work Hours Scheduled
Employees shall be required to work in excess of their regular schedule when requested unless excused by a supervisor. When the Department is aware of the need for Lieutenants to be scheduled for work outside their normal work hours, and the need for those additional hours are known by the Department and announced to the Lieutenant a minimum of 48 hours in advance, the Lieutenant may have their schedule flexed within the same pay period for a like number of hours to compensate for the additional work hours.

This section shall not apply to additional work hours associated with festivals, organized events, parades etc. where the majority of the Department is activated for coverage.

Section 4. Unscheduled Additional Work Hours
When Lieutenants are required to work additional hours outside their normal work hours when the need for those additional work hours are the result of the Department calling in a Lieutenant for an emergency situation, or when the Department assigns additional work hours with less than 48 hours' notice, the Lieutenant shall be compensated at a rate of pay equal to time-and-one-half (1½) the Lieutenant's hourly rate of pay for each additional work hour.

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When Lieutenants are required to work additional hours outside their normal work hours as the result of a festival, organized event, parade etc., where the majority of the Department is activated for coverage, the Lieutenant shall be compensated at a rate of pay equal to time-and-one-half (1½) the Lieutenant's hourly rate of pay for each additional work hour.

Section 5.
In determining the number of employees working various shifts, the PBA recognizes that the Chief of Police, or his/her designee, has a right to distribute and assign personnel. The Chief of Police, or his/her designee, has also established that seniority is important in determining this distribution.

Section 6.
Shift assignments will be determined by the bargaining unit, subject to the approval of the chain of command.

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ARTICLE 21
PERSONAL PROPERTY

Section 1.
The City shall reimburse the employees for loss or damage of personal equipment required in the performance of their duties as authorized by the Chief of Police or his/her designee, up to a maximum of $50.00 per on-the-job incident during assigned Police duties.

Section 2.
The loss or damage of medically required prescription corrective lenses, denture plates or hearing aids will be reimbursed pursuant to the State of Florida's Workers' Compensation fee schedule.

Section 3.
An employee shall be responsible for loss or damage as a result of carelessness, negligence or deliberate acts.

Section 4.
Beginning October 1, 2019, Patrol Support Lieutenants shall be paid an annual personal clothing/equipment stipend of $400. The City will pay this stipend to the Lieutenants in place on October 1 of each year. Stipend will be paid the first full payroll in October unless otherwise agreed upon by both the City and the PBA.

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ARTICLE 22
PAY PLAN

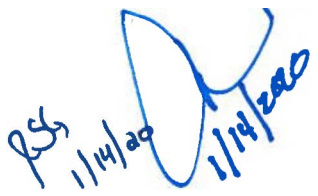
Section 1.
Effective October 1, 2019, the pay Plan shall be increased by 5%. Employees will then progress one step every year after that until the end of this contract. The Pay Plan, attached hereto as Appendix A, shall remain effective from October 1, 2019, through September 30, 2022. Additionally, employees with ID numbers 6418 3846 and 7108 will receive a one-time adjusted to gross payment of $900.00 payable upon ratification. Wages will be adjusted retroactively to October 1, 2019, upon the ratification of this contract for base wages only.

Section 2.
Employees who are maxed out (in the last step) shall receive a $2,000 salary lump sum (pensionable for those not already in the DROP) for that year.

Section 3.
Employees promoted to Lieutenant during the term of this Agreement shall receive an increase to the minimum rate of pay (entry-level step) for the Police Lieutenant position or to the appropriate step resulting in at least a five percent (5%) increase, whichever is greater.

Section 4.
Employees assigned by the Chief to any support position defined as Professional Standards, Detective Division or Administrative Services shall receive a total of $4,300 per year, paid bi-weekly during assignment in said unit. Patrol Support Lieutenants shall not be entitled to Holiday pay (when it is in addition to their normal 40-hour workweek) as it is understood they will be off on City Holidays. It is understood that the Chief has the sole discretion to assign employees to this unit.

Section 5.
Lieutenants who are assigned to the night shift (working a regularly scheduled shift that begins and ends between the hours of 4 p.m. and 7 a.m.) shall receive a $.75 per hour shift differential for the hours worked that fall between these hours. This section shall apply to all bargaining members.



ARTICLE 23
UNIFORM CLEANING SERVICES

Section 1.
Effective October 1, 2019, the City shall provide uniform cleaning services at locations selected at the sole discretion of the City, and shall pay all costs of uniform cleaning expenses for employees, not to exceed two (2) sets of uniforms per week. So long as the cost of this service does not exceed the pro ram amount budgeted for the Police Department as a whole for two consecutive months, employees may have up to four (4) sets of uniforms per week and one (1) jacket per month cleaned. If the pro rate monthly cost exceeds the budgeted amount for two consecutive months, then the uniform cleaning expense benefit shall be returned to two (2) sets of uniforms per week for the remainder of that fiscal year.

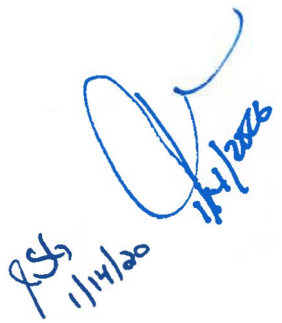
Section 2.
The employees shall be responsible for damage of clothing and equipment as a result of carelessness, negligence, or deliberate acts.

ARTICLE 24
JURY DUTY

Section 1.
In the event an employee is subpoenaed or summoned for Jury Duty in Federal Court or State Court he or she shall be paid the difference between jury pay and his or her regular pay for the normal work hours required to perform such duty. Employees who perform jury duty for only a portion of a regular scheduled workday are required to report to work when excused or released by the Court.

Section 2.
If any employee is called for Federal Jury Duty or State Jury Duty he or she shall immediately notify his or her immediate supervisor so that arrangements may be made for his or her absence from work.

Section 3.
The employee shall provide the Chief of Police with proof of jury duty service before compensation is approved.



ARTICLE 25
PERSONNEL RECORDS

Section 1.
The employer will provide each employee a copy of any document initiated by the employer which is to be inserted in his or her own or Department personnel file. The employee shall be required to sign to acknowledge receipt.

Section 2.
A letter/memo which is initiated by the employer should be initialed by the employee concerned prior to placement in the employee's file to indicate it was seen by the employee.

Section 3.
Complimentary or derogatory letters concerning an employee received by the employer will be placed in the personnel file of the employee concerned. The employee shall be notified forthwith of any letters received, and the employee shall have the right to comment on the contents of such letters, and have such comments entered in his or her file.

Section 4.
Any letter, memo, document or other written material relating to the employee's medical condition, whether past or present, shall be placed in a separate file from his or her personnel file. Said file shall be marked "CONFIDENTIAL," and shall be maintained in accordance with law.

Section 5.
Copies of an employee's file shall be made available to the employee at the rate of $.15 per page. Access to the employee's file shall be granted upon request.

ARTICLE 26
SUBSTANCE TESTING

Section 1.
It is the policy of the City of Bradenton that its employees shall not use illegal drugs or abuse alcohol or lawfully taken drugs. The possession, use or sale of illegal drugs is forbidden to all employees, regardless of whether such use. possession or sale occurs on or off duty. The use or possession of alcoholic beverages (including break and meal periods) while on duty is expressly prohibited.

Section 2.
Any employee covered by this Agreement shall be subject to a blood, urine or intoxilizer test accomplished by certified and qualified operators and accredited testing laboratory if there is reasonable suspicion, based upon observed actions e.g. speech, breath odor, walk, on the part of the employee's immediate supervisor and the Police Chief or his/her designee, that the employee is under the influence of alcohol, drugs or controlled substances while on duty. Anonymous phone calls, by themselves, will not constitute reasonable suspicion.

Section 3.
When an employee tests positive (i.e. a drug or drugs is detected in the blood) a second test will be run on the sample originally taken. If the second test does not detect the presence of a drug or drugs, the second test shall prevail.

Section 4.
The testing will be done at the City's expense. Prior to testing, the employee shall be afforded the opportunity to disclose any medications or substances that may impact the test results. If the test results establish with reasonable scientific certainty that an employee is present at work with the presence of alcohol or drugs in his or her system, the employee may be disciplined or discharged.

Section 5.
The failure or refusal of an employee to submit to a blood, urine or intoxilizer test when ordered to take it, shall result in discharge.

Section 6.
In the event that an employee informs the employer of employee's abuse of alcohol/drugs prior to reporting for duty and prior to testing, no disciplinary action shall be taken against the employee; provided, the employee enrolls in a bona fide rehabilitation/treatment program. Sick leave and/or vacation may be utilized for rehabilitation and treatment. If sick leave and vacation credits have been exhausted, employee may be granted leave of absence, without pay. Failure to successfully complete the rehabilitation/treatment program shall result in discharge. This applies to the first offense only.

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Section 7.
The parties agree that the City has in place a "Drug Free Workplace" program under the Florida Workers' Compensation Act and that the City may unilaterally update such program to conform to the changes in the law. The testing process for tests conducted pursuant to this Article shall be in accordance with this program.

Section 8.
Employees covered under this agreement shall be subject to random testing of up to ten percent (10%) of the total sworn Police Department workforce each month. Random selection will be done by computer, and shall be operated outside the Police Department. Upon request, the Union shall be afforded the opportunity for examination of the random selection process for the purpose of insuring the integrity of the system. Employees who test positive for illegal drugs as a result of a random test shall be terminated. Employees who test positive for other than illegal drugs may take advantage of the rehabilitation opportunity set forth in Section 6 above, subject to the terms and conditions set forth therein.

ARTICLE 27
EDUCATIONAL INCENTIVE

Section 1.
The City shall pay a salary incentive to all full-time police officers pursuant to Section 943.22, Florida Statutes.

Section 2.
Upon advance approval, the City shall reimburse registration and tuition expenses for full-time employees enrolled in job-related training, classes, or a degreed program. Reimbursement will be approved, processed, and effectuated in the manner prescribed in Section 9.12 of the City of Bradenton Employee Handbook, or Police Department Policy, which may be amended from time to time.

Section 3.
Any employee receiving permission to attend a specialized training class or seminar paid for by the City must maintain employment with the Bradenton Police Department for at least one (1) year after the date of completion of the training class or seminar. If an employee chooses to leave his or her employment with the Bradenton Police Department prior to the one-year anniversary of the completion of the training class or seminar, the employee agrees to reimburse the City for the cost of the training class or seminar.

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ARTICLE 28
HEALTH AND DISABILITY INSURANCE

Members of the bargaining unit shall be enrolled in the City's Insurance programs and shall be subject to the terms and conditions therein. The Union may appoint a representative to serve on the City Benefits Committee. The Union's designee shall have the opportunity to provide input and vote on any recommendation made to the City Council. If the Union disagrees with any of the insurance options to be presented to the City Council for consideration, the Union may make a presentation to Council before a decision is made regarding benefits, it being understood that ultimately employees covered by the Agreement shall be subject to same insurance benefits on the same terms as are enjoyed by other City employees generally.

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ARTICLE 29
LONGEVITY PAY

The City currently offers longevity pay to its employees through its longevity pay program which the bargaining unit employees are a part of. The City most recently revised this program on October 9, 2013. The City will give the PBA notice (at least forty-five (45) days) and an opportunity to bargain over any changes which the City may need to make to its longevity pay program due to economic conditions or otherwise.

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ARTICLE 30
LEAVE DONATION

Employees of the City of Bradenton Police Department may voluntarily donate vacation leave to another employee of the City of Bradenton Police Department when, in the opinion of each individual donor employee, there is a reason for doing so. Each employee may donate up to two (2) days of vacation leave. Leave donations shall be limited so that no employee may donate more than a maximum of two (2) days leave to another employee during any twelve (12) month period. Employees who receive leave donations must first exhaust their own personal vacation and/or sick leave accounts. All leave time donated shall be deposited in the receiving employee's leave bank within a reasonable time of the donation, and providing that there has been reasonable written notice of the donation on a form approved by the City. Donated time may only be used for sick leave purposes.

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ARTICLE 31
UNION MEETINGS AND E-MAIL

The City of Bradenton agrees to allow the Union to schedule meetings of the bargaining unit at the Bradenton Police Department.

The City agrees to allow the continued use of Department e-mail for non-political union business and correspondence between members of the bargaining unit and Union officials as well as the scheduling of Union activities. Use of the Department e-mail shall be limited strictly to the purposes set forth herein above. Uses other than those specified above are prohibited.

Abuse of the Department e-mail shall result in the parties scheduling bargaining within fourteen (14) days of such abuse to negotiate a resolution of the problem which may include suspension or revocation of this privilege.

The City agrees to allow the continued use of station bulletin boards for the purpose of posting Union business and correspondence.

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ARTICLE 32
PERSONAL EQUIPMENT

Patrol Lieutenants covered under this agreement shall receive a stipend of $80 per year to purchase boots, or other related equipment. This stipend shall be paid during the month of January.

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ARTICLE 33
LIGHT DUTY

Section 1.
Employees may suffer injuries or illnesses which temporarily prevent them from performing the full range of the essential functions of their assigned positions. However, they may be able to work a restricted duty assignment. All employee requests for light duty must be accompanied by a physician's statement describing the specific restrictions being placed on the employee's activities. This physician's statement must also state that light duty work is appropriate given the employee's condition. The Department may assign such duties as the health and condition of the involved employee permits.

Employees injured on duty are also eligible to receive Workers' Compensation and on-duty injury benefits in accordance with state law and provisions contained elsewhere in this Agreement.

Section 2.
Employees who are temporarily unable to perform full duty, regardless of whether the injury occurred on duty or off duty, may request light duty assignments through their Chain of Command. Light duty assignments will be made through the Office of the Police Chief and may be mandated by management if light duty work isavailable.

First preference for light duty assignments shall be given to employees who have been injured on the job, followed by seniority based upon the employee's hire date. If light duty work is not available as determined by the Police Chief or designee, the employee shall not be permitted to work but may utilize whatever benefit, if any, is appropriate (e.g., accrued annual leave, accrued sick leave, Workers' Compensation, etc.).

If light duty work is available and the employee chooses, as permitted by the Family Medical Leave Act, not to work light duty in the case of an on-duty injury, the employee will not receive Workers' Compensation pay or on-duty injury benefits but may use the appropriate accrued leave, or leave without pay if the employee has no accrued leave. It will be the responsibility of the employee to maintain their benefits once accrued leave has been exhausted or is not available.

Section 3.
The opportunity to work light duty, if available, shall be afforded to a sworn officer who has suffered an on-duty injury as the result of one of the following:

1) Exposure to hazardous substances such as HBV and HIV-contaminated materials or chemicals which are known carcinogens; or
2) Physical harm from an encounter with criminal subjects which result in potentially serious medical treatment and extensive recovery.

Light duty assignments are intended for temporary periods when the employee is unable to perform the essential functions of his/her position, and shall cease to be available when he/she is informed that he/she has reached maximum medical improvement (MMI) or until a period of two (2) years has expired, whichever occurs first. This two (2)-year time period begins on the date when the physician places the employee on restricted/modified or no duty/total temporary disability (TTD) status because the employee cannot perform the essential functions of the job, and may only be extended by the Chief of Police or designee for an employee who has suffered a catastrophic injury as defined by Workers' Compensation Law. This time frame includes time off, time on light duty, and any period when the employee works intermittently.

An on-duty injury is an injury compensable under the Florida Workers' Compensation Law. Employees who are working in a light duty capacity as a result of an on-duty injury shall be relieved of duty when scheduled by the Workers' Compensation officer for continuing treatment, therapy sessions, and/or return visits to the treating physician for evaluations. Absences of less than one (I) full shift for Workers' Compensation follow- up treatment shall be considered as regular work time with no loss of pay for pay code purposes. Absences in excess of one (I) full shift shall be covered and paid in accordance with Workers' Compensation provisions.

Section 4.
"Administrative (paid) time off' will be granted for shifts not worked due to an on-duty injury or illness as determined under this article, to fill the gap between the time an employee is first injured and the time Workers' Compensation begins during the initial treatment of the injured sworn employee. It is understood that FMLA leave runs concurrently with time off due to on-duty injuries or illnesses covered by Workers' Compensation.

Section 5.
Should an officer, as indicated in Section 3 of this Article, who has suffered an on-duty injury, reach MMI prior to the expiration of the two (2)-year time limit and such designation continues to restrict the individual's ability to fully perform the essential functions of his/her job, the employee may apply for a disability pension.

Such employee may also seek a civilian position which would be compatible with their limitations within the Department or the City.

Section 6.
Should an officer, as indicated in Section 3 of this Article, who has suffered an on-duty injury, reach the two (2) year time limit prior to reaching MMI, the employee may also seek other employment which is compatible with his/her limitations within the Department or the City.

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Section 7.
An injured employee under Sections 4 and *5* of this Article who does not qualify for a pension and who is not able to obtain a different position, may be vested in accordance with the normal vesting schedule contained in the pension plan of which the employee is a member, and shall be separated from employment with the City. Applicable Workers' Compensation benefits will continue to be provided in accordance with state law.

Section 8.
The opportunity to work light duty, if available and if so indicated by the health care provider, shall be afforded to an officer who suffers an illness or has been injured off- duty who is unable to perform the essential functions of the job of a Police Officer, or has suffered an on-duty injury which is not the result of one of the conditions described in Section 3 of this Article.

Such light duty assignments may continue until the employee is informed by the treating physician that the employee has reached MMI or until a one (1)-year period of time has expired, whichever occurs first. This time frame includes time off, time on light duty, and periods where the employee works intermittently. The one (1)-year time period begins on the date of injury or commencement of the illness.

Section 9.
An officer under Section 8 of this Article may apply for a disability pension and/or seek a civilian position within the Department or the City.

An officer who does not qualify for a disability pension and/or is not able to obtain a civilian position, shall be separated from City employment and may vest in accordance with the normal vesting schedule, if eligible, in the pension plan of which the employee is a member.

Section 10.
It shall be the responsibility of the employee to pursue his/her options, i.e. seek a disability pension or other employment, with the City's Human Resources Department or the pension administrator.

Section 11.
It shall be the responsibility of the Department to request that the Human Resources Department change an employee's employment status whenever an employee reaches MMI, or within ninety (90) days of the expiration of the applicable one (1) or two (2)- year time frame, whichever comes first.

Section 12.
Both parties agree that the provisions and time frames specified in this Article do

ARTICLE 34
PENSION

Section 1.
As soon as practical following the ratification of this agreement the City agrees to draft and adopt an ordinance amending the current pension plan provisions of the City of Bradenton Police Officers' Retirement System, effectuating the following changes to the current retirement system:

a) A defined contribution "share plan" component shall be established as a supplemental part of the existing Chapter 185 retirement system. This share plan shall be funded with 50% of the excess premium tax revenues received by the retirement system in any plan year. Those plan members who received credited service for the full plan year shall be entitled to one share of the 50% excess premium tax revenue distribution for that plan year, credited into their supplemental share account.

b) The City shall be entitled to 50% of the excess premium tax revenues received by the retirement system in any plan year and may use those funds to pay down any unfunded liability existing in the plan, or should there be an unfunded liability carried in the plan, the City may use these funds to offset its normal pension plan costs for that year.

c) For purposes of calculation and future distribution of excess premium tax revenues, $600,000 shall be utilized as the new base amount. The City shall be entitled to utilize the first $600,000 in premium tax revenues received in any plan year to offset their pension costs. Amounts received in excess of $600,000 (excess premium tax revenues) shall be split equally between the City and the funding of the supplemental share plan benefit as outlined in paragraphs (a) and (b) above.

d) Plan members who are otherwise vested in other benefits provided for in the plan shall also be vested in their supplemental share plan benefits.

e) Share plan account balances shall be distributed to plan members who qualify for disability, early or normal retirement benefits and shall be taken in either lump sum distribution or may be rolled into another qualified retirement or investment vehicle at time of separation from the City.

11/4/20

f) Monies held in the supplemental share plan accounts for each member shall receive the same interest rate adjustment (positive or negative) as the overall plan receives through investments in each quarter.

g) Those employees hired after June 1, 2013 shall have their benefit multiplier increased to 2.75% prospectively for credited service following the date the pension ordinance is adopted.

1/14/20

1/14/20

ARTICLE 35
DURATION

Section 1.
This Agreement shall be effective as of October 1, 2019, and shall remain in full force and effect until its expiration date, September 30, 2022.

CITY OF BRADENTON, FLORIDA

WAYNE POSTON,
MAYOR

ATTEST:

SHARON BEAUCHAMP,
CITY CLERK AND TREASURER

DATED: 2/6/2020

FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

MICHAEL MCHALE
PRESIDENT,
SWFPBA

DATED: 2/3/2020

ATTEST:

JEREMY GIDDENS
PBA REPRESENTATIVE

DATED: 1/27/2020

1/14/20

APPENDIX A

PAY PLAN

Lieutenant Pay Plan Effective October 1, 2019

Step 1 (base)	82,000.00
Step 2	84,460.00
Step 3	86,994.00
Step 4	89,604.00
Step 5	92,292.00
Step 6	95,061.00

APPENDIX B

3 YEAR SCHEDULE

Year One

Employee ID Number	Step	10/01/2019 Salary	
6418		$82,000	plus $900.00 adjusted to gross
3846		$82.000	plus $900.00 adjusted to gross
7108		$82,000	plus $900.00 adjusted to gross
6168	4	$89,604	
3542	4	$89.604	
4630	5	$92.292	
3898	5	$92,292	

Year Two

Employee ID Number	Step	10/01/2020 Salary
6418	2	$84,460
3846	2	$84,460
7108	2	$84.460
6168	5	$92,292
4630	6	$95,061
3898	6	$95.061

Year Three

Employee ID Number	Step	10/01/2021 Salary	
6418	3	$86,994	
3846	3	$86,994	
7108	3	$86.994	
6168	6	$95,061	
4630	6	$95.061	plus $2,000 adjusted to gross

11/27/2020

11/27/2020

CITY OF BRADENTON / POLICE BENEVOLENT ASSOCIATION

MEMORANDUM OF UNDERSTANDING
Take-Home Vehicles

This Memorandum of Understanding is entered into between the City of Bradenton and the Police Benevolent Association, on January 22, 2020.

1. Pursuant to the Memorandum of Understanding currently in place, officers who are able to take City vehicles home (as authorized by the Chief of Police), shall be assessed a fee depending upon where they reside.
   - Officers who reside in the City of Bradenton, city limits, will not be charged a fee.
   - Officers who live outside of the City, but within Manatee County, shall be charged $50 per month while taking a City vehicle home.
   - Officers that reside outside of Manatee County are not permitted to take a City vehicle home.

   Employees that are authorized to take a vehicle home must comply with all requirements of the City of Bradenton Police Department Take-Home Vehicle PGO, as amended from time to time. Failure to comply with the PGO will result in the loss of the City vehicle.

2. Employees that reside within seven (7) miles of City Hall will have their take-home vehicle fee suspended. In order to receive the waiver of the fee employees must submit, to Human Resources, a MapQuest Map from City Hall to their residence which confirms the distance is seven miles or less. Failure to submit this proof will result in the fee not being waived until the map is provided.

This entire policy is suspended for the current year (2019-2020).

This policy is eligible for re-evaluation at the beginning of each contract year (2020-2021 and 2021-2022).

FOR THE CITY OF BRADENTON

Sharon Beauchamp, ~~City~~ ~~Administrator~~
City Clerk & Treasurer

FOR THE PBA

Jeremy Giddens, PBA Representative

1/27/2020

1/27/2020

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