

**MEMORANDUM OF UNDERSTANDING
WITH REGARD TO UNIFORMS AND EQUIPMENT
WEST PALM BEACH POLICE DEPARTMENT PERSONNEL**

THE CITY OF WEST PALM BEACH, FLORIDA (hereinafter, the "CITY") and the PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter, the "PBA") agree on the following change in the Uniforms and Equipment Article, known as Article 25 of the October 1, 2007 to September 30, 2008 Collective Bargaining Agreement between the CITY and the PBA.

ARTICLE 25. UNIFORMS AND EQUIPMENT

Section 1.

The City shall furnish uniforms and duty belt systems to all employees who are required to wear such uniforms in the performance of their duties and agrees to replace unserviceable uniforms as required.

Section 2.

Any uniform or related equipment initially supplied by the City, which is damaged or destroyed while an officer is acting in the performance of his/her official duties, shall be replaced by the City at no cost to the officer, provided the same is not the result of his negligence. Such claim of loss must be supported with reasonable proof and shall be subject to the approval of the Police Chief or his/her designated representative.

Section 3.

It shall be the responsibility of each officer to check any vehicle which has been assigned to him or her, to ensure it is in safe operating condition prior to use or operation. An employee will report any suspected unsafe condition to his/her immediate supervisor. If the supervisor believes that the vehicle is in such an unsafe condition to be a hazard to the operator or the public, the vehicle maintenance department shall be notified for appropriate disposition. The vehicle maintenance department shall be the final authority as to inspection and repairs needed to release a vehicle into service.

A. Take Home Vehicles

1. Community Oriented Police Officers assigned a vehicle for their normal duties, and all active duty police officers who reside within the City who are employed and eligible for a take-home police vehicle ~~prior to ratification of this Agreement~~ shall be assigned a take-home police vehicle in accordance with SOP I- 18. All other assignments of police vehicles, including take-home, will be in accordance with SOP I- 18. An assigned take-home vehicle remains with the officer until the officer moves outside the city or the vehicle is replaced with a new vehicle. No officer will be forced to drive a vehicle more than six (6) years old or one that has more than 120,000 miles unless refurbished. City resident non-uniform officers who presently have assigned vehicles shall be permitted to take those vehicles home. Uniform patrol officers ~~who live in the city~~ may use their vehicles as take-home vehicles on their assigned work days.

2. Any officer assigned a take home vehicle who resides outside of the City limits will be required to pay a fuel surcharge. The following chart will be used to determine the fuel charge that will be assessed to each officer who has a take home vehicle. These costs will be paid through payroll deductions and will become effective the first full payroll period starting after June 1, 2008. All officers assigned a take home vehicle who reside within the City and all K-9 officers will not be required to pay a fuel charge for the use of the City Vehicle.

Distance	Assigned Work Days Patrol	Permanent Others	
0 -9 miles	\$10.00 per pay period	\$15.00 per pay period	
10 – 20 miles	\$15.00 per pay period	\$25.00 per pay period	
21 – 30 miles	\$25.00 per pay period	\$35.00 per pay period	
31 – 40 miles	\$50.00 per pay period	\$60.00 per pay period	

3. Any officer who lives more than 40.1 miles one-way from Police Headquarters (600 Banyan Blvd.) will not be entitled to a take home a vehicle.

4. Any officer assigned to the following units/detail, who resides outside the City, will not be entitled to a take home vehicle: Accreditation, Helicopter, Staff Services and Water Catchment.

5. Google Earth will be utilized in calculating mileage from Police Headquarters to the officer’s place of residence to determine total distanced traveled.

6. Any time an officer changes his/her address they must follow Standard Operating Procedures Rules and Regulations 2 – 8. The new address will be used to determine if there will be a change in the fuel surcharge that the officer is required to pay. Such adjustment will become effective on the next full pay period after the date of the notification.

B. Detectives shall be allowed to drive their assigned vehicles to and from work under the following conditions and will be required to pay the same fuel charge as outlined in Section 3A above unless they reside within the City:

1. They will not engage in personal use of their assigned police vehicle while on duty.
2. The police vehicle will only be used for transportation between police headquarters, crime scene or other legitimate police business and home.
3. Detectives will keep the assigned vehicle available for all required maintenance. All required cleaning of the vehicle will be scheduled and completed in an on duty capacity.
4. All members will comply with West Palm Beach Police SOP I -18.

~~C. In the event that the City changes the current take home car policy with regard to those employees who currently have a take home car or have a take home car and live within the City limits, the City will give notice to the PBA to request impact bargaining on that issue.~~

Section 4.

- A. All sworn uniformed police officers or non-sworn employees who are attending the Police Academy will be provided a uniform cleaning allowance of seven hundred (\$700) dollars, all sworn officers assigned to a plain clothes detail will receive a non-uniform cleaning allowance of nine hundred (\$900) dollars.
- B. A shoe allowance of eighty (80) dollars will be provided annually in a lump sum no later than the second (2nd) pay period in November.
- C. The uniform cleaning allowance as set forth herein shall be paid to an employee in a lump sum no later than the second pay period in November, or as otherwise stated in this Agreement, based on the employee's assignment as of October 1. Any new employee hired after October 1 but prior to the second (2nd) pay period in November shall be eligible to receive the appropriate uniform cleaning allowance.

Section 5.

The City will arrange to have each patrol vehicle thoroughly washed and cleaned, including the interior, on a weekly basis.

Section 6.

The City will provide each officer with a two-way portable radio for use while away from their patrol vehicle.

Section 7.

The City will arrange to have each patrol vehicle's speedometer calibrated every six (6) months and post such in a conspicuous position in each vehicle.

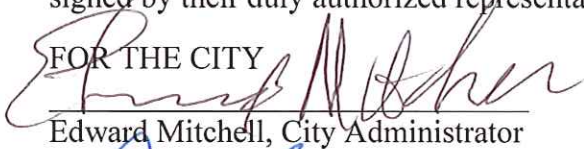
Section 8.


An employee will retain his or her weapon upon retirement, provided that the employee has served at least twenty (20) years as a City of West Palm Beach Police Officer and is eligible to immediately collect pension benefits under the City of West Palm Beach Police Pension Plan.

The Parties hereto represent that they have full legal authority to enter into this Memorandum of Understanding.

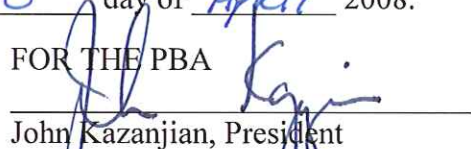
IN WITNESS THEREOF, the Parties have caused this Memorandum of Understanding to be signed by their duly authorized representatives on the 30 day of April 2008.


FOR THE CITY


Edward Mitchell, City Administrator


Rich Samolewicz, Employee Relations Manager

FOR THE PBA


John Kazanjian, President
Palm Beach County PBA


Louis Penque, President
West Palm Beach PBA

CITY ATTORNEY'S OFFICE

Approved as to form and legal sufficiency

By:  Date: 4/30/08