

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF EUSTIS

AND

POLICE BENEVOLENT ASSOCIATION

FISCAL YEARS 2018 – 2021

TABLE OF CONTENTS

<u>Article 1 – Preamble</u>
<u>Article 2 – Recognition</u>
<u>Article 3 – Severability</u>
<u>Article 4 – Non-Discrimination</u>
<u>Article 5 – Dues Deduction</u>
<u>Article 6 – Bulletin Boards</u>
<u>Article 7 – Work Stoppages</u>
<u>Article 8 – Management Rights</u>
<u>Article 9 – Rules and Regulations</u>
<u>Article 10 – Union Business</u>
<u>Article 11 – Grooming</u>
<u>Article 12 – Internal Investigations and Disciplinary Procedures</u>
<u>Article 13 – Layoffs and Recalls</u>
<u>Article 14 - Transfers</u>
<u>Article 15 – Personnel Records</u>
<u>Article 16 – Grievance and Arbitration Procedure</u>
<u>Article 17 – Seniority</u>
<u>Article 18 – Extra-Duty Employment</u>
<u>Article 19 – Working in a Higher Classification</u>
<u>Article 20 – Drug and Alcohol Testing</u>
<u>Article 21 – Department Assigned Vehicles</u>
<u>Article 22 – Health Insurance</u>
<u>Article 23 – Compensation</u>
<u>Article 24 – Holidays, Annual Leave (Vacation), and Sick Leave</u>
<u>Article 25 – Hours of Work and Overtime</u>
<u>Article 26 – Pension</u>
<u>Article 27 – Entire Agreement and Duration</u>

ARTICLE 1
PREAMBLE

This Agreement (hereinafter “Agreement” or “Contract”) is entered into by and between the City of Eustis (hereinafter the “City”) and the Florida Police Benevolent Association, Inc. (hereinafter the “Union” or the “PBA”).

ARTICLE 2
RECOGNITION

2.1 The City recognizes the Union as the exclusive bargaining agent for all employees in the job classifications included in PERC Certification No. 1820 and that the City has the obligation to bargain solely and exclusively with the Union and/or its designees. All other persons not specifically included by the aforementioned certification shall be excluded from the bargaining unit and shall not be covered by the terms of this Agreement. The bargaining units covered hereunder shall be as follows:

INCLUDED: All full-time law enforcement personnel employed by the City of Eustis in the classifications of Police Sergeant, Police Corporal, Senior Police Officer, Police Officer II, and Police Officer.

EXCLUDED: All other employees of the City of Eustis, including the Chief of Police, the Police Captains, the Sergeant/Office of Professional Standards, Reserve Officers, and all non-law enforcement (civilian) personnel.

2.2 The Union recognizes that it has the obligation to bargain solely and exclusively with the City Manager and/or his designees and that, while the Union may express its positions to the City's elected officials, the Union has the obligation to refrain from any bargaining with the City's elected officials.

ARTICLE 3
SEVERABILITY

If any provision of this Agreement is rendered or declared invalid by any court action or by reason of any existing or subsequently enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event any provision of this Agreement is lawfully declared invalid, the City and the Union shall meet as soon as practicable to negotiate a replacement provision.

ARTICLE 4
NON - DISCRIMINATION

4.1 The parties agree that they will not illegally discriminate against any employee because of race, color, sex, national origin, religion, marital status, disability, age, or any other factor violative of applicable state or federal law. Nothing herein shall restrict the City from taking any action to promote or implement equal employment opportunity and affirmative action in accordance with applicable law.

4.2 The Union will not illegally discriminate against or harass any employee who does not choose to become a member of the Union.

4.3 There shall be no illegal discrimination, interference, restraint, or coercion by the City against any employee for his activity on behalf of, or membership in, the Union.

4.4 An alleged violation of paragraph 4.1 shall be processed through the City's established internal procedures for investigating and resolving alleged complaints of discrimination and the procedures established by state and federal discrimination laws. Alleged violations of paragraph 4.1 cannot be processed through the grievance procedure in this Agreement.

4.5 All references in the Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female bargaining unit employees.

ARTICLE 5
DUES DEDUCTION

5.1 Deductions – During the term of this Agreement, the City agrees to deduct PBA membership dues and other authorized deductions, if any, in an amount established by the PBA and certified in writing by the President of the Florida Police Benevolent Association or his designee from the pay of those employees in the bargaining unit who individually make such request on a written check-off authorization form provided by the PBA. Such deductions will be made by the City when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the City.

- A. The PBA shall advise the City of any increase in dues in writing at least thirty (30) days prior to its effective date.
- B. This Article applies only to the deduction of membership dues and other authorized deductions, if any, and shall not allow the deduction of any fines, penalties, or special assessments.

5.2 Remittance – Deductions of dues and other authorized deductions, if any, shall be remitted exclusively to the President of the Florida Police Benevolent Association or his designee, by the City on either a biweekly or monthly cycle along with a list containing the names and social security numbers of the employees for whom the remittance is made.

5.3 Insufficient Pay for Deduction – In the event an employee's salary earnings within any pay period, after deductions for withholding, social security, retirement, health insurance, and other priority deductions, are not sufficient to cover dues and any other authorized deductions, it will be the responsibility of the PBA to collect its dues and uniform assessments for that pay period directly from the employee.

5.4 Termination of Deduction – Deductions for PBA dues and/or other authorized deductions shall continue until either:

- A. Revoked by the employee by providing the City and the PBA with thirty (30) days written notice that he is terminating the prior check-off authorization;
- B. Revoked pursuant to Section 447.507, Florida Statutes;
- C. The termination of employment; or
- D. The transfer, promotion, or demotion of the employee out of the bargaining unit.

5.5 Indemnification – The PBA shall indemnify, defend and hold the City, its officers, officials, agents and employees, harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the City, its officials, agents, and employees in complying with this Article. The PBA shall promptly refund

to the City any funds received in accordance with this Article which are in excess of the amount of dues and/or uniform assessments which the City has agreed to deduct.

5.6 Dues Check-Off Authorization Form – The Dues Check-off Authorization Form supplied by the PBA shall be the only form used by bargaining unit members who wish to initiate dues deduction and shall contain all the information required by the form prior to submission to the City. Any change in the Dues Check-off Authorization Form will not affect deductions authorized by previously existing forms.

The City will not be required to process Dues Check-off Authorization Forms that are:

- A. Not properly or completely filled out;
- B. Postdated; or
- C. Submitted to the City more than sixty (60) days following the date of the unit member's signature.

ARTICLE 6
BULLETIN BOARDS

6.1 The City shall furnish the Union with a space for a bulletin board (not to exceed thirty-six (36) inches by forty-eight (48) inches) at a mutually agreeable location in the Police Station.

6.2 The Union shall provide a bulletin board for the aforementioned location. The Union shall utilize the bulletin board only to post the following:

- A. Notice of Union meetings;
- B. Notice of Union elections and Union election results;
- C. Copies of the Union's Constitution and By-laws and Amendments thereto;
- D. Notice of recreational and social affairs of the Union;
- E. Copy of this Agreement;
- F. Notices of dues (changes);
- G. Names of Union officials (and changes thereto);
- H. Union newsletter (monthly, quarterly, annual, or special publication); or
- I. Minutes of Union meetings.

6.3 All materials placed upon the bulletin board by the Union will be on official Union letterhead and signed by the Union President or his designee. The Police Chief or his designee shall be furnished with a copy of any material to be posted prior to posting.

6.4 Under no circumstances shall the Union post any notice containing material of a political nature or material tending to directly or indirectly disparage or demean the City or any of its elected or appointed officials or employees.

ARTICLE 7
WORK STOPPAGES

7.1 There shall be no strikes, work stoppages, slowdowns, mass resignations, sickouts, or other job actions or refusal to perform assigned work by the employees covered under this Agreement.

7.2 The parties agree that any employee who participates in or promotes any of the aforementioned activities may be discharged or otherwise disciplined by the City. Nothing herein shall restrict the City from levying different disciplinary actions against different employees based on their involvement in activities prohibited hereunder.

7.3 Should there be any alleged violation of this Article, the Union shall promptly take appropriate action, within its authority, to remedy the situation, including publicly disavowing such action.

ARTICLE 8
MANAGEMENT RIGHTS

8.1 The City reserves and retains all rights, powers, prerogatives and authority customarily exercised by management to manage and direct any and all of its operations, except as expressly limited or modified by a specific provision of this Agreement.

8.2 Accordingly, the City specifically, but not by way of limitation, reserves to itself and retains the sole and exclusive right to:

- A. Determine the scope of the service, purpose and organizational structure of the Police Department, including merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily or permanently, in whole or in part, whenever the sole discretion of the City's good business judgment makes such curtailment or discontinuance advisable;
- B. Set minimum performance standards for service to be offered to the public, including minimum qualifications for positions;
- C. Change, modify or alter the composition and size of the work force;
- D. Determine the location, methods, means and personnel by which operations are to be conducted; determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement;
- E. Change, increase, reduce, or combine job duties, tasks, or responsibilities for any job, so long as the duties, tasks, and/or responsibilities remain within the generic scope of law enforcement services and provide or amend job descriptions consistent therewith;
- F. Transfer, assign, schedule employees in positions within the organizational structure of the Police Department, and, in the case of light duty, anywhere within the organizational structure of the City;
- G. Hire, examine, classify and/or otherwise determine the criteria, qualifications and standards of selection for employment;
- H. Require any and/or all bargaining unit employees to submit to an examination and/or testing by a health care professional based upon the reasonable belief that the employee may be unable to perform any or all of his assigned job duties, or as part of any periodic or routine physical, as allowed by law;
- I. Promote and/or otherwise establish criteria and/or procedures for promotions within and without the bargaining unit; and determine the number and types of positions as well as the number and types of positions in each classification in any plan which is or may be developed by the City;

- J. Lay off and/or relieve employees from duty due to lack of work, lack of funding or for other legitimate reasons;
- K. Determine the allocation and content of job classifications; and determine all training parameters for all City positions, including persons to be trained and the nature, extent and frequency of training;
- L. Contract and/or subcontract any existing or future work;
- M. Fire, demote, suspend or otherwise discipline employees for proper cause;
- N. Control the use of equipment and property of the City and determine the maintenance procedures, materials, facilities, and equipment to be used, and introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- O. Determine the number and classifications of employees assigned to any shift, station or piece of equipment;
- P. Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency situations; and
- Q. Exercise all management rights and prerogatives as determined by the Public Employees Relations Commission, and the state and federal courts of competent jurisdiction.

8.3 The above rights of the City are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management, except as expressly limited or modified by a specific provision of this Agreement.

8.4 If the City fails to exercise any one or more of its functions from time-to-time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

8.5 If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or any similar or dissimilar catastrophe, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

8.6 The exercise of the management rights set forth above shall not preclude the Union or any employee covered hereunder from filing a grievance under the Grievance and Arbitration Procedure herein should the Union or the employee feel that the action taken by management violated a specific provision of this Agreement.

ARTICLE 9
RULES AND REGULATIONS

9.1 The employees covered hereunder shall comply with all rules, regulations, policies, procedures and operating bulletins of the City or the Department, and any amendments thereto, except as superseded or modified by this Agreement.

9.2 Should the City or the Department amend or modify any of the aforesaid rules, regulations, policies, or procedures, a courtesy copy of any such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be mailed or delivered to the Union (or the Union's designee) at least ten (10) business days prior to implementation. Nothing herein shall restrict the City or the Department from implementing any new (or amended) rule, regulation, policy, procedure, or operating bulletin prior to the expiration of ten (10) business days if operational necessity requires such earlier implementation. The Union shall have the right to bargain over the impacts of any negotiable changes in accordance with applicable law.

9.3 The Union shall be furnished a copy of all current and subsequently amended written rules, regulations, policies, procedures, and operating bulletins pertaining to employer-employee relations and distributed to members of the bargaining unit.

9.4 No disciplinary action will be taken for a violation of a new (or amended) rule, regulation, policy, procedure, or operating bulletin until the passage of at least forty-eight (48) hours after dissemination to the employees. For the purpose of this Article, dissemination of such new (or amended) rule, regulation, policy, procedure, or operating bulletin shall be via electronic mail, telecommunication, station briefing, bulletin board posting, personal distribution, or any other appropriate means.

ARTICLE 10
UNION BUSINESS

10.1 The City shall recognize two (2) bargaining unit employees as PBA Representatives to represent bargaining unit employees. A written list of the employee PBA Representatives, the PBA Staff Representative, the PBA Officers, the PBA Attorney, and PBA Board Members shall be furnished to the Human Resources Director and the Police Chief prior to the effective date of the PBA Representatives and officials assuming their duties. Prompt written notification of changes of the employee PBA Representatives and other PBA officials designated above shall be provided to the Human Resources Director and the Police Chief. No employee PBA Representative or official will be recognized by the City unless such written notification was presented prior to such Representative or official assuming his duties.

10.2 The employee PBA Representatives shall be paid by the City only when they perform assigned law enforcement duties and/or work directed by the City. To the extent that these employees wish to perform Union duties (such as negotiations, grievance processing, attending Union conventions, etc.) during their normal work schedules, they may utilize vacation leave; provided, however, that they comply with the rules otherwise applicable to vacation leave. The Chief of Police may, in his sole discretion, approve employees during their normal work schedules to attend negotiations, provided that no overtime occurs and work load permitting. The employee PBA Representatives shall not be required to utilize vacation leave where their attendance at meetings during working hours is specifically requested by the City.

10.3 Nothing contained in this Agreement shall preclude any employee from discussing a problem directly with his immediate non-bargaining unit supervisor or any other Departmental official without the intervention of the Union. Any resolution made by an employee covered hereunder with his non-bargaining unit supervisor, shall not be inconsistent with the terms of this Agreement, nor shall the resolution set a precedent for the settlement of any other disagreement involving the same or other employees, and no such resolution by an employee without the intervention of the Union shall change or adversely impact the terms and conditions under this Agreement.

ARTICLE 11
GROOMING

11.1 The grooming standards set forth in Police Department General Order 3.4:5 shall apply to the bargaining unit employees.

11.2 Either party may reopen this Article for FY 2019-20.

ARTICLE 12
INTERNAL INVESTIGATIONS AND DISCIPLINARY PROCEDURES

12.1 The City may discipline employees for proper cause which shall be defined as any reason provided for in City, Departmental and Divisional policy, rules, and regulations or other Articles of this Agreement as long as such reasons are not in specific conflict with a written provision in this Agreement. The Grievance and Arbitration Procedure in Article 16 shall be the exclusive procedure to contest disciplinary actions, and only discipline which results in suspension, non-probationary demotion, or termination may be taken to arbitration by the Union as set forth in Article 16.

12.2 All employees covered hereunder shall be subject to City and Departmental Rules and Regulations.

12.3 Employees shall have the right to request Union representation at all meetings with management in which disciplinary action to the employee may result. Interrogations of employees under formal investigation for conduct in which disciplinary action may result shall be in accordance with the Florida Law Enforcement Officers Bill of Rights, Chapter 112, and City and Departmental Policies and Procedures. This will include providing the employee with any and all written or recorded witness statements relating to the incident under investigation.

12.4 Prior to any suspension or termination, an employee shall be advised of the allegations against him and be provided with an opportunity to respond to such allegations to a member of the Command Staff (i.e., Captain or above). In any meeting with a member of the Command Staff to respond to such allegations, the employee, if he requests, shall be allowed representation.

12.5 There shall be no disciplinary action entered into an employee's personnel file without the employee being made aware of such action. Upon request, the City shall provide the employee with a copy of any notice or report of disciplinary action placed in the employee's personnel file.

12.6 No disciplinary action shall be taken against an employee unless and until the employee is so notified. Disciplinary action, other than termination, shall not be effective until exhaustion of the right to grieve if pursued, up to and including completion of Step 3 of the Grievance process, as set forth in Article 16.

12.7 Bargaining unit employees serve at the will and pleasure of the City during their new-hire probationary period (i.e., twelve months and any extension thereof imposed by the Police Chief, not to exceed 120 calendar days). As such, new-hire probationary employees may be disciplined or discharged with or without cause, and with or without notice. Further, new-hire probationary employees shall not be subject to the Law Enforcement Bill of Rights.

12.8 The City has established in Department Policies and Procedures a voluntary expedited investigation process, which allows for resolution of alleged violations prior to formal investigation, or voluntary expedited discipline process, which allows for resolution of disciplinary

level upon completion of formal investigation. Such process established must provide that (1) the alternate resolution process be voluntary for both employee and the City; (2) all resolutions be mutually agreed to and reduced to writing signed by the employee, the City, and the Union if representing the employee; (3) no grievance may be pursued or filed if a mutual agreement is reached; and (4) any discussions in the resolution process may not be used or relied upon in the discipline or grievance process if no mutual agreement is reached.

ARTICLE 13
LAYOFFS AND RECALLS

13.1 Layoffs shall be in accordance with Section 8.01(H), and recalls shall be in accordance with Section 8.02 of the City's Personnel Rules and Regulations, and this Article.

13.2 When it becomes necessary for a reduction in force in the bargaining unit ranks, the following will be the order of layoff subject to any requirements of applicable law:

- A. Temporary or part-time sworn employees will be laid off first;
- B. Probationary sworn employees will be laid off next;
- C. Full-time non-probationary sworn employees with the least seniority in the rank will be laid off next.

13.3 The City may deviate from paragraph 13.2.C, if the least senior sworn employees have necessary certifications (e.g., THI) or serve in specialty units or positions (e.g., FTO, SWAT, Detective).

13.4 Should a lay-off occur in the classifications of Sergeant or Corporal, the employee selected for layoff shall be allowed to return to the next lower rank previously held and, where necessary, bump the least senior employee in that lower rank subject to paragraph 13.3.

13.5 Bargaining unit employees shall be recalled in the inverse order of their lay-off and shall have precedence for recall over applicants in the eligibility pool for a period of twelve (12) months from the date of their lay-off. Notice of recall shall be sent in writing to the laid-off employees last known address by certified mail. Any laid-off employee whose response to the offer of recall is not received within ten (10) working days of the date that the notice is sent, or who declines the offer of recall, shall lose their recall rights.

ARTICLE 14
TRANSFERS

14.1 Transfers to and from specialty units shall be within the exclusive discretion of the Police Chief, or his designee and this Article.

14.2 Vacancies in specialty units shall be posted for at least ten (10) calendar days prior to the actual selection. Qualifications for the particular vacancy shall be included in the posting. Employees requesting consideration for the vacancy shall submit a letter of interest to the Police Chief or his designee in charge of the specialty unit. The final selection shall be made by the Police Chief or his designee from among the qualified individuals who submitted a letter of interest within the time frame contained in the posting.

ARTICLE 15
PERSONNEL RECORDS

15.1 All personnel records shall be kept in conformity with Florida Statutes. There shall be only one official Human Resources personnel file for each unit employee, which shall be maintained in Human Resources. This shall not preclude a Departmental and/or supervisory file from being kept.

15.2 If any disciplinary record is placed in a bargaining unit employee's official Human Resources personnel file, the employee will have the right to place a response in the file.

15.3 A unit employee will have the right to review his official Human Resources personnel file and his Departmental and/or supervisory file at reasonable times under the supervision of the designated records custodian, to the extent permitted by law.

15.4 Where the City/Department, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines that a document has been placed in the employee's personnel file in error or is otherwise invalid, any required changes shall be marked on such document or noted in other documents to be included and maintained in the employee's official Human Resources personnel file.

15.5 Whenever a request is made by a person not employed by the City/Department to review a bargaining unit employee's official personnel file or professional standards file, notice of the request shall be provided to the employee.

15.6 Letters of counseling, oral reprimands, supervisory notes, and contact forms are not formal discipline and cannot be relied upon as a basis to raise progressively the level of discipline for a violation. Letters of counseling, oral reprimands, supervisory notes, and contact forms may be appealed by the employee through the chain of command to the Chief of Police who shall make the final decision regarding the appeal. Such materials whether maintained in paper or electronic format are appropriately utilized in evaluating the performance of an employee or documenting adherence to an agency's policies and procedures. A letter of counseling or counseling notice shall be maintained in the employee's City and/or Department personnel file.

ARTICLE 16
GRIEVANCE AND ARBITRATION PROCEDURE

16.1 Bargaining unit employees will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the Grievance.

16.2 A “grievance” is a claimed violation of a specific provision of this Agreement, including but not limited to the claim that a discharge, non-probationary demotion or suspension violated a City Policy, procedure, or rule or a specific written provision of this Agreement. No grievance will or need be entertained or processed unless presented in the manner described herein, and unless filed in a manner provided herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit employee or by the Union; however, only the Union may advance a grievance to arbitration. Grievances which are filed by the Union on behalf of the Union itself or the entire bargaining unit shall be filed with the Chief of Police or his designee at Step 2, within the time period prescribed in Step 1. Those matters which are not covered or addressed by this Agreement and which have a separate grievance process established by City or Department policy (such as performance appraisals, claims of discrimination as set forth in Article 4.1, etc.) shall not be subject to this grievance procedure.

16.3 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

STEP 1: An aggrieved employee or the Union shall present in writing the grievance to the aggrieved employee’s Captain or his designee within ten (10) calendar days of the occurrence of the event(s) or ten (10) calendar days from the date the grievant knew or should have known of the events which gave rise to the grievance on the prescribed grievance forms which shall be standard forms used throughout the grievance procedure. Upon receipt of the grievance, the Captain or his designee shall forward a copy of the grievance to the Chief of Police. The grievance shall be signed by the employee and shall state: (a) The date of the alleged events which gave rise to the grievance; (b) the specific Article or Articles and paragraphs of this Agreement or City policy, procedure or rule related to discharge, non-probationary demotion or suspension allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief requested. The Captain or his designee shall, within ten (10) calendar days after presentation of the grievance, render his decision on the grievance in writing with copies to the grievant (if an individual employee), the Union, the Chief of Police, and the Human Resources Director.

STEP 2: Any grievance which cannot be satisfactorily settled with the Captain or his designee shall then be taken up with the Chief of Police or his designee. The grievance as specified in writing in Step 1 above, shall be filed with the Chief of Police or his designee within ten (10) calendar days after the due date for the Captain’s response in Step 1 above. The Chief of Police or his designee shall meet or correspond with the grievant within ten (10) days from the time the grievance was submitted (whether it be an individual employee

or the Union) and the Union designated PBA representative and shall, within ten (10) calendar days after such meeting or correspondence, render his decision on the grievance in writing, with copies to the Grievant (if an individual employee), the Union, and the Human Resources Director.

STEP 3: Any grievance which cannot be satisfactorily settled in Step 2 above shall then be taken up with the City Manager or his designee. The grievance as specified in writing in Step 1 above shall be filed with the City Manager within ten (10) calendar days after the due date for the Chief of Police's Response in Step 2 above. The City Manager or his designee shall meet with the grievant, the employee PBA Representative, and the PBA Staff Representative (non-employee) within ten (10) days from the time the grievance was submitted prior to issuing his decision, and the City Manager shall issue his decision in writing within twenty (20) calendar days after such meeting with copies to the Grievant, the Union, the Police Chief, and the Human Resources Director. The City Manager response shall include reasons if a grievance is denied in whole or part.

16.4 If the grievant (whether it be the Union or an individual employee) is not satisfied with the City Manager's decision in Step 3 above, the Union may submit its notice of arbitration by hand delivery or by facsimile (with simultaneous mailing by regular mail) or by certified or registered mail of a written notice to the City Manager within twenty (20) calendar days of receipt of the City Manager's written decision. Said written notice of arbitration shall include a written statement of the position of the Union with respect to the issues upon which arbitration is being sought. Under no circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original grievance filed at the appropriate Step of the grievance procedure. To the extent permitted by applicable law, the arbitration procedure shall be exclusively reserved to the Union. Only disciplinary actions involving suspension, non-probationary demotion or termination may be subject to arbitration.

16.5 Within ten (10) calendar days from receipt of such notice of arbitration, the party requesting arbitration shall request a list of nine (9) qualified arbitrators with residences in Florida from the Federal Mediation and Conciliation Service. The Union and the City will alternately eliminate one at a time from said list of names, with the party requesting arbitration going first, persons not acceptable, until only one (1) remains and this person will be the arbitrator. Either party may request one (1) additional panel.

16.6 As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the individual employee or employees involved, the City and the Union in writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30) calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of the arbitrator, shall be equally divided between the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share the cost. Each party shall be exclusively responsible for the compensation and expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing.

16.7 The arbitrator will confine his consideration and determination to the written

grievance presented in Step 1 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Collective Bargaining Agreement be construed by the arbitrator to supersede applicable state and federal laws.

16.8 The arbitrator may not issue declaratory opinions and shall confine himself exclusively to the grievance which is presented to him, which grievance must be actual and existing. The party filing the grievance and requesting arbitration shall, at all times, have the burden of proving that a specific provision of this Agreement or City Policy, procedure, or rule related to discharge, non-probationary demotion or suspension was violated. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court.

16.9 No decision of any arbitrator or of the City in any one case shall create a basis for retroactive adjustment in any other cases. All claims for back wages shall be reduced by any unemployment compensation and/or interim earnings that the grievant may or might have received during the period involved.

16.10 The resolution of any grievance by the arbitrator or by the parties resulting in retroactive adjustment, including back wages, shall be limited to a thirty (30) day period prior to the date of the filing of a grievance at Step 1 or Step 2, whichever is the initial step.

16.11 It is agreed with respect to this grievance and arbitration procedure that:

- A. It is the intent of the parties that a grievance must be raised at the earliest possible time. Any grievance that is to be entertained and processed must be submitted in a timely manner by the grievant (whether the grievant be the Union or an individual employee).
- B. Grievances not submitted by the grievant in a timely manner shall be conclusively barred on the merits following the expiration of the prescribed time limit. Such a time barred grievance need not be entertained or processed, and only facts disputed as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not the subject of a timely response by the City or by the Department shall require the grievant to proceed to the next step.
- C. The City and the Union may, by mutual written consent, agree to extend the time limits set forth in this Article for presenting or responding to a grievance.
- D. Failure by management to adhere to the time limits set forth herein, shall authorize the grievant to process the grievance to the next step.

16.12 Nothing in this Agreement shall prohibit the presence of a Union Staff representative at all steps provided in this procedure.

16.13 Neither the Union nor the City shall have any obligation to pay any legal or arbitration fees and/or costs on behalf of any bargaining unit employee who advances a grievance on his own. Such fees and/or costs shall be borne by the individual.

16.14 The Grievance and Arbitration procedure set forth herein shall be the sole and exclusive procedure available to bargaining unit employees to contest any alleged violation of this Agreement, including, but not limited to, any claim involving a discharge or other disciplinary action. The parties hereby agree that the City's grievance and/or appeals procedures shall not be applicable or available to the employees covered by this Agreement.

16.15 Neither new-hire probationary employees on their own, nor the Union on their behalf, shall have the right to file a grievance or arbitrate any disciplinary action, including termination, of probationary employees.

ARTICLE 17
SENIORITY

17.1 Departmental Seniority, as used herein, is defined as the time accruing to bargaining unit employees through continuous sworn fulltime service while employed by the Department.

17.2 Rank Seniority, as used herein, is defined as the time accruing to bargaining unit employees in a specific rank and shall start on the day of promotion or demotion to that rank.

17.3 Seniority shall continue to accumulate during approved absences due to illness, injury, vacation leave, FMLA, military leave and approved administrative leave.

17.4 Departmental and rank seniority shall be used only for the purposes specified in this Agreement.

17.5 In the event that two (2) or more bargaining unit employees in the same patrol shift or specialty unit (e.g., criminal investigations), and with the same classification, request the same time period off and the requests are received at the same time, the more senior employee's request will be given preference. When multiple bargaining unit employees with the same seniority request the same time off, the Division Head (Captain) will make the final decision. The Division Head shall respond to the request for leave within a reasonable time.

17.6 Once a request for vacation is approved, a request by a more senior employee in the patrol shift or specialty unit may not override the approval.

ARTICLE 18
EXTRA-DUTY EMPLOYMENT

18.1 Extra-duty, employment of all types shall be governed by Section 5.05 of the City's Personnel Rules and Regulations, Departmental Rules, and Departmental General Order 4-5 to the extent not in conflict with this Article.

18.2 For working any law enforcement extra details for outside vendors scheduled through or facilitated by the City and paid by outside vendors, the special detail rate that bargaining unit employees shall receive will be \$35 per hour. Bargaining unit employees assigned by management to work in a supervisory capacity shall receive \$40 per hour.

18.3 Bargaining unit employee shall be guaranteed a minimum of three (3) hours for each approved law enforcement extra-duty detail.

18.4 Bargaining unit employees shall receive \$40 per hour for extra-duty details worked on the actual day of the following holidays: New Year's Day, Memorial Day, Easter, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. Bargaining unit employees assigned by management to work in a supervisory capacity on the actual day of these holidays shall receive \$45 per hour.

ARTICLE 19
WORKING IN A HIGHER CLASSIFICATION

19.1 Bargaining unit employees assigned by a Captain or the Police Chief to work in a higher classification shall receive additional compensation of an increase of 5% or an increase to the starting salary of the new position, whichever is greater, after temporary assignment for a continuous period of fourteen (14) calendar days. After the fourteen (14) calendar days, such increase shall be retroactive to the date of assignment.

ARTICLE 20
DRUG AND ALCOHOL TESTING

20.1 Bargaining unit employees shall be governed by Section 5.07 of the City's Rules and Regulations governing drug and alcohol use and testing.

ARTICLE 21
DEPARTMENT ASSIGNED VEHICLES

21.1 Use of Department assigned vehicles, including participation in the Take Home Vehicle Program shall be governed by Departmental General Order 18.3.

21.2 Department vehicles may be authorized by management for approved law enforcement extra-duty details.

ARTICLE 22
HEALTH INSURANCE

22.1 Bargaining unit employees shall be provided health insurance in the same manner and on the same terms, conditions, and costs as provided to non-management, non-bargaining unit employees of the City.

ARTICLE 23
COMPENSATION

23.1 A. For Fiscal Year 2018-2019, the City shall provide bargaining unit employees who received a satisfactory or better score on their last evaluation a 5% merit increase added to their base pay effective the first payroll period in Fiscal Year 2018-2019. Bargaining unit employees shall receive no other increase in wages for Fiscal Year 2018-2019.

B. For Fiscal Year 2019-2020, wage increases, if any, will be established through the collective bargaining process.

C. For Fiscal Year 2020-2021, wage increases, if any, will be established through the collective bargaining process.

23.2 The range minimums and maximums of each bargaining unit classification shall be increased by 5% for Fiscal Year 2018-19. Bargaining unit employees will not receive increases in addition to those provided in Article 23.1. A by virtue of these range increases.

23.3 Wage increases, if any, after the expiration of this Agreement shall be solely established through the collective bargaining process.

23.4 Bargaining unit employees who are assigned as the Leads for Traffic Homicide Investigators (THI) and SWAT shall receive a 5% assignment pay while so assigned. Field Training Officers (FTO) shall receive a 5% assignment pay for work hours where actively training.

23.5 Each bargaining unit employee shall be allowed to purchase one pair of footwear of a type approved by the Department and not to exceed \$100. Bargaining unit employees may request replacement of footwear once each subsequent year, and the Chief of Police (or his designee) shall review and approve such requests as needed.

ARTICLE 24
HOLIDAYS, ANNUAL LEAVE (VACATION), AND SICK LEAVE

24.1 The following holidays are authorized as official holidays:

New Year's Day
 Martin Luther King Day
 Memorial Day
 Independence Day
 Labor Day
 Veteran's Day
 Thanksgiving Day
 Thanksgiving Friday
 Christmas Eve
 Christmas Day

Holidays for bargaining unit employees who work patrol shifts shall be recognized on the actual day of the holiday and not on any substitute holidays observed or designated by the City for general employees. Bargaining unit employees who work Monday thru Friday shall observe the holiday on the day designated by the City for general employees. Bargaining unit employees who work on a designated holiday shall receive time and one-half (1 ½) for all time worked on the holiday.

24.2 Eligibility for and Use and Payment of Holiday Pay/Holiday Paid Time Off shall be in accordance with Section 6.06(D) of the City's Personnel Rules and Regulations and as modified herein. Bargaining unit employees who work 2184 hours shall in accordance with Section 6.06(D)(5) receive 80 hours of PTO only for holidays instead of taking City observed holidays off with pay under Section 6.06(D)(1). The 80 hours of PTO shall be credited on October 1st and must be used by September 30th of each fiscal year or be forfeit. By October 31st each fiscal year, bargaining unit employees may designate in writing that they wish to convert some or all of the holiday PTO time to straight time holiday pay. PTO time designated for straight time holiday pay shall be paid out each September on the last paycheck of the fiscal year. Employees who separate from employment before September shall have any payout reduced by holidays occurring after separation. PTO and straight time holiday pay shall not count as hours worked for overtime purposes.

24.3 Bargaining unit employees shall accrue Annual Leave hours each month as follows:

<u>Years of Service</u>	<u>Accrual Rate</u>
0-6	8.40
7	9.1
8	9.8
9	10.5
10	11.2
11	11.9
12-14	12.6
15-19	14.18
20+	16.49

24.4 Annual Leave shall be handled in accordance with Section 6.05(A) Eligibility; 6.05(B) Calculation and Accrual; 6.05(C) Charging; 6.05(D) Request for Leave; 6.05(E) Manner of Taking; and 6.05(F) Payment Upon Separation of the City's Personnel Rules and Regulations.

24.5 Bargaining unit employees shall accrue 8.40 Sick Leave hours each month. An employee hired after the 15th of a month shall not accrue Sick Leave for that month.

24.6 Sick Leave shall be handled in accordance with Section 6.04(A) Eligibility; 6.04(B) Charging; 6.04(C) Requests; 6.04(D) Use; 6.04(E) Accrual; 6.04(F) Payment Upon Separation of the City's Personnel Rules and Regulations.

24.7 Family Medical Leave, Military Leave, and Workers' Compensation shall be in accordance with state and federal law and the City's Personnel Rules and Regulations.

24.8 Bargaining unit members shall be granted, upon approval by the Police Chief or designee, time off with pay in the event of a death in the immediate family, not to exceed three (3) consecutively scheduled working days within the state and five (5) consecutively scheduled working days for death out of state. The maximum paid funeral leave permitted any employee in one (1) calendar year shall be five (5) scheduled working days. Immediate family shall be defined as spouse, children, parents, brother/sister, grandparents, spouse's parents, son/daughter in law, legal guardian, or any relative living with the employee. Bargaining unit members may be granted additional time off with pay charged to annual leave at the discretion of the Police Chief or designee. Bargaining unit employees may be required to provide the Police Chief or designee with proof of death in the immediate family, as defined, before compensation is approved.

ARTICLE 25
HOURS OF WORK AND OVERTIME

25.1 For the purpose of this Agreement and the calculation of overtime compensation, the work period for employees in such classifications covered hereunder shall be fourteen (14) consecutive days. Patrol shall work twelve-hour (12) shifts for a total of eighty-four (84) hours in a work period. Only hours actually worked shall count toward the calculation of overtime and only hours worked in excess of eighty-six (86) hours in the fourteen (14) day work period shall be compensated at the rate of time and one-half (1 ½) of the employee's regular straight-time hourly rate.

25.2 Hours worked and designated by the Department as Special Overtime shall be paid at the overtime rate, regardless of the hours worked in a work period.

25.3 Bargaining unit employees shall be paid a minimum of two (2) hours or actual hours worked, whichever is greater, when bargaining unit employees are subpoenaed and have to appear at court, or other job-related legal proceedings, not during the bargaining unit employee's regularly assigned work hours.

25.4 Once assigned a regular non-temporary shift, absent exigent circumstances, a bargaining unit employee shall not be re-assigned to another regular non-temporary shift unless and until the bargaining unit employee has been given a ten (10) day notice of the re-assignment. Nothing herein prohibits a bargaining unit employee from being voluntarily re-assigned to another shift upon less than ten (10) days' notice.

25.5 Bargaining unit employees assigned to patrol or as a detective who are directed by management to be on-call as part of a weekly or bi-weekly rotation shall receive an on-call incentive of two (2) hours of additional base pay for each week they are on-call. Employees cannot receive more than one (1) on-call incentive in any week (e.g., an employee directed to be on-call in both patrol and detectives for the same week will receive only 2 hours of additional base pay). On-call hours credited to an employee will not be counted as hours worked for the purpose of calculating overtime.

25.6 Bargaining unit employees who are required to attend Department-scheduled two (2) hour in-service training during their scheduled day off shall be compensated at the rate of time and one-half (1-1/2) of the employee's regular straight-time hourly rate for the two (2) hours of in-service training.

ARTICLE 26
PENSION

26.1 Bargaining unit employees shall be provided pension benefits through the City of Eustis Municipal Police Officers' Pension and Retirement System as codified in Chapter 70, Article IV of the Code of Ordinances, unless specifically altered herein, which includes the following:

- A. Bargaining unit members shall contribute 4% of their annual compensation to the Police Officers' Pension and Retirement System.
- B. The amount of retirement income payable to a bargaining unit employee who retires on or after his or her normal retirement date shall be in an amount equal to the number of years of credited service multiplied by 2½ percent of his average final compensation for those years of service completed prior to January 1, 1989, and three percent of his average final compensation for those years of service completed subsequent to January 1, 1989.
- C. Commencing October 1, 2003, the benefit of each bargaining unit employee employed on or after October 1, 2003, shall be adjusted on each October 1 thereafter, as follows: for those bargaining unit employees who receive a cost-of-living adjustment under this section, the adjusted monthly benefit shall be the amount of the monthly benefit being received on September 30 immediately preceding the adjustment date plus an amount equal to three percent of this benefit.
- D. Bargaining unit employees shall be vested in the Police Officers' Pension and Retirement System after completion of ten years of service.
- E. Bargaining unit employees who are vested in the Police Officers' Pension and Retirement System shall have a normal retirement date the first day of the month coincident with or next following the earlier of attainment of age 55 or the attainment of the age of 52 and the completion of 25 years of qualified service.
- F. Bargaining unit employees who are vested in the Police Officers' Pension and Retirement System shall be eligible for early retirement upon attainment of age 50 and the completion of 10 years of credited service. Credited service and average final compensation shall be determined as of the early retirement date, but actuarially reduced to take into account the employee's younger age and the earlier commencement of retirement income payments.
- G. Average final compensation for full-time bargaining unit employees means one-twelfth of the average annual compensation of the 5 best years of the last 10 years of creditable service prior to retirement, termination or death. Annual compensation shall not include any compensation for off-duty employment.

- H. The benefit payable to a bargaining unit employee employed after October 1, 2003, regardless of vesting, who is totally and permanently disabled in the line of duty prior to his or her normal retirement date is the monthly income payable for ten years certain and life. The amount of his or her monthly benefit shall be the normal retirement benefit, but shall not be less than 65 percent of his or her average monthly salary as of his or her disability retirement date.
- I. The benefit payable to a vested bargaining unit employee who is totally and permanently disabled other than in the line of duty prior to his or her normal retirement date is the monthly income payable for ten years certain and life. The amount of his or her monthly benefit shall be the early retirement benefit, but shall not be less than 25 percent of his or her average monthly salary as of his or her disability retirement date.

26.2 This Article shall be re-opened during the term of this Agreement if requested by either party.

26.3 The Police Officers' Pension and Retirement System Ordinance shall be amended to establish defined contribution "share" accounts for the plan members in accordance with Chapter 185, Florida Statutes. The excess Chapter 185 premiums tax revenues shall be allocated using the statutory default of 50 percent being applied to fund any unfunded actuarial liabilities of the Pension and Retirement System, and 50 percent being applied to the share plans as determined by the Pension Board.

ARTICLE 27
ENTIRE AGREEMENT AND DURATION

27.1 This Agreement contains the entire agreement of the parties on all matters relative to wages, hours, working conditions and all other matters which have been, or could have been negotiated by and between the parties prior to the execution of this Agreement.

27.2 This Agreement shall be effective upon final approval and execution by the parties and shall remain in effect through the 30th day of September, 2021.

SIGNATURE PAGE

FOR THE CITY OF EUSTIS

City Manager

Date

FOR THE FLORIDA PBA

Chief Negotiator

Date

ATTEST

City Clerk

Approved by the Eustis City Commission by Resolution _____ on the _____ day of November, 2018.