

# **Collective Bargaining Agreement**

**between the**

**City of Dunnellon**

**and the**

**Florida Police  
Benevolent Association**



**October 1, 2010 - September 30, 2013**

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## ARTICLE 1 PREAMBLE

**Section 1** In accordance with the State of Florida Public Employees collective bargaining statute, this Agreement is entered into by and between the City of Dunnellon, a municipality in the State of Florida, hereinafter called the "Employer" and the Florida Police Benevolent Association, hereinafter referred to as the FPBA. This labor Agreement is applicable for employees as defined in Certificate Number 1125 issued to the Florida Police Benevolent Association in accordance with the certification granted by the Public Employees Relations Commission on March 14, 1996.

**Section 2** The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the Employer and employees, both individually and collectively, and the FPBA, and to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this agreement.

**Section 3** The parties recognize that the best interest of the community will be served by assuring the public, at all times, of orderly and uninterrupted operations and functions of the municipal government, and by providing in the most efficient manner, public service to the citizens of the community.

## ARTICLE 2 RECOGNITION AND BARGAINING UNIT DEFINITIONS

**Section 1** The City of Dunnellon hereby recognizes the Florida Police Benevolent Association as the exclusive representative for the purpose of collective bargaining with the respect to wages, hours, and other terms and conditions of employment for all employees in the bargaining unit.

**Section 2** The bargaining unit for which this recognition is accorded is as defined in the certification granted by the Public Employees Relations Commission on March 14, 1996, comprised of all full time employees within the City of Dunnellon Police Department employed in the classification of:

Police Officer  
Police Corporal  
Police Sergeant

All other employees, in other ranks, positions and classifications are excluded from this bargaining unit.

**Section 3** The Florida Police Benevolent Association hereby recognizes the City Clerk, Mayor and City Attorney or an appointed represen-

tative as the public employer's representatives for the purpose of collective bargaining.

**Section 4** For the purposes of this agreement, the terms "member," "bargaining unit employees," and "employees" shall be synonymous.

- A. *Employee* - Except as herein otherwise defined wherever the term "employee" is used in this Agreement, it shall mean full-time regular employees with the bargaining unit as heretofore described. Specials, reserves, provisional and probationary employees are excluded from the term "employee" thereunder. All references to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.
- B. *Superior Officers* - Whenever the term "Superior Officer" is used in this Agreement, it shall mean a member of the permanent police force of the City of Dunnellon of the rank of Lieutenant or higher.
- C. The term "Chief of Police" shall mean the Chief or his designee.

## **ARTICLE 3** **NON - DISCRIMINATION**

The employer and the FPBA agree that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without regard to age, race, color, sex, religion, national origin, disability as defined by ADA, martial status, FPBA membership or legitimate FPBA activity.

## **ARTICLE 4** **EMPLOYEE RIGHTS**

Neither the City nor the Union will interfere with an employee's right to engage in protected concerted activity or to refrain from participating in such activity.

Without limiting the foregoing, the City agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining, to make any agreement with any such group organization which would violate any rights of the FPBA under this Agreement or the law. Further, no representative, department official, or agent of the City or Union shall:

- 1) Interfere with, restrain or coerce employees in the exercise of their right to join or refrain from joining the FPBA.
- 2) Interfere with the formation, existence, operations, or administration of the FPBA. Conduct of Union business will not be

on City time except as provided for specifically elsewhere in the Agreement.

- 3) Discriminate in regard to employment or condition of employment in order to encourage or discourage membership in the FPBA.
- 4) Discriminate against an employee because he has given testimony, taken part in any grievance procedure or other hearings, negotiations, or conference or in behalf of the FPBA, the City or any employees.

The City will meet, negotiate or confirm proper matters with officers or representatives of the FPBA as required by law and as set forth in this Agreement.

The City will not discourage or discriminate in any way against employees of the Police Department for Union membership or Union activities.

The Union will strongly encourage the bargaining unit members to allow the elected officials of the Union rather than individual members, to represent Union views and positions to political bodies, news media, and the public.

## **ARTICLE 5** **DISCIPLINARY ACTION**

**Section 1** No employee of the Police Department as defined in Article 2, Section 2 shall be removed, dismissed, discharged, or suspended except for just cause.

**Section 2** Any Police Officer required to submit to interrogation by a superior officer, which could result in disciplinary action, shall be allowed the company of a Union official or an attorney as provided by law.

**Section 3** The “Police Officers’ Bill of Rights” as set forth in Florida Statutes, Chapter 112, Part VI, as amended from time to time, is incorporated herein and made a part of this Contract.

**Section 4** During any investigation interview or interrogation covered by the Police Officers’ Bill of Rights, the employee will be asked if he wants an attorney and/or representative present. Under this Section, the employee will be entitled to have any two (2) of the following present:

- A) One (1) local representative and a staff representative or,
- B) One (1) local representative and an attorney or,
- C) One (1) staff representative and an attorney.

If the employee desires to have any combination of the above representative present or any one of them, the investigation interview or interrogation will start when the desired attorney/representative are present provided that if a specific attorney or representative is requested, the request for the specific individual will be granted only if the individual requested is available within a reasonable time. What is a "reasonable time" will depend upon the subject matter being investigated.

**Section 5** A copy of any disciplinary action will be given to the employee being disciplined. The employee will sign the form to acknowledge receipt. A copy will be placed in the employee's file. An employee has the right to prepare a written response to any adverse material within thirty (30) days of receipt of the reprimand. The response will be placed in the employee's file.

**Section 6** Employees are entitled to inspect and copy their personnel files and any internal investigation files not confidential by law. Upon request of the employee, the employer agrees to furnish these records and documents to the employee. The employer will supply these documents within a reasonable amount of time. A "reasonable amount of time" shall be deemed as seventy-two (72) hours not including weekends or holidays. Copies will be provided free of charge when involving any internal affairs matter. The employee is entitled to one free full copy each year of his personnel folder.

## Article 6

### PBA BUSINESS LEAVE & SERVICES TO THE ASSOCIATION

**Section 1: Negotiating Committee** Employees who are members of the Union negotiating committee, not more than one (1) in number, shall suffer no loss of pay or benefits in order to attend all scheduled meetings with representatives of the Employer for the purposes of negotiating the terms of the Contract when such meetings take place at a time during which such members are scheduled to be on duty. The City reserves the right to schedule any negotiation sessions at times wherein the employee member of the negotiating committee is off-duty.

**Section 2: Union Stewards** The Employees shall select not more than two (2) Union representatives whose names shall be furnished to the Employer and the Chief. A Union representative shall be granted reasonable time off, if necessary, during working hours without the loss of pay or other benefits, in order to resolve grievances expeditiously if it is resolved within the Department. Said time shall be requested of the Chief or Executive Officer, who shall not withhold permission for more than twenty-four (24) hours, except in the case of an emergency.

**Section 3** The Employer agrees to provide bulletin board space, within

the Department, for the posting of FPBA information and official notices, which shall not be of political or controversial nature.

**Section 4** All items or materials posted shall be signed by a FPBA official or duly authorized FPBA representative.

**Section 5** Any material found on Union bulletin board space not signed by a FPBA official or duly authorized FPBA representative may be removed by the Employer with notice given to FPBA.

**Section 6** All costs incident to preparing and posting of FPBA materials will be borne by the FPBA. The FPBA is responsible for posting and removing material on its bulletin boards and for maintaining such bulletin boards in an orderly condition.

**Section 7** City work hours shall not be used by employees or FPBA representatives for the conduct of Union organized meetings or for the promotion of Union affairs except as provided expressly by this Agreement.

**Section 8** Solicitation of any and all kinds by the FPBA including solicitation of membership and the collection of FPBA moneys, shall not be engaged in during working hours.

## **Article 7** **NO STRIKE CLAUSE**

The members of the FPBA shall be prohibited from engaging in any activity likely to interfere with the efficient operation of the City's affairs which is violative of federal or state Law, including federal / state agency rules, regulations and reported agency opinions. The City shall be entitled to take any personnel or related actions allowed by law for the violation of this section. The FPBA shall not authorize, support or acquiesce in its members violation of this Section.

## **ARTICLE 8** **STABILITY OF AGREEMENT**

**Section 1** No agreement, understanding, alteration or variation of the Agreement, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

**Section 2** The failure of the Employer or the Union to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Union to future performance of any such item or condition, and the obligation of the Employer and the Union to such future performance shall continue in full force and effect.

**Section 3** Employees shall be subject to all rules, regulations, policies and procedures of the Employer in effect on the effective date of this Agreement and such shall remain in full force and effect if not specifically in conflict with the terms of this Agreement except that all wage, economic or monetary benefits having financial impact on parties shall be expressly governed by this Agreement. Authority to change, modify or delete rules, regulations, policy or procedures not in conflict with the terms of this Agreement rests with the Employer, provided however, that nothing herein prohibits the Union or bargaining members from filing grievances or "demand to bargain" over the impact of any modifications of City policies and procedures that may change wages, hours, or terms and conditions of employment.

## **ARTICLE 9** **ADHERENCE TO LAW**

The Employer and the Union recognize and agree to adhere to all state and federal labor laws, and to local government ordinances, rules and regulations, as they pertain to the City of Dunnellon.

## **ARTICLE 10** **UNION DUES DEDUCTION**

During the life of this Agreement, and in accordance with Florida law, specifically Section 447.303, Florida Statutes, the Employer agrees to deduct union dues from the pay of each employee in the bargaining unit who authorizes said deduction, and shall mail said dues to the address of the Union as certified by the Union to the City.

Employees covered by this Agreement may authorize, on the prescribed form, the deduction of FPBA dues. Any deduction request will be certified in writing to the Employer by FPBA thirty (30) days prior to the implantation date.

It is understood that this provision will provide for twelve (12) deductions per year for all employees. FPBA dues shall be deducted the first payroll in each month and remitted to the FPBA within ten (10) days. Changes in Union membership dues rate will be certified to the Employer in writing and shall be done at least thirty (30) days in advance of the effective date of such change. The Employer's remittance will be deemed correct if the Union does not give written notice to the Employer within two (2) calendar weeks after a remittance is received, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

The Union will indemnify, defend and hold the public Employer

harmless against any claim and against any suit instituted against the Public Employer on account of any deduction of Union dues.

In accordance with Section 447.303, Florida Statutes, an employee may revoke, in writing, at any time his authorization for dues deduction. Dues revocation shall be processed through the Union, but in the event of direct revocation, the employer will notify the Union within the next pay period.

No deduction shall be made from the pay of the employee for any payroll period in which the employee's net earnings for that payroll period, after deductions, are less than the amount of dues to be checked off.

## **Article 11 Counseling**

**Section 1** Whenever any Dunnellon police officer is directly involved in a shooting incident (i.e. The officer is doing the shooting or being shot at) or any incident traumatic in nature while in the line of duty, the officer will be placed on paid "administrative leave" by the Chief of Police. The length of the leave shall be at the discretion of the Chief.

**Section 2** If deemed necessary by the Chief of Police, the City will make available to the officer the services of a psychologist or police psychiatrist approved by the City for the purpose of helping the officer deal with the "aftermath" of the incident. This service will be provided under the health coverage for the employees or separately if such coverage is not available.

**Section 3** If, in the opinion of the psychologist or psychiatrist, after consultation with the Chief of Police, the officer is unable to return to full active duty, the officer, at the Chief's discretion, may be assigned to other administrative duties within the department or city at no loss of pay or benefits.

## **ARTICLE 12 SEVERABILITY CLAUSE**

Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet within fifteen (15) days, and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

## ARTICLE 13

### UNIFORM ALLOWANCE AND EQUIPMENT

**Section 1** The employer will provide uniformed employees with four (4) complete uniforms as approved by the Chief, and all equipment to perform their duties as deemed necessary by the City as set forth below. This shall include maintenance when not caused by negligence.

A. The employer will provide new employees complete duty gear that will accommodate the officer's weapon, handcuffs, flashlight, magazine pouch, portable radio, radio holder, and two (2) additional magazines. The Agency will provide replacement ammunition to all officers every six (6) months. The weapon must be approved by the Chief. Body armor shall be issued at the City's expense to all employees and shall be worn as set forth in Article 16: Safety and Health. Body armor will be of a suitable grade set fourth under federal guidelines to stop the duty rounds carried by the members.

(1) When Department issued equipment is no longer serviceable, it shall be replaced by the Department as deemed necessary by the Chief of Police or his designee.

B. The employer shall repair or replace any employee's personally owned utility equipment, as listed below, when it has been damaged, destroyed or lost in the line of duty when such damage, destruction or loss results from a physical altercation or some other circumstance that is unique to police work. The repair or replacement will be made as soon as possible based on the following schedule:

(1) Weapons: Actual cost of repair or replacement

(2) Watch: Actual cost of repair/replacement of watch damaged, destroyed or lost to a maximum of \$50.00.

(3) Prescription Lenses: Actual cost of repair/replacement of lenses damaged, destroyed or lost plus frames. This does not include the cost of an eye examination, which is paid by the employee.

(4) Non-Prescription Sunglasses: Actual cost of repair/replacement of sunglasses damaged, destroyed or lost not to exceed \$40.00. Prescription sunglasses are covered by Paragraph 3 above.

(5) The City will purchase a briefcase or suitable duty bag of its choice for each officer when the officer's current briefcase or duty bag wears out. The officer must present his current briefcase or duty bag to the Police Chief or his designee who must agree that the briefcase or duty bag must be replaced in order to receive a replacement.

**Section 2** The City will provide a uniform cleaning allowance of \$100.00 every three (3) months.

**Section 3** The following vehicle take-home policy will be implemented by the Dunnellon City Council and/or Chief of Police. It is understood by parties hereto that if this program is abused or found to be economically infeasible, the City manager maintains the right to modify or terminate the program in its entirety.

It is the policy of the Dunnellon Police Department to assign vehicles on an individual basis under certain conditions, to allow officers the use of a take home vehicle.

- A. Officers must live ten (10) air miles or less to the city limits to be eligible to participate in this program. Ten (10) or more air miles may be approved by the Chief of Police.
- B. Participation in this program is a privilege and not a right, and is contingent upon efficiency, job performance and budgetary allowances.
- C. New Officers will not be issued a take home vehicle until they have completed their probationary period and a vehicle is available. An earlier date can be approved by the Chief of Police.
- D. Officers that are suspended from duty (with or without pay) will relinquish their vehicle.
- E. No unauthorized personnel will be allowed to ride in a patrol vehicle.
- F. Officers using more than five (5) consecutive work days of accrued comp-time or vacation must leave their vehicle at the Police Department.
- G. Officers must keep their vehicle locked when unattended.
- H. All weapons must be removed from the vehicle when it is not in use.
- I. Agency vehicles will not be utilized for transporting heavy or excessive loads, and no objects may protrude from the trunk or windows.

## **REGULATIONS FOR USE OF VEHICLE**

- A. All employees participating in the vehicle utilization program are expected to exercise good judgment in utilization of the vehicle and will not operate their vehicle in such a manner that will cause unfavorable comment or reflect discredit upon the Police Department or the City.
- B. Employees will be properly attired at all times. Clothing such as tank tops, shorts (unless summertime uniform), sandals or flip-flops are not acceptable.
- C. While off-duty and in civilian attire, employees will not take minor traffic enforcement action unless it is necessary to protect life

and/or property. Major violations should be handled and/or reported as necessary.

## **VEHICLE MAINTENANCE REGULATIONS**

- A. Employees who are assigned vehicles are prohibited from making any mechanical adjustments or alterations, or altering the body, frame, general design, appearance, markings, making any mechanical or electrical system repairs, or adding any unauthorized mechanical or electrical equipment.
- B. Employees shall not use liquid additives in the vehicle other than those supplied by the Public Services Department.
- C. Vehicles requiring mechanical or electrical work that cannot be performed by Public Services must be authorized by the Chief of Police. All personal equipment and/or radar units must be removed prior to being taken to an off-site vendor.
- D. Employees are responsible for keeping their assigned patrol vehicle clean at all times. Inspections will be conducted without prior notice.
- E. Employees will be required to coordinate the maintenance schedule of their vehicle with the Public Services Department.
- F. Employees requested to bring their vehicle in for service shall do so on-duty time.
- G. If, in the event an employee's patrol vehicle cannot be repaired in one day, and must remain in the shop overnight, then every effort will be made to supply a spare vehicle. However, if none are available then it is the responsibility of that officer to provide their own transportation to and from work.

## **COUNSELING OR DISCIPLINARY ACTION**

If an officer fails to comply with any of the above regulations, then counseling or disciplinary action ranging from letters of reprimand to loss of privilege from participating in the program will be implemented at the discretion of the Chief of Police or his designee.

## **ARTICLE 14 WAGES**

**Section 1** Employees covered by this Agreement shall receive a (3%) general wage increase in base pay for Fiscal Year 2010/2011

Both sides agree to re-open this Section to discuss wages for Fiscal Years 2011/2012 and 2012/2013.

**Section 2** Employees covered by this Agreement shall be eligible, on their original employment anniversary date, for a longevity bonus as set forth below:

- A. All permanent full time employees who have maintained uninterrupted full time employment shall be eligible for a lump-sum longevity bonus per the schedule below. This payment will be issued in a separate check and under no circumstances is to be added to the employee's base pay.
- B. Longevity will be earned as of the anniversary of an employee's original hire date.

Any employee who separates from the city prior to his anniversary date would not be eligible for a longevity bonus. Employees terminated because of disciplinary action or an employee who resigns with prejudice shall not be eligible for a longevity bonus.

- C. Longevity bonuses will not be prorated.
- D. Employees placed on disciplinary probation, or probation associated with a poor evaluation during their evaluation period shall not be eligible for the longevity bonus that would normally be due on their anniversary date.

|                                   |      |          |
|-----------------------------------|------|----------|
| Three complete consecutive years  | = \$ | 100.00   |
| Five complete consecutive years   | = \$ | 175.00   |
| Eight Complete consecutive years  | = \$ | 300.00   |
| Twelve complete consecutive years | = \$ | 500.00   |
| Twenty complete consecutive years | = \$ | 1,000.00 |

**Section 3** All employees that are designated by the Chief of Police to act as an active instructor will receive an annual bonus payment in the amount of \$350 that would not be added to his base pay.

All employees that are designated by the Chief of Police to act as a field training officers (FTO) will receive an annual bonus payment in the amount of \$700 that would not be added to his base pay.

Any employee that provides training to other employees that is not designated as an active instructor or field training officer will receive \$10 stipend per training session if the session is (2) two or more hours in length.

All payments will be made to employees in the last payroll of each September. If an employee terminates prior to ne year, payment will be prorated.

**Section 4** Standby Duty

- A. Standby duty on-call time is defined as periods of time in which the employee is ordered or required by management to be readily accessible by telephone or paging device and not performing actual work, but in readiness to perform actual work when the need arises.

- B. Such standby time, when the employee is not actually working shall be compensated at the rate of two-tenths (2/10) of one (1) hour of standby.
- C. An employee who is called by the City, while he is off-duty and required to furnish the City information that is job related shall be compensated at his regular rate of pay for the time and said compensation shall be construed as time worked. Should the time to give the information be less than ten (10) minutes in duration, the employee shall not be compensated.

## **ARTICLE 15** **HOURS OF DUTY AND WORK SCHEDULE**

**Section 1** The basic workday shall consist of twelve (12) hour shifts, two (2) days on and two (2) days off. Every other weekend the officer has three (3) days off. During the two (2) week period, one eight (8) hour shift will be worked.

**Section 2** Members of the Department shall not be assigned to a particular shift for less than ninety (90) days.

**Section 3** The parties agree that the Chief of Police and the PBA may mutually agree to try different work schedules for a period up to six (6) months. At the end of the period, if both parties are not agreeable to the new schedule, the "90 day shift" will be reinstated.

**Section 4** This will not prevent the Employer from making temporary changes due to manpower shortages, FTO training, coverage requirements, emergencies, etc.

The Employer will notify the employees thirty (30) days in advance of a permanent shift change. The employees will notify the Employer fifteen (15) days prior to the shift change, of their request for shift assignment. The employees bid for a shift shall be made based upon seniority or mutual agreement by the employees.

## **ARTICLE 16** **SAFETY AND HEALTH**

**Section 1** It is the responsibility of the City to provide safe and sanitary working conditions.

**Section 2** The City and Union insist on the observation of safe rules and safe procedures by employees and supervisors, and insist on the correction of unsafe conditions.

**Section 3** If an employee believes he is being required to work under unsafe conditions, he shall (1) notify his supervisor who will immediately investigate the condition and take corrective action if necessary; (2) the Union representative may immediately notify the Chief without violation of departmental orders or chain of command; (3) file a grievance if no corrective action is taken within the period stated in the Grievance and Arbitration article.

**Section 4** The City will provide proper and necessary safety equipment and devices for employees engaged in work where the City deems such special equipment and devices are necessary. Such equipment and devices, where provided, must be used. Employees, who fail to utilize provided equipment and devices, or contribute to unsafe working conditions, will be subject to disciplinary actions.

**Section 5** All bargaining unit members assigned to patrol duties shall be required to wear body armor at all times when assigned to any night shift. All bargaining unit members (including detectives) assigned to day shift shall be required to wear a bulletproof vest when on-duty outside of the office.

**Section 6** It is the goal of the City through the discretion of the Chief of Police, and where sufficient staff exists to maintain two (2) officers on duty, particularly at night.

**Section 7** There shall be a City Safety Management Committee in which one bargaining unit member will represent the Police Department service as Vice-Chairman for the duration of this Contract. This member will be an active participant by attending all meetings and participating in any projects created by the committee. The purpose of this committee shall be to meet and confer concerning problems of safety, which may from time to time arise in the City and make non-binding recommendations to the City Manager.

**Section 8** The City shall provide adequate training to ensure that the employees maintain familiarization with all policies and procedures and that officer safety issues are discussed.

## **ARTICLE 17**

### **ABOLISHMENT, CONSOLIDATION OR REDUCTION IN WORK FORCE**

In the event of a City reduction in work force of 50% or more or consolidation or abolishment of the Department, the City will notify the Union within sixty (60) days that have the right to appear and appeal the decision before the City Council prior to the Council making a final decision.

## **ARTICLE 18** **EXCHANGE OF TIME**

Each Employee in the bargaining unit will be allowed to exchange time or “swap” a shift whenever he is able to secure another employee to work in his place. Said “swap” shall be governed as follows:

1. Such “swaps” or exchanges are made only after prior approval of the Chief or his designee.
2. Such substitution does not impose additional cost on the City with regard to the payment of salaries and wages in the form of overtime or otherwise.
3. The officer in charge of the shift in which the substitution takes place must be notified twenty-four (24) hours prior to its becoming effective, except in the case of an emergency, the notification may be made on a shorter term.
4. Approval of swaps will normally be made if the “swap” is for a justifiable reason. The Chief will have the authority to deny swaps if, in his opinion:
  - (a) the privilege is being abused
  - (b) either officer involved in the swap is not meeting expected performance standards
  - (c) for a justifiable public safety needs.

## **ARTICLE 19** **VACATION LEAVE**

**Section 1** Employees holding a permanent full-time status for a period of six (6) months shall be allowed annual vacation leave with pay based on the schedule below:

| <i>Years of full-time service</i> | <i>Annual Accrual Upon Completion of 2080 Work Hours</i> |
|-----------------------------------|--|
| 1 year - 4 years                  | 10 days or 80 hours (6.67 hpm)                           |
| 12 months - 48 months             |  |
| 5 years - 9 years                 | 15 days or 120 hours (10.00 hpm)                         |
| 60 months - 108 months            |  |
| 10 years - over                   | 25 days or 200 hours (16.66)                             |
| 120 months - over                 |  |

**Section 2** Upon completion of six (6) months of employment, employees will be eligible to use earned vacation.

**Section 3** Vacation leave may be accumulated to a maximum of twenty-five (25) work days. When the employee reaches the maximum days, he must utilize the additional leave prior to his next anniversary date or the leave over and above twenty-five (25) days shall be forfeited, unless the employee has been unable to utilize vacation time due to manpower shortages or other emergency. At termination, employees in good standing (defined as not involuntarily terminated for misconduct or for failure to perform as needed or required, including situations where the employee is allowed to resign in lieu of termination) will receive payment for any unused vacation leave. Payment in lieu of vacation time otherwise is not permissible.

**Section 4** Employees shall not be credited with leave earnings for any month in which they are not in pay status at least fifteen (15) days ( i.e., employees on approved leave without pay).

**Section 5** All requests for vacation in excess of three (3) days will be submitted thirty (30) days in advance in writing and scheduled with approval of the Chief of Police. The Chief of Police will resolve schedule conflicts. Vacation requests for three (3) days will be submitted fifteen (15) days in advance in writing and scheduled with the approval of the Chief of Police or his designee. Vacation requests for two (2) days or less will be submitted at least two (2) days in advance in writing and scheduled with the approval of the Chief of Police or his designee.

**Section 6** If an employee is not going to be present on payday due to vacation, he may request an advanced vacation paycheck during the preceding payroll.

**Section 7** Employees who are re-employed by the City after a break in service are eligible for bridging of that time for purposes of vacation calculation if the following conditions are met:

1. The employee must have been a full-time employee with the City of Dunnellon and must have successfully completed their probationary period during their former employment period.
2. The employee must successfully complete their probationary period and have completed a full year under their current employment.
3. The Personnel Manager must certify that the employee has met all the requirements of this policy before the additional vacation time can be granted.
4. The Chief of Police would then recognize the service time as a combination of former and current employment in the determining of seniority.

## ARTICLE 20

### HOLIDAY LEAVE

**Section 1** The following Holidays shall be observed for all bargaining unit employees:

|                               |                                |
|-------------------------------|--------------------------------|
| New Year's Day                | - January 1                    |
| Martin Luther King's Birthday | - Third Monday (as designated) |
| Memorial Day                  | - Last Monday in May           |
| Independence Day              | - July 4                       |
| Labor Day                     | - First Monday in September    |
| Veterans' Day                 | - November 11                  |
| Thanksgiving Day              | - Fourth Thursday in November  |
| Day following Thanksgiving    | - Friday                       |
| Christmas Eve                 | - December 24                  |
| Christmas Day                 | - December 25                  |
| One (1) Personal Holiday      | - As allowed by scheduling     |

Personal holiday will be loaded to an employee's accrual records after 6 months of employment and must be used prior to the end of the fiscal year. If it is loaded to an employee's accrual record September 1 or later, the employee may roll the time to the next fiscal year.

**Section 2** The Employer grants one work day of paid leave on the employees' birthday or one day during the fiscal year. The specific day off will be approved by the Chief of Police.

**Section 3** Employees required to work on the holiday, as set out in Section 1, shall be compensated at the overtime rate of time and one-half (1 1/2) and receive eight (8) hours additional holiday pay. Any officer who is scheduled to work the holiday and is approved to take the day off, shall be compensated eight (8) hours at straight time for that day unless he has worked no more than thirty (30) hours or taking accrued time equivalent to thirty (30) hours may request, through the Chief of Police only; ten (10) hours of holiday pay for a maximum of forty (40) hours of pay for that period.

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

**Section 5** The day of the actual holiday will be observed as the holiday for members of the bargaining unit.

**Section 6** Employees covered by this Agreement will be scheduled by the Chief or his designee to work or take a holiday off, if the holiday falls

on their normal work day, to provide orderly and efficient police service to the community and Department.

**Section 7** Holiday leave and or vacation time must be scheduled (30) thirty days in advance and is scheduled based on seniority. In cases of dual seniority the Chief or his designee shall make a determination.

## **ARTICLE 21** **LEAVE OF ABSENCE**

### **Section 1** Leave without Pay

With the written approval of the Chief of Police, an employee who has been employed by this Department for a period of not less than two (2) years continuously may be granted leave of absence without pay for a specific period not to exceed one year.

Such leave of absence may only be granted when an employee possesses such exceptional skills, abilities or specialized knowledge that the Personnel Manager deems it in the best interest of the City to grant a leave of absence and the privilege to return to the same position of employment at the end of the specified period of leave of absence.

In such event, the position temporarily vacated by the employee granted leave of absence may be filled by temporary appointment during the specific leave period.

Any employee on a non-paid leave or leave of absence status shall pay for the applicable portion of the City health, life and any other contributory insurance premium contributions to the City as required. Any employee who is on an authorized non-paid leave of absence shall not lose any benefits accrued to the officer up to the time of the commencement of the leave of absence, and shall not accrue any benefits during said unpaid leave of absence, except as required by law.

### **Section 2** Military Leave

1. Any employee who is a member of the National Guard or the military reserve forces of the United States, and who is ordered by the appropriate authorities to attend the prescribed training program or to perform other military duties for these appropriate authorities shall be granted a leave of absence as set forth in Florida Statutes, and federal statutes, regulation, guidelines, etc.
2. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty within three (3) days of the receipt. Such order or statement must accompany the formal request for military leave, if available.

### **Section 3 Bereavement Leave**

1. Full time permanent employees may be granted, upon approval of the Chief of Police or his designee, time off with pay, if applicable, at straight time rate, not to exceed three (3) working days, to attend the funeral in the event of a death in the employee's immediate family. Up to three (3) days may be taken prior to and including the date of the funeral or immediately following. At the discretion of the Chief of Police, employees may be granted up to five (5) days off with pay to attend a funeral that is located outside the State of Florida.
2. For the purpose of this Article, the employee's immediate family shall be defined as the employee's spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, sister or brother-in-law, grandparents, stepparents, stepchildren, grandchildren, spouses grandparents, son-in-law and daughter-in-law.
3. Bereavement leave shall not be charged to annual or extended illness leave.
4. Should an employee require additional time other than provided in Subsection 1 of this Section, he may request the additional time from the Chief of Police or his designee. Any additional time used shall be charged to annual leave. If the employee does not have sufficient time accrued he may request leave without pay.
5. The employee shall, at the direction of the Chief of Police or his designee, provide the Department with proof of death in his immediate family as defined in Subsection 2 of this Section, before compensation is provided.
6. An employee must be on active pay status to be eligible for this benefit.

### **Section 4 Family Medical Leave Act**

The employee's and the City's rights and obligations under the Family Medical Leave Act will be determined by the statute, applicable regulations and court interpretations under the Act. In the event the Act requires a benefit greater than the benefits provided under this Contract, the Act will apply.

## **ARTICLE 22**

## **SICK LEAVE**

**Section 1** It is the policy of the City of Dunnellon to provide reasonable time off pay, up to the amount of unused sick leave earned, to employees who are unable to work due to personal illness or injury.

## **Section 2 RATE OF EARNINGS:**

All permanent full-time employees shall earn credit for paid sick leave at the rate of one day (8 hours) paid sick leave per month of continuous service.

Employees who are on leave without pay for more than twenty-one (21) days in any one (1) calendar month shall not earn sick leave credits.

Beginning with the first month of employment as a permanent probationary employee, each shall earn sick leave at the rate of .042 hours for each month of service or 3.5 days for the six (6) months probation.

An employee may accumulate all unused sick leave and carry over said unused sick leave to the next year. An employee in non-probationary status for at least twelve (12) months shall earn eight (8) additional vacation hours as of the last period in December if less than sixteen (16) hours of sick time has been used during the calendar year.

## **Section 3 USE OF SICK LEAVE**

Sick leave may be taken when an employee is unable to work due to personal illness or injury, or when the employee's presence may endanger the health of fellow workers.

Sick leave may be taken for medical, optical and dental appointments. No other accrued leave such as vacation, compensatory time or birthday shall be used in lieu of sick leave unless all sick leave has been exhausted.

In order to control abuse of sick leave, the Chief of Police shall have the right to require a certificate from a licensed physician before approving payment of sick leave. An employee, who has been hospitalized, granted a medical leave of absence, or a non-work related accident, upon returning to work, must have a doctor's statement releasing to work.

Sick leave may be used when there is a serious illness or accident involving an immediate family member. Immediate family member shall be defined as employee's spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, sister or brother-in-law, grandparents, stepparents, stepchildren, grandchildren and spouses grandparents.

## **Section 4 PAYMENT OF SICK LEAVE**

Newly hired employees must complete a six (6) month period before being eligible to use paid sick leave.

In order to be eligible for sick leave with pay, an employee must notify the supervisor within thirty (30) minutes of the scheduled starting time on the day of absence, and explain the reason for the absence. An employee who fails to notify the supervisor shall not be paid for the day(s) taken prior to notification.

When a paid holiday occurs during the period an employee is on sick leave with pay, the employee shall receive only his regular holiday and that day shall not be charged against his sick leave earnings.

At the time of separation from the City, an employee in good standing (defined as not involuntarily terminated for misconduct or for failure to perform as needed or required, including situations where the employee is allowed to resign in lieu of termination) who has completed his probationary period, shall be paid for unused sick leave at his straight time hourly rate for a maximum redemption rate up to a maximum of 50% of the aggregate of unused sick time with a maximum dollar amount of \$5,000.00. Those employees with twenty-five (25) or more years of City of Dunnellon service that are retiring under a City retirement plan in good standing are eligible to receive 100% of accrued sick leave upon retirement from the City.

## **Section 5 EXTENDED SICK LEAVE**

For any extended period of disability due to illness, injury, or maternity exceeding the amount of accrued sick and annual leave the employee may apply for leave without pay status not to exceed ninety (90) days. In extenuating circumstances, the City Council may extend the period of leave.

When an employee is on a medical leave without pay, he shall not earn sick leave, vacation leave or holiday pay for any month the employee is off unless it is one (1) week or less.

The position held by an employee may be held open while he is on extended medical leave by redistributing the work among other employees in the Department or by filling the position on a temporary basis. If it becomes necessary to fill the position on a permanent basis in order to insure continued smooth operation of the Department and maintain a high level of quality in the delivery of service to the citizens of Dunnellon, the employee shall be notified immediately and assured that every effort will be made to place him in a position of like status and pay when he is able to return to work.

If an employee is unable to return to work on the date established for his return to duty, he shall notify his supervisor as far in advance as possible.

The City reserves the right to require a statement from the employee's attending physician to the effect that the employee is able to resume his normal duties before allowing the employee to return to work.

## ARTICLE 23

### DRUG-FREE WORKPLACE

The bargaining unit recognizes that the City of Dunnellon has adopted the "Drug-Free Workplace Program" Florida Statute 440.101 and 440.102 as well as in accordance with Rule 38F-9 established by the Florida Department of Labor and Employment Security and agrees to the terms and conditions set forth in the City of Dunnellon personnel manual.

## ARTICLE 24

### WORKERS' COMPENSATION

**Section 1** When an employee is injured in the line of duty, he shall be entitled to workers' compensation as per Florida Statutes Chapter 440. The employee may request pro-rated payment of sick leave to provide the employee with full salary during the time of disability except as provided in section 440.15(11), Florida Statute. For these seven (7) days, the officer will be paid his regular salary minus the amount of any weekly workers' compensation benefits that are paid. These seven (7) days of absence shall not be deducted from accumulated sick time.

**Section 2** An employee who has been on compensation shall be returned to his former position provided he is physically and mentally capable of performing the duties.

**Section 3** If an injured employee is physically unable to assume his former duties, the City will attempt to place the officer in a job if a suitable position is available that he is capable of performing with no loss of pay or benefits for a period not to exceed three (3) months.

## ARTICLE 25

### MEDICAL/LIFE COVERAGE

**Section 1** The City agrees to provide employees covered by this Agreement the opportunity to participate in a City group health insurance program, subject to the eligibility criteria established by the provider(s) selected by the City.

**Section 2** The City reserves the right to change carriers if and when deemed appropriate. The City further reserves the right to self-administer group health insurance claims.

**Section 3** The City shall continue to provide each member of the unit with the same level of health insurance provided to other general employees. The City shall pay for the duration of this Contract 100% of individual coverage for each full-time permanent employee. If the employee

elects any form of dependent coverage, the employee will be responsible for 100% of the dependent coverage. The following provisions as outlined in the 2010 Benefits Summary are in effect at this time. However, the City reserves the right to amend if the entities find it necessary to do so as a cost control mechanism.

## **ARTICLE 26** **WORKING OUT OF CLASSIFICATION**

In the event that an employee is assigned duties in a higher paid classification or category, the employee shall be paid as an additional 5% while working in this capacity. No employee working out of classification shall receive increased pay for that classification unless his assignment to that classification is for a duration of two (2) or more work weeks.

## **ARTICLE 27** **SENIORITY**

**Section 1** In regard to promotion, transfer, increase or decrease in the working force, seniority of an employee shall be determined by this Agreement.

**Section 2** Seniority in the Dunnellon Police Department shall commence from the date of appointment as a regular full-time member of the Dunnellon Police Department. Officers entering on the same day shall have their seniority determined by the overall ranking during the hiring process. Sergeants appointed on the same day shall have their seniority determined by total length of service.

**Section 3** Seniority shall not be broken by vacation time, sick time, injury leave, temporary layoff not in excess of one year, or leave of absence as defined in this Agreement.

**Section 4** Seniority shall be broken by resignation and termination for just cause.

**Section 5** In the event of a reduction in force, layoff or abolition of position, layoff shall be in inverse order of hiring and recall by seniority within classification.

**Section 6** Seniority will not be observed when the conditions described in Article 12, Working Out of Classification, exist.

## **ARTICLE 28** **OVERTIME**

**Section 1** All authorized and approved work performed in excess of the normal forty (40) hour work week shall be considered as overtime and will be paid at the overtime rate, one and one-half times the employee's regular hourly rate of pay, as defined by the Fair Labor Standards Act. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per week. Overtime shall be monitored by the Chief of Police.

**Section 2** For the purposes of overtime computation, all paid time, including sick leave, and compensatory time shall be considered as time worked.

**Section 3 Compensatory Time** Any overtime earned may be taken as paid overtime or compensatory time at the employee's option. After an employee has accumulated eighty (80) hours of compensatory time, he must be paid overtime. An employee may schedule to utilize accrued compensatory time at the discretion of the Chief of Police. The policy and procedures for scheduling vacation will also be utilized in the scheduling of compensatory time. If it is determined that the use of compensatory time can not be implemented as herein agreed due to any federal or state regulation prohibiting such implementation, then the City reserves the right to eliminate this compensatory time policy and convert to overtime compensation as set forth by law.

**Section 4 Special Events** Whenever an employee is scheduled to be off for his weekend and said time off is cancelled and the employee is assigned to work a special event (e.g. Boomtown Days, Fall Festival) all hours worked shall be paid at the overtime rate.

**Section 5 Call-back** Call-back pay is provided to compensate employees ordered to return to work on an unexpected basis after completing a regularly assigned shift of work or a regularly assigned week of work. Call-back work is work to be performed which is of an emergency or unexpected nature and should not be associated or confused with the monthly departmental shift/work schedule or anticipated additional work requirements.

- A. Any employee who is off-duty and ordered to return to work shall be eligible for a minimum of (3) three hours call-back pay at the overtime rate of pay regardless of the number of hours worked during that week.
- B. Any employee required to continue working after his regular scheduled shift shall be ineligible for call-back pay but will be eligible for compensation at the overtime rate of pay if the employee has worked the standard twelve (12) hour work day regardless of the number of hours worked that week.

## **Section 6 Off-Duty Court Attendance**

- A. Court attendance is an integral part of police work and the parties agree that police officers required to attend court in the performance of their duties should be fairly compensated. The member may have the discretion, if approved by the Chief of Police or his designee, to either "flex" the overtime, take it as overtime pay or bank it into compensatory time.
- B. When an employee is required to attend court not on the employee's regular shift, the Employer will compensate the employee for time spent attending court for a minimum of three (3) hours, providing that the start of the three (3) hour period is more than sixty (60) minutes prior to his regularly scheduled check-on time or more than (60) minutes after his regularly scheduled check-off time. All hours, either the minimum or actual time spent in excess of the minimum, shall be compensated pursuant to Sections 1, 2 and 3 as applicable. The officer shall provide the payroll department with written verification from the Clerk of Court of the actual time spent attending court.

## **ARTICLE 29**

### **PROMOTION TO CORPORAL OR SERGEANT**

**Section 1** Whenever a budgeted promotional vacancy exists in the rank of Corporal or Sergeant, the City shall move forward and fill said vacancy within 90 days of the occurrence of the vacancy. Promotions shall be accomplished in the following manner:

- A. Written test - 70% (passing score shall be 75%)
- B. Oral interview - 15%
- C. Job performance - 15% (at the Chief's discretion)  
100% Total

**Section 2** The City shall, within thirty (30) days of a Corporal or Sergeant (s) vacancy, give notice of promotional exams, list the sources of study materials, and publish a list of eligible officers for the exam and thereafter, test for the position.

**Section 3** Requirements for promotion to the next rank.

- A. Time of service with the Department – Corporal two (2) years to be promoted.
- B. Time of service with the Department – Sergeant three (3) years to be promoted.
- C. Probationary period must be completed.
- D. "Time of Service" shall be reduced by one (1) year for possessing a bachelor's degree.

**Section 4** Probationary period for officers promoted to the rank of Corporal or Sergeant shall be six (6) months; however, the probationary period may be extended by the Chief of Police only, for not more than ninety (90) days. During the probationary period the officer shall receive Corporal or Sergeant's pay respectively.

**Section 5** Corporal is recognized as a promotion to a supervisory position within patrol.

**Section 6** If, during the course of the probationary period, the officer promoted does not complete the probationary period, he shall be returned to their previous rank and classification with no loss of seniority other than that time held at the probationary rank.

**Section 7** Unit members promoted shall receive a minimum of a 5% increase in their base pay or the minimum of the starting salary in the promoted rank, whichever is greater.

## **ARTICLE 30** **OUTSIDE EMPLOYMENT**

**Section 1** Outside employment is any paid employment performed by an employee in addition to his employment with the City of Dunnellon. The following criteria will apply to outside employment:

- A. Such employment shall not cause the employee to be late to work, to leave early, to be able to respond to emergencies as declared by the City Mayor, or cause any reduction in the employee's efficiency when on duty with the City of Dunnellon.
- B. Such employment shall not involve a conflict of interest or conflict with the employee's duties.
- C. Such employment shall not involve the performance of duties which the employee should perform as part of his job with the City of Dunnellon.
- D. The nature of the outside employment shall not be such as to bring discredit or embarrassment to the City of Dunnellon.
- E. Outside employment shall not occur during assigned working hours unless the employee is on approved leave.
- F. The City of Dunnellon will NOT provide officers for private businesses and/or civic organizations without prior approval of Chief. The employer agrees that if the Chief approves such a detail then the member's normal rate of pay would not apply and it would be based on a per detail basis among jobs.

**Section 2** Any employee wishing to engage in outside employment must submit a request, in writing, to the City Clerk/Personnel Director through the Chief of Police. The request should outline, in detail, the duties to be performed and the amount of time, stating specific hours to be devoted to these duties. The Chief of Police is authorized to approve outside employment consistent with the guidelines above. The Chief of Police is also authorized to direct an employee to discontinue outside employment if it is later found to be inconsistent with the guidelines.

**Section 3** No employee shall wear a City of Dunnellon police uniform while performing any outside employment duties without express written consent of the Chief of Police.

## Article 31

### GRIEVANCE AND ARBITRATION PROCEDURES

**Section 1 Matters Covered** A grievance is described as a dispute over the application, interpretation of alleged violation of this Agreement. An earnest effort shall be made to adjust such grievance immediately as outlined in this Article.

Any incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any such grievance or arbitration.

**Section 2 Steps in Grievance Procedure** Grievances shall be processed as follows:

**Step 1:** The Union representative and/or employee shall submit the grievance or dispute in writing to the Lieutenant within fourteen (14) calendar days of the date of the grievance. The Lieutenant shall attempt to adjust the matter informally and shall respond to the Union official (employee) who filed the grievance within fourteen (14) calendar days.

**Step 2:** If the grievance has not been satisfactorily resolved, the employee or the Union may present said grievance, which must be in written form, to the Chief or his designee within fourteen (14) calendar days after the response under Step 1 is received or due. The grievance must cite the appropriate Agreement article which is being violated. The Chief or his designee shall respond in writing to the Union official (employee) who filed the grievance with in fourteen (14) calendar days.

**Step 3:** If the grievance still remains unadjusted, it shall be presented to the Personnel Director or his designee, in writing, within fourteen (14) calendar days after the response to the Chief is due. The Personnel Director shall respond in writing within fourteen (14) calendar days.

**Step 4:** If the decision of the Personnel Director or his designee is not acceptable to the employee of the Union, they may, by written notice to the Personnel Director, request binding arbitration.

**Section 3** Any time limits set forth in the Article may be extended by mutual consent.

**Section 4** The arbitration proceedings shall be conducted by an arbitrator after an arbitration request has been submitted. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. The City shall have the right to strike the first name; the Union shall then strike one name. The process shall be repeated and the remaining person shall be the Arbitrator.

The Arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall submit in writing his findings of fact and decision within thirty (30) days after the conclusion of testimony and argument of as soon as practical thereafter.

The expense of the Arbitrator's services and the proceedings shall be borne by the losing party or equally shared by both parties in the event of a compromise solution is determined by the Arbitrator. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and provides a copy without charge to the Arbitrator, if requested. If both parties request or obtain a copy of the transcript, the cost of the transcript will be split by the parties.

## **ARTICLE 32** **EDUCATIONAL INCENTIVE**

**Section 1 Training Programs:** It shall be the policy of the City of Dunnellon to foster and promote training programs (conferences, workshops, institutes, and so forth) for the city and of aiding employees to equip themselves for advancement in the services.

Full time, permanent employees in good standing shall be eligible to attend training programs which are job related with the approval of the Chief of Police. The jurisdiction will bear the cost of the training program in addition to paying reasonable expenses incurred by the employee in accordance with the travel and subsistence policy of the City's Personnel Manual.

**Section 2 Tuition Reimbursement Program:** The Chief of Police or his designee will determine if the program is related to the permanent full

time employee's job or future position within the city. All courses, cluster of courses, degree or non-degree programs, must be approved by the Chief of Police before classes begin.

The course or program, degree or non-degree must be related to the employee's present position or an existing position within the City that the employee desires to work toward achieving.

Reimbursement will be made for tuition and required course expenses only. Books, items for personal use, application or graduation fees, parking stickers, travel, typing, or other such related cost will not be reimbursed.

This is not retroactive to any employee for degree or non-degree courses taken before becoming employed with the City of Dunnellon.

If an employee is on probation he will not be reimbursed during that time period for any courses taken. Upon completion of probation and approval of the Chief of Police he may be reimbursed for courses taken.

If an employee is reimbursed for tuition and resigns from the city within one year, the employee shall reimburse the city in total. Monies due to the City will be withheld from the employee final check.

If an employee terminates with the City at any time during the time a course or program is being taken, he will not be reimbursed for the course or program.

The City will reimburse the remaining tuition costs that have not been covered by grants, financial aide or other alternative funding sources. One exception to this is if the employee is on a G.I. Bill. A form signed by the employee stating that he is not receiving any other type of financial aid must be submitted prior to the reimbursement of funds.

An employee taking a course for reimbursement must continue to display satisfactory work performance. If job performance is unacceptable, there will be no reimbursement for the course. Course work will not be completed on City time. All classes must begin before or after the employee's scheduled work assignment.

Life or business experience credits are not reimbursable.

The academic institution must be accredited by an agency recognized by the council of post secondary accreditation or the U.S. Department of Education; this includes colleges, Jr. Colleges, community colleges, universities, vocational or technical schools, and correspondence schools.

Reimbursement will be made on the following scale:

| GRADE     | PERCENTAGE OF REIMBURSEMENT |
|-----------|-----------------------------|
| A         | 100                         |
| B         | 90                          |
| C         | 80                          |
| D, E or F | 0                           |

If the course taken is pass/fail the City will pay 50% for a pass and nothing if fail.

If two (2) or more grades are given for one course, they will be averaged and reimbursed accordingly

If more than one course is taken at one time, they will be reimbursed as separate entities proportioned by credit hours.

It is the employee's responsibility to provide a detailed account of each course taken, as to the tuition or course cost in order to receive a reimbursement.

The employee must provide the clerk's office with an official grade sheet signed by an official of the educational institute and it must indicate the grade or type of completion for the course.

## ARTICLE 33

### MANAGEMENT RIGHTS

**Section 1** The FPBA recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities. The powers and authority that the City has not officially abridged, delegated, or modified by this Agreement, are retained by the City.

Except for management rights specifically compromised by the provisions of this Agreement, Management officials of the City retain their rights in accordance with the provisions of the Personnel Management System, and the laws of the municipality and state. These rights include, but are not limited to the following:

- A. To determine the organization of City government.
- B. To determine the purpose of each of its constituent agencies.
- C. To exercise control and discretion over the organization and efficiency of operations of the City.
- D. To set standards for services to be offered to the public.
- E. To manage and direct the employees of the City.

- F. To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees in positions with the City.
- G. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- H. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties and or adjust the level of benefits for all City employees because of lack of work, funds or similar legitimate reasons.
- I. To determine the location, methods, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work. Except where an emergency situation (including natural and/or manmade disasters) exists, at least sixty (60) days before the City contracts out work in a general area, where such contracting out would result in the lay off of existing bargaining unit employees, the City will notify the FPBA and offer the Union an opportunity to meet and discuss the matter before the date any existing bargaining unit employee is laid off, i.e., removed from the active payroll, as a direct result of such contracting out. Such discussion may include, among other items, the relative economic costs and the effects of such actions upon bargaining unit employees who may be laid off as a result of such contracting; provided the City's decision following such discussions shall be final and shall not be made the subject of a grievance or proceeding before any arbitrator(s), nor shall the City's decision be made the subject of any unfair labor practice charge alleging a refusal to bargain under the Public Employees Relations Act, as amended.
- J. To determine the number of employees to be employed by the City.
- K. To use temporary and part-time employees as the City deems appropriate.
- L. To determine whether work is to be performed by employees in the bargaining unit or outside the bargaining unit and which employees.
- M. To establish, change or modify the number, types and grades of positions or employees assigned to an organization, unit, department or project.
- N. To establish mental and physical fitness standards.
- O. To establish, change or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.

- P. To establish, implement, and maintain an effective internal security procedure.
- Q. To change, modify or delete any rule or regulation, not affected by this Agreement.

**Section 2** The City Council has the sole authority to determine the purpose and mission of the City and the amount of the police budget to be adopted by the City Council.

**Section 3** If it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

**Section 4** It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees at the discretion of the City maybe required to perform duties not within their job description, as long as they are Police Department related.

**Section 5** Those inherent managerial functions, prerogatives and policy making rights which the City has not expressly modified or restricted by a specific provision of the Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.

## **ARTICLE 34 PENSION**

**Section 1** The City shall continue to furnish the bargaining unit members a pension plan as currently defined as the Florida Municipal Pension Trust Fund.

**Section 2** All future Chapter 185 monies shall be used exclusively to purchase new or enhanced benefits for the members. The City and FPBA shall negotiate changes to the pension plan, subject to available funding, completing this task no later than September 30, 2011.

**Section 3** Employees' shall pay one percent (1%) of their pensionable income to the plan.

## **ARTICLE 35 ENTIRETY OF AGREEMENT**

**Section 1** The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the right and opportunity to make

proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The basic and entire agreement between the parties in the determination of wages, hours, and terms and conditions of employment, arrived at by the parties after the exercise of such rights and opportunity, are set forth in this Agreement.

**Section 2** The Employer and the FPBA acknowledge that the terms and conditions of the Agreement shall be in effect and govern the parties until September 30, 2013. The intent of this section is to eliminate either party at reopeners to collectively bargain for terms or conditions of employment not specifically referenced to or covered by this Agreement.

## ARTICLE 36 DURATION

**Section 1** This Agreement shall take effect October 1, 2010 and shall continue in full force until its expiration date September 30, 2013.

**Section 2** Should either party desire to terminate, change or modify this agreement; it shall notify the other party by the month of March 2013. In the event such notice is given, negotiations for a follow-on labor agreement shall begin no later than April 15, 2013.

**Section 3** Both sides agree to re-open section 1 of the Wage article to discuss wages for Fiscal Years 2011/2012 and 2012/2013.

### CITY OF DUNNELLON

2010/2013

### AUTHENTICATION

FOR THE CITY OF DUNNELLON:

FOR FLORIDA PBA:

  
for F.C. Stark, Vice-Mayor  
Fred R. Ward, Mayor

Date: 12-8-10

  
Stephen Micciche, Negotiator

Date: 11/29/10

Rated by the Bargaining Unit on 11/29/10, and by the City of Dunnellon Council on 11/17/2010.



