

Collective Bargaining Agreement

Between

**North Central Florida Police
Benevolent Association**
A Chapter of the
Florida Police Benevolent Association



and the
City of Chiefland
A Municipality of the State of Florida

October 1, 2017 - September 30, 2020

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AGREEMENT

This Agreement is entered into by the CITY OF CHIEFLAND, LEVY COUNTY, FLORIDA, hereinafter referred to as the “City,” and the NORTH CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION, A CHAPTER OF THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC., hereinafter referred to as the “Employee Organization” or the “Association,” the two being collectively referred to herein as “the Parties.”

ARTICLE 1

RECOGNITION

The City hereby recognizes the Employee organization as exclusive bargaining representative for all of its permanent, full time, officers in the Chiefland Police Department, including Patrolman, Detective, Sergeants, Corporals and Dispatchers but excluding the Chief of Police, and the positions of Deputy Chief, Captain, Lieutenant and Police Secretary.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 It is the right of the City to determine unilaterally the purpose(s) of each of its constituent agencies, including its Police Department; to set standards of services to be offered to the public; and to exercise discretion and control over its organization and operations, including its Police Department; the Employee Organization expressly recognizes the City’s sole and exclusive right to manage and direct the Chiefland Police Department.

2.2 In addition, the Employee Organization further acknowledges the City’s sole and exclusive right, power and authority to specifically include, but not be limited to, the following: to promulgate and enforce the City’s Personnel Manual and the Chiefland Police Department Policies and Procedures Manual (with the exception to items specifically addressed in this Agreement); to hire, promote, lay off, transfer, schedule, assign and retain employees; to discharge, demote, suspend, or take other disciplinary action against employees for proper cause as construed by the Public Employee Relations Commission (PERC); to transfer employees from location to location and re-hire employees; to relieve employees from duty because of lack of work, funds, or other reason; to determine the starting and quitting times and the number of hours and shifts to be worked; to maintain the efficiency of employees through supervisory personnel; to merge, consolidate, expand or close the Police Department or any part thereof; to expand, reduce, alter, combine, assign, or cease any position including the right to contract or subcontract existing and future work; to control the use of equipment and property of the City; to fill any position on a temporary, emergency, or interim basis; to determine the number, location, and operation of headquarters, annex-

es, divisions, substations, and departments thereof; to schedule and assign the work to the employees and to determine the size and composition of the work force; to formulate and implement Departmental policy, rules and regulations; to introduce new or improved services, maintain procedures, material, facilities and equipment; to determine the duties to be included in job classifications and the numbers, types and grades of positions or employees assigned to an organizational unit, department or project; to assign overtime and to determine the amount of overtime required; to control and regulate the use of all its equipment and other property; to establish and require employees to observe all its rules and regulations; to conduct performance evaluations; and to determine internal security practices.

2.3 If the City fails to exercise any one or more of the above functions from time to time, it shall not be deemed a waiver of the City's right to exercise any or all of such functions.

2.4 The above rights for the City are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the City in its capacity of management and direction of the City of Chiefland Police Department. Any rights, powers and authority the City had prior to entering into this Agreement are retained by the City except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the City has not expressly modified or restricted by specific provisions of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure.

2.5 If, in the discretion of the Mayor and/or the Police Chief, it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions or what it judged to be a public danger or emergency, the provisions of this Agreement may be suspended by the Mayor and/or Police Chief during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

2.6 The parties acknowledge that during the negotiations which resulted in this Agreement, each has the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of that collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the City and the Association for the life of this Agreement each voluntary and unqualifiedly waives the right, and agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed the Agreement.

2.7 When the Chief of Police and/or City makes a change in such job descriptions, policies, rules or regulations which effect wages, hours, or terms and conditions of employment of bargaining unit employees, the Chief of Police will

notify unit employees. Additionally, the Chief of Police and/or City will furnish the Union with a written copy of said changes ten (10) days prior to implementation. The Union agrees that impact bargaining will be deemed waived, if not requested in writing to the Police Chief and/or City within ten (10) calendar days after notice of the change is furnished to the Union. Any request for impact bargaining must identify the impact that each change or modification has on the wages, hours, or terms and conditions of employment of bargaining unit employees. The Union's failure to comply with any provision of this Section constitutes a waiver of any bargaining regarding the change or modification of the job description, policy, rule, or regulation.

ARTICLE 3

EMPLOYEE RIGHTS

3.1 The Parties agree not to interfere with the right of any eligible employee to become a member of the Employee Organization, withdraw from membership from the Employee Organization, or refrain from becoming a member of the Employee Organization.

3.2 There shall be no discrimination against any employee by reason of race, creed, color, age, national origin, sex, or Employee Organization membership or activity; or lack of Employee Organization membership or activity. Reference to the use of the word They in this Agreement is for brevity only and shall be interpreted to mean either gender. The City and Association fully recognize that the City has established an internal procedure to investigation and resolve alleged cases of discrimination, which in addition to existing adequate procedures established by the State of Florida and the federal government. Therefore, claims of illegal employment discrimination against the City, its officers or representatives shall not be considered a violation of this Agreement and is not subject to the grievance procedure as contained in Article 16 of this Agreement.

3.3 Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy, not including arbitration as defined in Article 16 available under this Agreement without representation of the Employee Organization. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with their immediate supervisor or other Departmental official without the intervention of the Association, provided that the immediate supervisor or other Departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

3.4 In this matter involving a formal grievance the Association shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

ARTICLE 4

PROHIBITION OF STRIKES AND LOCKOUTS

4.1 There will be no strikes, work stoppages, picket lines, slowdowns, boycotts, or concerted failure or refusal to perform assigned work for by the employees or the Association and there will be no lockouts by the City for the duration of this Agreement. The Association supports the City fully in maintaining normal operations.

4.2 Any employee who participates in or promotes a strike, work stoppage, picket line, slowdown, boycott or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City and only the question of whether they did in fact participate in or promote such action shall be subject to grievance and arbitration procedure.

4.3 It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of the citizens. Accordingly, it is understood and agreed that in the event of any violation(s) of this Section, the City shall be entitled to seek and obtain immediate injunctive relief.

4.4 “Picketing” as used herein shall mean any action which has the effect of preventing or attempting to prevent employees from reporting to or continuing work or preventing the public from entering public facilities.

ARTICLE 5

DUES DEDUCTIONS

5.1 Upon receipt of a lawfully executed written authorization form (approved by the City) from an employee, the City agrees to deduct the regular Association dues from their first and second biweekly pay of each month and remit such deduction to the Treasurer of the Association on a monthly basis. The Association will notify the City in writing thirty (30) days prior to any change in the regular Association dues structure.

5.2 An employee may, at any time, on a form provided by the Association (approved by the City) revoke their Association dues and submit such revocation form to the City with a copy to the Association. The City shall discontinue dues deductions only on the first pay day of each calendar month, after thirty (30) days notification to the Association.

5.3 The Union 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 actions taken or not taken by the City, its officials, agents, and employees in complying with this Article.

ARTICLE 6 **PERSONNEL RECORDS**

6.1 Each employee covered by this Agreement, shall have the right to inspect their official personnel file, provided, however, that such inspection shall take place during working hours at the location where the official personnel file is kept. The employee shall have the right to make one duplicate copy, of any item contained in their (her) official personnel file; thereafter, all copies made shall be at the employee's expense of fifteen cents (\$.15) per copy.

6.2 Employees shall have the right to file a written response to any letter of reprimand or other derogatory document, which is placed in the employee's official personnel file, subsequent to the effective date of this Agreement, as a result of supervisory action or citizen complaint. At the employee's request, any such written response shall be included in the employee's official personnel file together with the letter of reprimand or other derogatory document against which it is directed. The employee shall receive a copy of any derogatory document which is placed in their personnel file. No employee shall be required to sign any document, except that they did read and receive a copy of said document.

6.3 To the extent permitted by law and in order to protect the privacy and promote the safety of individual police officers, the City agrees not to directly or indirectly furnish the news media or the public with any employee's home address, telephone number, photograph, and/or personnel records without their consent.

6.4 The Association agrees not to directly or indirectly furnish the news media or the public with personnel records without the consent of the City and the employee thus mutually agreeing to the confidentiality of personnel records other than required by law.

ARTICLE 7 **SPECIAL PAY**

7.1 If there is a need to temporarily fill a regularly budgeted position with an employee from a lower classification, and there exists no current eligibility list relative to the budgeted position, the Police Chief may select any employee from a lower classification to temporarily fill such budgeted position. If the employee selected for a temporary position is not selected to the permanent position, this employee shall be returned to their previous classification and pay rate.

7.2 If an employee is temporarily assigned to a budgeted position of a higher rank for a total period of ten consecutive working (10) days, they will be entitled to a salary equal to the minimum salary of their new classification. In the event the member's salary is within 5% of the new classification's minimum salary, the member will receive a minimum of a 5% pay increase.

7.3 Employees assigned as a field training officer, evidence room supervisor, homicide investigator, SWAT or K-9 duty shall receive a \$75 stipend per pay period salary differential during said assignment.

ARTICLE 8 **PROMOTIONS**

8.1 Whenever a budgeted promotional vacancy exists in a supervisory classification covered by this collective bargaining Agreement, the City and/or the Police Chief shall have the sole prerogative to fill such vacancy within ninety (90) days from the date of vacancy. The Police Chief shall promote an employee to fill such vacancy from an eligibility list, if a valid eligibility list is in existence, or create a valid eligibility list, within sixty (60) days from the date of vacancy. An eligibility list shall remain in effect for twelve (12) months.

8.2 The City and/or Police Chief shall announce promotional examinations at least thirty (30) days in advance of said examinations. The City/or Police Chief will list the areas which the examinations will cover.

8.3 The City agrees that upon execution of this Agreement, the promotional probationary period shall be six (6) months duration and can be extended by the Police Chief for cause.

8.4 Promotions subject to Section 8.1 may be made from an eligibility list, the ranking of which will be determined by the following:

Written Examination	30% (Passing test score of 70%)
Experience & Performances	20%
Education	20%
Oral Board/Examination	30%

The candidate with the highest score shall be placed at the top of the eligibility list, with candidates with lower scores following in descending order and the City and/or Police Chief have discretion to promote from such eligibility list as set out above. The Chief may utilize the rule of three to promote; namely that any one of the top three (3) ranked candidates may be promoted.

ARTICLE 9 **SENIORITY**

9.1 Seniority is an officer's length of continuous service, within class, with the Police Department, dating from their or her last date of hire and upon completion of the probationary period. Officers with the same date of hire shall have the seniority standing among themselves based upon the chronological order in which they applied for employment. Seniority shall govern the selection of vacation date of each calendar year with the approval of the Chief of Police.

9.2 Seniority and the employment relationship shall be broken and terminated if an officer; (i) resigns; (ii) is discharged and not reinstated; (iii) is absent from work for three (3) consecutive work days without notification to the Police Chief, unless notification would have been impossible; (iv) is laid off and fails to return to work within four (4) workdays after having been notified in writing by certified mail with return receipt requested, addressed to the last known address of record unless there is a reason, acceptable to the Police Chief, for such failure;

(v) is laid off for a period of time exceeding twelve (12) months; (vi) is absent from work in the case of sickness or illness or injury occurred on the job for twenty-four (24) consecutive months; or (vii) fails to report for work at the termination of a leave of absence or extension thereof.

9.3 An officer's seniority shall be retained during an approved leave of absence but shall accumulate further only during leave with pay and for sixty (60) days without pay, unless otherwise extended by approval of the Chief of Police and/or the City.

ARTICLE 10

ASSOCIATION REPRESENTATIVE

10.1 The Employee Organization shall be represented by its President or their designee. It shall be the responsibility of the Association to notify the Mayor, City Manager and the Police Chief in writing of any change of the designation of President or their designee, subsequent to the execution of this Agreement.

10.2 The City will provide the President of the Employee Organization a copy of the agenda of each regularly scheduled meeting of the City Commission, which may be picked up at City Hall.

10.3 An employee representative of the Association, designated by the President, shall be permitted reasonable access to all Departmental work locations at reasonable times to handle specific grievances and matters of interpretation of this Agreement. The exercise of such, rights shall not interfere with the employee's duties nor the duties of other City Employees.

10.4 One (1) employee representative of the Association who is engaged in the re-opening of this Contract or in the successor Contract shall be allowed to attend the negotiation sessions that occur within their normal duty hours without loss of pay or benefits (subject to the execution of their necessary duties).

ARTICLE 11

PROBATIONARY PERSONNEL

11.1 A new officer shall be considered a probationary officer for one (1) year from date of hire, after which seniority shall date back to the date of hire; provided, however, the Police Chief shall have the discretionary right to extend the probation for an additional six (6) month period. Officers whose promotion to a position outside the bargaining unit is rescinded or not retained may return to a vacant position within the bargaining unit at the officer's former rate of pay.

11.2 Officers who receive a promotion or who transfer to a different classification within the bargaining unit shall be on probation in that classification for a period of one hundred eighty (180) days after which, if they are not retained, they will be returned to their former classification.

ARTICLE 12

LAW ENFORCEMENT OFFICERS' BILL OF RIGHTS

12.1 The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and out of such contracts and relationships with the public, questions may arise or complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of, Departmental supervisory officials whose primary concern must be the security of the City and the preservation of the public interest.

12.2 In order to maintain the security of the City and protect the interest of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizens' complaints and matters of internal security; provided, however, that any investigative interrogation of any employee covered by this Agreement relative to a citizen's complaint and/or a matter of internal security shall be conducted pursuant to law, as established by Florida Statute 112.531 et. seq., commonly referred to as "The Law Enforcement Officers' Bill of Rights," as such law exists and/or may be amended; and according to the City Personnel Manual and the Police Department Policies and Procedures Manual as such may exist.

ARTICLE 13

EMPLOYEE-MANAGEMENT COMMITTEE

The Association representative or designee shall be entitled to meet with the Chief of Police to discuss problems within the Department that are not subject to negotiations at any time with an appointment (this does not forbid either party from discussing areas within the Agreement which may they a problem to either party).

ARTICLE 14

BULLETIN BOARDS

14.1 The City agrees to furnish, in the patrol room, wall space not to exceed 24 X 36 inches for an Association-purchased bulletin board of an equal size. The Association bulletin board must be glass-encased and locked. A key to the Association bulletin board must be furnished to the Police Chief or their designee.

14.2 No material, notices or announcements shall be posted which contain anything which adversely reflects upon the City of Chiefland, its independent agencies, its employees, or any labor organization among its employees; copies of any material posted shall be given to the Chief of Police.

ARTICLE 15

VOTING

During a primary or general election, an employee who is registered to vote and whose hours of work do not allow sufficient time for voting, either in person or by absentee ballot, shall be allowed necessary time off with pay for this purpose. Where the polls are open one (1) hour before or one (1) hour after the employees regular scheduled work period, it shall be considered sufficient time for voting.

ARTICLE 16

GRIEVANCES AND ARBITRATION PROCEDURE

16.1 A grievance within the meaning of this Agreement shall consist of a violation or alleged violation of this Agreement. Terminations of officers are governed by the appeal procedure set forth in the City Personnel Manual, and are not governed in any way by this Agreement.

16.2 A grievance may be submitted by the Association as the exclusive representative of unit employees covered by this Agreement as a "Class Grievance", which is defined as a grievance which is general in nature and affects more than one employee regarding the same subject. An Association Staff Representative shall sign the Class Grievance on behalf the affected employees. A Class Grievance shall be submitted at Step 2 within the prescribed time limits.

16.3 In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.

16.4 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by management within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, their grievance shall be considered conclusively abandoned.

16.5 Grievances shall be presented in the following manner:

Step 1. The employee shall first take up their grievance with their immediate supervisor (or shift commander) within five (5) working days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee becomes knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time which the employee was on annual leave, sick leave, or other compensated leave, the five (5) days period shall commence running immediately upon the employee's return from such compensated leave. The first step (between employee and

their immediate supervisor) shall be on an informal or oral basis, and shall not involve the Association or any other representative of the employee, unless requested by the employee.

Step 2. Any grievance which cannot be satisfactorily settled with immediate supervisor shall be reduced to writing by the employee or Association on behalf of the employee and shall next be taken up with the Chief of Police. Such grievances shall be presented to the Chief of Police in writing, within five (5) days of the date of completion of Step 1. The Chief of Police, within five (5) days after presentation of grievances shall render their decision on the grievance in writing, unless a longer period of time is mutually agreed upon.

Step 3. Any grievance which cannot be satisfactorily settled with the Chief of Police shall next be taken up with the City Manager, or their designee, either through a representative or the Employee Organization and the employee, or by the employee himself at the employee's option. The grievance as specified in writing in Step 2, shall be discussed by and between the employee and/or the City Manager or their designee, within five (5) days after the completion of Step 2. The City Manager or their designee, within seven (7) days after this discussion (or such longer period of time as is mutually agreed upon) shall render their decision in writing, with a copy to the Employee Organization.

Step 4. - Arbitration. In the event a grievance processed through the grievance procedure has not been resolved in Step 3 above, the Association may request that the grievance be submitted to arbitration within fifteen (15) days after the City Manager or their designee renders a written decision on the grievance. The arbitrator may be any impartial person mutually agreed upon by the parties. If an impartial arbitrator cannot be agreed upon within fifteen (15) days after the grievance is submitted to arbitration, then the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option within five (5) days of receipt of striking three (3) names in alternating fashion, thus leaving the seventh (7th) which will give a neutral or impartial arbitrator.

16.6 The City and the Employee Organization shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing, and the arbitrator thereafter shall confine their decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine their consideration and determination to the written responses presented in Steps 2 and 3 of the grievance procedure. The arbitrator shall fashion an appropriate remedy for violations of or to enforce the provisions contained in this

Agreement. 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 hereto. 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 Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as herein provided. The arbitration hearing shall be conducted in accordance with the rules of procedure promulgated by the American Arbitration Association.

16.7 Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing. The impartial arbitrator's fees and related expenses and expenses in obtaining a hearing room, if any, 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 said cost.

16.8 Copies of the arbitrator's decision shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's decision shall be final and binding on the parties.

16.10 Where a grievance is general in nature in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the Employee organization and the City, such grievance shall be presented by the Association's Representative, in writing, directly to the City Manager, Step 2, within the (10) days of the occurrence of the event(s).

16.11 Consistent with the provisions of the Florida Public Employees Relations Act, Chapter 447, Florida Statutes, unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Commission for funding of the Agreement, and the arbitrator shall have no authority, power or jurisdiction to construe any provision of law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate or cause the City to have to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Commission for the funding of this Agreement. Any such award which contravenes or is not compliance with the provisions of this Paragraph shall be null and void.

ARTICLE 17

TRAINING

17.1 The City and the Police Department agree to attempt efforts to promote on-the-job training for the purpose of improving the performance of employees, aiding employees to equip themselves, for advancement to higher positions and greater responsibilities, and improving the quality of service rendered to the public.

17.2 When the Police Department requires employees to attend weapons training, or qualify with their service weapon, it will make reasonable effort to facilitate the employee attending such firearms range during their normal working hours, however, the employee may be required to attend the firing range during their off-duty hours. Any employee required to do so shall receive overtime compensation, if the said training causes the employee to exceed the overtime threshold set forth in Article 18 of this Agreement.

17.3 When the Police Department requires any employee to attend supervisory training and/or in specialized police techniques it will make reasonable effort to facilitate the employees attending such training during their normal working hours. The employee may volunteer to attend such training during their off-duty hours, however, the employee shall not be required to attend such training on off-duty hours.

17.4 If a police officer is required to attend training for a job certification during their probation period, they will be required to attend on their off-duty time without pay. For the purpose of this Agreement, job certification will mean a Police Standards Training Certificate.

ARTICLE 18

HOURS OF WORK AND OVERTIME

18.1 The following provisions shall govern hours of work for law enforcement officers covered by this Agreement:

A. Forty-two (42) hours shall constitute a normal work week for an employee covered by this Agreement. Nothing herein shall guarantee an employee payment for a forty-two (42) hour work week unless the employee actually works a forty-two (42) hour work week or their actual hours worked and their authorized compensated leave totals forty-two (42) hours. For the purpose of this Agreement, authorized compensation leave shall mean leave compensated under City Personnel Manual or Police Department Policies and Procedures Manual or terms of this Agreement.

B. Hours in excess of forty-two (42) hours per week shall be compensated at the rate of time and one-half (1 and 1/2 times) of the employee's regular straight time rate.

18.2 The following provisions shall govern hours of work for dispatchers covered by this Agreement:

A. Forty (40) hours shall constitute a normal work period for dispatchers covered by this Agreement. Nothing herein shall guarantee payment for a 40-hour work week unless the employee actually works 40 hours or the actual hours worked and authorized compensated leave totals 40 hours. For the purpose of this Agreement, authorized compensation leave shall mean leave compensated under the City Personnel Manual or provisions of this Agreement.

B. Hours in excess of forty (40) hours per work week period shall be compensated at the rate of time and one-half (1 and 1/2 times) of the employee's regular straight time rate of pay. Employee may choose compensatory time in lieu of overtime pay that must be used or paid within ninety days of time earned.

18.3 The following provisions shall apply to all employees covered by this Agreement:

A. Overtime work will be assigned solely at the discretion of the Chief of Police or their designee. No employee may authorize overtime for himself, excluding reasonable performance of duties relating from a normal shift.

B. No supervisor or official shall take action to cause the non-payment of time and one-half (1 1/2) in circumstances wherein the member covered by this Agreement has performed work which entitles him to payment of time and one-half (1 1/2).

18.4 Call-Out

A. If an employee covered by this Agreement is called out to work at a time outside their normal working hours, they shall receive a minimum of two (2) hour's pay at the rate of time and one-half (1 1/2) their regular straight time. If called out again during the two (2) hour period an employee shall not receive an additional two (2) hours compensation, however the employee shall receive time and one-half (1 1/2) for all hours worked during the call-out. However, an employee who does not accumulate at least forty-two (42) hours compensated time during the work week will be compensated for the call-out at their regular overtime rate. If an employee covered by this Agreement is called out to work additional hours contiguous with their scheduled work hours, only hours worked outside the scheduled hours will be compensated at time and one-half (1 1/2).

B. The aforementioned minimum call-out compensation shall apply to required off-duty appearances as a subpoenaed witness in federal, circuit, county, and/or municipal courts pending criminal, civil, or traffic cases where the employee is involved as a witness (in their official police capacity) arresting officer and/or investigating officer.

C. No supervisor or official shall take action to cause the non-payment of time and one-half (1 1/2) in circumstances where in the member covered by this Agreement has performed work which entitles him to payment of time and one-half (1 1/2).

18.5 General Provisions

A. Except for emergency situations, (hurricanes, natural disaster, unforeseen officer absence, illness or injury) employees covered by this Agreement shall be given thirty-six (36) hours notice of any change in their regular hours of work. Further, except for emergency situations, the Department will avoid scheduling an employee to work on continuous shifts. An employee will be notified in writing of any change in shift schedule.

B. The aforementioned minimum call-out compensation and other provisions of Paragraph C of this Article shall also apply where the employee is required, at the discretion of the Department, to report to an assembly point, (i.e. staging area) during their off-duty hours to await a call to duty.

ARTICLE 19

UNIFORMS AND EQUIPMENT

19.1 The City will provide the following equipment to all present officers and newly hired officers: Uniform trousers, shirts and jackets as required by the Police Department, including a flashlight and batteries, one (1) weapon, one (1) holster, one (1) belt, four (4) keepers, two (2) handcuff holders, two (2) magazine holders, and bullet-proof vest. All items, at the discretion of the Police Chief, will be replaced as needed at no cost to the employees.

19.2 Police Officers will be furnished one hundred (100) rounds of ammunition annually for training/qualification purposes.

19.3 Any employee who shall receive any breakage or damage to their uniform or issued equipment in the line of duty shall have it replaced at no cost to the employee, with equipment having the same quality.

19.4 At the start of each shift, the driver will inspect their assigned police vehicle before it goes on the street. If the driver finds any fault in the vehicle which might be construed as a safety hazard, the driver shall inform the Shift Commander. The vehicle will not be returned to duty until the safety hazards are eliminated. Employees covered by this Agreement, whose job duties include the operation of a City-owned police vehicle, shall be permitted to drive their assigned vehicle for limited purposes within Levy County (pursuant to the Indianapolis Plan), upon the completion of their job duties. When the vehicle is not being used, it shall remain parked at the employee's residence.

19.4.1 (a) Employees covered by this Agreement who:

- (i) live less than ten (10) miles from the city limits of Chiefland; or
- (ii) are assigned to the Levy County Drug Task Force and report for work directly to the Sheriff's office in Bronson; shall be allowed to drive their patrol vehicle home.

All other employees covered by this agreement are prohibited from driving any City vehicle home.

(b) Notwithstanding subsection (a), above, the City agrees to continue to allow three officers, (Cosseboom, Murphy, and Yanok), to drive their City vehicle home in accordance with the following: Any of these three officers who lives more than ten (10) miles from the city limits of Chiefland shall reimburse the City through gas purchase in assigned vehicles to equal twenty cents (\$.20) per mile and shall log the vehicle mileage

on a form provided by the City. This exception shall apply only so long as the officer listed continues to reside at their current address. The take home vehicle shall not be driven outside of Levy County. This exception shall expire on the termination date of this agreement, (September 30, 2020), without regard to the status quo doctrine. The Chief of Police shall assign vehicles.

19.5 The driver shall check their marked patrol vehicle before it goes on the street. It must have the following equipment in working order: all emergency lights, siren, loud speaker, two-way mobile radio, shot gun and shells, shot gun locks, first aid kit, fire extinguisher, reflector vest, spare batteries, and a prisoner cage guard in all vehicles which shall be used to transport prisoners.

19.6 All employees covered by this Agreement, who are on City payroll on the first pay period of December shall be paid an annual shoe allowance of one hundred dollars (\$100.00) and an annual dry-cleaning allowance of one hundred and twenty dollars (\$120.00).

ARTICLE 20

LEGAL BENEFITS

The City will defend employees against any legal actions taken against them as a result of their prudent and good faith actions in fulfilling their duties as a Police Officer while acting in the scope of their employment, unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

ARTICLE 21

PENSION BENEFITS, INSURANCE, AND WORKERS' COMPENSATION

21.1 The pension plan for employees covered by this Agreement shall be governed by the Florida Retirement System (FRS) as may be amended by the Florida Legislature.

21.2 The City agrees to continue providing individual health insurance coverage to all employee classifications covered by this Agreement at no cost to the employee. The City also agrees to continue paying 25% of the premium costs associated with providing dependent health insurance coverage to all dependents of employee classifications covered by the Agreement. However, the City reserves the right to change insurance carriers if and when deemed appropriate and to determine the plans offered. Should any change with insurance carrier occur or an increase in insurance premiums arise, the City shall notify the Association within ten (10) days of the City making the decision to change carriers or receiving such notification of a premium increase.

21.3 Workers' compensation benefits shall be available to employees in accordance with applicable law and Florida Statutes.

ARTICLE 22 **VACATION TIME**

22.1 Employees covered by this Agreement shall be entitled to annual vacation leave with pay based on the number of years of service with the City:

PERIOD OF SERVICE	EARNED HOURLY RATE
0 to 1 year	4 hours per month
1 year to 4 years	8 hours per month
5 years to 9 years	12 hours per month
10 years to 14 years	14 hours per month
15 years to 19 years	16 hours per month
20 years and over	18 hours per month

These hourly rates are based on employees working eight (8) hour shifts. Officers working twelve (12) hour shifts would be higher by one-half (1/2) hour per month.

22.2 No employees will be entitled to utilize annual vacation leave without having first completing six (6) months of employment.

22.3 The employee's annual leave will be capped at 240 hours. In the event that an employee has more than 240 hours on their January 1st, any unused annual leave hours in excess of 240 hours will be rolled into the employee's sick leave within thirty (30) days.

22.4 Upon termination of employment, an employee will be paid for any unused portion of accrued annual vacation leave up to 240 hours. The payment shall be determined by using the rate of pay received by the employee at the time of termination.

22.5 Vacation must be scheduled with the approval of the Police Chief. Seniority shall be considered by the Police Chief in scheduling of vacations.

ARTICLE 23 **SICK LEAVE**

23.1 All full-time employees working eight hour shifts shall earn eight (8) hours of sick leave per month for each full month of employment. For Patrol officers who work twelve (12) hour shifts, they will earn sick leave at the rate of eight and one-half (8 1/2) hours per month.

23.2 Sick leave may be used for the following reasons:

A. For employee's personal or family illness, injury or exposure to a contagious disease.

B. For employee's personal or family member's appointments with a doctor, dentist or other recognized practitioner when it is not possible to arrange such appointments for off-duty hours.

C. For the birth of a child.

23.3 Sick leave will be capped at 1000 hours. When an employee leaves the City, they will be entitled to a lump-sum payment of one-fourth (1/4) accrued sick leave. This payment will not exceed two hundred forty (240) hours. In the event of death of an employee, the employee's beneficiary will be entitled to the same lump-sum pay off.

ARTICLE 24 HOLIDAYS

24.1 The City shall grant eleven (11) holidays to bargaining unit employees which shall include:

New Year's Day	Martin Luther King Day
Good Friday	Memorial Day
Independence Day	Labor Day
Veterans Day	Thanksgiving Day
Day after Thanksgiving	Christmas Eve
Christmas Day	

24.2 Bargaining unit employees shall be entitled to any other day designated as a holiday by the City for City employees.

ARTICLE 25 SEVERABILITY CLAUSE

Should any provision of this Agreement or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a decree of court of competent jurisdiction, all other provisions and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 26 WAGES

26.1 For the fiscal year, beginning October 1, 2017, the City will adjust the wages upward two percent (2%) for all employees covered by this Agreement, retroactive to October 1st, 2017. The parties acknowledge that any future salary adjustments during the term of this Agreement will be negotiated under the terms of Article 27 of this Agreement.

CLASSIFICATION PAY RANGES

<u>Position</u>	<u>Minimum</u>	<u>Maximum</u>
Dispatcher	\$22,880	\$34,607
Police Officer/Corporal	\$30,104	\$42,956
Sergeant	\$32,199	\$48,704

26.2 For those classifications of law enforcement officers covered by this Agreement that may be promoted to a higher classification (i.e. Corporal or Sergeant), they shall receive a salary increase to the minimum salary of their new classification. In the event the member's salary is within 5% of the new classification's minimum salary, the member will receive a minimum of a 5% pay increase.

ARTICLE 27

ENTIRE AGREEMENT; TERM OF AGREEMENT; NOTICE

27.1 – Agreement / Reopeners:

27.1.1 This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

27.1.2 During the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

27.1.3 The City and the Association agree that for the Fiscal Years 2018-2019, and 2019-2020, each party has the right to reopen up to two (2) articles in addition to Article 26.

27.2 The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Association is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this Agreement, without having to be ratified by bargaining unit members.

27.3 Notices shall be sent by registered or certified mail, and if by the City shall be addressed to the Florida Police Benevolent Association, Inc., at 300 East Brevard Street, Tallahassee, Florida 32301. Notices by the Association shall be addressed to the Mayor of the City of Chiefland, 214 East Park Avenue, Chiefland, Florida 32626.

27.4 This Contract will commence upon ratification by members of the bargaining unit and will remain in effect until September 30, 2020, which period shall constitute the "duration" of the Agreement.

27.5 This Contract will remain in full force and effect until its successor is ratified and implemented.

IN WITNESS HEREOF, the parties have signed this **AGREEMENT** to be effective as of October 1, 2017.

RECOMMENDED FOR THE CITY OF CHIEFLAND

Mary Ellzey
Mary Ellzey, City Manager

2/12/18
Date

Betty Walker
Betty Walker, Mayor

2/12/18
Date

APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

Jim Wiggins
Jim Wiggins
Director of Organizational Services
FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

1/31/18
Date

George Corwine
George Corwine
President
North Central Florida PBA

1/31/18
Date

Fonz Macy
Fonz Macy
Chiefland PD PBA Representative

1/31/18
Date

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