

**AGREEMENT BETWEEN
COASTAL FLORIDA POLICE BENEVOLENT
ASSOCIATION
AND
THE CITY OF HOLLY HILL**

October 1, 2015 – September 30, 2018

Ratified by City Commission:

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THIS AGREEMENT is entered into by the CITY OF HOLLY HILL, FLORIDA, hereinafter referred to as the "City", and the COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION, hereinafter referred to as the "Employee Organization" or the "Association".

ARTICLE 1

TITLE RECOGNITION

1.1 The City hereby recognizes the Association as the exclusive bargaining agent for those employees in the following bargaining unit:

Included: All Sworn full-time Police Officers, Police Sergeants, and Police Lieutenants

Excluded: Police Chief, Deputy Police Chief and all non-sworn positions.

ARTICLE 2

MANAGEMENT RIGHTS

2.1 Except as expressly provided for in this Agreement, the City has the sole and exclusive right to manage and direct the Holly Hill Police Department, set standards of service to be offered to the public and to exercise control and discretion over its operation.

2.2 The City, except as provided in this Agreement, specifically, but not by way of limitation, reserves the exclusive right to: hire, promote, transfer, classify, reclassify and lay off bargaining unit member s; fire, demote, and for just cause, transfer bargaining unit member s from location to location; rehire bargaining unit member s; maintain the efficiency of bargaining unit member s through supervisory personnel; merge, consolidate, expand or close the Department or any part thereof or expand, reduce, alter, combine, assign or cease any positions upon notifications, control the use of equipment and property of the City; fill any position on a temporary, emergency or interim basis; determine the number, location, and operation of headquarters, annexes, divisions, sub-stations and departments thereof; schedule and assign the work to the bargaining unit member s and determine the size and composition of the work force; formulate and implement departmental policy, rules and regulations; and introduce new or improved services, maintenance procedures, materials facilities, equipment and subcontract or contract any or all of its operations and functions. The Chief of Police will meet and negotiate with Association representatives regarding any change to the basic shift rotation plan of the Patrol Division, prior to implementation of any change to that plan.

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 to 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 Holly Hill 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.

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

2.6 The Association agrees it will not in any manner whatsoever, either directly or indirectly, support or condone, or in any way assist with any movement or effort in the City which might in any fashion have the effect of changing or altering this Labor Agreement. Such Agreement includes, but is in no way limited to, the supporting, either directly or indirectly, of any local legislation which would result in the alternation of any terms of this Agreement.

2.7 The exercise of the above rights shall not preclude bargaining unit member s or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

2.8 The City acknowledges that the language in this Article is not a waiver of any of the Association's rights under federal and Florida statutes nor is it a waiver of any bargaining unit member or group of bargaining unit member 's rights under federal or Florida statutes.

ARTICLE 3

EMPLOYEE RIGHTS

3.1 Parties hereto agree not to interfere with the right of any bargaining unit member to become a member of the Employee Organization, withdraw from membership in the Employee Organization, or refrain from becoming a member of the Employee Organization.

3.2 There shall be no discrimination against any bargaining unit member by reason of race, creed, color, age, national origin, sex or Employee Organization membership or activity, or lack of Employee Organization membership or activity. References to the use of the word he or his in this Agreement is for brevity only and shall be interpreted to mean him or her or his or her.

3.3 Nothing contained in this Agreement shall prevent any bargaining unit member covered by this Agreement from pursuing any right or remedy, not including arbitration as defined in the Grievance Procedure available under this Agreement, without representation of the Employee Organization. Further, nothing contained in this Agreement shall prevent any bargaining unit member from discussing a non-contract problem directly with his immediate supervisor or other departmental official without the intervention of the Association, provided that the immediate supervisor or other departmental official agrees to discuss or attempt to resolve the matter outside the formal grievance procedure.

ARTICLE 4

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 by the bargaining unit members 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 bargaining unit member 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 he 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, safety, 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, provided, however, it is agreed that the Association shall not be responsible for any act alleged to constitute a breach of this section if neither the Association nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action.

4.4 "Picketing" as used herein shall mean any action which has the effect of preventing bargaining unit members from reporting to or continuing work.

ARTICLE 5

DUES CHECK-OFF

5.1 Bargaining unit members covered by this Agreement may authorize payroll deduction for the purpose of paying Association dues. No authorization shall be allowed for payment of initiation fees, assessments or fines. The Association will notify the City in writing within thirty (30) days prior to any changes in the regular Association dues structure.

5.2 Dues shall be deducted biweekly (26 pay periods) and the funds deducted shall be remitted to the treasurer of the Association within thirty (30) days. The Association will indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deduction of Association dues.

5.3 The payroll deductions of each bargaining unit member shall be instituted upon voluntary written notice from the bargaining unit member.

5.4 The payroll deduction shall be revocable by the bargaining unit member notifying the City in writing. The Association shall be notified by the City of any revocation.

ARTICLE 6

PERSONNEL RECORDS

6.1 Each bargaining unit member covered by this Agreement shall have the right to a supervised inspection of his/her 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 bargaining unit member shall have the right to request duplicate copies, at no expense, of any items contained in the bargaining unit member personnel file.

6.2 Bargaining unit members shall have the right to submit a written response to any letter or reprimand or other document which is placed in the bargaining unit members official personnel file

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 furnish anyone the bargaining unit members home address, telephone number, photograph, or personnel records without his consent.

6.4 The Association will indemnify and hold the City harmless against any claims made and against any suits instituted against the City as a result of the City exercising this prohibition against the furnishing of personnel data as defined in Section 6.3.

ARTICLE 7

BASIC SCHEDULING AND DUTY ASSIGNMENT

7.1 The City and the Union agree that the basic work period for the Patrol Division shall consist of a two work 84 hour schedule. Hours worked in excess of the 84-hour schedule shall be compensated for at a rate of one and one-half (1 1/2) times the basic hourly rate of the bargaining unit member. Bargaining unit members assigned to work on an 8-hour day schedule, 40-hour work week shall be compensated at the rate of one and one-half (1 ½) times the basic hourly rate of the bargaining unit member for hours worked in excess of 40 hours per work week.

7.2 For overtime calculations work performed shall not include sick time, unscheduled personal leave or extended sick leave, holiday (straight time) and workers compensation leave. Holiday (straight time) will be included in the calculation of overtime for bargaining unit member s assigned to investigations. Scheduled personal leave, safety day, bereavement leave, compensatory time used, holiday worked and jury duty shall count as hours worked for overtime purposes. All other hours types not previously listed shall not count as hours worked for overtime purposes. For purposes of overtime calculations, all state paid incentive pay is not used when determining the hourly rate.

7.3 The maximum accumulation of compensatory time hours is eighty four (84) hours. When a bargaining unit member takes compensatory time off, the hours in his accumulated account would be appropriately reduced by the time taken off. If any bargaining unit member leaves the service of the City, the hours in his compensatory time accumulation shall be paid at his current rate of pay.

7.4 Overtime pay shall be paid during the same pay period in which it is earned, with the exception of overtime that is worked on the last day of the pay period. When this occurs, this overtime pay will be paid in the next pay period.

7.5 If an bargaining unit member is called to work outside his normal working hours, he/she shall receive a minimum of two and one half (2.5) hours pay at the rate of one and one-half (1.5) times the bargaining unit member 's basic hourly rate.

7.6 The minimum call-out compensation referred to in the above section shall apply to all call out, except required judicial appearances in Federal, Circuit, County or Municipal proceedings; either criminal, civil or traffic, on matters arising from the bargaining unit member 's employment which shall be for a minimum of three (3) hours. Any fee paid by the court to the bargaining unit member for his court appearance shall be retained by the bargaining unit member in the event that the bargaining unit member uses his own vehicle. If the bargaining unit member uses a City vehicle, any fees paid by the Court to the bargaining unit member will be turned over to the City.

7.7 No supervisor or official shall take action to alter or change the work schedule in any manner to avoid payment of earned overtime.

7.8 A basic shift rotation schedule for the Patrol Division will be posted 30 days in advance of the expiration of the previous schedule for the twelve (12) month period. The twelve (12) month period will run from January through December of each year with the change going into effect on the first day of the first new pay period of January, Thirty (30) days prior to the posting of the schedule, a list will be posted for officers to sign and choose what shift they choose to work. If there is a conflict with a number of officers wanting a particular shift, assignments will be made by seniority as defined by the PBA contract. Squad assignments can be changed by the Chief or designee when operationally necessary. Individual squad personnel may voluntarily switch assignments with another of equal rank. All shift changes must be approved by the Chief/designee.

7.9 Except in case of emergency, a bargaining unit member will be given a minimum of forty eight (48) hour advance notice of any changes in his scheduled shift. Emergency as herein defined shall include unforeseen staffing requirements due to officer illness, bereavement leave, natural or man made disaster or any other extraordinary manpower requirements. If a bargaining unit members is not notified prior to forty eight (48) hours of a shift change, and no emergency exist (as herein defined) the bargaining unit member shall receive payment at one and one half (1 1/2) the straight time rate for the first eight (8) hours of the new shift. There will be no changes in the work schedule unless authorized

by the Chief or his designee. A bargaining unit member may choose to receive comp time instead of the salary.

7.10 It is agreed that all assigned off-duty employment will be compensated at the rate provided for by the business and at a minimum of \$ 35.00. Assigned off-duty employment shall mean any employment of any bargaining unit member, excluding part time officers, except as indicated below, where within the City limits of the City of Holly Hill such employment necessitates the wearing of the uniform of the City of Holly Hill, or any issued part thereof. It is further agreed that such assigned off-duty employment shall first be approved by the Chief of Police and all compensation for assigned off-duty employment shall be paid directly to the officer working the assignment by the individual employer at the end of each detail. The City will not be responsible for any enumeration for this service. It is understood that the bargaining unit member performing the off-duty assignment shall not be entitled to any overtime compensation. In the event a bargaining unit member working an off-duty assignment is injured in the line of duty while acting in the capacity of a police officer the City agrees to provide coverage for workers compensation as per Florida State Statutes. The rotational list shall be maintained by the Police Chief/designee in the event no full time officer is available to cover the special assignment a part time officer can then be used to fill the vacancy.

7.11 A bargaining unit member may be entitled to a (30) thirty minute meal period during each eight (8) hour or twelve (12) work period. When a meal period is granted, the bargaining unit member must standby by for a possible call to duty and shall remain on duty. The bargaining unit member shall be compensated during the meal period.

ARTICLE 8

BULLETIN BOARDS

8.1 The Association shall be authorized use of a suitable bulletin board, at an agreed upon location.

8.2 The Association agrees that it shall only use space on the bulletin board described above for the following purposes:

1. Notice of Association meetings
2. Association elections
3. Reports of Association committees
4. Recreational and social affairs of the Association.
5. Information to members concerning Association Business
6. Association Newsletters

8.3 All Association materials placed on the bulletin board shall be signed by the bargaining unit member Representative or his designee, and copies of any materials to be posted shall first be provided to the Department Head or his duly authorized agent prior to the posting of any such materials. The Chief of Police/designee shall have the right to refuse permission to post material considered inflammatory towards the City, the Police Department, or their leadership.

8.4 All costs incidental to preparation and posting of Association material shall be at the expense of the Association. The Association is responsible for posting and removing approved material from the bulletin board and for maintaining the bulletin board in an orderly fashion.

8.5 Subject to the restrictions for bulletin board usage, the Association shall be authorized similar usage of departmental e-mail solely for the purposes listed in section 8.2 provided the Police Chief and City Manager are forwarded a copy.

ARTICLE 9

ASSOCIATION REPRESENTATIVE

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

9.2 A complete list of representatives shall be furnished to the City and any changes in these designations shall be promptly reported in writing to the City before the representatives can accomplish any of their duties.

9.3 It is understood and agreed that any bargaining unit member functioning as an Association representative has productive work to perform and will not leave his job during work hours, except after properly requesting and receiving proper authorization from the Chief of Police or his designee and only after stating what Association duties are to be performed. If in the opinion of the City the above mentioned bargaining unit member is taking unreasonable time to conduct such business the City shall have the right to require the Association representative to return immediately to their productive City work. At no time shall a bargaining unit member communicate with a member of the City Commission with regard to Association business while on duty being compensated by the City.

9.4 Bargaining unit members may devote up to two hours vacation time per year to be used by the Association representative to conduct Association business, to include attendance at meetings negotiation of contracts, grievance investigations and similar duties. If the pool of vacation time is not sufficient, then the Association representative must perform the Association business without pay.

ARTICLE 10

PROMOTIONAL POLICY

10.1 The City shall announce the promotional process at least seven (7) days in advance. The selection process is used to evaluate candidates for promotion to the ranks of Lieutenant and Sergeant and may include any of the following, at the sole discretion of the Chief of Police. Additional items may be added by the Police Chief at his/her discretion. Further, final selection of those to be promoted rests exclusively with the Chief of Police (no right to appeal this decision exists).

Potential Evaluation Methods:

1. Written exam (appropriate notice to be given of source material).
2. Oral interview/exam using interviewers from other agencies.
3. Submission of resume/letter by candidates to the Chief.
4. Interview of candidates by Chief.
5. Review of personnel and professional standards files by the Chief.
6. Review/discussion of candidates past performance and suitability for promotion with current supervisory personnel and the Police Deputy Chief.
7. Written suitability for promotion evaluation by the candidates' current supervisor.

10.2 The City agrees that the probationary period shall be six (6) months duration of active duty. Where a probationary bargaining unit member is incapacitated because of illness or injury the probationary period shall be extended to reflect that time off active duty.

ARTICLE 11

SENIORITY AND REDUCTION IN FORCE

11.1 Seniority is understood to mean the time elapsed since a bargaining unit members most recent date of employment or re-employment. Seniority shall be determined by the following in descending order:

1. Rank
2. Amount of time in rank
3. Amount of time employed with the City of Holly Hill
4. In case of a tie, by alphabetical order using the initial of the last name

Seniority will continue to accrue during all types of leave, except for leave of absence without pay for one month or more, which shall cause the seniority date to be adjusted forward for an equivalent amount of time. Leaves of absence without pay for a period of less than 31 calendar days shall not cause a seniority date to be adjusted.

11.2 Bargaining unit members shall lose their seniority as a result of the following:

1. Retirement
2. Termination of employment
3. Absence without authorized leave for three (3) consecutive working days.

11.3 In the event of a necessary reduction in force, the City Manager or City Manager's designee shall prepare and maintain a retention register based upon seniority. When a position in a higher grade is abolished and becomes necessary to reduce the force, the bargaining unit member lowest on the retention list is to be demoted to the next lower grade and the lowest on the retention list for the lower grade demoted to the next lower grade until the lowest grade is reached and then the lowest on the retention register is to be laid off with recall privilege.

When ties exist on the retention register, seniority is used to establish the retention roster, and work performance, based on an assessment of bargaining unit member performance evaluations shall be

used to determine the order of separation.

11.4 Names of bargaining unit members laid off by the City will be maintained on a recall register for a period of (18) month. During this period, should an appropriate job become available, the former bargaining unit member will be notified.

Should a laid off bargaining unit member refuse one (1) job opportunity offered by the City, his/her name shall be removed from the recall register.

11.5 Recall will be offered to laid off bargaining unit members provided they are physically and psychologically qualified to perform the duties of the job. A laid off bargaining unit member who is offered recall and is temporarily unable to accept due to medical reasons, loses his right to recall at that time but shall remain eligible for recall rights until the expiration of his or her recall right period. When bargaining unit members are recalled from layoff, the recall will be based on the following criteria; past work performance, attendance and seniority. In the event there is one bargaining unit member on the Recall Register, that bargaining unit member would be offered recall.

11.6 Vacations for each calendar year shall be scheduled for bargaining unit members on the basis of seniority preference; provided, however, that the Department shall retain the right to disregard seniority preference in the event it becomes necessary to do so in order to provide adequate coverage in certain specialized areas during any vacation period. The senior bargaining unit member is not entitled to "bump" a less senior bargaining unit member if a vacation request has been received and approved by the Police Chief in advance of a request submitted by the senior bargaining unit member. Nothing contained herein shall be interpreted as restricting the Department's rights to cancel all vacations during any given period in the event of disaster or emergency.

11.7 In filling a non-promotional vacancy in any division or unit within the Department, seniority will be considered along with skills, abilities, and the requirements of the job.

ARTICLE 12

PROBATIONARY PERIOD

12.1 All new members in the bargaining unit who are hired, regardless of their classification, shall be considered on probation for a period of 12 months, during which time they shall not be entitled to any seniority or tenure rights.

12.2 Any approved leave of absence in excess of ten days shall cause the bargaining unit member's probationary period to be extended by the amount equal to the leave taken. All bargaining unit members on probationary status shall not have recourse to the grievance procedure in any matter of discipline, termination or layoff. The City may, at its sole discretion, terminate any bargaining unit member during the probationary period.

12.3 All promoted bargaining unit members, regardless of their classification, shall be considered on probation for a period of (6) six months.

ARTICLE 13

13.1 Nothing shall prevent the PBA representative from meeting with the Chief, or Deputy Chief to discuss issues of a topical nature at any time.

ARTICLE 14

VOTING

14.1 During a primary, general or special election an employee who is registered to vote, whose hours of work do not allow sufficient time for voting shall be allowed up to two (2) hours off with pay for this purpose. When the polls are open two (2) hours before or two (2) hours after the regular scheduled work period, it shall be considered sufficient time for voting. When the polls are open for early voting prior to the normal election day, it shall also be considered sufficient time for voting.

ARTICLE 15

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

15.1 In the event the Chief of Police determines that there is a need to temporarily fill a regularly budgeted vacant position with a bargaining unit member from a lower classification, he shall immediately advise the City Manager of such intention. Vacant shall mean a position that has opened for any reason. If a current eligibility list exists the Chief of Police shall temporarily fill the vacant position from said list. In the event there exist no current eligibility list relative to the budgeted position the Chief of Police may select any bargaining unit member from a lower classification to temporarily fill such budgeted position.

15.2 A bargaining unit members who is temporarily assigned to a position of higher rank shall be entitled to a 5% increase in pay after five (5) consecutive days, retroactive to the first day. If the bargaining unit member selected for a temporary assignment is not selected to permanently fill that position, bargaining unit member will be returned to previous classification and pay rate. Temporary assignment pay is paid for all hours actually worked and excludes holidays, vacation, compensatory time used, etc.

ARTICLE 16

DISCIPLINARY ACTION

16.1 In the event a bargaining unit members is discharged, suspended, or demoted, the City agrees that he shall be provided with written notification of the discharge, suspension or demotion. The notification shall include specific charges or violations of rules and shall describe the specific reasons which caused the action to be taken.

16.2 Upon request, any bargaining unit member may obtain a copy of any statement which he personally has given to the City or the Department in connection with any investigation based upon which disciplinary action can or will be taken against the bargaining unit member. At the time of such request, the bargaining unit member shall be required to pay all costs relating to the copy of his statement.

16.3 In the event a bargaining unit member becomes the subject of the formal Departmental or City investigation arising from a citizen complaint or allegation, the Department or the City, whichever is appropriate, shall notify the bargaining unit member of the disposition of the complaint upon the conclusion of the formal investigation.

16.4 A bargaining unit member may be granted the right to confront and question the person who has registered the complaint.

16.5 Bargaining unit members will only be disciplined or discharged for just cause.

16.6

No discipline, except demotion and termination, shall become effective until such time a bargaining unit member's appeals process is completed through Step 3 of the grievance process or such time for a grievance has expired.

ARTICLE 17

GRIEVANCE AND ARBITRATION PROCEDURE

17.1 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, interpretation or violation of this Agreement. City personnel policies or rules which impact items not specifically addressed in this agreement and which affect the terms and conditions of employment of bargaining unit members shall not be changed without the written approval of the Union. A grievance shall be defined as any alleged violation of the specific terms of this Agreement.

17.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible. Any grievance not answered by the City 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, the grievance shall be considered conclusively abandoned.

17.3 Grievances shall be presented in the following manner, however, should either party be away from duty on compensated leave or official business, that time shall be excluded from the ten (10) Calendar day time frame:

Step 1. The bargaining unit member shall take up his grievance with his immediate supervisor or shift commander within ten (10) calendar days of the bargaining unit member's /union's knowledge of the occurrence(s) which gave rise to the grievance. The first step (between the bargaining unit member and his immediate supervisor) shall be on an informal and oral basis, in the form of a meeting, and shall not involve the Association or any other representative of the bargaining unit member unless requested by the bargaining unit member. Discussions will be informal for the purpose of settling the alleged difference in the simplest and most direct manner. The supervisor shall reach a decision and communicate it orally or in writing to the grievant within ten days of the date the grievance was presented to the supervisor.

Step 2. Any grievance which cannot be satisfactorily settled with the immediate supervisor shall be reduced to writing by the bargaining unit member in a written memorandum, and shall next be taken up with the Chief of Police. A written grievance presented by the Association or bargaining unit member shall include the following:

1. A complete statement of the grievance and facts upon which it is based.
2. The section or sections of this agreement claimed to have been violated; and
3. The remedy or correction requested.

Such grievance shall be presented to the Chief of Police in writing, within ten (10) calendar days of the date of completion of Step 1. The Chief of Police shall, within ten (10) calendar days after presentation of the written grievance meet with the grievant and render his decision on the grievance in writing, unless a longer period of time is mutually agreed upon.

The bargaining unit member may have present, at his/her option, a representative of the Association during any discussion of the grievance.

Step 3. If the grievance is not settled at the second step, the aggrieved bargaining unit member shall forward the written grievance to the City Manager within ten (10) calendar days after the decision of the Chief of Police. The City Manager shall conduct a meeting, within ten (10) calendar days after receipt of the grievance. The City Manager shall make a decision in writing within ten (10) calendar days of the meeting, unless a longer period of time is mutually agreed upon.

17.4 In the event a grievance processed through the grievance procedure has not been resolved at Step 3 above, the Association or the bargaining unit member may, within ten (10) calendar days after the City Manager renders a written decision on the grievance, request arbitration in writing to the FMCS (Federal Mediation & Conciliation Services) with a copy of the request delivered to the City Manager. The sole function of the FMCS is to assist in the selection of the arbitrator. The FMCS will furnish a panel of seven (7) names from which each party shall have the option within ten (10) calendar days of striking three (3) names in an alternating fashion, thus leaving the seventh which shall

be the neutral or impartial arbitrator.

17.5 The Association or bargaining unit member shall use the written grievance as presented in Step 2 as the official statement of the grievance to be arbitrated, the arbitrator, thereafter, shall confine his decision to the statement of grievance thus specified. The arbitrator shall fashion an appropriate remedy for violations of the provisions contained in this Agreement.

17.6 The arbitration hearing shall be conducted in accordance with the Rules or Procedure promulgated by the FMCS (Federal Mediation & Conciliation Services) subject to the following:

a. The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto.

b. 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.

c. The arbitrator may not issue declaratory or advisory opinions and shall confine himself or herself exclusively to the questions which was presented to the FMCS in which the questions must be actual and existing.

d. Copies of the award of the arbitrator made in accordance with the jurisdictional authority under this agreement shall be furnished to both parties within thirty (30) days of the hearing.

e. The arbitrator's decision shall be final and binding; provided, however, that either party shall be entitled to seek review of the arbitrator's decision in the Circuit Court. All costs associated with said appeal will be borne by the party seeking review by the Court. However, if the Court reverses the finding of the arbitrator, the party appealing the original decision will not be responsible for the costs of the other party.

17.7 Each party shall bear the expenses of its own witnesses and of its own representatives for purposes of the arbitration hearing. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost. The City and the Union will

share equally the cost of the arbitrator.

17.8 Where a grievance is general in nature in that it applies to a number of bargaining unit members rather than a single bargaining unit member, 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 Chief of Police, Step 2, within ten (10) calendar days of the occurrence of the event(s).

17.9 Consistent with the provisions of the Florida Public Employee 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. Accordingly, and notwithstanding any other provision of this Agreement, the arbitrator shall have no authority, power or jurisdiction to construe any provision of the law, statute, ordinance, resolution, rule, 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 as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

17.10 In settlement of any grievance resulting in retroactive adjustments, such adjustments shall be limited to the date no earlier than ten (10) days prior to the filing of the grievance in Step 1.

ARTICLE 18

TRAINING

18.1 In the event that a bargaining unit member requests to be sent to a given training program or the Department asks for a volunteer or volunteers to attend a given training program, compensation relative to the attendance at such training programs that are required or mandatory will be attended on compensated City time. Coursework or classes taken for purposes of professional growth will follow the City's program for Tuition Reimbursement and will be attended on off-duty hours. Any request for training by a bargaining unit member will be acknowledged by the Chief of Police, or his designee, within ten (10) business days of said request.

18.2 When an bargaining unit member is required to attend training sessions outside his normal working hours, he shall receive a minimum of three (3) hours pay at the rate of time and one-half (1 ½) times the bargaining unit member's basic hourly rate.

18.3 In the event the bargaining unit member does not qualify on the approved firearms course, he/she will be reassigned for a maximum of one week by the Chief of Police. If the bargaining unit member again fails to qualify (the second time) the bargaining unit members will be immediately suspended without pay until he becomes qualified at his/her own expense.

18.4 Transportation to the pistol range or transportation to any other required and scheduled training shall be provided by the Police Department. In the event such transportation is not available, the bargaining unit member shall be entitled to applicable travel time and mileage allowance.

18.5 Full time, State certified officers attending college and promotional courses shall be compensated in accordance with the City of Holly Hill Personnel Rules and Regulations, dated,.

18.6 Training and Travel expenses will follow Section 8. Training and Development found in the City of Holly Hill Rules and Regulations manual.

ARTICLE 19

LEAVE OF ABSENCE

19.1 The City Manager may grant any employee a leave of absence with or without pay for a period not to exceed twelve (12) months. Failure of any bargaining unit member to return to duty upon expiration of his leave of absence shall constitute the resignation of that bargaining unit member. Holidays, sick leave, annual leave and any other benefits based on time spent in the employ of the City shall not accrue or be credited during a leave of absence without pay. The bargaining unit member may maintain his health insurance coverage by paying the total cost (bargaining unit member and employer) of his group insurance premium. Longevity increases, merit increases and any other increases for which a bargaining unit member may become eligible, based in whole or in part on length of service with the City, shall not be credited during any period of leave of absence without pay exceeding thirty (30) calendar days. A bargaining unit member shall return from leave of absence to the same step or rate of his salary range as at the time of commencement of leave of absence.

19.2 Any bargaining unit member covered hereunder may be given educational leave for the purpose of taking courses or attending conferences or seminars directly related to the bargaining unit member's work as determined by the Chief of Police and City Manager. Requests for such educational leave must be approved in advance by the Police Chief. The decision to grant or not to grant such educational leave and the determination as to whether such leave will be compensated shall be the sole and exclusive function of the Police Chief and City Manager.

19.3 A bargaining unit member granted educational leave with pay shall be entitled to receive all City benefits in the same manner as if he were on active duty during the period of the leave. Entitlement to benefits for bargaining unit members on partially compensated or uncompensated educational leave shall be determined by the City Manager.

19.4 Any bargaining unit member who is a member of the National Guard or an organized military reserve unit of the United States will be allowed a leave of absence with pay in accordance with

applicable State and Federal laws when called to active duty or for training with the Armed Forces. During such period of leave with pay, the bargaining unit member's benefits shall continue in the same manner as if he were on active duty with the City. During active duty, the City will pay the premium for the group health insurance for the dependents of the bargaining unit member currently on the City's group health plan.

ARTICLE 20

AUTHORIZED USE OF PRIVATE AUTOMOBILE

20.1 Any bargaining unit member authorized by the Chief of Police to use his private automobile in the performance of his official City duties will be compensated at the current federal rate.

ARTICLE 21

BEREAVEMENT LEAVE

21.1 The City agrees that when a death occurs in the immediate family of a bargaining unit member, that bargaining unit member shall receive four (4) days off without loss of pay or benefits. If the funeral occurs outside of the state of Florida, the Chief of Police shall have discretion to grant additional days off, to be charged from personal leave, extended sick leave or compensatory time which will be counted as scheduled time off. These additional days will not be charged against sick leave incentive eligibility. Bereavement leave must be used within a 3-month time period from date of death.

21.2 The City agrees that the immediate family as cited above shall be defined as Father, Mother, Spouse, Children, Father-in-Law, Mother-in-Law, Brother, Sister, Grandparents, Grandchildren, Brother-in-Law, Sister-in-Law, Step-parents, Step-children or members of the family domiciled in the household to include foster relatives, or any relative who has been declared to be under a court appointed guardianship of the bargaining unit member or the bargaining unit member's spouse.

21.3 Should a Bargaining Unit Member's immediate family suffer from a terminal illness or be placed in hospice care, with a life expedience not to exceed 30 days, a Bargaining Unit Member may utilize bereavement leave in advance in order to provide support, relief and comfort through the end-of-life process. In the event the Bargaining Unit Member uses bereavement leave for this purpose, any additional leave needed for a funeral or memorial service will require the use of other accrued leave (vacation, sick leave, etc.).

21.4 Leave needed to settle an estate, close out a home or otherwise manage the affairs of a deceased member of a Bargaining Unit Member's immediate family requires that the Bargaining Unit Member use accrued leave (vacation, personal leave, etc.).

ARTICLE 22

MAINTENANCE OF BENEFITS

22.1 This Agreement shall not deprive any bargaining unit member of any benefits or protections granted by federal legislation, the laws of the State of Florida, ordinances of Holly Hill or the City of Holly Hill Personnel Rules and Regulations, unless abridged by this contract.

22.2 The City agrees that the City of Holly Hill Personnel Rules and Regulations, dated, which includes approved job benefits, shall continue in full force for PBA bargaining unit member s unless specifically provided for as abridged by this Agreement.

ARTICLE 23

UNIFORM, CLOTHING AND EQUIPMENT

23.1 The City will furnish uniforms to all bargaining unit members who are required to wear said uniform, to include the following as needed:

Hats (Honor Guard, only)	1	
Shirts (long sleeve, Class "A")	1	
Shirts (short sleeve 1 Class "B" and 3 Class "C")		4
Pants (1 Class "A,B" and 3 Class "C")		4
Vest with 1 carrier	1	
Uniform Badge	1	
Wallet Badge	1	
Collar Pins	1 set	
Whistle with chain	1	
Rain gear	1	
Winter Coat	1	
Summer Shorts (Bike Patrol Only)	2	
Summer Polo Shirts (Bike Patrol Only)	2	
Glock Model 22 (.40 cal) w/ three mag.	1	
Security Holster for Glock Model 22	1	
Nylon Duty belt and trouser belt	1 set	
Double magazine holder (nylon)	1	
Radio and nylon holder	1	
Chemical weapon (OC) and nylon holder	1	
ASP baton (21") and nylon holder	1	
Handcuffs and nylon case	1	

Digital Camera	1
Fingerprint kit	1
Access card (City Yards)	1
Access card (Halifax Health ER)	1
Thumbdrive (4GB)	1

23.3 A bargaining unit member who shall receive any breakage or damage to his uniform or approved personal equipment in the line of duty shall have it replaced or repaired at no cost to the bargaining unit member. However, any damage or breakage resulting from the misuse or neglect of personal property will not be paid for by the City. For purposes of this section, "approved" personal equipment shall be those items which have been specifically listed and submitted to the Chief of Police and approved by the Chief of Police as being appropriate for use in the line of duty. A copy of the current list is attached and incorporated by reference.

23.4 Sworn officers who are required to wear non-issued clothing in the course of their employment shall receive an annual clothing allotment paid quarterly in advance as follows:

October 1, 2015 through September 30, 2018: \$1,000.00 annually (\$250.00 per quarter paid in advance)

23.5 A bargaining unit member may carry a back-up weapon or second pistol, of a type approved by Department Policy while on duty provided the bargaining unit member has qualified with the weapon and has obtained prior approval of the Chief of Police.

ARTICLE 24
WAGES

24.1 Effective the first full pay period following October 1, 2015 Bargaining Unit Members shall receive a 2.5% increase to their hourly salary for the fiscal years 2015/16, 2016/17, 2017/18. Employees at the maximum of their pay range shall be given a one-time lump sum wage increase effective the first full pay period in each of the same years.

24.2 Employees who are promoted from Patrol Officer to Sergeant will receive a salary increase to the minimum of the Sergeant's pay grade or a maximum of Ten (10) % whichever is greater. In the event the department institutes the Master Officer program in the future, any officers who are promoted to the Master Officer position, which would include two separate increase of 2.5% each, and are later promoted to Sergeant, would then receive an increase to the minimum of the Sergeant's pay grade or a maximum of Five (5) % whichever is greater.

24.3 Bargaining unit members assigned to non-patrol positions (C.I.D., C.R.A. and Motor Patrol) will receive a 5% assignment pay which will be added to their current base rate of pay. However, the 5% assignment pay will be removed when transferring out of these assignments.

24.4 Bargaining unit members assigned as Field Training Officer shall receive one hour of pay at the overtime rate or equivalent compensatory time for each day they are performing the specialized duties.

24.5 All wage provisions apply to the fiscal year beginning October 1, 2015 through the fiscal year ending September 30, 2018 and do not apply to any future years.

CITY OF HOLLY HILL
 2012/2013 CLASSIFICATION PLAN
 EFFECTIVE OCTOBER 1, 2012
 POLICE PERSONNEL

PAY GRADE	POSITION TITLE	SALARY RANGE	
		MIN	MAX
P2	Police Officer Police Investigator	\$32,463	\$51,897
P4	Police Sergeant	\$40,313	\$64,447
P5	Lieutenant	\$44,344	\$70,891

ARTICLE 25

PERSONAL LEAVE

25.1 Personal Leave may be used by a bargaining unit member for the following reasons:

1. For rest and relaxation, scheduled personal leave is available for use only after completing six (6) months of service. The use of scheduled personal leave, safety day and compensatory time must be scheduled ahead of time. Bargaining unit bargaining unit member s must provide a 3-day advance notice to request the use of scheduled personal leave, the use of the safety day and compensatory time of two (2) days or less and provide a minimum of a 5-day notice for requests of scheduled personal leave or compensatory leave time of three (3) days or more. The Department will make every effort to grant the request, however, there is no guarantee this will occur

2. For medical appointments and/or short term illnesses; for purpose of attending to a sick or injured family member; for child care purposes; for court appearances of a personal nature; for funerals of those friends or relatives not in the immediate family; for nationally recognized religious holidays not covered under the holiday benefit; and for any other reasons as may be approved by your supervisor. A scheduled day off requires three (3) calendar days written notice and approval is at the discretion of the Police Chief/Designee.

3. For unscheduled emergencies with supervisor approval; an unscheduled leave may be requested with short notice to attend to critical situations which could not have been anticipated. The bargaining unit member must provide a reason for this request.

The rate of accrual will be as follows:

Years of Service	Total # hrs/yr accrued
1-4	120 hours
5 -9	144 hours
10 – 14	160 hours
15 – 19	184 hours
20 -24	224 hours
25 – 29	240 hours
30 +	256 hours

Bargaining unit members covered by this agreement will accrue personal leave hours on a bi-weekly, prepay period basis. Upon separation or termination, payment will be made at straight time for any unused accrued time up to the maximum of 750 hours.

All bargaining unit members shall take vacation leave as earned yearly, however, an bargaining unit member may carry over one-half (1/2) of earned annual leave to a succeeding year. No more than one-half (1/2) of earned annual leave may be carried over to a succeeding year without written approval from both the bargaining unit members department head and City Manager. Personal leave may be accumulated to a maximum of 750 hours.

25.2 Extended Leave. In addition to Personal Leave, a bargaining unit member will accrue Extended Illness Leave. This leave is to be used for bargaining unit member's illnesses or injuries involving hospitalization or absences of three or more days. If absences exceed four or more consecutive days, a doctor's note will be required upon return to work. There is no limit to the number of hours which may be accrued in this account. A bargaining unit members will accrue this leave at a rate of four (4) hours per month, six (6) days per year, regardless of length of service.

Upon termination, bargaining unit members will be paid for any unused accrued extended illness leave at the bargaining unit member's current rate of pay according to the following schedule:

<u>Completed Years of Service</u>	<u>Percentage of Payment</u>
1-10	50%
11	55
12	60
13	65
14	70
15	75
16	80
17	85
18	90
19	95
20+	100

Note: Payment will be based on a maximum of 825 hours only.

Bargaining unit members who receive retirement benefits from their pension fund under a normal or

disability retirement, shall be entitled to payment of 100% of extended leave regardless of years of service.

For sickness and unforeseen emergencies, as much notice as possible shall be given. The bargaining unit member must provide a reason for this unscheduled request. Other than unforeseen emergencies, all requests for any leave must be made in writing including compensatory time.

25.3 Bargaining unit members shall have the option of selling back up to (40) hours of Personal Leave in the first pay period of December at the rate of pay as of the date of sell-back. Effective October 1, 2016 bargaining unit members must maintain a minimum balance of three (3) weeks Personal Leave in order to sell back any Personal Leave under this section.

25.4 Safety Day Leave. All eligible bargaining unit members employees shall receive one (1) additional day of annual leave (to be termed a Safety Day), provided the bargaining unit member employee has experienced no work related injury in the previous calendar year as a result of any job related accident.

The Safety Day must be taken within the calendar year after it is earned and cannot be carried over. Use of this day requires pre-approval by bargaining unit members employee's Supervisor or Police Chief.

ARTICLE 26

HOLIDAYS

26.1 The following shall be observed as paid holidays for all but temporary employees:

- 1 New Year's Day
- 2 Martin Luther King Day
- 3 Good Friday
- 4 Memorial Day
- 5 Independence Day
- 6 Labor Day
- 7 Veterans Day
- 8 Thanksgiving Day
- 9 Day after Thanksgiving
- 10 Christmas Day
- 11 One floating holiday designated by City Commission

26.2 When a holiday falls on a bargaining unit member's regular off-duty day, the bargaining unit member shall receive holiday pay at bargaining unit member's normal base rate. Holiday pay is defined as an additional eight (8) hours of pay at the bargaining unit member's regular rate, even though the bargaining unit member may work 12-hour shifts.

26.3 When a bargaining unit member is required to work on a holiday listed above, the bargaining unit member shall be compensated at straight time for all-hours worked. In addition thereto, the bargaining unit member shall receive time and one-half (1 ½) the bargaining unit member's regular rate of pay for all hours worked.

26.4 If a bargaining unit member uses personal leave, compensatory time used, etc., on a holiday, the bargaining unit member will be paid eight (8) hours holiday pay with the remaining scheduled shift hours paid as personal leave, compensatory time used, etc.

ARTICLE 27

INTERNAL INVESTIGATIONS AND OBLIGATIONS TO THE PUBLIC

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

27.2 In order to maintain the security of the City and protect the interests 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 bargaining unit member covered by this Agreement that could lead to discipline shall be conducted under the following conditions:

1. The interrogation shall be conducted at a reasonable hour, preferably at a time when the bargaining unit member is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
2. The bargaining unit member under investigation shall be informed of the nature of the investigation prior to any interrogation.
3. The bargaining unit member under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the bargaining unit member under interrogation shall be asked by and through one (1) interrogator at any

one (1) time.

4. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such rest periods as are reasonably necessary. All interrogations must be held at the headquarters of the Holly Hill Police Department.
5. At the request of any bargaining unit member under investigation he shall have the right to be represented by counsel or any other representative of his choice (at his own expense) who shall be present at all times during such interrogation whenever the interrogation could lead to discipline. The formal interrogation of a bargaining unit member, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements.
7. If the bargaining unit member under interrogation is under arrest or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.
8. No bargaining unit member shall be ordered to submit to any device designated to measure the truth of his responses during questioning.
9. During interrogations the bargaining unit member shall not be subjected to offensive language or threats of transfer, dismissal, or other disciplinary action. The interrogator does not have the right to make a promise of reward as an inducement to answering questions.
10. During interrogations covered hereunder, questions shall be limited to the circumstances surrounding the allegations which are the subject of the investigation.
11. In the interest of internal security and fairness to the bargaining unit member under investigation, the City, insofar as is legally permissible, agrees to make no conclusionary statements concerning the validity of the allegations under

investigation until such time as the investigation has been completed. In the event the bargaining unit member under investigation, or any organization or person representing said bargaining unit member makes public statements concerning the allegations under investigation, the City shall have the right to respond in any manner it deems appropriate.

12. An bargaining unit member under investigation may obtain a copy of any written statement he has executed at no cost to the bargaining unit member .

13. In all cases wherein an bargaining unit member is to be interrogated concerning an alleged violation of the Department's Rules and Regulations which, if proven, may result in his dismissal or in some other disciplinary measure, he shall be afforded a reasonable opportunity and facilities to contact or consult privately with an attorney of his own choosing and a representative of the Association before being interrogated. The attorney and the Association representative may be present during the interrogation. The costs involved shall be assumed by the bargaining unit member . Where the attorney is not immediately available and conditions permit, the interrogation will be postponed for twenty-four (24) hours.

14. When any bargaining unit member has been charged with any violation of Departmental Rules and Regulations, the City will make no public statement concerning the alleged violation.

16. The City shall not compel a bargaining unit member to speak or testify for or be questioned by any non-governmental agency.

16. In cases where the City chooses to relieve an bargaining unit member from duty pending an investigation or other administrative determination, the following conditions will prevail:

A. The bargaining unit member will remain on full salary and allowances and shall

not lose any benefits during this period of time. The Department will conduct and conclude its Professional Standards Investigation within 10 days of the offense. If this ten (10) day period must be extended to accommodate the needs of the bargaining unit member, or the bargaining unit member's counsel/representative, the bargaining unit member may be placed in an unpaid status pending the completion of the investigation. If the ten (10) day period is extended to accommodate the needs of the Department, the bargaining unit member shall remain on full salary.

B. Should disciplinary action result from the investigation, that period of time in which the bargaining unit member was relieved from duty will be included in disciplinary action. In the event that an bargaining unit member has been paid, the bargaining unit member's accumulated leave or compensatory time shall be charged as an off offset.

18. During the internal investigations or interrogations, questions must be limited to the circumstances surrounding the officer's alleged violation of department rules.

19. The findings of internal affairs investigations shall be labeled:

- a. Sustained - Member committed infractions alleged.
- b. Non-Sustained- The investigation is unable to verify, or refute the allegation.
- c. Unfounded – The investigation has proven that the events as alleged did not occur.
- d. Exonerated – The actions of the Department member were lawful and proper.

20. Only "Sustained" letters of complaint from citizens will be inserted in an officer's personnel record.

21. The charge "conduct unbecoming an officer" and all similarly vague charges will not be employed by the City.

22. The City shall not discharge or discipline any bargaining unit member without just cause and due process. If, in any case, the City feels there is just cause for suspension

or discharge, the bargaining unit member and the Association will be notified in writing that the bargaining unit member has been suspended and may be subject to discharge, that formal written charges have been filed with the Chief of Police. A copy of the foregoing shall be served upon the bargaining unit member charged by a police officer holding the rank of supervisor or higher.

23. The City agrees that no adverse action will be taken against any bargaining unit member who exercises the rights provided for in this Article.

24. The City agrees not to disclose bargaining unit member's personal family information except as compelled by law.

25. Internal investigations will not be conducted on a Police Officer when the investigation concerns a violation which is more than twelve (12) months old on departmental matters other than issues involving moral turpitude as defined by the PST unless the investigation is of a criminal nature. No criminal investigation will be conducted on a Police Officer when the offense exceeds the statutes of limitations.

ARTICLE 28

HEALTH INSURANCE

28.1 The City agrees to provide hospital and medical coverage for the bargaining unit member as follows:

- a. The City shall pay the full premium for the individual coverage of the lowest bargaining unit member only rate of the health insurance offered.
- b. The City shall make no contribution to dependent coverage.

28.2 The City will pay \$5,000.00 toward the funeral and burial expense of any bargaining unit member of the City of Holly Hill who is killed in the line of duty. Such benefit shall be in addition to any other benefits which bargaining unit member's beneficiaries or dependent(s) are entitled to under the provisions of the Workers Compensation Act of the State of Florida or any other city, state or federal statute.

28.3 The City agrees to maintain a term life insurance policy for each bargaining unit member covered by this Agreement equal to the bargaining unit member's base salary, to a maximum of \$50,000. Each policy shall also provide for a double payment of benefit should death be the result of accidental injuries. Each policy shall also pay benefits for accidental dismemberment and loss of sight.

ARTICLE 29

PHYSICAL EXAMINATION AND WORKERS COMPENSATION BENEFITS

29.1 A permanent bargaining unit member covered hereunder who is injured in the line of duty shall receive all rights and privileges as outlined in the Florida Statutes, Section 440.

29.2 At the request of the Chief of Police, the City Manager may direct any bargaining unit member covered hereunder to submit to a physical and/or mental examination conducted by a physician.

The sole purpose of such examination shall be to determine whether the bargaining unit member has a physical or mental disability which impairs his effectiveness as a police officer, limits his ability to perform his assigned duties, or make his continuation in his job a danger to himself, the public or other department bargaining unit members. In the event the City Manager, in consultation with the Chief of Police and the designated physician, determines that a non-job related disability does exist, the following action shall be taken.

1. If the designated physician determines that the disability can be corrected, the bargaining unit member shall be allowed a specified time to have it corrected. During this period of time, and after consulting with the Chief of Police, the City Manager, in his discretion, may permit the bargaining unit member to continue with his normal duties, reassign the bargaining unit member to other duties with the City or temporarily remove the bargaining unit member from City service. Should the bargaining unit member be temporarily removed from City service during the period of time specified for the correction of his disability, the bargaining unit member may utilize his annual leave, sick leave or leave without pay for the correctional period. However, if the bargaining unit member fails to take the necessary steps to have the disability corrected within the specified period of time he shall be subjected to dismissal from City service.

2. If, in the opinion of the designated physician, the disability cannot be corrected, the City

Manager in consultation with the Chief of Police, shall attempt to place the bargaining unit member in another City position which, in the City Manager's discretion, the bargaining unit member can perform satisfactorily. Nothing herein shall require the City Manager to create a position for the bargaining unit member or place the bargaining unit member in a position which, in the City Manager's discretion, need not be filled. If the City Manager determines that the bargaining unit member cannot successfully be placed in another position or if the City Manager in consultation with the Department Head involved, determines that the bargaining unit member once placed in another position, is unable to perform satisfactorily in that position, the City shall separate the bargaining unit member from the City's service either through retirement, if available under the City retirement system, or through dismissal.

29.3 Nothing contained in this Article shall apply to disabilities which occurred prior to the effective date of this agreement.

ARTICLE 30

LEGAL BENEFITS

30.1 When the City may legally do so, the City shall furnish to bargaining unit bargaining unit member s benefit of legal defense in accordance with Florida State Statute 768.28 (5) and (9) or as amended. No bargaining unit member or agent of the City shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his employment or function, unless such bargaining unit member or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, public safety or property.

ARTICLE 31

PENSION

31.1 The pension plan includes a five (5) year "Drop Plan" as outlined in the amendment to ordinance Chapter 42 section 42.31 (c) Pension Benefits adding a Deferred Retirement Option Program. A copy of the proposed ordinance change is attached for reference. The addition of this DROP was determined to be "cost neutral" by the fund's actuary and will have no negative or positive impact on the fund. Bargaining unit member's electing to enter the DROP must make application and abide by the provisions of the DROP with the understanding that participation is irrevocable.

31.2 The City shall eliminate the contributions the City makes to the fund on the behalf of each bargaining unit member. For purposes of calculating the final average compensation for each bargaining unit member who was enrolled in the pension plan as of September 30, 1999, final average compensation shall be calculated at the rate of one hundred ten and six-tenths percent (110.6%) of Pension able Income. All others will be compensated at 100% of final average compensation.

31.3 The City and the Association agree to modify the present pension plan as of October 1, 2005, to include the following provisions:

a. Each bargaining unit member who is not in the DROP shall, beginning October 1, 2005, contribute five (5%) percent of each installment of salary to the pension plan. This contribution shall be considered an bargaining unit member contribution in accordance with Ordinance #2373, Code Section 42-31(d)-of the Code of Ordinances of Holly Hill, Florida.

b. The plan will include an annual two percent (2%) cost of living increase for all bargaining unit member retiring on or after September 30, 2006, beginning on the first year anniversary of their retirement date. Any bargaining unit member retiring after ratification of this contract, the (2%) cost of living increase will commence on the fifth (5th) anniversary year of their retirement date.

c. Each bargaining unit member who is not in the DROP and was hired on or after July 1, 2011 shall, beginning July 1, 2011, contribute seven (7%) percent of each installment of salary to the

pension plan. This contribution shall be considered a bargaining unit member contribution in accordance with Ordinance #2373, Code Section 42-31(d) of the Code of Ordinances of Holly Hill, Florida.

31.4 The medical stipend benefit supplement will be increased to \$150.00 per month, payable to all future retirees and disability recipients for the life of the member's pension benefits, regardless of service.

31.5 The benefit rate multiplier of the plan shall increase from two and one-half percent (2.5%) to three percent (3.0%) for all bargaining unit members who retired on or after October 1, 1999.

31.6 When a bargaining unit member of the fund terminates employment prior to retirement, they may choose to withdraw the money they contributed to the fund. All bargaining unit members will receive 100% of the contribution they made as a police officer contribution. Bargaining unit members enrolled in the fund as of September 30, 1999 will receive 100% of the contribution the City made to the fund in the name of the officer less applicable taxes.

31.7 Normal Retirement. A bargaining unit member's normal retirement date shall be the first day of month coincident with, or next following, the later of attainment of his 55th birthday, and the completion of six (6) years of credited service in the system or the completion of twenty (20) years of credited service in the system, regardless of age. A bargaining unit member's normal retirement date for officers hired on July 1, 2011 or thereafter shall be the first day of the month coincident with, or next following, the latter of attainment of his/her 55th birthday, and the completion of ten (10) years of credited service in the system or the completion of twenty (20) years of credited service in the system, regardless of age.

31.8 Credit for Military Service. A bargaining unit member may buy back up to four (4) years of creditable service in the system subject to the following conditions:

- a. The bargaining unit member must have 10 years vested in the Holly Hill Pension System.
- b. The bargaining unit member makes both the required bargaining unit member contribution and the

employer contribution.

- c. Military service is defined as active duty in the Armed Forces of the United States and bargaining unit member has received an honorable discharge DD-214.
- d. Military service used in any other retirement system, including a pension system under chapter 67 of Title 10 of the United States Code is not eligible buy-back unto the system

31.9 Credit for Previous Law Enforcement Experience. A bargaining unit member may buy back creditable service time for periods of public law enforcement employment with the State of Florida or another state subject to the following:

- a. Previous law enforcement experience must have been as a sworn law enforcement officer and performed in the employ of a state political subdivision, thereof, or with the Federal Government.
- b. Service was provided prior to a period of membership in this pension system.
- c. Not more than four (4) years of creditable service may be purchased.
- d. The bargaining unit member makes both the required bargaining unit member contribution and the employer contribution.
- e. The bargaining unit member must have 6 years vested in the Holly Hill Pension System. For bargaining unit member hired July 1, 2011 or thereafter, the member must have ten (10) years vested in the Holly Hill Pension System.
- f. Previous law enforcement experience used in any other retirement system or where the bargaining unit member received a retirement benefit during that time of employment is not eligible.

31.10 Credit for both military and previous employment shall not exceed a total of four (4) years combined.

ARTICLE 32

PROMOTION OF SAFETY

32.1 The City and the P.B.A. (Union) will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions.

32.2 To maintain safety for street officers the Department shall endeavor to maintain a minimum shift manning level of which there shall be at least three (3) uniformed officers, one (1) of which must be a full-time uniformed officer, and one (1) full-time uniformed Supervisor. If the shift level goes below the three (3) officers, the officer in charge shall take immediate steps to obtain minimum levels. Travel to the County Jail or Hospital does not constitute the shift being below staffing levels.

The City shall budget an equivalent dollar amount to staff part time officers during identified and agreed upon peak demand hours for services at a level of 4,380 hours each fiscal year of this agreement through the October 2017/18 budget year.

32.3 Overtime assignments will primarily reflect the needs of the department, and to the extent practicable, the preference of affected officers as periodically communicated in writing to the Chief of Police.

32.4 A rotation list comprised of full-time and part-time certified officers will be maintained. In the event it is necessary to designate overtime shift or hours or to fill special detail duties assignments, seniority of the officers on the rotation list will be the criteria used. The first officer contacted will be placed on alert to work in case no one on the rotation list is reached. The Police Chief/designee after exhausting the entire rotation list and failing to reach anyone has the right to order any bargaining unit member to work that shift. If the City is unable to get a Police Officer to return to work, a sergeant may be called to perform the duties of a patrol officer.

32.5 If bargaining unit members of equal rank wish to trade schedules such request may be granted at the discretion of the Chief of Police or his designee.

~~X. DISCIPLINARY ACTION~~

~~A. A positive drug or alcohol test result (without evidence of use, sale, possession, distribution, dispensation, or purchase of drugs or alcohol on City property or while on duty), will result in a Professional Standards Investigation that may result in disciplinary action up to and including termination.~~

~~B. The City may suspend bargaining unit members with or without pay under this policy pending the results of a drug test or investigation.~~

~~C. Any bargaining unit member using, selling, purchasing, possessing, distributing, or dispensing illegal drugs or alcohol on duty or on City property, will result in a Professional Standards Investigation that may result in disciplinary action up to and including termination.~~

~~XI. EMPLOYEE ASSISTANCE PROGRAM (EAP)~~

~~A. The City regards its bargaining unit member s as its most important asset. Bargaining unit members who suffer from alcohol or drug abuse and other personal or emotional problems should seek confidential assistance from a professional, qualified counselor or other community resources before drug or alcohol problems lead to disciplinary action.~~

~~B. Information about a self-referred bargaining unit member's contact with the Bargaining unit member Assistance counselor is confidential and will not be disseminated without the bargaining unit member's permission. Further, a bargaining unit member is not subject to discipline solely as a result of a self-referral for treatment.~~

~~C. However, use of an Employee Assistance counselor or other community resources will not shield the bargaining unit member from appropriate disciplinary action for violation of the City's substance abuse policy if such violation comes to the City's attention through other means such as reports from bargaining unit member s or outsiders, direct observation, testing,~~

etc.

~~XII. INVESTIGATION~~

~~A. Searches will be conducted only where the City has reason to believe that the bargaining unit member has violated the City's substance abuse policy. This will be substantiated by the completion of a Drug Abuse Investigation Report listing conditions observed.~~

~~B. To ensure that illegal drugs and alcohol do not enter or affect the workplace, the City reserves the right to search all City vehicles, containers, lockers, or other items on City property in furtherance of this policy. Individuals may be requested to display personal property for visual inspection upon City request.~~

~~C. Failure to consent to a search or display personal property for visual inspection will be grounds for discharge or denial of access to City premises.~~

~~D. Searches of an bargaining unit member's personal property will take place only in the bargaining unit member's presence. All searches under this policy will occur with the utmost discretion and consideration for the bargaining unit member involved. No search will be conducted until the Drug Abuse Investigation Report has been completed and signed by the City Manager. The bargaining unit member is entitled to have his union representative or some other witness present for the search. If the search is conducted as part of a criminal investigation, laws governing those searches take precedence over City policy.~~

~~E. Individuals may be required to empty their pockets, but under no circumstances will an bargaining unit member be required to remove articles of clothing or be physically searched.~~

~~XIII. ARREST OR CONVICTION FOR DRUG RELATED CRIME~~

~~A. If a bargaining unit member is arrested for or convicted of a drug related crime, the City will investigate all of the circumstances, and City officials may utilize the drug testing procedure if cause is established by the investigation. In most cases an arrest for a drug related crime constitutes reasonable suspicion of drug use under this policy. The~~

~~following procedures will apply:~~

~~1. During investigation, an employee may be placed on leave without pay. After the investigation is completed, the leave may be converted to a suspension or the bargaining unit member may be reinstated or terminated, depending upon the facts and circumstances. If convicted of a drug related crime, a bargaining unit member will be terminated.~~

~~2. If a bargaining unit member has been suspended and the case has been dismissed or otherwise disposed of, the City will make a determination as to whether to authorize the bargaining unit member's return to work based on its investigation. If the bargaining unit member is authorized to return to work, the bargaining unit member must agree in writing~~

~~to unannounced, periodic testing for a period of up to 2 years.~~

~~B. As a condition of employment, a bargaining unit member will notify their supervisor immediately of any arrest or criminal indictment.~~

~~1. If the City is receiving Federal funds it will notify the granting agency within ten (10) days after receiving the notice in B.~~

~~XIV. CONFIDENTIALITY~~

~~A. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the City as a part of this drug testing program are confidential communications. Unless authorized by state laws, rules or regulations, the City will not release such information without a written consent form voluntarily signed by the person tested.~~

~~XV. RECORDS AND TRAINING~~

~~A. The City will maintain a current resource file of providers of bargaining unit member assistance including alcohol and drug abuse programs, mental health providers, and various~~

~~other persons, entities or organizations designed to assist bargaining unit members with personal or behavioral problems. The City will inform bargaining unit members and new hires about various bargaining unit member assistance programs that the employer may have available.~~

~~B. The City will provide an annual education course to assist the bargaining unit members in identifying personal and emotional problems which may result in the misuse of alcohol or drugs. This course will also include a presentation on the legal, social, physical and emotional consequences of the misuse of alcohol or drugs.~~

~~XVI. CONCLUSION~~

~~The City's drug free workplace policy has been prepared so as not to conflict with public policy and, further, not to be discriminatory or abusive. A drug free workplace should be the goal of every company in America. Drug and alcohol testing is only one of the several steps that must be taken to achieve this objective. When incorporated into a comprehensive anti drug effort, testing can go a long way in combating drug and alcohol abuse in the workplace.~~

~~THIS POLICY SUPERSEDES ANY INFORMATION PROVIDED TO APPLICANTS AND/OR EMPLOYEES, EITHER WRITTEN OR ORAL. THE CITY RESERVES THE RIGHT TO CHANGE THE PROVISIONS OF THIS POLICY AND TESTING PROGRAM AT ANY TIME IN THE FUTURE SUBJECT TO THE COLLECTIVE BARGAINING PROCESS PRIOR TO IMPLEMENTATION.~~

ARTICLE 34

FAMILY MEDICAL LEAVE

34.1 PURPOSE

The City of Holly Hill complies with the requirements of the Family and Medical Leave Act of 1993 (FMLA) and will comply with future law changes as applicable. The City applies FMLA on a rolling 12-month basis. Additional information and necessary physician certification forms can be obtained through the Human Resources Department

ARTICLE 35

PHYSICAL ABILITIES TEST (PAT)

35.1 The City and the Union agree that bargaining unit members covered hereunder must maintain a high level of physical fitness in order to safely and efficiently perform their assigned duties and serve and protect the citizens.

35.2 Each bargaining unit member shall be required to complete the Physical Abilities (Fitness) Test previously established by the Division of Criminal Justice Standards and Training of the Florida Department of Law Enforcement on an annual basis. The physical abilities test measures specific physical abilities through participation in a series of job-related tasks as follows:

- a. Exiting car/enter trunk.
- b. 220 yard run.
- c. Obstacle course.
- d. Dummy drag.
- e. Obstacle course (repeat).
- f. 220 yard run (repeat).
- g. Weapon fire
- h. Enter trunk/enter car.

The test is intended to be conducted in a continuous fashion resulting in a total composite score (i.e., time to complete the course). The test will be administered on a pass/fail basis. The bargaining unit member must complete the test in 6 minutes and 30 seconds or less to pass. (Bargaining unit member scoring at or above 6 minutes and 31 seconds fail).

35.3 Each bargaining unit member shall be scheduled to take the physical abilities test on an annual basis. If feasible, all tests (except for retests) will be administered in the months of January, February, March and April.

35.4 Any bargaining unit member hired after October 1, 2009 failing the PAT must retake the test within sixty (60) days. A bargaining unit member failing the retest (second test) must pass a second retest (third test) within sixth (60) days. Failure of the second retest will result in the bargaining unit member's termination due to his/her inability to perform the essential functions of his/her job.

35.5 Results of the PAT taken by any bargaining unit member hired prior to October 1, 2009 will not adversely impact evaluations, promotions or advancement opportunities.

35.6 A bargaining unit member who has a bona fide medical condition or injury which prevents him/her from taking the physical abilities test (or a portion thereof) will be dealt with on an individual basis. In all such cases, a City-selected physician or City-selected medical facility will determine the nature and extent of the bargaining unit member's medical condition while still measuring the same physical abilities; and such other medically-related issues which facilitate proper measurement of the physical abilities necessary to successfully perform the bargaining unit member's job.

ARTICLE 36

TOBACCO USE

36.1 All bargaining unit members hired after October 1, 2009 are not permitted to use tobacco products at any time (on-duty or off-duty) and must comply with such prohibitions as a condition of hire and continued employment. Bargaining unit member will be required to sign an affidavit at time of hire and thereafter, annually, each October 1, acknowledging non-use of tobacco products.

36.2 Violation of Section 36.1 will result in a one-shift suspension for a first offense, a three-shift suspension for a second offense and termination (discharge) for a third offense.

For the purpose of Article 36:

“Smoking” means inhaling, exhaling, burning, carry or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, water-pipes, hookahs or any other lighted tobacco products, as well as any product consumed in a similar manner; or the use of any electronic cigarette or any other device intended to simulate lighted tobacco use.

“Tobacco products” means cigarettes, cigars, pipe tobacco, hookah, smokeless tobacco, snuff, chewing tobacco, smokeless pouches, dissolvable tobaccos products like Orbs (dissolvable tobacco pellets), sticks and strips or any forms of ignitable smokeless tobacco.

ARTICLE 37

TAKE-HOME VEHICLES

37.1 This City and the PBA agree to implement a vehicle Take-Home Program

37.2 Assignment of vehicles shall be considered a privilege, not a right. The City reserves the right to suspend and/or remove this privilege for legitimate financial reasons or for misuse of the vehicle. Only suspensions or removal of take-home vehicles resulting from discipline shall be subject to the Grievance process in Article 17. The City retains the operational right to determine which vehicles shall be assigned to the take-home program and which officers shall be assigned these vehicles. Only full time active duty personnel will be assigned a take home vehicle. Bargaining unit members who are not working in their regular assigned duty for more than two (2) weeks or have requested leave in that amount or greater, shall not have the use of a take-home vehicle.

37.3 While operating the vehicle, bargaining unit members shall abide by all applicable City policies and general orders.

37.4 Those bargaining unit members who are assigned take-home vehicles and reside outside the City limits shall have an amount per pay period deducted from their paycheck for the privilege in the following manner:

Members residing within the city limits: \$0.

Members residing within 4.99 miles of the nearest city limit: \$10.

Members residing between 5 and 9.99 miles of the nearest city limit: \$15.

Members residing between 10 and 19.99 miles of the nearest city limit: \$30.

Members residing between 20 and 30 miles of the nearest city limit: \$45.

37.5 Special Orders will be developed by the City to determine utilization of this program.

37.6 Violations of the take-home vehicle program shall be subject to the departments disciplinary process and loss of the privilege of taking a vehicle home .

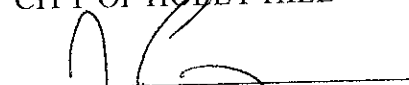
37.7 Bargaining unit members shall have the right to use their assigned vehicle for travel to and from department-approved training or education classes.

ARTICLE 38

TERMS OF AGREEMENT

38.1 This agreement shall remain in effect for a three (3) year period beginning October 1, 2015 and continue through September 30, 2018.

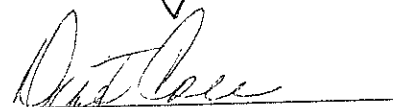
CITY OF HOLLY HILL



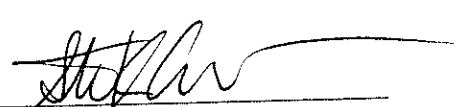
John Penny, Mayor



Joseph Forte, City Manager

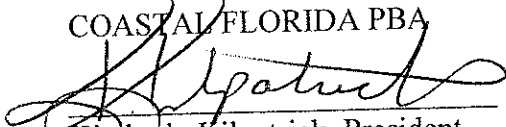


Diane Cole, Human Resources Manager

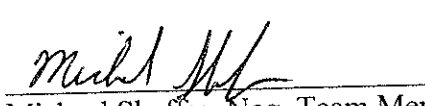


Steve Aldrich, Police Chief

COASTAL FLORIDA PBA



Kimberly Kilpatrick, President



Michael Shaffer, Neg. Team Member