

**AGENDA SUMMARY
TAVARES CITY COUNCIL
SEPTEMBER 3, 2014**

AGENDA TAB NO. 11

SUBJECT TITLE: Collective Bargain Agreement between the City of Tavares and the Police Benevolent Association 2014

OBJECTIVE: To present and approve the proposed Collective Bargaining Agreement (CBA) between the City of Tavares and the Police Benevolent Association.

SUMMARY: The members of the negotiations team representing the City (Councilmember Norm Hope, City Administrator John Drury, and Police Chief Stoney Lubins) have met with representatives of the Police Benevolent Association, Corporal Jason Baugh and Steve Micciche from the Central Florida PBA over the last several months for the purpose of negotiating the union contract. Those negotiations have concluded. The negotiated contract (attached) is now being brought to City Council for final approval.

Salient points are:

- Health Insurance same as all general employees.
- Wage increase same as all general employees (3%).
- Unit members designated as Field Training Officers receive 2 extra hours (change from one extra hour) of pay for each shift of training.
- Unit members assigned to work in CID as investigators compensated at \$38.46 per pay period (previously \$25.00)
- Any officer on extended leave (five shifts or more) who is assigned a take home vehicle shall park the vehicle at the Police Department (changed from three days)
- Corporal Positions: All current 11 Corporal positions eliminated. A new competitive examination and testing promotional procedure created for four (4) road patrol Corporal positions. Those who successfully compete and make the rank of Corporal receive a onetime 5% pay increase.

OPTIONS:

Option 1: Approve the proposed Collective Bargaining Agreement

Option 2: Reject the proposed Collective Bargaining Agreement and direct Staff to proceed in a different direction.

STAFF RECOMMENDATION:

Move to approve the proposed Collective Bargaining Agreement.

FISCAL IMPACT:

The 3.0% COLA and Corporal positions were previously budgeted in the fiscal year 2015 budget that Council is deliberating. The 3% COLA equates to \$35,276 (excludes benefits), and the Corporal positions equate (estimate) to \$8187 (excludes benefits) for the next fiscal year.

LEGAL SUFFICIENCY: Yes

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE CITY OF TAVARES AND
THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.**

October 1, 2014 to September 30, 2017

**Collective Bargaining Agreement
between Florida Benevolent Association Inc.
and
City of Tavares**

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1 **ARTICLE I: RECOGNITION AND INTENT**

2 **Section 1.1: Parties.**

3 This Agreement (hereinafter "Agreement," "CBA" or "Contract") is entered into by
4 and between the City of Tavares (hereinafter, "Employer" or "City") and the Florida
5 Police Benevolent Association, Inc. (hereinafter, the "PBA" or "Union").

6 **Section 1.2: Recognition.**

7 The City hereby recognizes the Union as the exclusive bargaining
8 representative for all employees in the unit certified by the Public Employees Relations
9 Commission certification in Case No. RC1803.

10 **Section 1.3: Entire Agreement.**

11 This Agreement which becomes effective upon execution by all parties
12 constitutes the entire Agreement and understanding between the parties and, subject to
13 applicable law, shall not be modified, altered, changed or amended in any respect
14 except on mutual agreement set forth in writing and signed by authorized
15 representatives of both parties.

16

17

18 **Section 1.4: Effect of Laws and Ordinances.**

19 In the event that any of the provisions of this Agreement shall be held in violation
20 of any federal or state law as applied to this specific Agreement, such determinations
21 shall not in any way affect the remaining provisions of this Agreement, unless otherwise
22 provided by law.

23

24

25

26 **ARTICLE 2: DECLARATION OF PRINCIPALS**

27 **Section 2.1: Gender Reference**

28 The use in this Agreement of the designation "he" in referring to any employee shall
29 mean "he" or "she" wherever used and is used for convenient purposes only.

30

31

32 **ARTICLE 3: UNION SECURITY AND CHECKOFF**

33 **Section 3.1: Dues.**

34 The Employer will deduct bi-weekly Union dues from the paychecks of those Unit
35 members who authorize such deduction in writing in the manner allowed by law.
36 Deductions will begin the second pay period after the Employer receives such written
37 authorization. No deduction shall be allowed for payment of initiation fees, assessment
38 or fines.

39 **Section 3.2: Amount.**

40 The Union will notify the City Director of Human Resources (hereinafter "HRD")
41 as to the amount of dues. This notice must state the biweekly amount in dollars and
42 cents for each individual member. The City shall charge the deduction as soon as
43 practically consistent with its normal bookkeeping procedures, but no less than thirty
44 (30) days after the change is certified to the HRD, so long as the certification is legally
45 sufficient.

46 **Section 3.3: Remittance.**

47 With written instructions provided by the Union and a written authorization from
48 the unit member acceptable to the City, the City will deduct Union members' dues by
49 way of bi-weekly payroll deduction. Payroll-deducted Union dues will be provided to the

50 Union by direct deposit to the Union's account. Direct deposits will cease upon written
51 notice, next payroll following written notice from the employee of same.

52 **Section 3.4: Recourse.**

53 If there is an amount deducted in excess of what is authorized by the unit
54 member, the City will reimburse the member provided a timely grievance is filed if the
55 excess deduction was made as a result of a mistake by the City; otherwise, the member
56 shall have recourse only against the Union.

57 **Section 3.5: Minimum Pay.**

58 No deduction shall be made from the pay of any payroll period in which the
59 member's net earnings for that payroll period, after other authorized or legally required
60 deductions, are less than the amount of dues to be checked off.

61 **Section 3.6: Withdrawal.**

62 Any member can stop payroll deduction by giving written notice to the Employer
63 and the Union. The Employer shall stop the deductions thirty (30) days after receipt of
64 written notice from the member.

65

66

67 **Section 3.7: Indemnity.**

68 The Union will indemnify, defend, and hold the City harmless against any and all
69 claims, demands, or suits or other forms of liability that shall arise out of, or by reason of
70 action taken or not taken by the City on account of payroll deductions of Union dues.

71

72 **ARTICLE 4: UNION BUSINESS AND SERVICES**

73 **Section 4.1: Representation and Notice.**

74 The Union shall be represented by its designated officials. The Union shall notify
75 the HRD in writing of the names of its representatives, as well as any designated
76 substitutes. The City is not required to deal with any employee as a representative of
77 the Union except its designated officials.

78 **Section 4.2: Activities.**

79 A. The Union Representatives, or designees, shall carry out their activities in
80 on behalf of the PBA, including investigating or settling grievances, during their non-
81 working hours unless they obtain prior permission from the Chief, or his designee, so
82 long as there is no interference with the work activities of the member or the mission of
83 the Department. When the Union Representative, or his designee, is engaging in such
84 activities while on duty, there shall be no loss of pay. When the Union Representative,
85 or his designee, is engaging in such activities when they are off duty, they shall not be
86 entitled to pay.

87 B. The Union Representative, or his designee, shall be allowed to
88 communicate official Union business to members in non-work areas during non-working
89 time so long as it does not interfere with Departmental operation.

90 C. The PBA may designate bargaining unit members to serve on its Contract
91 Negotiations Committee (CNC). Unit members serving on the CNC who are not on their
92 regularly scheduled shifts during negotiations shall not be compensated by the City.
93 Members of the PBA CNC who are on their regularly scheduled shifts during
94 negotiations shall suffer no loss of pay or benefits for such time in actual negotiation
95 sessions subject to approval by the Police Chief. No more than three (3) such members
96 shall be so paid.

97 **Section 4.3: Time.**

98 It is expected that the investigation and processing of grievances, shall occur
99 either on duty or off-duty, of by those involved. if on duty unit members shall be suffer
100 no loss of pay subject to the approval of the Police Chief.

101 **Section 4.4: Visitation.**

102 The Chief, or his designee, shall permit one authorized non-employee Agent of
103 the Union access to the Police Department to handle grievances arising under this
104 Agreement. The Agent designed to have access to the Department shall first obtain the
105 permission from the Chief, or his designee, which will normally be the ranking officer on
106 duty at the station at the time, before coming into any working area, and may, at the
107 option of the Chief, or his designee, be accompanied by a managerial employee in the

108 event the Union agent needs to visit a particular area of a station. The Agent will not in
109 any way interfere with the work of employees or the operations of the Department. If,
110 during a visit, the Agent wishes to have a private conversation with an employee, the
111 Chief, or his designee, will allow the same consistent with his determination of
112 operational needs and will designate the place the conversation will occur.
113 Authorization shall not be unreasonably withheld.

114 **Section 4.5: Solicitation and Distribution.**

115 Except as modified by this Agreement, the Union, its members, agents,
116 representatives and all persons acting on its behalf, including the Employer's
117 employees covered by this Agreement, are strictly prohibited by law and this Agreement
118 from soliciting any of the Employer's employees, for Union purposes, during the work
119 time of any employee involved, and from distributing Union literature in any work area.
120 "Work time" is any time, exclusive of breaks.

121 **Section 4.6: Time-Off Without Loss of Pay.**

122 With respect to disciplinary proceedings under the City Personnel Rules and
123 Regulations or this Agreement, bargaining unit members who participate in such
124 proceeding, including a PBA representative of the unit member, if any, shall be treated
125 the same as all other City employees with respect to time off and pay.

126 **Section 4.7: Bulletin Boards.**

127 The City agrees to set aside space for a bulletin board (not to exceed 30" by 24")
128 to be provided by the Union for its use in informing its membership as to official Union
129 business. It is however, agreed and understood that materials to be posted and emails
130 regarding official Union business, if such materials are derogatory, abusive, or critical
131 about any person, or City policy, practice, employees or officials are intemperate in
132 language and/or are not related to legitimate Union business, will be removed. The
133 bulletin board may not be used for any political purpose or to support or oppose any
134 political candidate or issue; provided however, it may be used for internal elections held
135 by the Union among its membership.

136 **Section 4.8: Information.**

137 A. The City shall provide the Union a copy of the names, rank and rate of pay
138 of bargaining unit members, upon written request by the Union, but not more often than
139 twice a year.

140 B. The City shall furnish the Union and its members upon written request, a
141 copy of all rules, regulations and policies applicable to the bargaining unit employees.

142 C. Any impact on wage, hours or terms and conditions of employment shall be
143 the subject of bargaining prior to implementation.

144 D. The City shall make available to all members of the bargaining unit upon
145 written request, all City-rules, regulations, and policies applicable to the bargaining unit
146 members.

147 **Section 4.9: Contract Orientation**

148 Within thirty (30) days after ratification and approval of this Agreement by the
149 parties, the City will schedule meetings with all bargaining unit members for the purpose
150 that the City and PBA hold contract orientation. All unit members are encouraged to
151 attend. On duty personnel will be allowed to attend, work load permitting.

152

153

154 **ARTICLE 5: MANAGEMENT RIGHTS**

155 **Section 5.1: Functions of Management.**

156 **Management Rights.**--It is the right of the public employer to determine unilaterally the
157 purpose of each of its constituent agencies, set standards of services to be offered to
158 the public, and exercise control and discretion over its organization and operations. It is
159 also the right of the public employer to direct its employees, take disciplinary action for
160 proper cause, and relieve its employees from duty because of lack of work or for other
161 legitimate reasons. However, the exercise of such rights shall not preclude employees
162 or their representatives from raising grievances, should decisions on the above matters
163 have the practical consequence of violating the terms and conditions of any collective
164 bargaining agreement in force or any civil or career service regulation.

165

166 **ARTICLE 6: GRIEVANCE AND ARBITRATION**

167 **Section 6.1: Grievance.**

168 A grievance is defined as a difference between the City and any unit member or
169 the PBA involving an alleged violation or misapplication of a provision of this
170 Agreement. When an Article or Section in this contract references or incorporates the
171 City Personnel Rules and Regulations, a claimed violation, misapplication or
172 misinterpretation of the PRR shall be subject to this Article. All grievances for
173 disciplinary matters involving one or more shifts of unpaid suspension, or termination,
174 may be appealed through the following steps.

175 **Section 6.2: Grievance Procedure.**

176 Whenever a grievance as specified in Section 6.1 arises between the City and
177 the unit members or the Union, the matter will be handled in accordance with the
178 following procedure.

179 Step 1: Within five (5) working days after the act or occurrence which
180 gives rise to the grievance, or the member knew or should have known of
181 such act or occurrence, whichever first occurs, the grievant shall meet to
182 discuss the grievance with the member's immediate supervisor in an
183 attempt to resolve same.

184 Step 2: If the grievance is not settled in Step 1 above, the grievant shall
185 reduce to writing the grievance, sign said grievance and provide copies to
186 the Chief of Police or his designee within ten (10) days of the act or
187 occurrence which gave rise to the grievance.

188 The written grievance must include:

- 189 a. A statement of grievance and a summary of the facts on
190 which the grievance is based.
191 b. The remedy requested.

192 A copy of the grievance form is hereby adopted and placed in the appendices.

193 Within five (5) calendar days of receipt of the written, signed grievance, the Chief,
194 or his designee, and the Union Representative, or his designee, shall meet to discuss
195 the grievance. Upon conclusion of the meeting, if the grievance is denied, the Chief or
196 his designee shall include the reason(s) for the denial.

197 Step 3: If the grievance is not settled in Step 2 above, within five (5)
198 calendar days of receipt of the Chief's or his designee's response in Step
199 2, the Union shall notify the City Administrator in writing of its appeal of the
200 grievance to Step 3. Within ten (10) calendar days of delivery of the
201 written notice of appeal to Step 3, the City Administrator or his designee
202 shall meet to discuss the grievance with the Union Agent. The City

203 Administrator shall respond in writing within ten (10) calendar days after
204 the meeting. If the grievance is denied, the City Administrator shall
205 include the reason(s) for denial.

206 The City Administrator may make written notification to the PBA, for an
207 extension of an additional ten (10) days if so desired of the time limit set
208 forth in this Step.

209 The unit member grievant shall be entitled to be present at any meeting held
210 under Step 2 or Step 3.

211 Failure of the City to adhere to the time limits set forth herein shall allow the
212 grievance to be prosecuted to the next level.

213 **Section 6.3: Arbitration.**

214 If the grievance is not resolved through above steps, the grievance may be
215 submitted to binding arbitration by the Union. Arbitration proceedings must be initiated
216 by serving of a written notification for arbitration by the Union within twenty (20)
217 calendar days after the City Administrators response. Submission to the arbitrator shall
218 be based exclusively on the written grievance as submitted in Steps 2 and 3 of the
219 grievance procedure and shall include a copy of this Agreement.

220 The arbitrator selected shall decide the dispute and such decision shall be final
221 and binding on the parties and the employees. The expenses of the arbitrator shall be
222 borne equally by the parties; and, each party shall be responsible for its own attorneys'
223 fees, and any court reporting services it wishes to use, in any arbitration proceeding.
224 On-duty personnel shall suffer no loss of pay.

225 The jurisdiction of the arbitrator is limited and confined to determining whether
226 there has been a violation of the terms of this Agreement. The arbitrator shall in no way
227 alter, amend, or modify the terms of this Agreement.

228 The time limits set forth are to be considered of the essence of the grievance and
229 arbitration procedure and failure of the member or the Union to meet any time limit set
230 forth therein shall be irrefutable and conclusively deemed to constitute waiver of the
231 grievance and acceptance of the City's position. The time limits may be extended in
232 writing by mutual consent of the parties.

233 A. Within twenty (20) calendar days from receipt of the notice of the intent to
234 invoke arbitration, the Union shall request a list of seven (7) arbitrators from the Federal
235 Mediation and Conciliation Service, all of whom must reside in the State of Florida. The
236 Union shall supply the City with a copy of the list of arbitrators. The Union and the City
237 will alternately eliminate one at a time from said list of names of persons until only one

238 remains, and that person will be the arbitrator. The City and the Union will alternate in
239 the right to first strike names in successive arbitrations.

240 B. As promptly as possible after the arbitrator has been selected, he should
241 conduct a hearing between the parties and consider the grievance. The decision of the
242 arbitrator will be served upon the member or members aggrieved the City and the Union
243 in writing. It shall be the obligation of the arbitrator to make his best effort to rule within
244 twenty-one (21) business days after the hearing.

245 **Section 6.4: Grievances by Non-Union Member.**

246 When the Union refuses to process a grievance for a unit member because of
247 the unit member's non-membership in the Union, the member shall have the right to
248 process a grievance through the normal city procedures offered to all non-union city
249 employees or under this Agreement, but cannot require arbitration of the grievance
250 unless the law requires otherwise, in which event, the member shall have all the rights
251 and assume all the burdens, limitations and obligations, including financial obligations,
252 of the Union under this Article and any other Article that may apply to his grievance. The
253 member will not be entitled to any other grievance process.

254 **Section 6.5: General.**

255 A. Each grievance shall be arbitrated in a separate proceeding unless the
256 parties mutually agree otherwise.

257 B. The filing of a grievance shall in no way interfere with the right of the City
258 to proceed to carry out its management responsibilities, subject to the final resolution of
259 the grievance.

260 C. The PBA shall have the right to bring a joint grievance on behalf of
261 bargaining unit members in its own name, concerning disputes relating to the
262 interpretation or application of this Agreement affecting two or more unit members. Such
263 grievances shall be initiated at Step of this procedure.

264

265 **Section 6.6: Time Off/Pay.**

266 Step 1 of the grievance procedure shall be carried out during the member's work
267 hours at a time and place designated by the Chief based on operational needs, and the
268 member shall lose no pay. The City shall determine when Steps 2 and 3 shall be
269 processed, and if the Step or Steps, including Arbitration, are processed during their
270 scheduled working hours, neither the Union Representative nor the grievant shall lose
271 pay. Unit member witnesses, other than grievant, whom the City Administrator may at
272 his option choose to interview shall lose no pay if interviewed during their working

273 hours, and if interviewed after or before such hours, shall be paid for such time as if
274 they were performing other work for the City. Otherwise, the City shall not be
275 responsible to pay any Union representative, officer or agent of the Union for any time
276 spent processing grievance matters, but will allow one such person plus the grievant per
277 grievance reasonable time off with pay for said activities upon reasonable prior notice if
278 in management's opinion work requirements will allow such absence.

279 In the event of a sustained disciplinary action involving a suspension [without
280 pay], the member may utilize available personal leave in lieu of a non-working unpaid
281 suspension.

282 **Section 6.7: Discipline Dispute Resolution Process - (DDRP).**

283 In cases involving alleged policy violations in an administrative investigation,
284 which may lead to discipline, a member may request a discipline dispute resolution
285 meeting (DDRM) at any time prior to final acceptance of discipline or a final decision by
286 the Chief or prior to filing a formal grievance. The meeting shall be held with a designate
287 police manager and include the member, member's representative and/or counsel

288 The purpose of the meeting will be to discuss potential discipline and/or
289 administrative charges to determine if a consensus resolution can be reached on the
290 appropriate charge(s) and discipline, if any.

291 If the parties reach a consensus, that consensus shall be reduced to writing by
292 the police manager and implemented. The investigation and grievance process shall be
293 considered as complete. Should the parties not agree on a resolution, the matter will
294 progress as if no meeting had been held. Nothing discussed at the meeting shall be
295 held against the member if a resolution is not implemented.

296 The PBA shall be notified of any final resolution in all such cases handled by the
297 DDRP. If the PBA is not represented at any such DDRM, then the decision will not be
298 precedent setting.

299

300 **ARTICLE 7: PBA/MANAGEMENT MEETINGS**

301 The City and the PBA shall meet and confer on matters of mutual interest upon
302 the request of either but not more often than once a quarter, unless both parties agree
303 to meet more often. Such special meetings shall be held on a date and at a time and
304 place mutually agreeable to the parties. Meetings held under this Section shall not be
305 considered collective bargaining under the Public Employees Relations Act. Issues
306 related to grievances shall not be discussed. The Police Chief shall be responsible to
307 coordinate these meetings with the PBA Representatives.

308

309 **ARTICLE 8: INSURANCE**

310 **Health and Life**

311 8.1 The City and each Unit Member shall share in the cost of Health insurance
312 which shall be determined annually by the fiscal year budget approved by the City
313 Council and in accordance with the provisions of this Article.

314

315 8.2 In the event that during the life of this Agreement, the City desires to
316 reduce the current health or life benefits and/or increase the cost of employee and/or
317 dependent health insurance premiums, the City shall advise the PBA in writing. The
318 PBA shall have the option of negotiating the terms of the City's proposal. If the parties
319 fail to reach negotiated agreement on these changes, the PBA may submit any
320 unresolved issues to the City Council fifteen (15) days prior to the anticipated date that
321 the changes would have occurred. City Council shall make the final determination of the
322 unresolved issues.

323 8.3 The City shall provide life insurance in the amount of one and one-half (1
324 ½) times the member's annual base salary, at no cost to the member.

325 8.4 The health, vision, dental care and life insurance plans offered the
326 bargaining unit shall cost no more nor have lesser benefits than those offered any
327 employee of the City.

328 **Disability Insurance**

329 8.5 The City shall continue to provide short and long term disability to all unit
330 members in accordance with the City's current policy and practice.

331

332

333

334 **ARTICLE 9: STRIKES**

335 The Union and bargaining unit members shall not promote, sponsor, engage in,
336 or condone any work stoppage, boycott, slow-down, strike, disruption of City operations,
337 or other withholding of limitation of services and shall abide with F.S. §447.505.

338

339 **ARTICLE 10: HOLIDAYS**

340 **Section 10.1: Days Observed.**

341 A. For bargaining unit members not on a 24/7 shift and especially who work a
342 Monday thru Friday schedule, when a holiday falls on Saturday or Sunday, the Friday
343 preceding or Monday following shall be designated a substitute holiday and observed as
344 the official holiday. For those members who work a 24/7 shift the holiday date is the
345 observed holiday

346 B. The observed holidays are:

| | | |
|-----|----------------------------|-----------------------------|
| 347 | January 1 | New Year's Day |
| 348 | January – Third Monday | Martin Luther King, Jr. Day |
| 349 | May – Last Monday | Memorial Day |
| 350 | July 4 | Independence Day |
| 351 | September – First Monday | Labor Day |
| 352 | November 11 | Veterans Day |
| 353 | November – Fourth Thursday | Thanksgiving Day |
| 354 | November – Fourth Friday | Day after Thanksgiving |
| 355 | December 24 | Christmas Eve |
| 356 | December 25 | Christmas Day |
| 357 | December 31 | New Year's Eve |

358
359 C. In addition to the above, each unit member shall be awarded one (1)
360 personal leave day each calendar year; to be taken at the member's request which shall
361 not accrue.

362 **Section 10.2: Eligibility for Holiday Pay**

363 A. A member must be on an approved leave for or work the normal
364 schedule of hours, on the regularly scheduled working day immediately prior to and
365 immediately following a holiday, in order to qualify for the holiday time or pay.
366 Absences not approved in advance, including sick call in, may not be approved
367 depending on whether the member's excuse and verification of the reason for the
368 absence are acceptable to management, which, may at its option, require a doctor's
369 excuse as well as any other evidence it deems necessary.

370 B. All members receive holiday pay except those members scheduled to
371 work on a holiday who fail to do so. When a member works on a scheduled holiday, the
372 member shall also receive time and one half (1 ½) his straight time.

373 C. When a member is scheduled to work on a holiday but fails to do so, the
374 member will not receive holiday pay even if the member is otherwise eligible for holiday
375 pay.

376 **Section 10.3: Holiday Pay.**

377 Unit members shall receive pay for the number of hours regularly scheduled at
378 their straight time hourly rate for each observed holiday in which they do not work,
379 unless they were scheduled to work on a holiday and failed to do so.

380

381

382

383 **ARTICLE 11: ASSIGNMENT DURING DISABILITY**

384 Any bargaining unit member assigned to a less strenuous position, due to health or
385 disability, shall continue to receive all compensation and fringe benefits, including
386 accumulation of seniority attached to his normally assigned position. The Police Chief
387 shall have the discretion, but not the obligation, to assign any employee to a less
388 strenuous position. In making any such assignment, the Police Chief shall make all
389 reasonable efforts to assign work that is Police Department related where available.

390

391 **ARTICLE 12:** **VACATION**

392 Section 1. **VACATION LEAVE**

393

394 A. **ACCRUAL RATES FOR VACATION LEAVE**

395

396 All bargaining unit members accrue vacation at the rates outlined in the
397 schedule below.

398

399 1. **Accrual Rate for employees on twelve (12)-hour shifts.**

400

| YRS OF SERVICE | ACCRUAL/MONTH | ACCRUAL/YEAR |
|------------------------------|----------------------|---------------------|
| Date of hire through 3 years | 8 hours | 96 hours |
| 3 years to 5 years | 10 hours | 120 hours |
| 5 years + | 12 hours | 144 hours |

401

402 2. **Vacation leave accrues during any pay period in which a member**
403 **works or is compensated (e.g., while on vacation, sick leave, etc.).**

404 3. Vacation leave does not accrue in any pay period that a member is
405 on a leave of absence, suspension, military leave, or other absence without pay for the
406 entire pay period.

407 4. Maximum accrual for all bargaining unit employees is 240 hours.

408

409 B. ELIGIBILITY

410

411 Bargaining unit members are eligible to take vacation leave after
412 completing six months of service.

413 C. CONDITIONS AND LIMITATIONS

414 1. Vacation leave selection and scheduling will be in accordance with
415 existing Department practice. A member must request and have prior approval from his
416 supervisor to utilize vacation leave, using the appropriate form.

417 2. Vacation leave will not be routinely approved by call-in in lieu of sick leave
418 for the date of absence

419 3. Vacation leave is generally authorized for an entire shift or more; however,
420 less than one work day/work shift, but no less than one-half hour, may be taken if
421 requested and authorized in advance. Accrued vacation may be authorized for

422 extended absence for serious health conditions, if the accrued sick leave balance
423 has already been exhausted, and other eligible reasons in accordance with the
424 Family and Medical Leave.

425 4. Vacation leave will not be approved in advance of accrual earned.

426 5. If no other accrued leave is available (i.e., sick leave, administrative
427 leave), vacation leave may be used to supplement Workers' Compensation wage
428 benefits provided the total income from the wage benefits and vacation used does not
429 exceed 100% of the member's regular gross pay.

430 D. HOLIDAYS WHILE ON VACATION LEAVE

431 Holidays which occur during the period selected by the member for vacation will
432 not be charged against vacation accrual balances. The holiday will be charged against
433 holiday leave regularly due the member; i.e., the member will not receive both holiday
434 and vacation pay for the holiday.

435 E. DEATH IN FAMILY DURING VACATION LEAVE

436 When bereavement leave occurs within a vacation period, the vacation period can be
437 extended to cover this period and such time charged to bereavement leave as
438 authorized, or the vacation leave will be reduced accordingly, as requested by the
439 member.

440

441

F. PAYMENT OF VACATION LEAVE BALANCE UPON
SEPARATION OR DEATH

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444

After six months of employment, bargaining unit members will be eligible for payment of accumulated vacation leave in cases of separation from City employment in good standing (layoff, resignation, retirement). A member who separates with less than six months' service or who is terminated during or at the conclusion of the probationary period is not eligible for payment of accumulated vacation leave, unless specifically authorized by the City Administrator.

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In the event of a non-probationary employee's death, his beneficiary shall be paid for accumulated vacation leave.

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ARTICLE 13: **SICK LEAVE**

A. ELIGIBILITY

All bargaining unit members are eligible to accrue and access sick leave following 30 days of service. Sick leave shall be used only with the approval of the supervisor, and shall not be authorized prior to the time it is earned and credited to the employee.

B. SICK LEAVE ACCRUAL RATES

Sick leave accrual for full-time employees shall be earned in accordance with the following schedule:

| SCHEDULE | ACCRUAL/YEAR | MAXIMUM ACCRUAL |
|-------------------|--------------|-----------------|
| 8 hours/per month | 96 hours | No Maximum |

468

469

C. AUTHORIZED USES OF SICK LEAVE

470

471

Sick Leave may be used for the following reasons:

472

473

a) Legitimate illness of member, member's spouse, or child(ren).

474

475

b) Non-job related accident/injury preventing performance of member's duties; or to supplement Workers' Compensation wage benefits in the event of a compensable on-the-job injury/accident, provided the combined income from Workers' Compensation wage benefits and sick leave does not exceed 100% of regular gross pay.

476

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480

c) Medical, dental, psychological, optical, chiropractic, or Employee Assistance Program (EAP) appointment, treatment, or examination of member or member's spouse, or child(ren).

481

482

483

d) Additional bereavement leave upon approval of the Police Chief.

484

485

e) Family and Medical leave

486 3. Computing Sick Leave

487

488 The minimum charge for sick leave is one-half hour; additional charged
489 time will be to the nearest one-half hour.

490 D. PROOF OF ILLNESS AND NOTIFICATION REQUIREMENTS

491

492 1. It is the member's responsibility to personally notify supervision
493 (unless incapacitated) at least one hour prior to the beginning of the work shift if
494 the member will be absent due to illness. Unless the member receives prior
495 authorization, as in the case of an extended, verified illness or an approved
496 Family and Medical Leave due to illness, it is the member's responsibility to
497 report in this manner for each day of absence due to illness.

498

499 2. A member who is absent from work for more than three work
500 days/shifts due to illness, may be required by his supervisor to provide medical
501 verification of the illness from the treating physician in order to receive sick leave
502 benefits. If requested verification is not received by the due date for time sheets,
503 the absence will be unpaid. A physician's statement may also be required for
504 members who:

505

506 (a) take excessive sick leave, either on separate days or on
507 continuous days in any given time period;

508 (b) demonstrate a pattern of absenteeism;

509

510 (c) call in sick on a day or days when vacation leave was
511 denied;

512

513 d) take sick leave as soon as it is accrued (i.e. one day at a
514 time as soon as it is earned) or

515 (e) are frequently absent the day before and/or the day after a
516 scheduled day off or a holiday.

517

518 Sick leave charged following a member's notice of resignation and
519 occurring prior to the date of separation must be verified by a physician's
520 statement certifying the illness in order to be compensated.

521

522 3. Frequent and/or excessive absences charged to sick leave without
523 medical verification; evidence of malingering; a pattern of sick leave abuse; use
524 of sick leave for false claims of illness or injury; falsification of proof to receive
525 payment of sick leave; and/or failure to comply with rules and regulations
526 governing sick leave; may result in denial of sick leave pay and/or disciplinary
527 action, including dismissal.

528

529 4. Sick leave does not accrue in any pay period that a member is on a
530 leave of absence, suspension, or other absence without pay for the entire pay
531 period with the exception of military leave. Unit Members on military leave will
532 accrue sick leave for the first 17 days of leave.

533

534 E. HOLIDAYS WHILE ON SICK LEAVE

535

536 Holidays which occur during a period in which the member is absent on
537 approved sick leave shall not be charged against sick leave. The holiday will be
538 charged against holiday leave regularly due the member; i.e., members will not
539 receive both holiday and sick leave pay for the holiday.

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F. DEATH IN FAMILY WHILE ON SICK LEAVE

When bereavement leave occurs while a member is on approved sick leave, the time off work for bereavement purposes will be charged to bereavement leave as authorized.

G. PAYMENT OF SICK LEAVE UPON SEPARATION OR DEATH

1) The following provisions apply to payment of accumulated sick leave upon termination, retirement, or death:

- a) Accrued and unused sick leave shall be paid at 25% to the employee upon separation of employment. Upon the death of an employee, accrued and unused sick leave shall be paid at 25% by the payroll method in place at the time of death.

557 b) Members who are terminated during or at the end of the
558 probationary period are not eligible for payment of sick leave.

559 2. The use of sick leave to extend the member's separation date is
560 prohibited.

561

562

563

564 **ARTICLE 14: BEREAVEMENT LEAVE, FML AND OTHER LEAVES**

565

566 Section 1: BEREAVEMENT LEAVE

567

568 A. Bargaining unit members are eligible for bereavement leave with
569 pay in the event of the death of an immediate family member. Immediate family
570 includes spouse, and the following biological, adoptive, or "step" relatives:
571 child(ren), parents, brothers, sisters, grandparents, and grandchild(ren) of both
572 the member and the member's spouse.

573

574 B. Up to three scheduled work days will be granted to a bargaining
575 unit member for a local memorial service. If the memorial service is out of state,
576 the employee will be paid for up to five (5) days regular time. If additional time is
577 needed the additional days may be charged to vacation leave balances or
578 accrued sick leave upon approval of the Police Chief.

579

580 C. Supporting documentation of the death (e.g., newspaper obituary,
581 death certificate, etc.) and documentation of immediate family relationship may

582 be required by the Police Chief or designee in order for the member to receive
583 this benefit.

584 -Section 2: FAMILY AND MEDICAL LEAVE (FML)

585
586 Family Medical Leave will be granted to bargaining unit members in
587 accordance with the FMLA and the City's existing policies and procedures
588 implementing the FMLA.

589 Section 3: MILITARY LEAVE

590
591 Military Leave shall be granted to bargaining unit members in accordance
592 with applicable law.

593

594

595 **ARTICLE 15:** **HOURS OF WORK AND WORK SCHEDULE**

596 **Section 15.1: Basic Work Schedule.**

597 A. The basic work schedule for road patrol shall be a minimum of six 12 hour
598 shifts and one 8-hour shift, for a total of seven shifts for 80 hours within one pay period
599 unless minimum manning requires a 12 hour shift instead of an 8 hour shift. Unit
600 members assigned to Criminal Investigations Division shall maintain 8 hour shifts or 10
601 hour shifts as determined between the bargaining unit member and his supervisor. With
602 the concurrence of police management, CID unit members shall have the ability to
603 alter normally posted shifts as needed to complete their assigned investigations,
604 provided that any modified shift shall normally be for a 10 hour or 8 hour, uninterrupted
605 shift.

606 B. For the purpose of this Agreement, a shift means the time during which a
607 unit member is scheduled on duty.

608 C. Except as provided in this Agreement, or in declared emergencies, a unit
609 member shall not be required to adjust the scheduled hours, shift, or days off from those
610 scheduled with less than ten (10) calendar days advanced written notice, unless
611 minimum staffing levels are compromised on a given shift.

612 **Section 15.2: Overtime**

613 A. Unit members are to report all hours worked. Overtime will be authorized
614 or directed by Police management and administered according to the provisions of this
615 Agreement.

616 B. All unit members shall be paid time and one-half their regular hourly rate
617 of pay for all hours in excess of their normally scheduled shifts. Unit members shall
618 have the option to select pay or defer the payment by selecting compensatory time for
619 overtime worked. The maximum compensatory time balance permitted for members is
620 240 hours. Any compensatory time over the maximum not used by December 31st of
621 each year shall be paid out. Unit members may also cash out up to thirty-six (36) hours
622 of compensatory time each calendar year.

623 C. For the purposes of overtime, paid leave used for a scheduled vacation
624 and sick leave shall be included in the computation.

625 D. Members shall be required to work overtime when assigned unless
626 excused by the Police Chief or his designee. A member desiring to be excused from
627 overtime work assignments shall submit a request to the immediate supervisor who
628 shall determine whether the excuse is acceptable.

629 **Section 15.3: Assignment of Overtime.**

630 The Police Chief or designee shall assign overtime as necessary based on
631 availability and fiscal considerations.

632 Overtime shall be scheduled in accordance with departmental rules, regulations
633 and directives, and administered in accordance with the provisions of this Agreement.
634 Unit members shall be offered the opportunity to work any overtime prior to any work
635 offered non-bargaining unit personnel. It is understood that the Police Department may
636 utilize Reserve Officers to work shifts when assigned unit members are unavailable.

637 Planned overtime (i.e. special events, officer vacations) will be posted fourteen
638 (14) days prior to the date needed. Once planned overtime is posted, an officer can sign
639 up for one (1) shift. The officer can sign up for additional overtime shifts after a complete
640 rotation of shifts has worked. If the overtime shift(s) has not been signed up for five (5)
641 days prior to the date of overtime needed, officers may be mandated to work the shift.
642 On the overtime sheet the officer must sign and date each slot of overtime.

643 Unplanned overtime (i.e. officer calls in sick, exigent emergency) will be handled
644 by the supervisor needing coverage by contacting off duty officers. Overtime sheets will
645 also be completed for unplanned overtime.

646 All overtime sheets will be maintained in the road patrol commander's office for
647 review by anyone. The overtime sheet is appended to this collective bargaining
648 agreement as "Exhibit X".

649 **Section 15.4: Off-Duty Employment – Non- Law Enforcement.**

650 Any unit may voluntarily accept and be employed to work, non- law enforcement
651 related off-duty in any occupation that is not prohibited by state or federal law and
652 approved by the Police Chief. Approval shall not be unreasonably withheld.

653

654 **Section 15.5 Court Appearances and Job-Related Appearances**

655 Unit members required to appear in court or at a job-related subpoena
656 appearance, at a time falling outside of their regular assigned work hours shall be
657 compensated for actual time worked, or a minimum of three (3) hours of pay, whichever
658 is greater. A unit member required to appear more than once during the day, will be
659 compensated an additional three (3) hour minimum provided the second subpoena
660 requires his appearance one (1) hour or more after the release from the first subpoena.

661

662 **ARTICLE 16:** **Extra Time Provisions**

663 **Section 16.1: Standby Duty On-Call Status**

664 A. Standby duty on-call time is defined as periods of time in which the
665 member is ordered or required by the Police Department to be readily accessible by
666 telephone, paging device or other electronic device and not performing actual work, but
667 in readiness to perform actual work when the need arises.

668 B. Such standby on-call time shall be compensated at the rate of \$15.00
669 ~~10.00~~ per day, when the member has been scheduled to work within the 24 hours and
670 is now off work.

671 **Section 16.2: Call Back Time**

672 A. A unit member called back to work after his regular working hours shall be
673 compensated for actual time worked. However, the member shall receive a minimum
674 equivalent to two (2) hours of straight time pay or compensatory time at the member's
675 option. A unit member, who has been notified to report back to work under this section,
676 will report for duty within sixty (60) minutes from the time so notified.

677

678

679 **Section 16.3: Attendances**

680 A. Unit members required by the Police Department to attend training
681 sessions outside of their regularly scheduled hours, shall be compensated at the rate of
682 time and one-half (1 ½) for the time spent training.

683 B. Unit members ordered to attend any meeting while in an off-duty status,
684 shall be compensated as in 16.2 A.

685

686 **ARTICLE 17:** **WAGES**

687 **Section 17.1:**

688 A. For Fiscal year 2014-15 all bargaining unit members shall receive wage
689 adjustments effective October 1 , 2014 of three percent (3%).

690 B. For Fiscal Year 2015-2016 wages shall be opened at the discretion of the
691 Union.

692 C. For Fiscal Years 2016 – 2017, Wages shall be reopened at the discretion
693 of the union.

694 **Section 17.2: Traffic Homicide**

695 Unit members who are assigned as Traffic Homicide investigators shall receive twenty-
696 five dollars assignment pay per pay period, as of the effective date of this contract. This
697 assignment pay shall not constitute a property right in the assignment. Unit members,
698 who are no longer designated Traffic Homicide investigators, shall not receive the
699 assignment pay; provided that they are no longer performing the duties and
700 responsibilities of an investigator. Mere changes in titles or name designations shall not
701 result in assignment pay loss.

702 **Section 17.3: FTO**

703 Any unit member designated and certified as a Field Training Officer (FTO) shall receive
704 two extra hours of pay for each shift of training.

705 **Section 17.4: CID**

706 Unit members who are assigned to work in CID as investigators shall be compensated
707 thirty-eight dollars and forty-six-cents (\$38.46) per pay period as of the effective date of
708 this contract.

709 **Section 17.5: Corporals**

710 Unit members who are successfully promoted to the rank of Corporal shall receive a
711 promotional raise of five percent (5%) over base pay or the starting salary of a corporal
712 which shall be \$38,964.47, whichever is greater. Upon a general or wage increase as
713 noted in 17. A and C, the starting salary shall be adjusted upwards.

714 **Section 17.6: Sergeants**

715 Unit members who are successfully promoted to the rank of Sergeant shall receive a
716 promotional raise of five percent (5%) over base pay or the starting salary of a sergeant
717 which shall be \$51,298.62, whichever is greater. Upon a general or wage increase as
718 noted in 17. A and C, the starting salary shall be adjusted upwards.

719

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721

722 **ARTICLE 18: CONTINUOUS EMPLOYMENT (Seniority)**

723 **Section 18.1: Definition.**

724 Continuous employment (seniority) shall be both on a City-wide and as a sworn
725 member of the Tavares Police Department and shall commence from the employee's
726 initial date of hire with the City and as a member of the Tavares Police Department,
727 respectively. It shall continue until broken as provided in Section 19.3 below. When two
728 or more unit members start work in the Tavares Police Department on the same day,
729 their police seniority shall be based on their position on the new hire eligibility list.

730 Rank Seniority shall commence from the unit member's date of promotion and
731 shall be utilized under the same conditions as stated in 18.2. Example: a sergeant that
732 has the most seniority as a sergeant shall have first preference.

733 **Section 18.2: Benefits.**

734 The earning or accrual of benefits shall be based on the City-wide seniority as
735 provided in the City rules unless a particular benefit, benefit plan or this agreement
736 specifically provides otherwise. Sworn police seniority shall be used for the purposes of
737 layoffs, recall, and vacation/comp time leave and holiday preference

738 **Section 18.3: Loss of Continuous Service.**

739 City and Police seniority shall be lost upon the happening of one or more of the
740 following events:

- 741 A. Resignation.
- 742 B. Termination in accordance with the City regulations.
- 743 C. Retirement.
- 744 D. Receiving an authorized leave of absence.
- 745 E. Lay-off for more than six (6) continuous months.

746 In addition, sworn seniority will also be lost if a member is promoted or is
747 transferred to a position outside the Police Department, but if into another position
748 within the City, the City seniority shall continue to accrue.

749 **Section 18.4: Vacation/Comp Time/Holiday Leave**

750 When more than one (1) bargaining unit member seeks to use
751 vacation/comp/holiday time for the same period and is in the same squad or section, the
752 member with the most sworn seniority will be given preference.

753 **Section 18.5: Layoff and Recall.**

754 Layoff and recall shall be in accordance with the below provisions:

755 A. Layoff

756 In the event of a layoff for any reason, members shall be laid off in the inverse
757 order of their sworn seniority. All initial probationary members must be laid off prior to
758 laying off non-probationary members.

759 B. Recall

760 1. Members in layoff status will retain recall rights for twelve (12) months and
761 shall have preference to work over applicants on eligibility lists. Recall will be made by
762 certified mail to the last address in the member's record, along with any address on file
763 with the Union. The member must, within seven (7) calendar days of the certified
764 receipt date, notify the City of his intention to return to work. Said member must return
765 to work within thirty (30) days of receiving the notice.

766 2. Members shall be called back starting with the most senior sworn member
767 notified first and then in descending order of seniority thereafter. Members who return
768 from layoff status shall receive the current rate of pay for the pay grade and step he
769 held at the time of layoff. Unit members may accept any position for which they have
770 previously held.

771

772

773 **ARTICLE 19:** **Educational Reimbursement**

774

775 19.1 In the event that the City establishes any college tuition reimbursement program
776 in its annual budget, the Unit Members will participate on the same basis as any other
777 city employee.

778

779

780

781 **ARTICLE 20:** **AGENCY ASSIGNED VEHICLES**

782

783 20.1 Unit members shall not be required to use their personal vehicle in the
784 performance of their sworn job functions.

785

786 20.2 Except as provided in this Article, vehicles issued by the City to bargaining unit
787 members shall be administered and regulated in Police Department Standard Operating
788 Procedure.

789

790 20.3 All unit members shall be assigned a vehicle if they reside within a 15 mile radius
791 from the Police Department at such time as there are a sufficient number of vehicles
792 available. Such vehicle sufficiency shall be determined by the Police Chief.

793

794 20.4 Any officer on an extended leave (five shifts or more) who is assigned a take-
795 home vehicle, shall park the vehicle at the Police Department.

796

797 20.5 Unit members are not required to drive an unsafe vehicle. A unit member shall
798 immediately report an unsafe vehicle to his immediate supervisor.

799

800 **ARTICLE 21:** **GUN PURCHASE PROGRAM**

801

802 21.1 The City shall maintain the Gun Purchase Program in accordance with Police
803 Department GO 09-11 (9/28/09) with the following exceptions:

804 A. Unit member, who have successfully completed their initial probation, shall be
805 permitted to purchase up to two (2) weapons approved by the Police Chief every three
806 (3) years, as measured from the date of the first purchase.

807 B. There will be an \$800 limit per weapon. Cost of a weapon exceeding the limit shall
808 be the responsibility of the unit member. Unit members shall be allowed up to twenty-
809 six (26) pay periods within the same fiscal year of request in which to reimburse the City
810 for the advancement of the cost of the weapon(s). Said reimbursement shall be through
811 payroll deductions and begin with the payroll following the date of purchase.

812

813

814

815 **ARTICLE 22:** **PREVAILING RIGHTS**

816

817 22.1 All working conditions, benefits and privileges enjoyed by bargaining unit
818 members and known to the City which are not specifically provided for or abridged by
819 this Agreement shall continue under conditions which they have previously been
820 granted.

821

822

823 **ARTICLE 23:** **DRUG TESTING**

824

825 23.1 Drug testing of bargaining unit members shall be in accordance with Section
826 112.0455, Florida State Statutes, the Drug-Free Workplace Act.

827 23.2 All unit members are designated special risk for drug testing purposes. Special
828 risk means employees who are required as a condition of employment to be certified
829 under Chapter 943, Florida Statutes.

830

831

832

833 **ARTICLE 24:**

WORKING OUT OF CLASSIFICATION

834

835 24.1 A unit member assigned to duties of a higher classification during their shift shall

836 be paid the minimum starting pay for the higher classification or five percent (5%),

837 whichever is greater for every hour they remain in that higher classification

838

839

840 **ARTICLE 25: EQUIPMENT, UNIFORMS, AND CLOTHING ALLOWANCE**

841 **Section 25.1: Uniforms.**

842 Unit members shall wear uniforms as determined by the Chief. When a uniform is
843 required, no other clothing except underwear shall be worn without permission of the
844 Chief. The City agrees to provide all unit members with two (2) sets of uniforms.

845 **Section 25.2: Initial Issue.**

846 The Department shall determine and provide the clothing, footwear, and other
847 related items that make up the uniform. The footwear allowance shall be \$100 per
848 issued pair of footwear per year, per unit member. The City shall provide each officer
849 with an approved bullet resistant vest.

850 **Section 25.3: Replacement.**

851 A. Uniform replacement will be provided by the City, at no cost to the
852 member, where in the opinion of the City, the uniform should be replaced.

853 **Section 25.4: Maintenance.**

854 Unit members shall be responsible for maintenance of the Uniform and all items
855 issued to them for their use by the City, and shall come to work in clean, neat and
856 undamaged uniforms and other clothes.

857 **Section 25.5: Clothing Allowance.**

858 Unit members assigned as Detectives in CID shall receive a clothing allowance
859 in the amount of \$600 net per year to be paid \$300 on October and \$300 on April 1. Unit
860 members transferring into CID shall be given their first \$300 upon transfer. Unit
861 members shall be issued and maintain one class A uniform to include one short sleeve
862 shirt and one long sleeve shirt.

863

864

865 **Article 26**

866 **OFF-DUTY Details**

867 **26. 1 – General**

868 Off-duty employment per Florida Statute 30.2905 shall be administered and
869 regulated in accordance with Tavares Police Department's rules, regulations and
870 policies.

871 **26. 2 – Minimum Rates**

872 When off-duty officers are requested by outside entities, the minimum hourly rate
873 paid to the member by the City will be at least \$30.00 an hour and on observed holidays
874 at least \$40.00 an hour.

875 **26. 3 – Holiday Pay**

876 The minimum hourly rate paid off-duty employees providing services for outside
877 entities for the following nine (9) holidays shall be forty dollars (\$40.00) per hour: 1) New
878 Year's Day; 2) Memorial Day; 3) Easter 4) Independence Day; 5) Labor Day; 6)
879 Thanksgiving Day; 7) Christmas Eve; 8) Christmas Day; and 9) New Year's Eve.

880 **26.4 – Availability**

881 All Off-Duty details shall be first made available to bargaining unit members.

882

883

884 **ARTICLE 27**

PENSION AND RETIREMENT

885 27.1 The City shall maintain the current Tavares Police Officers' Pension Trust Fund as
886 currently exists as codified in City Ordinance Chapter 15, Pensions and Retirement,
887 Article IV, of the Code of Ordinances of the City of Tavares. Upon ratification and
888 approval of this Agreement by the parties, all substantive changes to the Pension Trust
889 Fund shall be as a result of the collective bargaining process, unless required by State
890 Statutes.

891 27.2 The bargaining unit members shall contribute 12.80% of their salary into the
892 Pension Trust Fund.

893

894

895

896 **ARTICLE 28:** **PATROL MINIMUM MANNING**

897

898 28.1 For the safety and protection of the Citizens of Tavares and of the officers in the
899 Police Department, a minimum manning for Patrol shall be established.

900

901 28.2 There shall be no less than three (3) officers assigned and available working
902 each shift that are primary designated to respond to calls. In the event that the total
903 drops below the minimum manning in any one shift, the Police Administration shall take
904 the necessary steps to temporarily assign another law enforcement officer to the shift to
905 bring up the minimum required level.

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916 **Article 29**

PROMOTIONS

917

918 29.1 This Article will establish the competitive rank of Corporal. All those unit
919 members who currently hold the rank of corporal will revert back to the classification of
920 Police Officer with no loss of pay or benefits and with no stigma attached to the
921 reclassification. Said reclassifications shall be done simultaneously on the date that
922 officers are initially promoted to the competitive corporal rank.

923

924 29.2 The purpose of this Article is to establish a fair and impartial procedure for
925 selecting qualified bargaining unit members for the ranks of:

926 Corporal

927 Sergeant

928 29.3 **CORPORAL PROMOTIONAL QUALIFICATION**

929 :1. Must be a police officer with the Tavares Police Department for a period of three
930 (3) consecutive years; and

931 :2) Must not have had any sustained formal discipline within the last twelve (12)
932 months prior to the date of the examination.

933 29.3 **GENERAL PROMOTION PROCEDURES**

934 :1 The initial promotional examination for the Corporal rank shall be administered
935 after October 1, 2014. Testing cycles shall be determined by the Chief.

936 :2 The promotional process to advance to the rank of Corporal or Sergeant shall
937 be as follows:

938 A. The Chief or his designee shall determine the contents of all job related
939 examinations, tests, interviews, and the grading process.

940 B. The Chief will administer a job-related examination specifically for each rank,
941 predicated on the job duties as required by the Tavares Police Department.

942 C. The Tavares Police Department will provide to eligible unit members a study
943 guide from which the examination is taken and the date of the test in a reasonable
944 amount of time. Unit members will be notified of the phases of the promotional process
945 to be used, sources to be studied, and the weight of each phase of the process to
946 develop the final score, and the eligibility requirements to sit for the examination. The
947 department will utilize Standard and Associates National First and Second – Line
948 Supervisor Tests (NFLST & NSLST) for the written test and assessment center.

949 E. If an assessment center type of exercise(s) are utilized, the assessors shall be
950 from outside the Agency and be at least one rank above or equal to the rank being
951 tested for. All candidates will be informed prior to this portion of the test being
952 conducted as to how the assessment process works, the role of the assessors, the
953 grading system to be used and the elements that will be graded on.

954 F. After all phases of the process is complete the Chief shall publish a promotional
955 eligibility list. The list will remain valid for one (1) year from date of posting except

956 the provision in Section 29.6.

957 G. The eligibility list created shall be the only lists of candidates eligible for Corporal
958 and Sergeant promotions. Whenever possible eligible candidates will be authorized to
959 temporarily work a higher classification as authored in Article 24.

960

961 **29.4 SERGEANT PROMOTIONAL QUALIFICATIONS**

962 :1 Must be a police officer with the Tavares Police Department for a period of five
963 (5) consecutive years, and;

964 2. Must be a police officer with the Tavares Police Department for a period of four
965 (4) consecutive years and have been a corporal for more than one (1) year and;

966 :3. Must not have had any sustained formal discipline of a suspension or more within
967 the last **twelve (12)** months prior to the date of the examination.

968 **29.5 PROMOTIONAL SELECTION PROCESS**

969 :1 When making promotions, the Chief shall select from the top candidate
970 with the highest score. Upon his selection the candidate with the next highest score
971 shall move up in ranking.

972 :2 If a candidate turns down a promotion, he shall be placed last on the eligibility
973 list.

974 29.6 When a corporal or sergeant vacancy exists, the difference in time between
975 the vacancy and filling the position will be added to the eligibility list if the vacancy is not

976 filled, within thirty (30) days, provided a valid eligible candidate list exists.

977 29.7 PROMOTIONAL PROBATIONARY PERIOD

978 The promotional probationary period shall be twelve (12) months.

979 29.8 There shall be a minimum of four (4) corporal positions set aside in road patrol.

980

981 **ARTICLE 30:** **SAVINGS CLAUSE**

982

983 30.1 In the event that any provision of this Agreement should be rendered or declared
984 invalid by any court action or by reason of any existing or subsequently enacted
985 legislation, the remaining parts and/or provisions of this Agreement shall remain in full
986 force and effect.

987 30.2 Any provision or portion of this Agreement rendered invalid by the courts or
988 legislation shall require the parties to meet within a reasonable amount of time to
989 negotiate changes to the invalid provision(s).

990

991

992 **ARTICLE 31:** **DURATION**

993 This contract shall remain in full force and effect through midnight September 30,
994 2017, and shall automatically renew itself for periods of one (1) year unless either party
995 delivers to the other written notice of its intent to terminate or modify this contract not
996 less than ninety (90) calendar days before September 30, 2017, or not less than ninety
997 (90) calendar days prior to September 30 in any year of an automatic extension under
998 this Article.

999 In addition to Article 17 subject to be reopened in Fiscal year 2016-17, each party
1000 shall have the right to open one (1) other article in each of the remaining last two years.

1001 _____

1002 Florida Police Benevolent Assoc., Inc City Administrator

1003 _____

1004 Date: _____ Date: _____

1005 _____

1006 Name Police Chief

1007 Date: _____ Date: _____

1008 _____

1009 Name City Council Member

1010 Date: _____ Date: _____

1011 _____

1012 Name

Mayor

1013 Date: _____

Date: _____

PBA COLLECTIVE BARGAINING AGREEMENT GRIEVANCE FORM

Step 1 2 3 Class Action(circle appropriate step)

Employee's Name _____ Class Title _____
 Employee EID # _____ Department _____
 Business Address _____ Division _____
 _____ Unit _____
 Business Telephone _____ Bargaining Unit _____

NATURE OF GRIEVANCE
(involving interpretation or application of specific provisions of the Collective Bargaining Agreement)

DATE ACT OR CONDITION OCCURRED: _____ Day of _____, 20__.

ARTICLE and SECTION OF AGREEMENT: (which has allegedly been violated)

Remedy REQUESTED: _____

IS PBA REPRESENTATION DESIRED Yes No

If so, name of representative: _____

Representatives Business Telephone: _____

FOR Class Action GRIEVANCES ONLY - I have been designated by the following named employees to act as spokesperson and be responsible for processing the above grievance in their behalf:

SIGNED _____ Date Submitted _____

SUBMITTED TO: Name _____ Class Title _____
(If space is insufficient to write complete information, attach a separate sheet.)

Managements response: _____
 (Attached reason for Denial) _____

___ Grievance accepted in whole.
 ___ Grievance accepted in part.
 ___ Grievance rejected.

Managers Signature: _____
Date Delivered to Grievant: _____

**AGENDA SUMMARY
TAVARES CITY COUNCIL
SEPTEMBER 3, 2014**

AGENDA TAB NO. 12

SUBJECT TITLE: Naming Options for West End of Wooton Park

OBJECTIVE:

To select a direction on the process of naming options for the West End of Wooton Park.

SUMMARY:

By way of background, the citizens of Tavares voted to purchase and improve property located at the west end of Wooton Park. Subsequent to this vote the City Council began full implementation of the vote by purchasing the property, permitting the property, shoreline enhancements and doing the design which includes, expansion of the Tav-Lee Trail, a boat ramp, restrooms, fishing pier and open space. Design should be completed by the fall of 2014 with construction to begin in 2015.

When setting the goals for next fiscal year, Council member Smith recommended that Council consideration should be made on providing a distinct name for the "Wooton Park Expansion" area (as it has been commonly referred to as). Consensus by the Council was given to add this goal to the list of many other goals to accomplish next fiscal year.

Recently, the Mayor brought forth for Council discussion the consideration of naming this area the "Ratliff Memorial Park". The public weighed in on this (see attached minutes). After hearing the public comments Council directed staff to provide options to Council for a process to name the park and appointed Council Member Smith as a liaison to staff to develop the options. Below are some options for Council's consideration and a brief "discussion" follows each one for Council's benefit:

- A. Develop a Public contest by taking an advertisement out in the newspaper and inviting citizens to submit names. The Council could develop a panel to develop a short list of the names for the Council to choose from (about 5-10 names). The panel could be made up of a member from the Council, Historical Society, Chamber, businesses along Ruby Street and a citizen or two interested in being on the panel.

Discussion: This provides public input in the naming process but does not guarantee that the public is from Tavares or has a business in Tavares, just that the public made input. Eventually someone (or some group) does need to sort through the names and select one – in this case a two step process would be implemented with the Council making the final decision.

B. Have Council submit names, discuss them and vote on them.

Discussion: Where this would be expeditious, it would not provide much broad public input except for those who happen to be in attendance at the meeting at the time of the vote. The construction of the park will take the better part of a year so there is no rush to name it.

C. Develop an online Survey of sorts to “vote on a name”.

Discussion: “Survey Monkey” or another online survey platform could be developed by our Public Communications department to solicit names. Again, does not guarantee that the input is from Tavares.

D. Could get the local schools involved.

Discussion: This option would coincide with the “A” option but a separate outreach to the schools would be initiated.

E. Do not name this area separately and consider it a part of Wooton Park.

Discussion: The ballot language that voters voted on was to “... *acquire an addition to Wooton Park...*” (see attached full ballot language) and thus the argument could be made that the voters intended this to be a part of Wooton Park and no separate name was intended. If this option was chosen, people would refer to the new portion of the park as they do with the other venues in the park, and thus the west end venues of Wooton Park would carry the identifier “at Wooton Park”. For example, it is the Tavares Seaplane Base at Wooton Park, Wooton Wonderland at Wooton Park and the Tavares Pavilion at Wooton Park, therefore, over time, the west end would naturally evolve to, “the boat ramp at Wooton Park”, “the seaplane beach at Wooton Park,” “the sandy beach at Wooton Park,” “the volleyball courts at Wooton Park,” and so on and so forth.

The Tavares Historical Society has forwarded the attached letter recommending that the city Council adopt Option E.

OPTIONS:

1. Pick one of the five (5) options presented above and instruct staff to implement.
2. Add an additional option to those suggested above.

STAFF RECOMMENDATION: Pick one of the five (5) options identified and instruct staff to implement.

FISCAL IMPACT: None

LEGAL SUFFICIENCY: Legally sufficient.

Minutes

Regular Council Meeting – August 6, 2014

Page 5 of 11

1
2 Denise Laratta, Royal Harbor

3
4 Ms. Laratta said while she thinks the rental club is a good idea and it is a good business, the boat
5 slips should be more for residents. She said she would be more in favor if they would rent the
6 boats to the general public but since it is a requirement to be a member to rent the boats she did
7 not think they should get a discount.

8
9 **MOTION**

10
11 **Norman Hope moved to approve the agreement with Freedom Boat Club for dock rental,**
12 **seconded by Kirby Smith.**

13
14 **The motion carried unanimously 4-0.**

15
16 Mayor Wolfe asked if anyone in the audience opposed Tabs 5 and 6 on the Consent Agenda.

17
18 **MOTION**

19
20 **Norman Hope moved to approve Items 5 and 6 [Tab 5 – Edward Byrne Memorial Justice**
21 **Assistance Grant – Purchase of Equipment for Police Department and Tab 6 – Amendment**
22 **2 to State Revolving Fund Loan for Water Reuse Preconstruction Loan – Finalization],**
23 **seconded by Kirby Smith. The motion carried unanimously 4-0.**

24
25 **IX. ORDINANCES/RESOLUTIONS**

26
27 **Tab 12) Appointment to the Library Board**

28
29 Mayor Wolfe recommended the appointment of Mary Drees to the Library Board.

30
31 **Consensus of Council to approve the appointment.**

32
33 **X. GENERAL GOVERNMENT**

34
35 **Tab 13) Naming of Wooton Park Expansion Area**

36
37 Mayor Wolfe stated one of the City Administrator's goals established by the Council for
38 the coming year is to name the Wooton Park expansion property. He said that as a
39 memorial to Eddie Ratliff he wished to suggest that the name of Eddie Ratliff Memorial
40 Park be considered for that west section of the park. Mayor Wolfe noted several people
41 had signed up to speak on this issue.

42
43 **Council Discussion**

44
45 Councilmember Hope

46

1 Councilmember Hope said he when he had spoken to residents before he came on
2 Council on the proposal to acquire the property, it had been for the expansion of Wooton
3 Park in total. He said he did not see a need to separate it into two separate parks. In
4 addition, he noted at the funeral, the Fire Chief had stated there would be a memorial at
5 the new Public Safety Complex for employees who have died while in service to Tavares.

6
7 Councilmember Smith
8

9 Councilmember Smith noted the renaming of the park expansion had been one of his
10 goals with the intention to have a liaison from Council, city staff, and to have citizens'
11 input. He said he believed it needed to be a different name as Mr. Wooton had only
12 donated a small piece of land where the playground is located, whereas the acquisition of
13 the expanded area was from the citizens. He said this section therefore should have its
14 own identity.

15
16 Vice Mayor Pfister
17

18 Vice Mayor Pfister said she agreed with the division of the properties for better
19 identification. She said she would like to see a name selected that will go along with the
20 branding process and she did not wish to single out one employee from the others who
21 have passed away.

22
23 Audience to be Heard
24

25 Denise Laratta, Royal Harbor
26

27 Ms. Laratta said she believed Wooton Park is already a brand of Tavares and the
28 expansion means that it is an expansion of the Wooton Park waterfront.

29
30 Charlotte Hope
31

32 Ms. Hope indicated she agreed with Ms. Laratta's remarks.
33

34 Rick Gonzales – Property Owner
35

36 Mr. Gonzalez suggested "Wooton Park East" and "Wooton Park West", if another name
37 was needed. He discussed another possibility for a memorial park.
38

39 Mark Zinkrewicz
40

41 Mr. Zinkrewicz said he is new to Tavares and that he believes the park represents fun,
42 families and gathering. He suggests getting input from the public as well as local
43 businesses. He said he would not be opposed to something attached to Wooton Park's
44 name but getting feedback from the taxpayers would be a good idea.
45

46 Roger Kooser – AL's Landing
47

1 Mr. Kooser said he agreed with everyone who had spoken. He said there should be
2 consideration made in the naming of the park of its history; i.e. the 100 year history of the
3 Lake Region orange packing plant. He said his company has tried to be considerate of
4 that history.

5
6 Heather Graham – Owner of Boleros
7

8 Ms. Graham agreed with previous comments. She said she would like to see the
9 taxpayers input. She suggested a naming contest with a positive name. She said she
10 liked the idea of it having its own distinction, i.e. something “at” Wooton Park.

11
12 Bob Grenier – 681 Woodview Drive
13

14 Mr. Grenier thanked Mayor Wolfe for putting this issue on the agenda. He said he agreed
15 with previous comments. He said one of the popular things to do is to name rooms,
16 auditoriums, and galleries for individuals.

17
18 Council Discussion
19

20 Mayor Wolfe said he understood and respected the opinions that had been shared. He
21 asked Council if they still wished to keep the naming of the area as one of Mr. Drury's
22 goals.

23
24 Vice Mayor Pfister said this would be a good way to have a distinction for the
25 Entertainment District from Wooton Wonderland.

26
27 Mr. Drury suggested there are several ways for a community to name a park. He said he
28 could come back to Council with suggestions: (community contests, ads in the
29 newspapers, liaisons, create a committee, invite the business community, etc.). He said
30 Council could clarify whether they still wished to name the property, and then pick one of
31 the methods that communities utilize for naming a park.

32
33 Councilmember Smith said he agreed with Mr. Drury's suggestion. Vice Mayor Pfister
34 said the Historical Society should be involved. Councilmember Hope agreed with public
35 involvement on the name and whether they want it separated or not. Councilmember
36 Smith said he would like to be the Council liaison.

37
38 Mayor Wolfe thanked the audience members for their input and said that Council will
39 move forward with determining an option for the name of the expansion area that will be
40 discussed at a future meeting.

41
42 **Tab 14) Appointments to Florida League of Cities Legislative Policy Committee**
43

44 Mayor Wolfe stated the Florida League of Cities has asked for the City to make its
45 appointments to the various legislative policy committees which will begin to meet in
46 September in Orlando. He noted there are currently members from Council and from staff
47 on four committees. Councilmember Hope indicated he would be willing to continue to be

**OFFICIAL CITY OF TAVARES SPECIAL ELECTION SAMPLE
BALLOT**

**MARCH 6, 2012
BONDS FOR PURCHASE OF PUBLIC PARKLAND
WOOTON PARK AT LAKE DORA**

To protect water quality, preserve scenic views and improve public access to Lake Dora; acquire an addition to Wooton Park; construct waterfront improvements such as public boat ramp, restrooms, parking; and an extension of Tav-Lee Trail, shall the City issue bonds not exceeding \$3.3 million at an interest rate of not exceeding the legal maximum and maturing in 20 years or less, by levying ad valorem taxes in an amount sufficient to repay such bonds?

FOR BONDS

AGAINST BONDS

©

Nancy Barnett

From: Gbsmith643@aol.com
Sent: Tuesday, August 19, 2014 11:55 AM
To: Robert Wolfe; Bob Speaks; Lori Pfister; Norman Hope; John Drury; Kirby Smith
Subject: Naming of Wooton Park

I have been in touch with the Board and several have responded to me that they favor "option E" . I also favor option E. We hope that you would look favorable to this option since the area has been known as "Wooton Park" since 1949. It was donated to the city by the Wootons in 1948.

**Thank you,
Brenda Smith,
President, Historical Society of Tavares
The keeper of your City's history**

**AGENDA SUMMARY
TAVARES CITY COUNCIL
SEPTEMBER 3, 2014**

AGENDA TAB NO. 13

SUBJECT TITLE: Approval of Final Design Plans for the Wooton Park Expansion Project

OBJECTIVE:

To consider approval of the Final Design Plans for the Wooton Park Expansion Project.

SUMMARY:

The Wooton Park Expansion project was broken up into two (2) design phases as follows: Conceptual Design and Final Design services. Phase II Final Design Services was to develop a set of biddable engineered plans and specifications that incorporates City Council's approved concept plans as well as all of the DEP permit conditions.

On March 19, 2014, City Council authorized the Phase II Design work for the project.

On January 16, 2013, Council reviewed the Conceptual Plan for the project. Concerns were expressed regarding seaplane use of the new boat ramp and "open space" area and the amount of land devoted to "open space" multiple use areas.

It was responded that the plan is to limit the seaplane use of the new boat ramp and "open space" areas to the two City controlled seaplane fly-ins in October and April. At all other times seaplanes would use the current seaplane ramp and parking area adjacent to the Prop Shop and fueling areas.

It should also be noted that based on the current proposed plan there is an estimated 2.6 acres of "open space" area which amounts to almost 80% of the Wooton Park expansion area.

The currently proposed design plans include a new triple wide boat ramp with 20 plus boat paved parking spaces. a new restroom building adjacent to the parking area, the extension of the TAV-LEE Trail from the current Wooton Park through the expansion property and up Sinclair Avenue to Main Street, a gazebo/observation deck and fishing pier, and other related amenities such as benches, landscaping and lighting along the TAV-LEE Trail.

The proposed plan includes all of the items promised to the electorate during the bond referendum election.

OPTIONS:

1. That Council moves to review and approve the Final Design Plans for the Wooton Park Expansion Project.
2. The Council moves not to approve the above recommendation.

STAFF RECOMMENDATION:

That Council moves to approve the Final Design Plans for the Wooton Park Expansion Project.

FISCAL IMPACT: It is estimated that sufficient funds in the Wooton Park Expansion Project are available to complete the project as designed.

LEGAL SUFFICIENCY: Legally sufficient.

**AGENDA SUMMARY
TAVARES CITY COUNCIL
SEPTEMBER 3, 2014**

AGENDA TAB NO. 14

SUBJECT TITLE: City Administrator Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY: Will be presented at meeting

UPCOMING MEETINGS: (check with Susie Novack for any last minute changes)

- City Council Regular Meeting & Public Hearing to Adopt Final Millage Rate & Final Budget for Fiscal Year 2014-2015 (Meeting at 4:00 p.m. and Public Hearing at 5:05 p.m. – September 17, 2014)
- Code Enforcement Special Magistrate Hearing – September 23, 2014 – 5:30 p.m.
- Lake County League of Cities Meeting – September 12, 2014; 12:00 p.m. Elks Lodge, Tavares
- Lake Sumter MPO Board – September 24, 2014 – 2:00 p.m. - MPO Board Room, Leesburg
- Library Board –September 17, 2014 - Library Conference Room – 2:00 p.m.
- Planning & Zoning Board – September 25, 2014 – City Council Chambers – 3:00 p.m.

OTHER EVENTS

Hydrocross Water Racing – September 6 and 7, 2014

Rifles, Rails & History – September 26-28

Pavilion on the Lake Grand Opening – October 11, 2014 – 4:30 to 10:30 pm

Close Your Eyes Event at Tavares City Hall Flagpole – October 15, 2014 - New Visions – 9:30 am to 10:30 am

Monster Splash – October 25

Howl o Fest – October 24-25

Z-Fest – November 15, 2014

Christmas Parade & Celebration – December 6

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**AGENDA SUMMARY
TAVARES CITY COUNCIL
SEPTEMBER 3, 2014**

AGENDA TAB NO. 15

SUBJECT TITLE: City Councilmembers Report

OBJECTIVE:

To inform Council on city related matters.

SUMMARY:

Council will be offered an opportunity to provide a report at the meeting.

OPTIONS:

N/A

STAFF RECOMMENDATION:

N/A

FISCAL IMPACT:

N/A

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