

TEAMSTERS LOCAL UNION 385

AND

TOWN OF PONCE INLET

COLLECTIVE BARGAINING AGREEMENT

FY 2016-17 to FY 2018-19

PREAMBLE

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This Agreement is entered into by and between the Town of Ponce Inlet, hereafter referred to

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as the “Town” and Teamsters Local Union 385, hereafter referred to as the “Union.”

1 **ARTICLE 1**

2 **RECOGNITION**

3 1. The Town recognizes the Union as the exclusive bargaining agent for all Town
4 employees in the following job classifications:

5 INCLUDED: All full time sworn law enforcement in the classifications of law
6 enforcement officer, corporal, and sergeant, employed by the Town of Ponce Inlet.

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8 EXCLUDED: All other employees of the Town of Ponce Inlet, including the chief of
9 police, lieutenant, and civilian Police Department personnel.

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11 2. The Union recognizes that the Town Manager and his/her designees are the collective
12 bargaining representatives for the Town. The Union further recognizes its obligation to bargain
13 solely and exclusively with the Town Manager and/or his/her designees, and to refrain from any
14 direct negotiations with the legislative body of the Town (Town Council) or any of its members
15 regarding work-related issues.

1 **ARTICLE 3**

2 **BULLETIN BOARDS**

3 1. The Town shall furnish the Union with space for a bulletin board of a size agreed
4 upon by Police Chief or his/her designee and authorized Union representative in the Break Room.

5 2. The Union shall provide glass-enclosed and lockable bulletin board for the
6 aforementioned location. The Union shall utilize the bulletin boards only to post the following:

7 A. Notice of Union Meetings.

8 B. Notice of Union elections and Union election results.

9 C. Copies of the Union's Constitution and By-laws and Amendments thereto.

10 D. Notice of recreational and social affairs of the Union.

11 E. Copy of this Agreement.

12 F. Notices of dues (changes).

13 G. Names of Local Union officials (and changes thereto).

14 H. Local Union and International Union newsletter (i.e., monthly, quarterly,
15 annual, or special publication).

16 I. Minutes of Union meetings.

17 3. All materials placed upon the bulletin boards by the Union will be on official Union
18 letterhead and signed by the Union Chief Steward or his/her designee. Under no circumstances shall
19 the Union post any notice containing material of a political nature or material tending to directly or
20 indirectly disparage or demean the Town or any of its elected or appointed officials or employees.

1 The Police Chief or his/her designee shall be furnished with a copy of any material to simultaneous
2 to its posting. Anything not posted in accordance with this Article may be removed by Police Chief
3 or his/her designee or authorized Union representative.

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1 **ARTICLE 4**

2 **MANAGEMENT RIGHTS**

3 1. Provided there is no express conflict with this Agreement, the Town has the sole and
4 exclusive right to manage and direct any and all of its operations. Accordingly, the Town
5 specifically, but not by way of limitation, reserves the sole and exclusive right to:

- 6 A. Determine the purpose and organizational structure of the Law Enforcement Service;
- 7 B. Exercise control and discretion over the organization and efficiency of operations of
8 the Law Enforcement Service;
- 9 C. Set minimum performance standards for service to be offered to the public;
- 10 D. Change, modify or alter the composition and size of the work force, including the
11 right to relieve employees from duties because of lack of work, funds, or other
12 legitimate reasons which could arise;
- 13 E. Determine the location, methods, means and personnel by which operations are to be
14 conducted;
- 15 F. Change, formulate, or modify duties, tasks, responsibilities or job descriptions, so
16 long as the duties, tasks, and/or responsibilities remain within the generic scope of
17 Law Enforcement Service;
- 18 G. Change or modify the number, and types, and grades of positions or employees
19 assigned to an organization, unit, division, department, or project;
- 20 H. Decide the scope of the service;

- 1 I. Hire, examine, classify and/or otherwise determine the criteria and standards of
2 selection for initial employment;
- 3 J. Determine the number and types of positions as well as the number and types of
4 positions in each classification, grade, step or designation in any plan which is or may
5 be developed by the Town;
- 6 K. Lay off and/or relieve employees from duty due to lack of work or lack of funding or
7 any other legitimate reason;
- 8 L. Transfer employees from location to location, shift to shift, and/or assignment to
9 assignment as deemed to be in the best interest of the Town by the Police Chief, or
10 his/her designee;
- 11 M. Determine the allocation and content of job classifications; and determine all training
12 parameters for all Town positions, including persons to be trained and the nature,
13 extent and frequency of training;
- 14 N. Formulate and/or amend job descriptions consistent with this Agreement;
- 15 O. Merge, consolidate, expand, curtail, transfer, or discontinue operations, temporarily
16 or permanently, in whole or in part, whenever the sole discretion of the Town's good
17 business judgment makes such curtailment or discontinuance advisable;
- 18 P. Contract and/or subcontract any existing or future work for legitimate reasons;
- 19 Q. Create, expand, reduce, alter, combine, assign, or cease any job;

- 1 R. Determine whether and to what extent the work required in its operation shall be
2 performed by employees covered under this Agreement;
- 3 S. Control the use of equipment and property of the Town and determine the number
4 and classifications of employees assigned to any shift, station or piece of equipment;
- 5 T. Determine the maintenance procedures, materials, facilities, and equipment to be
6 used, and introduce new or improved services, maintenance procedures, materials,
7 facilities and equipment;
- 8 U. Take whatever action may be necessary to carry out the mission and responsibility of
9 the Town in emergency situations;
- 10 V. Maintain the efficiency of the operations of the Department.

11 2. If the Town fails to exercise any one or more of the above functions from time to
12 time, this will not be deemed a waiver of the Town's right to exercise any or all of such functions.
13 Nothing herein shall either by reference or omission be considered a waiver of any rights and/or
14 prerogatives as determined by the Public Employees Relations Commission, and the state and federal
15 courts of competent jurisdiction.

16 3. If it is determined that civil emergency conditions exist, such as riots, civil disorders,
17 hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by
18 the Town Manager or his/her designee during the time of the declared emergency, provided that the
19 Union is notified as soon as is practical, and further provided that wage rates and monetary fringe
20 benefits shall not be suspended.

1 4. Nothing contained in this Article shall be construed to waive the Union's right to
2 engage in impact bargaining as to the exercise of any of the management rights enumerated above
3 where Florida law requires such bargaining. Where such impact bargaining is requested by the
4 Union and is required by Florida law, the parties shall meet promptly to attempt to resolve the impact
5 item.

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1 **ARTICLE 5**

2 **GRIEVANCE AND ARBITRATION PROCEDURES**

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

7 2. A grievance is defined as a dispute regarding the interpretation or application of an
8 express provision of this Agreement. As such, grievances are limited to claims which are dependent
9 for resolution exclusively upon interpretation or application of one or more express provisions of this
10 Agreement. No grievance will or need be entertained or processed which does not meet this
11 definition, is not presented in the manner described herein, and/or is not filed in a manner provided
12 herein within the time limit prescribed herein. A grievance may be filed by a bargaining unit
13 employee or the Union. In either case, the procedure to be followed will be the same. The grievant
14 (whether it be the Union or an individual employee) and management may agree to waive Step One
15 in any grievance.

16 3. Grievances will be processed in the following manner and strictly in accordance with
17 the following stated time limits:

1 STEP ONE: An aggrieved employee or the Union shall present in writing the
2 grievance to the Lieutenant within ten (10) calendar days of when the aggrieved
3 employee or the Union knew or should have known of the occurrence of the event(s)
4 which gave rise to the grievance. (Knowledge by the employee shall be considered
5 knowledge by the Union.) The grievance shall be filed on the prescribed grievance
6 forms developed jointly by the Town and the Union which shall be standard forms
7 used throughout the grievance procedure. The grievance shall be signed by the
8 employee and shall state: (a) the date of the alleged events which gave rise to the
9 grievance; (b) the specific Article or Articles and paragraphs of this Agreement
10 allegedly violated; (c) a statement of fact pertaining to or giving rise to the alleged
11 grievance; and (d) the specific relief requested. The Lieutenant or his/her designee
12 shall, within ten (10) calendar days after presentation of the grievance, render his/her
13 decision on the grievance in writing.

14 STEP TWO: Any grievance which cannot be satisfactorily settled at STEP
15 ONE shall then be taken up by the Police Chief. The grievance, as specified in
16 writing within STEP ONE above, shall be filed with the Police Chief within ten (10)
17 calendar days after the due date for the response in STEP ONE above. The Police
18 Chief or his designee shall discuss the grievance with the grievant (whether it be an
19 individual employee or the Union) and shall, within ten (10) calendar days after said
20 discussion, render his/her decision on the grievance in writing.

1 STEP THREE: Any grievance which cannot be satisfactorily settled in STEP
2 TWO above shall then be taken up with the Town Manager. The grievance, as
3 specified in writing at STEP TWO above shall be filed with the Town Manager
4 within ten (10) calendar days after the due date for the Police Chief's response in
5 STEP TWO above. The Town Manager or his/her designee shall discuss the
6 grievance with the grievant (whether it be an individual employee or the Union) and
7 shall, within ten (10) calendar days after said discussion, render his/her decision on
8 the grievance in writing.

9 4. If the grievant (whether it be the Union or an individual employee) is not satisfied
10 with the Town Manager's decision in STEP THREE above, the Union, on its own behalf or on
11 behalf of the individual employee may request arbitration by hand delivery or by certified or
12 registered mail of a written notice to the Town Manager within fourteen (14) calendar days of receipt
13 of the Town Manager's decision. Said written notice of arbitration shall include a written statement
14 of the position of the Union with respect to the issues upon which arbitration is sought. Under no
15 circumstances shall the issues to be arbitrated be expanded from the issues set forth in the original
16 grievance filed in STEP ONE of the grievance procedure.

17 5. Within ten (10) calendar days from the delivery of such notice of arbitration, the party
18 requesting arbitration shall request a list of nine (9) qualified arbitrators who have a residence within
19 the State of Florida from the Federal Mediation and Conciliation Service. The party requesting
20 arbitration will strike an initial name from the list of arbitrators, with the parties thereafter alternately

1 eliminating, one at a time, from said list of names, persons not acceptable, until only one (1) remains,
2 and this person will be the arbitrator.

3 6. As promptly as possible after the arbitrator has been selected, he or she shall conduct
4 a hearing between the parties and consider the grievance. The decision of the arbitrator will be
5 served upon the individual employee or employees involved, the Town and the Union, in writing. It
6 shall be the obligation of the arbitrator to make his/her best effort to rule within thirty (30) calendar
7 days after the hearing. The expenses of the arbitration, including the fee and expenses of the
8 arbitrator, shall be split by the parties. Any party desiring a transcript of the hearing shall bear the
9 cost of such transcript unless both parties mutually agree to share the cost. Each party shall bear the
10 expense of its own witnesses and of its own representatives, including attorneys, for purposes of the
11 arbitration hearing.

12 7. The arbitrator shall confine his/her consideration and determination to the written
13 grievance presented in STEP ONE of the grievance procedure. The arbitrator shall have no authority
14 to substitute his/her judgment for that of management in any area identified in this Agreement or by
15 law as a management right, and/or change, amend, add to, subtract from, or otherwise alter or
16 supplement this Agreement or any part thereof or amended thereto. The arbitrator shall have no
17 authority to consider or rule upon any matter which is stated in this Agreement not to be subject to
18 arbitration or is not a grievance as defined in this Agreement.

19 8. The arbitrator may not issue declaratory opinions and shall confine himself or herself
20 exclusively to the question which is presented to him or her, which question must be actual and

1 existing. The decision of the arbitrator shall be binding, subject to any appeal or review rights.
2 Either party shall be entitled to seek review of the arbitrator's decision in Circuit Court. The parties
3 agree that the standard review of the arbitrator's decision shall be whether the arbitrator had clear and
4 convincing evidence to establish a violation of this Agreement.

5 9. No decision of any arbitrator or the Town in any one case shall create a basis for
6 retroactive adjustment in any other cases. All claims for back wages shall be limited to the amount
7 of lost wages less any employment compensation and/or interim earnings that he/she may or might
8 have received during the period involved.

9 10. It is agreed with respect to this grievance and arbitration procedure that:

10 A. It is the intent of the parties that a grievance must be raised at the earliest possible
11 time. Any grievance, in order to be entertained and processed, must be submitted in a
12 timely manner by the grievant (whether the grievant be the Union or an individual
13 employee).

14 B. Grievances not submitted by the grievant in a timely manner shall be conclusively
15 barred on the merits following the expiration of the prescribed time limit. Such a
16 time-barred grievance need not be entertained or processed, and only facts disputed
17 as to the timing will be subject to any arbitration resulting from the matter. A
18 grievance which is, for any reason, not the subject of a timely response by the Town
19 or by the Department shall be deemed denied at that step and the grievant may

1 proceed to the next step. The failure to proceed on a timely basis to the next step
2 shall bar the grievance.

3 C. In all cases requiring the aggrieved employee or the Union to timely present or
4 advance a grievance to a designated Town official, hand delivery during the hours of
5 8:00 a.m. until 4:30 p.m., Monday through Friday, except holidays hereunder, to the
6 office of that official shall required for compliance with prescribed time limits if the
7 designated official is not personally available for service.

8 11. Bargaining unit employees may not avail themselves of the grievance procedure set
9 forth in the Town's Policies and Procedures with respect to any matter expressly covered by this
10 Agreement. Bargaining unit employees may avail themselves of the grievance procedure set forth in
11 the Town's Policies and Procedures with respect to any matters covered therein which are not
12 expressly covered by this Agreement, such as discipline.

13 12. The filing of a lawsuit or an administrative charge/complaint shall bar the filing of a
14 grievance, and/or operate as an automatic withdrawal of a previously filed grievance, arising out of
15 the same operative facts as the lawsuit or the administrative charge/complaint.

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1 **ARTICLE 6**

2 **RULES AND REGULATIONS**

3 1. The employees covered hereunder shall comply with all rules, regulations, policies,
4 procedures and operating bulletins of the Town, the Department and the Division, and any
5 amendments thereto.

6 2. Should the Town, the Department, or the Division amend or modify any of the
7 aforesaid rules, regulations, policies, or procedures, a courtesy copy of any such new (or amended)
8 rule, regulation, policy, procedure, or operating bulletin shall be mailed, e-mailed, or delivered to the
9 Union's employee representative within the Police Department at least ten (10) business days prior to
10 implementation. Nothing herein shall restrict the Town, the Department, or the Division from
11 implementing any new (or amended) rule, regulation, policy, procedure, or operating bulletin prior to
12 the expiration of ten (10) days if operational necessity requires such earlier implementation.

13 3. Prior to their effective date, new (or amended) rules, regulations, policies, procedures,
14 or operating bulletins shall be disseminated to the bargaining unit employees via electronic mail,
15 telecommunication, station briefing, bulletin board posting, personal distribution, or any other
16 appropriate means. Bargaining unit employees shall be required to acknowledge receipt of
17 dissemination either in writing or through an email read receipt; employees who fail to do so without
18 valid justification within two of their actual working days will be subject to discipline. The
19 Department shall also provide any training it deems necessary for understanding or compliance of the
20 new (or amended) rules, regulations, policies, procedures, or operating bulletins prior to their

1 effective date.

2 4. No disciplinary action will be taken for a violation of a new (or amended) rule,
3 regulation, policy, procedure, or operating bulletin until and unless it has been disseminated to the
4 employee, and the employee has received any training deemed necessary by the Department for
5 understanding and compliance. For the purpose of this Article, dissemination of such new (or
6 amended) rule, regulation, policy, procedure, or operating bulletin shall be via electronic mail,
7 telecommunication, station briefing, bulletin board posting, personal distribution, or any other
8 appropriate means.

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1 **ARTICLE 7**

2 **UNION BUSINESS**

3 1. Nothing contained in this Collective Bargaining Agreement shall preclude any
4 employee covered by this Agreement from pursuing any right or remedy available under this
5 Agreement without representation of the Union. Further, nothing contained in this Agreement shall
6 preclude any employee from discussing a problem directly with his/her immediate non-bargaining
7 unit supervisor or any other Departmental official without the intervention of the Union; provided,
8 however, that such non-bargaining unit supervisor or other Departmental official is agreeable to
9 having such discussion. Any resolution made by an employee covered hereunder with his/her non-
10 bargaining unit supervisor shall not set a precedent for the settlement of any other disagreement
11 involving the same or other employees.

12 2. The Town shall recognize the Chief Steward and Assistant Stewards selected by the
13 Union to occupy those positions. A written list of the Union Stewards shall be furnished to the
14 Human Resources Manager and the Department Head prior to the effective date of the Union
15 Stewards assuming their duties. Prompt written notification of changes in the Union Stewards shall
16 be provided to the Human Resources Director and the Department Head. No Union Steward will be
17 recognized by the Town unless such written notification was presented prior to such Union Steward
18 assuming his/her duties.

19 3. Upon mutual agreement of the parties, Union/Management meetings shall be
20 conducted to discuss matters of interest. The party seeking the Union/Management meeting shall

1 provide a written request for a Union/Management meeting stating the nature of the matters to be
2 discussed and the reason(s) for requesting the meeting. The party receiving the request shall respond
3 to the request within ten (10) calendar days of receipt of the request. Any agreed-to
4 Union/Management meeting shall be limited to those matters set forth in the written request, and
5 shall not be used to renegotiate this Agreement.

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1 **ARTICLE 8**

2 **HOURS OF WORK AND OVERTIME**

3 1. Bargaining unit employees will be assigned to work twelve (12) hour shifts in
4 accordance with the shift schedules existing as of the effective date of this Agreement.

5 2. Each squad shall rotate from Day Shift to Night Shift or vice-versa every four months,
6 allowing for a one-week transition period.

7 3. The Town shall use a 14 consecutive day work period, as allowed by Section 7(k) of
8 the Fair Labor Standards Act, 29 U.S.C. §207(k), and regulations in effect thereunder, for the
9 purposes of calculating overtime. Employees will be compensated at one-and-one-half times their
10 regular rate for any actual hours worked in the 14 consecutive day work period in excess of eighty-
11 four (84) hours. No paid hours not actually worked, except for scheduled and approved personal
12 leave, shall be counted as hours worked for purposes of calculating and paying overtime
13 compensation.

14 4. Officers assigned to the same division may exchange work hours so long as such
15 exchange does not cause either officer to be paid overtime, and subject to the approval of the
16 Lieutenant or his designee. Officers seeking to exchange work hours will make a written request for
17 approval to the Lieutenant or his designee. The exchange must be completed by both parties within
18 the same pay period. Such exchange must normally occur between officers of similar rank or
19 supervisory responsibility.

1 5. The Department shall have the right to use paid Reserve Officers to cover a full or
2 partial shift vacancy in lieu of mandating bargaining unit employees to cover the vacancy; provided
3 that the Department offer the vacancy to all available bargaining unit employees prior to using paid
4 Reserve Officers.

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ARTICLE 9

HOLIDAYS

1. Bargaining unit employees who work on a Town-recognized holiday will be compensated at one and one-half times their normal hourly rate for all hours actually worked on the holiday; provided, however, that when a holiday falls on a weekend, members whose shift begins on the actual holiday, and not those whose shift begins on the Town’s designated holiday day, will be compensated as above. Holiday pay shall be provided to bargaining unit employees in accordance with existing practice.

1 **ARTICLE 10**

2 **WAGES**

3 1. Bargaining unit employees will be subject to the existing pay ranges for their job
4 classifications. Nothing herein shall prohibit the Town from hiring employees above the minimum
5 of the pay range should the need arise.

6 2. For Fiscal Year 2016-17, effective November 16, 2016, the bargaining unit employees
7 will receive wage increases in accordance with the agreed-upon Compensation Study implementation
8 plan.

9 3. For Fiscal Year 2017-18, the bargaining unit employees will receive the same merit
10 and/or across-the-board wage increases, if any, as the Town-wide wage increases provided to all
11 other Town employees.

12 4. For Fiscal Year 2018-19, the bargaining unit employees will receive the same merit
13 and/or across-the-board wage increases, if any, as the Town-wide wage increases provided to all
14 other Town employees.

15 5. Wage increases for any Fiscal Year after Fiscal Year 2018-19 shall be determined
16 through the collective bargaining process.

17 6. Bargaining unit employees assigned to work between the hours of 5:00 p.m. and 6:00
18 a.m. will receive shift differential increase on hourly salary of fifty cents (\$.50) for each hour worked
19 during the stated hours. This shift differential will not be included in any leave pay or payout.

1 7. Bargaining unit employees assigned as Field Training Officers will receive additional
2 compensation increase of one dollar (\$1.00) in hourly salary for each hour in which the Officer is
3 actually engaged in training. This compensation will not be included in any leave pay or payout.
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1 **ARTICLE 11**

2 **TRANSFERS AND REASSIGNMENTS**

3 1. Except as otherwise provided in this Agreement, transfers and reassignments shall
4 be within the discretion of management.

5 2. As approved by the Lieutenant or his designee, mutual consent transfers shall be
6 allowed for individual shifts assignments, provided operational needs are met in the transfer.

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1 **ARTICLE 12**

2 **UNIFORMS AND EQUIPMENT**

3 1. Uniforms will be supplied or replaced as needed upon the approval of the Police
4 Chief or his/her designee.

5 2. Upon termination of an employee, the uniforms and equipment issued will be
6 surrendered by the employee in like condition as when issued, reasonable wear and tear expected.

7 3. In the event an employee is transferred or leaves the Department, he/she shall return
8 all uniforms and equipment to the Department as a condition precedent to final receipt of pay.

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1 **ARTICLE 13**

2 **REPLACEMENT OF PERSONAL PROPERTY**

3 1. Replacement of lost or damaged personal property shall normally be the responsibility
4 of the employee. However, the Police Chief, in his/her discretion, may authorize replacement of (or
5 reimbursement for) eyeglasses, contact lenses, or wrist watches which are damaged as a result of an
6 employee being involved in an unavoidable incident (e.g. physical altercation) in the line of duty.
7 The employee making the request for replacement of (or reimbursement for) damaged or lost
8 property must provide a detailed report describing the incident from which the damage or loss
9 resulted and the cause of the damage or loss. The employee must also provide a certified estimate of
10 the cost of repair or replacement of the damaged or lost property. Reimbursement for damaged
11 eyeglasses or contact lenses shall be addressed on a case-by-case basis. All other property may be
12 reimbursed up to the maximum amount of \$150, at the discretion of the Police Chief.

13 2. Effective Fiscal Year 2017-18, bargaining unit employees shall be reimbursed up to
14 \$100 each fiscal year for the purchase of Department-approved work footwear. To be eligible for
15 reimbursement, the employee must provide a receipt for the purchase.

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1 **ARTICLE 14**

2 **UNION TIME POOL**

3 Bargaining unit employees, Union Officers, and Union representatives shall be paid by the
4 Town only when they perform assigned law enforcement duties and/or work directed by the Town.
5 To the extent that these employees wish to perform Union duties (such as negotiations, grievance
6 processing, attending Union conventions, etc.) during their normal work schedules, they may utilize
7 Union Time Pool, personal leave or shift exchanges; provided, however, that they comply with the
8 rules otherwise applicable to such leave and shift exchanges.

9 2. The Town agrees to establish a Union Time Pool as set forth below. The Union Time
10 Pool is to be used only by the Union's executive board for the purpose of attending conferences,
11 seminars, Union meetings, conventions, and other union business as deemed necessary by the Chief
12 Steward. Union pool time shall not be used for political activities.

13 3. The Time Pool shall require the donation by bargaining unit employees of five (5)
14 personal leave hours by each bargaining unit employee initially to establish the pool. Subsequent
15 donations shall be required only to maintain the pool at the established level of 45 hours, when those
16 hours drop to 20 hours or below, and shall be deducted in equal amounts from each bargaining unit
17 employee's personal leave account. If any bargaining unit employee does not have enough hours in
18 his/her personal leave account for the required donation, the replenishment will be delayed until the
19 employee has accrued enough hours to donate the required amount. New bargaining unit employees

1 will not be assessed until the first reassessment period following their becoming a bargaining unit
2 employee.

3 4. When time is required for the above mentioned purposes, the Chief Steward shall
4 submit to the Police Chief or his/her designee the required form specifying the number of hours
5 needed. Use of time from the Pool will be subject to the approval of the Police Chief or his/her
6 designee.

7 5. The Chief Steward will submit a letter to the Police Chief or his designee to replenish
8 time pool hours as needed to maintain established levels.

9 6. Bargaining unit members shall have the option of donating more than the five (5)
10 hours of mandatory time required by this Article.

11 7. If the use of Union Time Pool hours necessitates the use of overtime, then those hours
12 required will be deducted from the pool by the Town at the overtime rate of 1.5.

13 8. Time pool hours shall not be considered hours worked for purposes of overtime.
14 Employees will not accrue leave while on Union Pool time.

15 9. Any injury incurred by a bargaining unit employee whose time is being paid for by the
16 Union Time Pool, or while engaged in activities paid for by the Union Time Pool, shall not be a
17 considered line of duty injury, nor shall such injury be considered to have been incurred in the course
18 and scope of employment by the Town within the meaning of Chapter 440, Florida Statutes, as
19 amended.

1 10. The Union agrees to indemnify and hold harmless the Town, its agents, employees
2 and officials from and against any claims, demands, damages or causes of action (excluding claims
3 based on clerical or accounting errors caused by Town negligence), or any nature whatsoever,
4 asserted by any person, firm or entity, based on or relating to any deduction required or undertaken
5 under this Article, and agrees to defend at its sole expense any such claims against the Town or its
6 agents, employees or officials. The term officials as used herein include elected or appointed
7 officials.

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ARTICLE 15
INSURANCE

The Town shall provide insurance benefits for all bargaining unit employees in the same manner, including benefit levels and contributions, as all other Town employees. The Town shall also provide any additional insurance required by Florida law.

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ARTICLE 16

PENSIONS

1. Bargaining unit employees shall continue to participate in and be subject to the provisions of the Florida State Retirement System as is now applicable or as it may hereafter be amended.

1 **ARTICLE 17**

2 **EMPLOYEE LEAVE AND BENEFITS**

3 1. Except as expressly set forth in this Agreement, bargaining unit employees shall be
4 provided leave and other benefits in accordance with the Town's and Police Department's applicable
5 policies and any amendments thereto.

6 2. An employee whose Personal Leave exceeds two-hundred forty (240) hours on
7 September 30 of each year may sell back to the Town up to sixty (60) of those hours for which the
8 member will receive payment at the member's base rate of pay in November, of the same year.
9 Beginning November 2017, the sell back amount shall be increased to eighty (80) hours. The
10 employee must notify the Town of his/her intent to sell back hours on or before June 1, of the year in
11 which the employee desires to sell back personal leave. Such sell back shall be otherwise subject to
12 the applicable Town policies and amendments thereto.

13 3. Bereavement leave, not to exceed three (3) days, may be granted to arrange for and/or
14 attend funeral services in the event of death(s) in the immediate family as defined under Town
15 policy. Should out-of-town travel be required, up to two (2) additional days may be authorized by
16 the Chief of Police. The Chief of Police may require, where he deems warranted, documentation in
17 support of the request for bereavement leave as a condition for approval of the leave.

18 4. If bargaining unit employees are called back into work or are required to appear in
19 court as part of their law enforcement duties at a time outside of their normally scheduled shift, they

1 will receive a minimum of three (3) hours pay at their straight or overtime rate, whichever is
2 applicable.
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1 **ARTICLE 18**

2 **PROBATIONARY PERIOD**

3 1. Newly hired bargaining unit employees shall be on probation for 12 months (365
4 days) from the date that they attain full-time status. The Town may, at its sole discretion, terminate
5 the employment of a probationary employee at any time for any reason during the probationary
6 period. Probationary employees shall not have recourse to the grievance and arbitration procedures
7 herein.

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ARTICLE 19

EMPLOYEE TESTING

1. Bargaining unit employees will be subject to drug testing utilizing the procedures set forth in the Town’s Drug Free Workplace Policy, and any amendments thereto.

2. The Town maintains the right to require any bargaining unit employee, at Town expense, to undergo a fitness-for-duty test (physical and/or psychological) based on the Police Chief or his/her designee’s articulable concern that the employee may not be fit for duty.

ARTICLE 22

ENTIRE AGREEMENT/DURATION

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

2. This Agreement shall become effective upon ratification by both parties, unless an earlier date is specified herein, and shall remain in effect until September 30, 2019 unless this Agreement is extended pursuant to paragraph 3.

3. If either the Town or the Union desires to modify, amend or terminate this Agreement at its normal expiration date, official notice of such desire must be given in writing by no later than the first (1st) of July prior to the termination date of this Agreement. Should the first (1st) of July fall on a Saturday or Sunday, the official notification of a desire to negotiate must be given in writing no later than the Monday following that weekend. Following receipt of such notice, unless there is a mutual agreement to the contrary, the Town and the Union shall commence negotiations. In the absence of an official notice by either party of its desire to modify, amend or terminate this Agreement, this Agreement shall automatically renew for an additional year, and from year to year thereafter until timely notice is given of a party's intent to renegotiate this Agreement.

4. Nothing herein shall preclude the parties from mutually agreeing to reopen this Agreement, or to renegotiate any provision herein, during the effective dates of this Agreement.

SIGNATURE PAGE

FOR THE TOWN

FOR THE UNION

Jeaneen Witt
Town Manager

Clay Jeffries
President, Local 385

(Date)

(Date)

PONCE INLET TOWN COUNCIL

Gary Smith
Mayor

(Date)

ATTEST: _____
Town Clerk