

SCANNED

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF AVON PARK

And

FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

October 1, 2010 – September 30, 2012

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**ARTICLE 1
PREAMBLE**

This Agreement is entered into by and between the City of Avon Park, State of Florida, hereinafter referred to as the "City", and the Florida Police Benevolent Association, hereinafter referred to as "P.B.A.", for the purpose of promoting harmonious relations between the City and P.B.A., to establish an orderly and peaceful procedure to settle differences which might arise, and to set forth the basic and full agreement between the parties concerning rates of pay, hours of work and overtime, and other conditions of employment as provided by law.

**ARTICLE 2
RECOGNITION**

Section 1: The City recognizes P.B.A. as the exclusive bargaining representative for all and regular paid employees in the unit certified by the Public Employees Relations Commission certification #904, dated February 15, 1989.

Section 2: P.B.A. recognizes the Mayor and the City Council as the elected representatives of the citizens of the City of Avon Park and the legally constituted authority responsible for determining the purpose, mission and operation of the City.

Section 3: The City and P.B.A. subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruptions of the services provided.

Section 4: Job classifications covered under this Agreement: All full-time employees in the classifications of Police Officer, Detective and Sergeant.

**ARTICLE 3
NON-DISCRIMINATION**

Section 1: All references in this Agreement to employees of the male gender are used for convenience only, and shall be construed to include both male and female employees.

Section 2: The right of the employees to belong to, participate in or refrain from belonging to P.B.A. shall not be prohibited, abridged or interfered with.

Section 3: P.B.A. will not discriminate with regard to representations of its bargaining unit members, nor with regard to terms and conditions of membership because of race, color, creed, sex, age, physical handicap, national origin, marital status or political affiliation.

**ARTICLE 4
MANAGEMENT RIGHTS**

Section 1 - General: The management of the City and the direction of its work force, including but not limited to the exclusive rights to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase operations; to remove the operation or any part thereof to any location; to close, combine or eliminate departments, divisions, offices, or other subdivisions or part of City government; to establish new jobs or employees; to change materials, processes, products, service, equipment, production and work schedules, and methods of operation; to introduce new materials, equipment, service or facilities to assign work to be performed; to assign or reassign shifts, create or abolish shifts, and rotate shifts; to require employees to work overtime; to establish and change hiring procedures, to determine and change standards of fitness of employees to perform work; to subcontract, sell, franchise out or otherwise dispose of any or all work, operation or part thereof; to set the work schedules, to transfer employees from job to job, either on a permanent or temporary basis; to evaluate and direct the work of the employees covered by this Agreement; to maintain, enforce, rescind or change City and Department policies, procedure, rules of conduct, orders, practices, directive and other operational procedures, policies and guides not inconsistent with this Agreement; to establish the standards of conduct and work of employees; to establish or change operational standards; to

determine the services to be provided by the City and the functions of all parts of City government and all City employees; to lay off, discipline, discharge employees for just cause in accordance with Article 26, to lay off employees from duty for lack of work or for other operational reasons; to establish requirements for employment; to promote and demote employees; to be the sole judge of applicants for employment; and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices as the City may determine to be necessary for the orderly and efficient operations of the City, shall be vested exclusively in the City, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement.

The City's failure to exercise any right hereby reserved to it or its exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement. It is understood that the Union does not waive any right to negotiate concerning the impact of any unilateral decision allowed under this contract by the City affecting wages, hours and terms and conditions of employment.

Section 2 - Emergencies: If, in the sole discretion of the City Council or City Manager, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the City Manager and/or the City Council during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 3 - Job Duties: It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees, at the discretion of management, may be required to perform other job-related duties not specifically contained in their job descriptions but must remain consistent to the job classification.

Section 4 - P.B.A. Cooperation: Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City of Avon Park. Accordingly, P.B.A. agrees that it will instruct its members to work diligently in order that the services performed meet the above standards.

Section 5 - Inherent Rights: Those inherent managerial functions, prerogatives and policymaking rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way subject to the grievance and/or arbitration procedure contained herein.

Section 6 - Changes in Policies and Rules: In the spirit of continued harmonious relations between the City and P.B.A., the City agrees to provide a notice to P.B.A. of any change in City policies or rules of general application to all employees and departmental policy, new policy or work rules prior to implementation, which would affect members of the bargaining unit. P.B.A. will have fifteen (15) calendar days to file any objections to the proposed changes with the City Manager or the Chief respectively; who shall consider said objections before he makes his final decision. Decisions concerning wages, hours and terms and conditions of employment shall be subject to bargaining.

Section 7 - Civil Service Rules: The Civil Service Act of the City of Avon Park shall not apply to bargaining unit employees.

Section 8 - Personnel Rules: The Personnel Rules of the City of Avon Park shall apply to bargaining unit employees, unless the specific topic is addressed in this Agreement.

ARTICLE 5 P.B.A. BUSINESS

Section 1 - Notice: P.B.A. shall notify the City Manager in writing of the names of its representatives. The City agrees that during the terms of this Agreement it will deal only with the authorized representatives of P.B.A. in matters requiring mutual consent or other official action called for by this Agreement. Names of P.B.A. representatives shall be posted on P.B.A. bulletin board.

Section 2 - Activities: Neither P.B.A. representatives nor unit employees shall leave their posts or work stations for the purpose of investigating, handling or settling grievances without the permission of the Chief of Police. P.B.A. representatives shall not contact any employee or other person concerning P.B.A. business during either the working hours of P.B.A. representative or the working hours of any employee sought to be contacted without the written permission of the Chief or his designee. If management is unavailable, verbal permission may be granted, followed by

written confirmation. Permission shall not be unreasonably withheld.

Section 3 - Visitation: The Chief of Police shall permit an authorized representative of P.B.A. to have reasonable access to the Police Department and all relevant City records subject to the Sunshine Law to conduct P.B.A. business, provided that such visits do not disrupt routine operations as determined by the Chief, or the ranking non-bargaining unit employee in the department or area where access is sought. Any authorized representative of P.B.A. desiring to have access to the department shall first meet with and obtain written permission from the Chief, or his designee, before going into any working area. P.B.A. representative will not in any way interfere with the work of employees or the operation of the department.

Section 4 - Bulletin Board: The City shall provide bulletin board space (3'x5') for the exclusive use of P.B.A. for the posting of notices of P.B.A. meetings and official P.B.A. business; however, nothing shall be posted which contains foul or abusive language; political advertisements or endorsements, business advertisements, personal solicitation, or any matter that is detrimental to any individuals or to the City. A copy of any materials to be posted on the bulletin board as specified above shall be sent to the office of the Police Chief at the time of such postings. All notices shall be signed by the president of P.B.A. or an authorized representative so designated in writing by P.B.A. and furnished to the City or its designee.

Section 5 - Copies of Agreement: The City shall furnish each member of the bargaining unit and P.B.A. with a copy of this Agreement. The cost of said copies shall be shared equally by the parties.

Section 6 - Representatives: P.B.A. shall have the right to appoint one (1) representative and one (1) assistant representative for each shift on which the representative does not work. P.B.A. will notify the City, in writing, as to the identity of each representative and alternate representative who must be bargaining unit employees of the City on the active payroll. The activities of representatives shall in no way interfere with their duties as employees or the work of other employees. Representatives and alternate representatives will be allowed to take time away from their work with pay to perform duties as a representative or alternate to attend collective bargaining sessions for a period not to exceed one (1) hour without the Chief or his designee's approval for additional time.

All other employees shall not engage in P.B.A. business during the hours they are being paid to work without prior approval of the Chief.

Section 7 - Payroll Deduction: Employees covered by this Agreement may authorize payroll deductions for the purposes of paying dues. Requests for same must be on a prescribed form approved by the City. No authorization shall be allowed for payment of initiation fees, special assessments, fines, penalties or delinquent dues.

Section 8 - P.B.A. Dues: P.B.A. will notify the Payroll Clerk as to the amount of dues. This notice must state the weekly amount in dollars and cents for each individual member. Such notification will be certified to in writing over the signature of an authorized representative of P.B.A. at least thirty (30) calendar days in advance of the effective date. Changes in membership dues will be similarly certified and shall be done at least thirty (30) calendar days in advance of the effective date of such change.

Section 9 - Hold Harmless: P.B.A. will indemnify, defend and hold the City harmless against any and all claims, demands, or suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the City on account of payroll deductions of P.B.A. dues. P.B.A. agrees that in case of overpayment, proper adjustment, if any, will be made by P.B.A. to the affected employee.

Section 10 - Withdrawal: The payroll deduction shall be revocable by the employee by providing thirty (30) days written notice to both P.B.A. and the Payroll Clerk.

ARTICLE 6 PERSONNEL FILES

Section 1 - Official File: There shall be only one official personnel file maintained on each employee.

Section 2 - Confidentiality: The personnel record of the employee shall be kept confidential, except those items, which are available to the public under Florida Statutes, Chapter 119.

Section 3 - Inspection and Copying: Upon reasonable request, any employee shall have the right to inspect his official

personnel record wherever kept. The employee shall have the right to have duplicate copies made for his use at his expense during normal business hours.

Section 4 - Employee Comment: Employees shall have the right to add to their personnel records written refutation of their annual job performance evaluation within five (5) working days of receipt of the evaluation.

Section 5 - Removal: Written reprimands, suspensions and employee evaluations shall be a permanent portion of the employee's personnel file. Where a two (2) year period lapses following a written reprimand during which time the employee does not receive a subsequent reprimand of any kind or any other greater form of discipline less than discharge unless the written reprimand involved unsafe work performance, misconduct as a police officer, or alcohol or drug abuse, or other discipline of similar facts, said written reprimands and suspensions shall not be used in the employee's evaluation or towards progressive discipline.

ARTICLE 7 VEHICLES, EQUIPMENT AND SAFETY

Section 1 - City/Private Vehicle: Employees shall use City vehicles unless approval to use another vehicle, including their own, is first obtained from the Chief. Whenever an employee is required to use his own vehicle in the performance of his official duties, he will be compensated at the rate provided for in Florida Statutes, Section 112.061(7)(d)(1), and be reimbursed for tolls and parking charges with appropriate receipts.

Section 2 - Abuse: Any employee who negligently operates or uses or abuses vehicles or equipment used by or assigned to him or who fails to utilize vehicles and equipment as prescribed shall be subject to disciplinary action up to and including discharge. The employee may also be charged for any damage caused by such negligence.

Section 3 - Use of Vehicles and Equipment: Management shall determine what vehicles and equipment will be utilized, by whom and for what functions, including whether an employee or employees will be allowed or continue to be allowed to take vehicles home. Current take-home car privileges as enjoyed as of June 6, 2008, shall continue without interruption may be suspended or discontinued at the option of the City for any operational or business reasons; however, suspension or discontinuance of a take-home car privilege as a form of discipline for an individual employee shall be utilized only in the event of misuse or negligent operation of the vehicle. Any changes to the current take home vehicle policy practice shall be subject to negotiations.

Section 4 - Loss of driver's License: Bargaining unit members who drive/operate City equipment as part of their job duties will be required to hold a current valid Florida Driver's License; either an Operator's or a Chauffeur's, whichever is applicable to their job. When an employee renews his license after the date of execution of this Contract, the employee shall be required to obtain a Florida Operator's License. Failure to maintain a current valid Florida Driver's License shall cause the employee to lose his job due to his inability to legally operate/drive motorized City equipment. The City Manager may opt to reassign an employee to another job rather than terminate said employee.

Section 5 - Unsafe Vehicles: No employee shall be required to operate an unsafe vehicle. The employee shall report the unsafe condition to the ranking non-bargaining unit officer on duty, the Commander or Chief who shall investigate the reported condition and make a determination as to whether the vehicle is safe for operation. The employee shall abide by the decision.

ARTICLE 8 UNIFORMS AND EQUIPMENT

Section 1 - Police Officers: New full-time patrol officers shall be issued four (4) uniforms, badge, brass and a firearm (hereafter "uniform"). They shall provide their own shoes or boots which shall be subject to the Chief's approval.

Section 2 - Allowances: During each fiscal year, each full-time employee with at least one (1) year of seniority, will be entitled to a \$600.00 annual uniform replacement allowance or for duty related equipment, as approved by the Chief. All purchases may be made by use of a purchase order.

Section 3 - Damage Replacement: The City shall have no further responsibility for uniforms except that if a part of the official uniform is damaged through no fault of the employee while in the line of duty, it shall be repaired or replaced at no cost to the employee.

Section 4 - Return: All uniforms, equipment, firearms and other City-issued equipment are the property of the City and shall be returned to the City in good condition upon cessation of employment.

Section 5 - Bullet Resistant Soft Body Armor: All employees shall be issued bullet resistant soft body armor by the City at no cost to the employee, and shall wear same at all times they are on duty outside the station with the exception of detectives, administrative personnel and non-hazardous assignments as determined by the Chief.

Section 6 - Personal Weapon: With the approval of the Chief, an employee may use his own personal weapon as a secondary weapon of a caliber of .40 and the employee shall be required to qualify with said weapon; in which event, the employee shall have full responsibility for the weapon.

ARTICLE 9 TYPES OF APPOINTMENTS, TRANSFERS AND DEMOTIONS

Section 1 - Types of Appointment: When a person is initially employed by Avon Park, he shall be given one of the following types of original appointments:

A. **Probationary:** The initial one (1) year employment period in which an employee is observed for effective job performance. The Chief, with the concurrence of the City Manager, may elevate a probationary employee to "full-time" status after one hundred eighty (180) days, if the employee has demonstrated above average job knowledge and performance. In the event an employee takes a leave of absence during the probationary period, the probationary period will be automatically extended by a like amount. The Chief with the concurrence of the City Manager may extend the probationary period for an additional six (6) months with cause.

B. **Provisional:** A short-term appointment of no longer than six (6) months duration made only in the absence of a qualified applicant. Full-time status may not be attained while serving in this capacity.

C. **Temporary:** Temporary appointments may be made to fill positions which are authorized and established for a specified period of time when the work of an agency requires the services of one or more employees on a seasonal or intermittent basis, or in cases of emergency.

D. **Full-time:** An employee serving a probationary appointment shall be given a full-time appointment upon satisfactory completion of the probationary "working test" period of one (1) year.

Section 2 - Temporary Non-training Work Out of Classification: Any employee formally appointed by the Chief or his designee to carry out duties or responsibilities of a rank or position above that which he normally holds, shall be paid an additional one (\$1.00) dollar per hour for the higher position. The pay shall be retroactive back to the first day of duty in the higher position and continue until relieved of the assignment.

Section 3 - Request for Transfer: An employee may request a full-time transfer from one work area to another if properly qualified. Transfers must be approved by the Chief. A transfer review board, consisting of the Commander, Unit Supervisor and a PBA Representative, will be convened to make a recommendation to the Chief. The Department shall post all vacancies for a period of fourteen (14) calendar days.

Section 4 - Mandatory Educational Training Pay: To assist employees in advancing themselves and at the same time improve the quality of City service, the City may select courses and/or programs which employees will attend. Expenses for any courses and/or programs selected by the City shall be paid by the City. In addition, employees so selected shall be paid their regular salary while attending said courses and/or programs.

Section 5 - Training: The City may assign personnel at their regular rate of pay for training purposes to a higher classification for a period of time as determined by the job classification. If the City does assign an employee to the same higher classification more than once during the same twelve (12) month period, then the higher pay for the classification shall be paid in accordance with the provisions of Section 2. The intent of this section is not to prohibit or restrict the City from exercising its right to train employees for a higher classification nor is this section to be utilized to avoid the obligations set forth in Section 2 above.

Section 6 - Promotions: All regular full-time employees of the bargaining unit shall be notified of a promotional opportunity within the bargaining unit by a posted memorandum on the bulletin board. A job description shall also be included. The notice of promotional opportunity shall be posted at least thirty (30) days prior to testing. All regular full-time

members of the bargaining unit, if qualified, and have two (2) years as a sworn officer at Avon Park P.D., may apply. This shall not preclude filling the position on a temporary basis until the position is filled with a regular appointment. The final determination of who is best qualified for the position shall be made by the Chief of Police, however, P.B.A. shall have the right to discuss said appointment with the Chief if it so desires. If the Chief determines that, based on job operational or performance-related factors no employee who applied is qualified to fill the vacancy, the City may fill the vacancy in any way it deems appropriate. The written test will be advertised and administered when a vacancy exists. The written test will be administered and graded by the Criminal Justice Academy of South Florida Community College, if available.

Promotions shall be accomplished in the following manner:

- | | | |
|----|-----------------|-----|
| 1. | Written test | 34% |
| 2. | Oral Interview | 33% |
| 3. | Job performance | 33% |

The written test shall be successfully completed with a passing grade of 70% before advancing to Steps 2 and 3. The subject matter and the source material for the test will be made available no less than thirty (30) days prior to the written test, which shall only include the source material to be used on the test.

The Oral Interview Board shall consist of the Chief of Police or his designee and two other members from other law enforcement agencies. These two members will be selected by the Chief of Police. Those officers who successfully complete the test shall be eligible for promotion for one (1) calendar year. Any suspension without pay, within the past year of the test will reduce the overall score by two (2) points, as long as the grievance process has been exhausted.

Under no circumstances shall this Section be construed to amend or supersede any federal or state requirements.

Section 7 - Promotional Probation: When an employee is promoted, he shall be on probation for a period of six (6) months. If the Chief determines the employee shall not be promoted to the position, he shall be allowed to return to his former or an equivalent position without loss of classification seniority, provided his performance during the period was otherwise satisfactory and the position has not been filled.

Section 8 - Field Training Officer's Compensation: During the time a Police Officer is designated by the Chief of Police and/or is a certified Field Training Officer is training a newly hired Police Officer, the Field Training Officer will be paid an additional one dollar (\$1.00) per hour for the actual number of hours they are performing the duties of a Field Training Officer.

ARTICLE 10 GRIEVANCE AND ARBITRATION

Section 1 - Right to Representation: The grievant has the right to the presence of a P.B.A. representative at all steps of the grievance procedure.

Section 2 - Definitions:

1. A grievance shall be defined as a complaint of alleged violation concerning the terms and conditions of employment covered by this Agreement.
2. The term "employee" includes any individual within the bargaining unit covered by this Agreement.
3. A "grievant" is a person affected by the alleged misapplication or misinterpretation of this Agreement.

Section 3 - Withdrawal of Grievance: A grievance may be withdrawn by the grievant at any time and at any step of this procedure.

Section 4 - Grievance Procedure: Whenever a grievance arises between the City and the employees of P.B.A., the matter will be handled in accordance with the following procedure:

Step 1: The aggrieved employee shall submit the grievance in writing signed by the employee and submitted to the Chief, or his designee, within 14 calendar days of the occurrence giving rise to the grievance. The written grievance must include:

- (a) A statement of the grievance and the facts involved;

- (b) The remedy requested;
- (c) The article and section of the Agreement which grievant claims has been violated.

Upon request of either party, the P.B.A. representative and the Chief, or their designees, shall attempt to meet and/or discuss the grievance; in any event, however, the Chief or his designee shall render his decision in writing within fourteen (14) calendar days of submission in Step 1.

Step 2: If the grievance is not settled in Step 1, within fourteen (14) calendar days of the Chief's Step 1 decision, the employee or the PBA may submit a Step 2 grievance in writing to the City Manager. Such grievance shall state the reasons the employee or P.B.A. contends the decision violates the Agreement. The City Manager, or his designee, shall review the entire grievance file and shall meet with the grievant and P.B.A. within fourteen (14) calendar days after receipt of the Step 2 grievance. The grievant and P.B.A. shall present their case to the City Manager. The City Manager shall issue a decision within fourteen (14) calendar days after receipt of the Request for Review. In all cases where the grievance is denied, in whole or in part, the manager shall specify the reasons for denial.

Section 5 - Arbitration: Except as otherwise stated in this Agreement, grievances as defined in this Article shall be arbitrable in accordance with the following procedures:

A. Arbitration proceedings must be initiated by the serving by the employee or P.B.A. of a written demand to the City Manager, or his designee, for arbitration, which shall be made within fourteen (14) calendar days of the City's Step 2 response.

Section 6 - Selection of Arbitrator: After the request for arbitration is served, the employee or P.B.A. shall, within fourteen (14) calendar days, request the Federal Mediation and Conciliation Service to supply the parties with a panel of seven (7) arbitrators from the Central Florida sub-region. Within fourteen (14) calendar days after receipt of such panel, the parties will meet or confer by telephone or in person to select an arbitrator. The P.B.A. and the City shall have the right to alternatively strike three (3) names from the list. The party requesting arbitration shall strike the first name. The name remaining shall be the arbitrator. The fees and expenses of the arbitrator shall be borne by the losing party. Each party shall be responsible for its own attorney's fees, any court reporting services it wishes to use, and the wages of employees, whether they be witnesses, potential witnesses, representatives, or grievants, it utilizes in any arbitration proceeding.

Section 7 - Authority of Arbitrator: The arbitrator shall in no way alter, amend or terms of this Agreement. Under no circumstances shall any back pay, wages or monetary relief of any types be to any employee for any period more than thirteen (13) calendar days before the grievance was and reduced to writing in Section 4, Step 1, above; provided, however, when an employee is suspended without pay, back pay may be awarded for no more than thirteen (13) days before suspension without pay grievance was reduced to writing in Step 1 above.

Section 8 - Decision: In his decision, the arbitrator is bound by the terms and conditions of Article 26 of this Agreement (Disciplinary Action Scale). The decision of the arbitrator made within the scope of his authority as outlined in Section 7 above shall be final and binding upon the aggrieved employee or the P.B.A. and the employer but neither party waives its rights under state law.

Section 9 - Time Limits: The time limits set forth in Sections 4 and 5 are to be considered the essence of the grievance and arbitration procedure, and failure of the employee or P.B.A. any time limit set forth therein shall, unless the parties by mutual agreement have extended limit, constitute waiver of the grievance and acceptance of the City's position. Failure of the parties to meet and/or discuss a grievance or the City to issue a decision within the time provided in Steps 1 and 2 of the grievance procedure shall be deemed a denial of the grievance by the City, and the time period within which the employee or P.B.A. may elect to proceed to the subsequent step of the grievance procedure shall commence as if the decision had been issued on the last day allowed. The failure by the City to issue a written decision at any step of the grievance process shall not be an excuse for failing to timely proceed to the subsequent step.

Section 10 - Time Off/Pay: Step 1 of the grievance procedure shall be carried out during employee's work hours at a time and place designated by the supervisor based on operations and neither the employee nor the P.B.A. representative, if any, shall lose pay. Employee witnesses, other than grievant, whom the City Manager may at his option choose to interview under Step 2 shall lose no pay if interviewed during their working hours and if interviewed after or before such

hours, shall be paid for such time as if they were per other work for the City. Otherwise the City shall not be responsible to pay any P.B.A. representative, officer, agent or employee for any time spent processing grievances or arbitration matters, but will allow the grievant, if on duty, reasonable time off with pay upon reasonable prior notice if, in management's opinion, work requirements will allow such absence.

Section 11 - Burden of Proof: In cases of discipline subject to the grievance procedure of this Contract, the City shall have the burden of proof to justify its actions.

Section 12 - Precedent: In order to encourage prompt resolution of grievances, agreements and compromises of grievances shall not be cited by either party as precedent in any subsequent arbitration proceeding or lawsuit without the consent of the other party.

Section 13 - Grievances by Non-Union Members: When P.B.A. refuses to process a grievance for an employee because of the employee's non-membership in P.B.A. or because of the policies, bylaws and constitution of the PBA, the employee shall have all the rights and assume all the burden, limitations and obligations, under this article and any other Article that may apply to his grievance.

Section 14 - Use of City Grievance Procedure: A grievance under this Contract may be considered under the procedure of this Article or the personnel policy for Avon Park, Florida, not both, and upon initiating a grievance under one procedure, the right to proceed under the other shall automatically terminate. While a probationary employee shall have no right to challenge his discharge during the probationary period, he or she may proceed up to Step 2 only in order to provide a name clearing opportunity.

Section 15 - General:

1. All grievances shall be processed during times, which do not interfere with or cause interruption of an employee's work responsibilities.
2. The filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance prior to and during the time the grievance has been filed, and shall not discontinue his duties prior to or during the time a grievance is being processed unless the employee has been terminated.
3. The date of disposition shall be the date on which the immediate supervisor or other management official delivers his disposition to P.B.A. or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. mail.
4. The grievant, or in the case of multiple grievants, one grievant selected by P.B.A. will be allowed to attend each arbitration hearing without loss of pay. Subject to operational needs, one employee P.B.A representative will be allowed time off with pay to attend hearings. Witnesses called by the grievant or P. B.A. shall, subject to operational needs, be given time off with pay solely to testify in arbitration hearings. The City and P.B.A. will cooperate so as to minimize their time off the job. The witnesses shall not leave work without prior written permission of the Chief or Commander and shall return to work immediately upon completion of his testimony.
5. **P.B.A. Witness Pool:**
 - (a) The City will allow bargaining unit employees to voluntarily contribute up to eight (8) hours accrued vacation pay to a P.B.A. witness pool. The City, with proper signed authorization from the employee, will deduct the employee's voluntarily contributed time from his vacation account and issue a check to the "P.B.A. Witness Fund Account" which it will then give to the President of the Local P.B.A. The City shall have no further obligation.
 - (b) P.B.A. will indemnify, defend, and hold the City harmless against any and all claims, demands, or suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the City under this Section.

**ARTICLE 11
HOLIDAYS**

Section 1 - Holidays Recognized: The following shall be considered paid holidays for regular full, part-time and probationary employees:

1. New Year's Day
2. Martin Luther King's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans' Day
8. Thanksgiving Day
9. Day after Thanksgiving
10. Christmas Eve (Last regular workday before Christmas Day)
11. Christmas Day
12. Employee's Birthday
13. One (1) Personal Day except that, for fiscal year 2010-2011 only, three (3) Personal Days will be permitted

Section 2 - Eligibility: To be eligible for holiday pay, the employee must work his scheduled day or shift before and after the holiday unless the absence is due to an approved compensable leave or the employee is on an approved vacation.

Section 3 - Holiday Pay: Pay for a holiday not worked shall be eight (8) hours at the employee's straight-time hourly rate except that for part-time employees it will be four (4) hours at his straight-time hourly rate.

Section 4 - Work on a Holiday: A regular full-time employee required to work on a recognized holiday who would otherwise be eligible for holiday pay will receive two and one-half (2-1/2) times his normal hourly rate of pay for all hours actually worked in lieu of holiday pay. Under this Section, the recognized holiday will be the day on which the holiday falls for shift employees, while for non-shift employees it will be the day observed by the City under Section 6.

Section 5 - Normal Days Off: When a holiday is celebrated by the City on an employee's normal day off, the employee who meets eligibility requirements will receive holiday pay as provided in Section 3.

Section 6 - Day Observed: The City shall announce at least thirty (30) days in advance if the holiday is going to be celebrated other than on the nationally recognized day.

ARTICLE 12 SICK LEAVE

Section 1 - Entitlement: Regular full-time employees who have satisfactorily completed their six (6) months of continuous service shall earn eight (8) hours of sick leave for each month of continuous service, commencing with the first month following the six (6) months with no maximum.

Section 2 - Accumulation and Use: Paid sick leave may be accumulated up to a maximum of 1840 hours and may be used for:

1. Absence of an hour or more due to non-job-related bona fide sickness or injury of the employee, or the employee's spouse, child or dependent as defined by the FMLA, when it is necessary for an employee to be absent to care for them.
2. For medical, dental or eye examination for which arrangements cannot be made during his off-duty hours.

Section 3 - Payout: Accumulated but unused sick leave is not earned until actually taken and therefore, shall not be paid upon separation from employment, (1) except in the case of retirement or death the City will pay to the employee or his estate, in the event of death, one half (1/2) of the accumulated but unused sick leave standing in his account up to a maximum of (480) hours, and (2) except when the employee has taken no sick leave for a period of twelve (12) calendar months from December 1 through December 1, in which event, the employee may cash in two (2) weeks of sick leave to be paid on December 15.

Section 4 - Sick Pay: Sick pay will be paid on whole hours or days at the employee's straight-time rate at the time the paid sick leave is taken.

Section 5 - Job-Related Injuries: Paid sick leave may be paid to an employee who requests it and who is on workers' compensation or is otherwise compensated because of an on-the-job or job-related sickness or injury. An employee will be charged 1/3 and be paid 1/3 of accumulated leave for each day off work.

Section 6 - Verification Required: A medical certificate signed by a licensed physician may be required by the Chief to substantiate sick leave or a request for sick leave for the following reasons:

1. An absence under Section 2 above;
2. To support a request for sick leave during a period of time when the employee is on vacation leave if the employee was hospitalized; however, the employee must notify the Chief or his designee of his hospitalization while on vacation in order to have those vacation days on which he is ill changed to sick days;
3. To support a request for sick leave on the first day of return following vacation leave;
4. Leave of any duration if absence from duty recurs frequently or habitually, provided the employee has been notified or warned in writing that a certificate will be required;
5. Whenever, in the judgment of the Chief sick leave may appear to be abused, or where a regular full-time employee regularly uses his sick leave as it is accrued, the employee requesting such sick leave may be required to furnish competent medical proof for such absence prior to sick leave pay being granted.
6. To return from an extended sick leave under Section 10, such competent medical proof shall include a physician's statement attesting to his inability to perform work on the day(s) of absence. Any employee on paid sick leave shall continue to accrue all benefits as if on actual duty.

Section 7 - Notice: Employees who are absent from work for sickness or injury shall notify their immediate supervisor of such absence as promptly as possible, but in any event no later than thirty (30) minutes prior to the commencement of his scheduled shift.

Section 8 - Restriction: The regular full-time employee off duty due to his illness shall remain at his residence, except that the employee may depart his residence to receive medical treatment, to secure drugs from a pharmacy or for other reason deemed appropriate by the Chief.

Section 9 - Employee Cooperation: Failure on the part of the employee to timely, as per Section 7, notify the Department of any absence for which sick leave is claimed, departure from his home without authorization and/or notification on any day for which sick leave is claimed, and/or the failure to provide medical documentation in a form and manner acceptable to the department head may result in the denial of sick leave or other disciplinary action as determined by the Chief.

Section 10 - FMLA: Employees will be granted sick leave for their own serious health conditions as provided under FMLA.

ARTICLE 13 BEREAVEMENT LEAVE

Section 1 - Benefit: When a death occurs in the immediate family, that regular full-time employee shall be granted up to three (3) days off without loss of pay or benefits. Up to an additional two (2) days of bereavement leave shall be granted to employees who have to attend a funeral out of state.

Section 2 - No Charge: Bereavement leave will not be charged against sick leave, vacation or holiday pay or accumulated overtime. Verification of the need for such leave may be required by the City before payment is approved.

Section 3 - Immediate Family: "Immediate family" as cited above shall be defined as: father, mother, spouse, children, father or mother-in-law, brother, sister, grandparents, grandchildren, brother or sister-in-law, son or daughter-in-law, stepmother or father, stepchildren, stepfather or mother-in-law, stepbrother or step grandparents, step grandchildren, stepbrother or sister-in-law, stepson or daughter-in-law. Additional persons presently residing together in the employee's household as if family may be granted bereavement leave under this article.

Section 4 - Others: Whenever operationally feasible, a regular full-time employee may be given time off without pay to

attend local funerals of relatives or close friends.

Section 5 - Additional Days: At the option of the City, employees may be given an additional three (3) days off without pay in the event of the death of a spouse, parent or child.

ARTICLE 14 LEAVE OF ABSENCE - CIVIL

Section 1 - General Leave: Leave of absence without pay for a period of up to but not exceeding six (6) months may be granted to a regular full-time employee at the discretion of the City Manager.

Section 2 - Insurance Premiums and Coverage: Any regular full-time employee on an approved non-paid leave of absence will have their life and health insurance premiums paid by the City for up to thirty (30) days maximum. For employees on qualifying FMLA leave, insurance will be maintained as provided by law.

Section 3 - Other Benefits: While on general leave, the employee shall receive no other wage or benefit (such as holidays). Nor shall the employee continue to accrue benefits during a general leave in excess of thirty (30) days; provided, however, he will continue to accumulate City seniority for the purpose of calculating years of continuous service.

Section 4 - Return from General Leave: Provided he is physically and mentally qualified to perform with or without reasonable accommodation, a regular full-time employee shall return from leave without pay to the same step of his previous salary grade and in the same or equivalent class in which he was employed when leave began; provided, in the case of leaves beyond thirty (30) days (12 weeks for FMLA qualifying leave), the employee may be permanently replaced if the business needs of the City require, in which event the employee shall be placed in another vacancy for which he is qualified or in the event no such vacancy exists, laid off with the right of first consideration for twelve (12) months for any vacancy for which he is qualified.

Section 5 - Early Return: A regular full-time employee granted leave of absence who wishes to return before the leave period has expired shall be required to give his department head at least a one-week written notice of such intent. Upon receipt of such notice, the employee maybe permitted to return to work.

Section 6 - Jury Duty: Regular full-time employees who are summoned during their regularly scheduled workday to jury duty by a court of competent jurisdiction will be granted time off for jury duty. Any employee who is released from duty shall report to work as soon after release as possible unless the release is two (2) hours or less from the end of the employee's regular scheduled workday. The City will make up the difference between pay received for jury duty and the employee's regular straight time pay for his normal schedule.

Section 7 - Court Attendance: Regular full-time employees shall be granted leave with pay for appearance before a court, legislative committee or other body as a witness in a proceeding involving the federal government, State of Florida, or a political subdivision thereof in response to a subpoena or he is directed to appear by the City. The employee shall give the Chief notice his attendance is required as soon as he is aware of it.

Section 8 - Military Leave: Regular full-time employees who are members of the U.S. Armed Forces, Reserves or the National Guard will be granted leave up to eighteen (18) consecutive days, including travel time, for the purpose of attending the regular annual duty for training commonly known as "Summer Camp." A copy of the employee's reserve orders shall be provided to the City Manager at the time of such request. The City will make up the difference between pay received for military service and the employee's regular straight time pay for his normal schedule. If the employee is called to active duty that exceeds 18 consecutive days, the City agrees to pay the employee the difference between his military pay and his regular rate of pay for a period of 12 months.

ARTICLE 15 VACATIONS

Section 1 - Vacation Time: Vacations shall be granted to regular full-time employees in the following manner: For the purpose of earning vacation time the eighty-four (84) hour pay period will be used.

After one (1) year, but less than ten (10) years of continuous service - eighty-four hours (84) or seven (7) hours per month will be earned for vacation.

More than ten (10), but less than fifteen (15) years of continuous service - one hundred twenty-six (126) hours or ten and one half (10.5) hours per month will be earned for vacation.

More than fifteen (15) years of continuous service - One hundred sixty-eight (168) hours or fourteen (14) hours per month will be earned for vacation.

Section 2 - Holidays/Days Off: In computing vacation time, holidays or regular days off immediately preceding the commencement of, falling within or following the termination of a regular full-time employee's vacation, holiday or regular days off shall not reduce the employee's vacation time.

Section 3 - Termination of Employment: If a regular full-time employee voluntarily resigns or is terminated during the course of his employment or in the event of death, he or his heirs shall be entitled to an immediate lump sum payment for all vacation time earned but not taken at the employee's last rate of pay, up to a maximum of 240 hours.

Section 4 - Advance Payment: A regular full-time employee may request his vacation paycheck by submitting the request in writing to the City's payroll office at least one week prior to the start of his vacation period. Said request must be signed by the Chief and City Manager prior to its submission to the payroll office. This section does not apply to employees that receive their pay by direct deposit.

Section 5 - Scheduling: Vacations should be requested not less than five (5) weeks in advance, but must be scheduled at least 30 days in advance. Requests may be considered with less notice if there are circumstances which arise that were unforeseen by the employee. All requests are to be submitted to the Chief, in writing, for approval. Conflicting requests will be decided on the basis of City seniority; provided, however, if a junior employee's vacation has already been approved by the Chief, it will take precedence over the senior employee's request.

Section 6 - Unused Vacation Time: Employees may accrue up to a maximum of 240 hours. An employee may be allowed to carry over the accrued vacation time over 240 hours for a period of 180 days if during the previous calendar year the employee was unable to take vacation due to circumstances beyond their control (natural or manmade disasters, staffing, etc.).

Section 7 - Periods of Leave of Absence: Vacation time will not be earned during periods when employees are on leave of absence for more than thirty (30) calendar days regardless of the reason for the leave.

ARTICLE 16 INSURANCE BENEFITS

Section 1 - Coverage/Contribution: The City will continue to pay full cost of individual health insurance coverage. The parties agree that the City shall have the right to change plans or alter coverage levels in order to reduce costs. However, prior to any change, the City agrees to notify P.B.A. and solicit input on any contemplated changes. The City will also endeavor to advise and, upon request, involve representatives from the PBA in insurance-related issues, renewals, changes and updates. This waiver shall terminate at the end of the term of this Agreement.

Section 2 - Group Life: The City shall provide twenty-five thousand dollars (\$25,000) of group life insurance for each member of the bargaining unit. The City shall also provide Accidental Death and Dismemberment Insurance (AD&D) to each member of the bargaining unit as prescribed by Florida statutes. Each member of the bargaining unit who wishes may take out a policy for a larger amount subject to the approval of the insurance company; provided, the employee shall pay for the extra coverage. To the extent that the City provides non-bargaining unit employees with additional group life insurance, the City shall provide the same to the bargaining unit.

ARTICLE 17 WORKERS' COMPENSATION/REINSTATEMENT

Any employee who is unable to work after a job-related injury shall be reinstated to his former job or a substantially equivalent job, for which he is qualified, provided he is physically qualified to perform essential duties and responsibilities

of such position as determined by management. Certification by a medical doctor that he is able to return, shall be required prior to the employee returning to work. If he is unable to assume his former responsibilities, the employee shall have first preference to fill another City position. Re-employment or reinstatement rights under this Section shall continue for twenty-four (24) months after the injury. Thereafter, if the employee is rehired, it will be as a new employee.

ARTICLE 18 POLITICAL ACTIVITY

Except when on-duty or acting in his official capacity, no employee shall be prohibited from engaging in any political activity.

ARTICLE 19 SENIORITY AND LAYOFF

Section 1 - Definition: City seniority shall be defined as the total length of continuous service in the City of Avon Park. Classification seniority is defined as length of continuous service in the job classification in the Department. Seniority shall continue to accrue during all types of compensable leave approved by the City. Approved leaves of absence without pay shall not count toward the accrual of classification seniority.

Section 2 - Loss of Seniority: Employees shall lose their seniority as a result of the following:

1. Termination.
2. Retirement.
3. Voluntary resignation.
4. Layoff exceeding twelve (12) months.
5. Unexcused absence for more than three (3) consecutive days.
6. Failure to report to the City Manager intention of returning to work, within five (5) calendar days of receipt of recall as verified by certified mail, return receipt.
7. Failure to report from military leave within the time limits prescribed by law.

Section 3 - Layoff Selection: In the event the City decides to layoff employees within the Department, the City will first layoff employees who have not yet completed their initial one (1) year probationary period. If further layoffs are necessary, selection among employees shall be based on:

1. Ability to perform all the work available.
2. Special skills essential to the performance of the available work.
3. Job performance as reflected by the job evaluations for the past three (3) years or the most recent evaluations available.
4. Job classification seniority.

Where, in the opinion of management, factors 1, 2, and 3 are relatively equal among employees, factor 4 shall be determinative.

Section 4 - Bumping: A senior employee who is laid off in one classification may bump the junior employee in a lower classification if he is qualified to hold that position. The City agrees to notify P.B.A. prior to laying off the employee.

Probationary employees shall not have recall rights.

Section 5 - Equal Seniority: In the event that two (2) or more employees affected have the same exact amount of seniority, the City Manager shall consult with P.B.A. prior to making the decision of who shall be retained. Such decision shall not be grievable.

Section 6 - Recall:

1. Regular full-time employees on layoff status will retain rights for twelve (12) months. Recall will be made by certified mail to the last known address in the employee's personnel record. Employees are required to advise the City of any change of address.
 - A.) Within five (5) workdays of mailing of a recall notice by certified mail, laid off employees must signify, in writing to the City Manager's office, their intention of returning to work. Failure to respond to this notice within the prescribed time limits shall constitute a voluntary resignation by the employee.
2. Recall will be offered to laid-off employees other than those employees who were on probationary status at the time of layoff, provided they are physically qualified and able to perform all of the duties of the job, before new employees are hired. The City reserves the right to require the laid off employee to submit a doctor's statement indicating that the employee is in fact physically qualified and able to perform all the duties of the job.
3. Recall will be in inverse order of layoff as jobs become vacant in the Department.

**ARTICLE 20
HOURS OF WORK AND OVERTIME**

Section 1 - Pay/Comp Time: All hours worked in excess of eighty-four (84), in a two week pay period shall be considered overtime for which the employee shall be paid at one and one-half (1-1/2) his straight-time hourly rate or placed in the employee's comp time bank at one and one-half (1-1/2) times the overtime hours worked at the employee's option. Overtime will be allowed to be banked as comp time subject to a maximum of eighty-four (84) hours. Overtime worked in excess of the maximum shall be paid at time and one-half.

Section 2 - Use: Comp time shall be taken as allowed by the Chief. In addition, comp time shall be utilized for approved unpaid leaves of absence at the option of the employee.

Section 3 - Payoff: In the event of termination of employment, regardless of the reason, the employee's comp time bank shall be settled as provided under the FLSA.

Section 4 - Schedule: Except in extenuating circumstances, the City will notify the employee a minimum of five (5) business days of any change in the employee's regular scheduled work time; provided further, an employee's schedule will not be altered on a day-to-day basis for the sole purpose of avoiding the payment of overtime. The normal work schedules for unit employees shall be an eight (8), ten (10) or twelve (12) hour daily shifts that total eighty (80) hours biweekly, depending on the employee's work assignment.

Section 5 - Call-Out/Standby Pay or On Call Status: Employees who are called out to perform work shall receive a minimum of three (3) hours pay or actual hours worked. Employees who are placed in "standby status" or on-call status on their normal day or days off will receive straight-time one (1) hour standby pay or on-call status pay whether called out or not.

On the following City holidays those personnel that are placed on-call will receive straight-time two (2) hours of on-call pay whether called out or not.

New Year's Day

Labor Day

Independence Day

Thanksgiving Day

Christmas Eve (last regular weekday before Christmas Day)

Christmas Day

ARTICLE 21

WAGES AND LONGEVITY

Section 1 - Wage Scale: There shall be no across-the-board increase (COLA) during the life of this Agreement.

Section 2 - Change in Pay on Promotion, Permanent Transfer or Demotion: When an employee is promoted to Sergeant, he shall be paid at Step 1 of the sergeant scale. In the case of demotion, the employee will be paid the Step for the lower classification corresponding with his total uninterrupted service with the City. In either event, the employee's City seniority for the purpose of calculating the right to other benefits shall not be affected.

Section 3 – Step Table Maintenance for City of Avon Park

<u>Grade 203 – Police Officer</u>	Step	Years	Hourly
	1	Entry	13.6784
	2	Six months	15.4531
	3	One year	16.8927
	4	Three years	17.3719
	5	Five years	17.9939
	6	Seven years	18.5521
	7	Eight years	19.5250

<u>Grade 204 – Police Sergeant</u>	Step	Years	Hourly
	1	Entry	19.7013
	2	One year	20.2037
	3	Three years	20.9108
	4	Five years	21.5891
	5	Seven years	22.6507

Section 4 – Sergeants will receive the step increases above on the date they become eligible for their next step after ratification of this Agreement, except that any current sergeant with at least seven years of service as a sergeant with the City will be eligible for Step 5 immediately upon ratification of this Agreement. However, any Sergeant promoted after September 15, 2010 will be paid at Step 1 of the Sergeants scale, effective as of the ratification of this Agreement.

Section 5 – Option to Reopen During Second Year of the Contract: Upon advance written notice to the other party no later than August 1, 2011, either party may reopen one economic provision and/or one non-economic provision of this Agreement for further negotiations. In the event either party reopens any provision of this Agreement, the other party may thereafter reopen one economic and/or one non-economic provision of this Agreement. Any impasse as to a reopened article shall be resolved pursuant to the impasse resolution procedure set forth in Chapter 447 of the Florida Statutes.

ARTICLE 22 PREVAILING RIGHTS

Section 1 - General: Any benefits implied or otherwise accruing to the benefit of the bargaining unit members that are not expressly provided herein shall continue to be enjoyed as provided under the same conditions.

Section 2 - Exchange of Shifts: Employees may exchange shifts with prior approval of the Commander or the Chief.

Section 3 - Damaged Personal Equipment: Any employee, who, during the course of their employment shall incur any damage to their clothing or personal property (to include Department approved weapons which the employee is qualified to utilize), shall be reimbursed up to 100% unless it is established that the loss or notification of the loss or damage was caused by neglect of the employee. The Chief will investigate the incident and make final determination as to the City being involved, or if the loss or damage is the fault of the employee. Approved weapons will be secured in the following manner: inside the interior of the Police Department vehicle with a Department approved locking mechanism, inside the locked trunk of the Police vehicle, or inside the locked Police vehicle that is equipped with an operating alarm system.

The "preferred" method (if available) is inside the interior of the Police Department vehicle with a Department approved locking mechanism.

Section 4 - Outside Employment: Employees shall not work at any other job; either part or full-time, without first seeking permission from the Chief. City vehicles or equipment may be used in law enforcement-related off-duty employment or for transportation to or from such off-duty employment as approved by the Chief or his designee. Such permission will not be denied if the job may be legally performed by the employee and the nature and hours of the job will not, in the Chief's opinion, interfere with the efficient operation of the Department. The City shall have no responsibility to make any accommodations for other jobs, and if another job held by an employee in any way interferes with the performance of an employee or the efficiency of the Department, the employee must, at the Chief's request, give up the other job or jobs. Failure to do so will result in discharge.

ARTICLE 23 SEVERABILITY CLAUSE

Section 1 - Laws: If this Agreement or any provision, section, subsection, sentence, clause, phrase or word of this Agreement is in conflict with any law as finally determined by a court of competent jurisdiction, that portion of this Agreement in conflict with said law or court interpretation of the law shall be null and void, but the remainder of this Agreement shall remain in full force and effect with it being presumed that the intent was to enter into this Agreement without such invalid portion or portions.

Section 2 - Negotiation: Should any Article of this Agreement be rendered invalid as described above, it shall be renegotiated under Chapter 447 of the Florida Statutes provided that a request of such renegotiations be made within fourteen (14) days of a final decision on invalidity.

ARTICLE 24 NO STRIKE

Section 1 - No Strike: The P.B.A. agrees that during the term of this Agreement it shall not participate in, authorize, condone, excuse, ratify, instigate, or support in any manner any concerted failure to report for duty, concerted absence of employees from their positions, concerted stoppage of work, concerted submission of resignations, concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer, for the purpose of inducing, influencing condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or deliberate and concerted course of conduct which adversely affects the services of the public employer, including but not limited to the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

Section 2 - City's Right to Relief: Should the P.B.A. breach this Article, P.B.A. agrees that the City may proceed to the appropriate court and, without notice, obtain an injunction against such breach, that the City may recover from P.B.A. or its successor in interest such damages as may be incurred and that the City may take any other action authorized or required by law.

Section 3 - Employee Participation: Any employee who participates in, or promotes a strike, work stoppage, slowdown or other form of interference with the operation and mission of the City administration shall be subject to discipline up to and including discharge only after a hearing with the City Manager or his designee has determined the employee's involvement.

Section 4 - P.B.A. Assistance: In the event of a strike, work stoppage or interference, as defined presently in the Public Employee Relations Act, with the operation and accomplishment of the mission of the City administration, the President of P.B.A., or his designee, shall promptly and publicly disavow such strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized P.B.A. representative shall notify the City within twenty-four (24) hours after the commencement of such strike, work stoppage or other forms of interference what measures it has taken to comply with the provision or the provisions of this Article.

Section 5 - Suspension of Agreement: Failure to abide by the terms set forth in this Article shall allow the City Council

to unilaterally suspend this Agreement.

ARTICLE 25 MISCELLANEOUS

Section 1 - Changes: The terms and conditions of this Agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual written consent of the parties during the term of this Agreement and ratification as provided by law.

Section 2 - Priority: This Agreement shall supersede any regulations or practices of the City promulgated and adopted by the City Council or the Civil Service Board.

Section 3 - Internal Investigations and Disciplinary Action: Interrogations of bargaining unit employees involving possible discipline shall be conducted in accordance with the Police Officer's Bill of Rights, Florida Statutes, Chapter 112. Any alleged violations of same shall be remedied only as provided by that law, and not by arbitration under this Agreement.

ARTICLE 26 DISCIPLINE AND DISCHARGE

Section 1 - Probationary Employees: Probationary employees serve at the will and pleasure of the City during their initial probationary period and may be disciplined or discharged for any reason or no reason unless prohibited by law. During the initial probationary period (one [1] year), the employee shall not be entitled to submit disciplinary grievances under Article 10 nor may P.B.A. file disciplinary grievances under Article 10 in their behalf, except for the limited purpose of name clearing in the event of separation.

Section 2 - Types of Discipline: The City recognizes the following types of disciplinary actions:

- | | | |
|----|-----------------------------|--------|
| A. | Verbal Warning | (VW) |
| B. | Supervisory Counseling Form | (SCF) |
| C. | Written reprimand | (WR) |
| D. | Suspension without pay | (SWOP) |
| E. | Probation | (P) |
| F. | Demotion | (D) |
| G. | Combination of the above | (C) |
| H. | Discharge | (DC) |

It is recognized that the type of discipline utilized may vary in each case depending on the employee's past work record and the severity of the conduct and the City agrees to use progressive discipline except where the conduct of the employee is egregious and warrants discharge, one or more forms of discipline as a condition precedent to utilization of another form of discipline.

Section 3 - Discipline Other Than Discharge: All employees may be disciplined by verbal warning, supervisory counseling forms, written reprimand, suspension without pay, probation, demotion or combinations thereof for any action or failure to act which adversely affects the ability of the employee and/or fellow employees to efficiently perform their job responsibilities and/or adversely affects the efficient operation of City government or any department, division, or area of City government.

Section 4 - Discharge:

Probationary, provisional and temporary employees serve at the will of the City and may be disciplined or discharged for any reason not prohibited by law.

Employees who have successfully completed their initial probationary period may be disciplined or discharged for any of the following reasons listed in the Disciplinary Action Scale or for any other just cause:

- A. Verbal Warning(VW)

- B. Supervisory Counseling Form (SCF)
- C. Written reprimand (WR)
- D. Suspension without pay (SWOP)
- E. Probation (P)
- F. Demotion (D)
- G. Discharge (DC)

	1st Offense	2nd Offense	3rd Offense	4th Offense
1. Incompetence in the performance of duties.	SCF to SWOP (8 hours)	SCF to SWOP (8-24 hours)	WR to DC	DC
2A. Possession, use, sale, attempt to sell or procure illegal controlled substances either on or off duty.	SWOP (8-24 hours) to DC	DC		
2B. Possession of Alcoholic Beverages while on duty, on City property or while operating or riding in or on City equipment.	WR to DC	SWOP to DC		
3. Reporting to work under or while on duty being under the influence of illegal controlled substances or alcoholic beverages.	Up to DC			
4. Insubordination.	SCF up to DC	WR to DC	DC	
5. Refusal to fully and truthfully cooperate in an internal investigation related to the operation of the City conducted by or at the direction of the City.	Up to DC			
6. Interfering with official duties of other employees or refusal to perform assigned work.	SCF to SWOP (8 hours)	SWOP (16-24 hours) to DC	DC	
7. Unexcused absenteeism or tardiness.	SCF	WR to SWOP (8 hours)	SWOP to DC	
8. Political campaigning in writing and/or orally, on the job or during duty hours of other employees, whether the campaigning employee is on or off-duty.	SCF to WR	WR to SWOP (8 hours)	SWOP to DC	
9. Carelessness and/or negligence in the handling or control of City property, or the misappropriation of City property.	SCF to WR	SCF to SWOP (8 hours)	SWOP (8-24 hours) to DC	SWOP (16-24 hours) to DC
10. Discourteous, insulting, abusive or inflammatory language or conduct toward the public, a fellow employee or employees.	SCF to WR	SCF to SWOP (8 hours)	SWOP (8-24 hours)	SWOP (16-24 hours) to DC
11. Absence from duty without authority, including refusal to report to duty at any time, except where a valid reason dictates you cannot report to duty.	SCF to SWOP (8 hours)	WR to SWOP (8-24 hours)	SWOP to DC	
12. Acceptance of a gift under circumstances from which it could reasonably be inferred that the giver expected or hoped for preferred or favored treatment in an official or departmental/agency matter.	SCF to SWOP (8 hours)	WR to SWOP (8-24 hours)	SWOP to DC	
13. On or off the job conduct which adversely affects the	SCF up to DC	WR up to DC	SWOP	

to DC

ability of the employee to perform his duties and/or the duties of other employees and/or adversely affects the efficient operation of the City government or any department, division or area of City government.

- | | | | | |
|--|--------------------------|-------------------------|------------|----|
| 14. Lying or falsification of any document or any other dishonesty connected with the employee's employment or in any way related to the operation of City government or any department, division or area of City government. | SCF to DC | WR to DC | | |
| 15. Unauthorized personal possession of firearms or possession of explosives while on-duty or while on City property. | SCF to DC | WR to DC | | |
| 16. Fighting, unsafe conduct or other misconduct while on duty or on City property | SCF up to DC | WR to DC | | |
| 17. Violation of a posted or otherwise known City departmental rule, procedure, order, regulations or state or City statute or ordinance which is related to the employee's employment. | SCF up to DC | WR to SWOP | SWOP | DC |
| 18. Any fraudulent, criminal, or dishonest act(s) committed acting alone or in collusion with others, including but not limited to stealing, embezzlement, extortion, assault or vandalism, whether committed on or off the job. | Up to DC | | | |
| 19. Improper racial or sexual comments, harassment or acts. | SCF to DC | SWOP to DC | | |
| 20. Violations of Florida Statute 447.505, prohibiting public employees from participating in any strike against a public employer. | Up to DC | | | |
| 21. Conviction of any crime where the conduct involved could reasonably expect to impact the performance of the employee or the efficient operation of government, or conviction of any felony. | Up to DC | | | |
| 22. Loss of a state or federal license or certificate required or essential to the performance of the employee's job. | Up to DC | | | |
| 23. Unacceptable driving record where driving license is part of the employee's job. | SCF to SWOP (8-24 hours) | WR to SWOP (8-24 hours) | SWOP to DC | |
| 24. Abuse of sick leave, or false claim of eligibility for such leave. | SCF to SWOP (8 hours) | WR to SWOP (8-24 hours) | SWOP to DC | |
| 25. Threatening, intimidating, coercing or interfering with fellow employees or supervision at any time, including abusive language. | SCF up to DC | WR up to DC | SWOP to DC | |
| 26. Reporting to work or working while unfit for duty, | SCF to SWOP | WR up to DC | SWOP to DC | |

either medically, mentally or physically.

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|--|-----------------------|-------------------------|------------|
| 27. Failure to work overtime, special hours or special shifts after being scheduled according to overtime and standby duty policies. | SCF to SWOP (8 hours) | WR to SWOP (8-24 hours) | SWOP to DC |
| 28. Leaving his post at the end of the scheduled shift without being relieved by the supervisor or the relieving employee on the incoming shift, for those units operating on a 24-hour basis. | SCF to SWOP (8 hours) | WR to SWOP (24 hours) | SWOP to DC |
| 29. Refusing to submit to a drug or breathalyzer test under departmental rules and regulations. | Up to DC | | |
| 30. Inability to perform one's duties, with or without reasonable accommodation. | SCF to DC | | |

Section 5 - Right to Respond: Where an employee has been disciplined by verbal warning, supervisory counseling form, written reprimand or suspension without pay for up to 24 hours and the employee disagrees with the discipline, he shall have the right to submit a written statement of position to the Chief, or his designee, which if submitted within ten (10) calendar days of the discipline shall be included in the employee's official and Departmental personnel files; however, such discipline may not be subject to grievance or arbitration at that time

If an employee is disciplined by suspension without pay for 25 hours or more, probation, demotion or a combination of one or more of them with a lesser form of discipline, the employee may file a grievance under Article 10.

Section 6 - Notice: Employees shall, upon request, be given copies of all disciplinary actions taken against them except for oral warnings.

Section 7 - Pre-action Conference: An employee will be notified in writing or orally of management's intention to take disciplinary action under Section 2(A) to (H), or a combination of any of them and the reasons for such action in advance and given an opportunity, upon his request, to explain his position orally or in writing to the management person making the disciplinary decision within three (3) days; however, where management is considering suspension without pay or discharge, the employee may be immediately suspended without pay. In which case, if the disciplinary action is not taken or is taken and later reversed the employee shall receive back pay for the period suspended without pay prior to the disciplinary decision.

Section 8 - Administration of Discipline: The Chief of Police or his designee may issue the following types of discipline:

1. Oral Warning
2. Supervisory Counseling Form
3. Written Reprimand
4. Suspension Without Pay (Total 24 Hours)

The Chief of Police may issue a suspension without pay from one to three days (8 to 12 hour days, Total 24 hours), or a combination of the above.

The City Manager, with recommendation from the Chief of Police may place a permanent employee on probation, suspend without pay for 25 hours or more, issue a demotion and/or discharge an employee or a combination of the above.

ARTICLE 27 PENSION

The City shall continue to maintain the City of Avon Park Police Officers' Retirement System in which bargaining unit members may participate. Any changes, including changes to benefits or other terms of the plan, shall be subject to negotiation pursuant to Florida Statute, Chapter 447, Part II.

ARTICLE 28
DURATION AND TERMINATION

Section 1 Subject to any modifications made pursuant to Article 21, Section 4, this Agreement shall be effective as of the successful ratification by both the bargaining unit and the City Council and shall remain in full force and effect until the 30th day of November 2012. There shall be no retroactivity for any benefit or wage increases prior to the ratification of the contract.

Section 2. Should a new labor agreement not be ratified by both parties prior to the expiration of this Agreement, then in that event, the status quo shall be maintained and this Agreement shall continue in effect following the expiration of this Agreement.

Changes made to PBA Agreement for ratification September 27, 2010

Pg 2

Article 4, Section 8

Change word "not" to the word "to"

Pg 4

Article 8, Section 2

Annual uniform replacement allowance increased from \$500.00 to \$600.00
Added the wording "as approved by the Chief".

Pg 5

Article 9, Section 2

Added language that states the employee has to be appointed by the Chief or his designee to carry out duties or responsibilities of a rank or position above that which he normally holds.

Pg 9

Article 11, Section 1, Item 13

Added two additional Personal Days to be added only for fiscal year 2010-2011

Pg 12

Article 16, Section 1

Added language that the City will endeavor to advise and upon request, involve representatives from the PBA in insurance related issues, renewals and changes and updates.

Pg 15

Article 21, Section 1

Added language that there will be no COLA during the life of this agreement.
Please see below: Article 21, section 5 may alter this Section 1.

Pg 15

Article 21, Section 2, 4

Referencing the below pay scale... currently a promotion from police officer to entry level sergeant takes a pay cut until his third year as sergeant. During negotiations, a 75 cent increase was made to the entry level and one year level sergeant in order to make the actual promotion compensable. The subsequent years were also adjusted. The increase is not retroactive. No increase will be provided for sergeants' in the middle of a step. Increases will only be made at the actual anniversary of the step.

Grade 203 Police Officer	STEP	HOURLY
	1	13.6784
	2	15.4531
	3	16.8927
	4	17.3719
	5	17.9938
	6	18.5521
	7	19.525

		OLD	NEW
Grade 204 Police Sergeant	1	18.9513	19.7013
	2	19.4537	20.2037
	3	20.1608	20.9108
	4	20.8391	21.5891
	5	21.9007	22.6507

Pg 15

Article 21, Section 5

Option for opening negotiations with the PBA or vice-versa for the second year of this contract must be done via written notice no later August 1, 2011.

Pg 17

Article 26, Section 3

Removed warnings to "warning". Added the word "dismissal".

Pg 17 - 20

Article 26, Section 4

Discipline and Discharge modifications were made that are more defined and concise per offense(s)

Pg 20

Article 27, Section 1

Dates were changed to reflect this new agreement with mutual knowledge of no retroactivity for any benefit or wage prior to ratification of the contract.

Parity study for Fire Department

(per Union agreement; the fire department employees are provided equal consideration for pay compared to the police department.)

Grade 405 Fire Liutenant	STEP	OLD
		HOURLY
	1	12.3908
	2	13.9785
	3	15.2383
	4	15.6575
	5	16.2015
	6	16.6903
	7	17.5418

Grade 403 Fire Captain		OLD	NEW
	1	16.5824	17.2386
	2	17.022	17.6782
	3	17.6404	18.297
	4	18.2341	18.8905
	5	19.1632	19.8194

IN WITNESS THEREOF, the parties have set their signatures this 15th day of September, 2010.

FOR THE CITY OF AVON PARK:



City Manager

MAYOR:



FOR THE POLICE BENEVOLENT ASSOCIATION:



Stephen A. Micciche, Chief Negotiator

RATIFICATION

THIS CONTRACT WAS RATIFIED BY THE BARGAINING UNIT AND THE CITY COUNCIL AS FOLLOWS:

THE BARGAINING UNIT

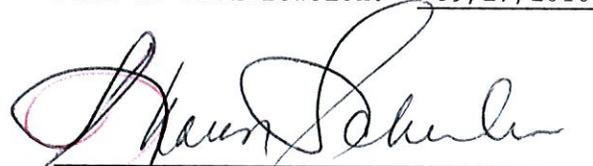
Date of Ratification: 09/27/2010



P.B.A. PRESIDENT

CITY COUNCIL

Date of Ratification: 09/27/2010



Sharon M. Schuler
Mayor