

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF KISSIMMEE, FLORIDA

And

THE FLORIDA POLICE BENEVOLENT ASSOCIATION

Police Officers, Corporals, and Detectives (Cert #1280)

And

Sergeants (Cert #1356)

October 1, 2015 to September 30, 2018

June 28, 2016

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PREAMBLE

This Agreement is entered into by and between the City of Kissimmee, Florida (the Employer), and the Florida Police Benevolent Association, Inc. (the Association), for the purpose of promoting harmonious relations between the Employer and its employees, to establish an orderly and prompt procedure for the resolution of grievances, and to set forth the full agreement between the parties concerning wages, hours of work, and other terms and conditions of employment.

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.

ARTICLE 1
RECOGNITION

1.1 The Employer recognizes the Association as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the following bargaining units:

- (a) **Rank and File unit** described in PERC Certification No. 1280 (February 24, 2000), as amended:

Included: All fulltime certified police officers, corporals, and detectives of the Kissimmee Police Department.

Excluded: Police Chief, Deputy Chief, Police Captains, Police Lieutenants, Sergeants, Telecommunicators, and all other employees of the City of Kissimmee.

- (b) **Supervisory unit** described in PERC certification No. 1356 (April 5, 2002):

Included: All fulltime police sergeants, except the professional standards (internal affairs) sergeant, employed by the City of Kissimmee.

Excluded: Police Chief, Deputy Chief, Police Captains, Police Lieutenants, Internal Affairs Sergeant, Police Officers, Detectives, Corporals, Telecommunicators, and all other employees of the City of Kissimmee.

1.2 The provisions of this Agreement shall apply to both of the above bargaining units, except where separate provisions are expressly set out for each individual unit.

ARTICLE 2
FAIR PRACTICES

2.1 The Employer and the Association agree not to interfere with the rights of employees to become members or to refrain from becoming members of the Association, and there shall be no discrimination, interference, restraint, or coercion by the Employer or the Association against any employee because of Association membership or non-membership.

2.2 The Employer and the Association agree not to discriminate against or harass any employee because of age, race, creed, sex, marital status, national origin, disability, or any other status or criteria protected by Federal or State anti-discrimination laws. Provided that grievances brought under this subsection may be pursued up to step 4 (City Manager decision level). Any claim of unlawful discrimination or harassment that is not resolved by the City Manager or designee at Step 4 of the grievance procedure may be filed with an appropriate court or administrative agency having jurisdiction to resolve the complaint, but shall not be subject to the arbitration procedure set forth in this agreement.

ARTICLE 3
DUES DEDUCTIONS

3.1 Any member of the Association who has submitted a properly executed written dues deduction authorization to the City Manager or his designee, may have his membership dues in the Association deducted from his pay. Dues so deducted shall be transmitted to the Association monthly, accompanied by a list of those employees' names whose dues are included. It shall be the responsibility of the Association to notify the City Manager, or his designee, of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the Employer be required to deduct Association fines, penalties, or special assessments from the pay of any member. An employee may revoke his authorization for dues deduction upon thirty (30) days written notice to the Employer and the Association.

3.2 In the event that an employee has not earned enough money in a given pay period to allow the Employer to make all deductions authorized by the employee, the Employer will make deductions in the following order:

First, required tax and social security and medicare deductions;

Second, legally required child support payments;

Third, deductions for medical coverage, pension benefits, and other employee benefit programs,

Fourth, Association dues.

In the event that an employee's authorized dues are not deducted because of a shortage in the amount of the employee's pay, the Employer will notify the Association, and the Association will be responsible for collecting the dues that were not deducted.

3.3 The Association agrees to indemnify and hold harmless the Employer, its agents, employees, and officials from and against any claims, demands, damages, or causes of action of any nature whatsoever, asserted by any person, firm, or entity, based upon or related to payroll deduction of Association dues. The term officials as used herein includes elected and appointed officials.

3.4 For purposes of this Article, the parties recognize that workers compensation payments are not paid through the City, and the City will not be responsible for deducting or collecting association dues from workers compensation payments paid to Association members.

ARTICLE 4

MANAGEMENT RIGHTS

4.1 The Association recognizes that, except to the extent that the Employer has agreed otherwise by the express terms of this Agreement, the Employer retains all the rights and the authority it has previously exercised in the delivery of law enforcement services to the citizens of the City of Kissimmee and in the organization and direction of the public employees who provide such services. Nothing in this Agreement shall be deemed to constitute an undertaking by the Employer to guarantee the continuation of any job, operation, or portion thereof, currently performed by unit employees. Nothing in this Agreement shall be deemed a guarantee of employment to any unit employee.

4.2 Subject to the express terms of this Agreement and in accordance with Section 447.209, Florida Statutes, the Employer retains the exclusive right and authority to:

- (a) Make and change reasonable rules and regulations;
- (b) Determine the basis for selection, retention, and promotion of employees to or for positions outside the bargaining unit;
- (c) Determine the basis for selection of employees to or for positions within the bargaining unit;
- (d) Determine the qualifications for employees and the contents of job classifications;
- (e) Determine the work assignments of employees;
- (f) Change or eliminate existing work procedures and equipment utilization;
- (g) Transfer, subcontract, or eliminate work, including work performed by bargaining unit members;
- (h) Schedule and reschedule working hours, starting and quitting times for employees in the bargaining unit;
- (i) Establish and enforce quality and quantity standards and judgment of workmanship required;
- (j) Determine and control all use of equipment by employees for personal purposes;
- (k) Determine services to be rendered;
- (l) Determine the locations of business activities including the establishment of new ones and the relocation and/or closing of existing ones.

4.3 It is further agreed that the above detailed enumerations of management rights shall in no way be deemed to exclude any other management prerogatives that may not have been specifically enumerated.

4.4 The Association recognizes and agrees that the Employer retains sole and exclusive rights to manage its affairs in all respects and as to all matters in connection with the exercise of such rights; and specifically, that nothing in this Agreement shall be construed as delegating to another the authority conferred by law on any member or official of the City of Kissimmee or in any way abridging or reducing such authority.

4.5 The Association agrees, in recognition of management's rights, not to request the Employer to bargain with respect to the foregoing during the life of this Agreement. However, should decisions on the above matters have the practical consequence of violating the terms and conditions contained in this agreement, the exercise of such management rights shall not preclude employees or the Association from raising grievances. Furthermore, nothing in this article is intended to prevent the Association or Employer from raising issues during the term of this contract that were not previously considered by either party at the bargaining table.

4.6 The Employer recognizes that if decisions on the matters listed in section 4.2 have a direct and substantial impact on the wages, hours, or terms and conditions of employment of bargaining unit employees, the Association has the right as provided by law to bargain regarding the impact of such decisions prior to the implementation of such decisions.

ARTICLE 5
ASSOCIATION REPRESENTATIVES

5.1 Association Time Pool

- (a) Employees may donate accrued vacation and accrued compensatory time to an Association time pool. Employees wishing to donate time to the Association time pool will be required to complete and submit quarterly forms for that purpose, as furnished by the Employer.
- (b) Time donated to the Association time pool will be credited and charged on an hour for hour basis.
- (c) Members of the Association bargaining team, and other employees designated by the Kissimmee PBA Representative, are authorized to use the time pool as provided herein. The Kissimmee PBA Representative must authorize any use of the Association time pool.
- (d) Employees wishing to take time away from their scheduled work to use Association pool time shall request leave in advance, following the normal procedures for vacation leave requests.
- (e) Employees using Association pool time are responsible for accurately reporting pool time actually used.

5.2 The Employer agrees to recognize three (3) Association representatives, and Association Staff Representatives appointed by the Association, whose duties shall be to process grievances from members of the bargaining unit, and from time to time bring to the attention of the Chief conditions of mutual concern. The Association will notify the Employer, in writing, of the names of the designated representatives. For purposes of this subsection, there shall be a total of three PBA representatives who will cover both of the PBA bargaining units.

5.3 The Employer agrees to allow the Association representatives and staff representatives who are designated in paragraph 5.2 reasonable access, to the Police Department to attend grievance meetings and arbitration hearings, and to attend meetings at the request of management.

5.4 Time to Conduct Association Business

- (a) The Association agrees to conduct Association business outside of normal working hours to the maximum extent possible in order to minimize potential disruption of the work of unit employees.
- (b) The Association representatives referred to in paragraph 5.2 will be permitted to use a reasonable amount of official duty time, without loss of pay or benefits, for the following purposes:

1. To represent a bargaining unit employee or act as the Association representative during a grievance meeting with Employer representatives as provided for by the grievance procedure;
 2. To consult with management officials or attend meetings with management when requested to do so by management;
 3. To be present at any questioning of a bargaining unit employee by a representative of the Employer in connection with an investigation of the employee when the employee reasonably believes that the questioning may result in disciplinary action and the employee requests Association representation.
- (c) When it is necessary for an Association representative to meet with an employee or take time away from his duties as an employee of the City of Kissimmee for any other reason not provided for in subsection 5.4(b), the Association representative (and the employee, if another employee is involved) shall schedule time for such meetings or other tasks after work hours except in cases of emergencies that cannot be postponed. If the Association representative needs to take time during the regular work day to investigate a grievance, or to attend to other Association business, use of the time pool is authorized as provided in paragraph 5.2. The necessary time may also be taken as vacation leave or leave without pay, subject to the approval of the supervisor(s) of the employee and representative, which approval shall not be unreasonably withheld. The supervisor(s) are not required to approve the requested leave if either employee is needed on the job for work, which due to public safety or operational needs cannot be postponed.

5.5 If the Association is taking a grievance to arbitration without the attendance of legal counsel at the hearing, the Association may designate one Association representative to participate as a representative in the arbitration hearing, but not as a spectator. In the event that the hearing is held on a day when the designated Association representative is scheduled to work, he will be permitted to take time off without loss of pay to attend the hearing.

5.6 The Employer will permit designated representatives of the Association, whether state, regional, or local, to have reasonable access to the premises of the Employer to conduct Association business, with prior written approval of the Chief, or his designee, if such visits will not disrupt routine operations. Requests for access pursuant to this provision shall be made in writing to the Chief, and shall designate the general purpose of the proposed meeting or visit, the date, time, and nature of the access requested. For the purpose of this paragraph, Association business shall not include political activities.

5.7 One local representative of the Association may be permitted to take accrued vacation leave or compensatory time, or take time off without pay, to attend functions of the Association up to seven (7) days per year. Requests to take leave or time off under this provision shall be subject to the operational needs of the Department and must be approved in advance by the Chief of Police. For purposes of this subsection, there shall be one local PBA representative who will cover both of the PBA bargaining units.

ARTICLE 6
SERVICES TO THE ASSOCIATION

6.1 The Employer agrees to furnish the Association, upon written request, copies of all City and police department rules and regulations. The Employer shall provide the Association with copies of all proposed revisions to City and Police Department Policies affecting wages, hours, or other terms and conditions of employment of bargaining unit employees in advance of the time that such revisions are implemented.

6.2 The Employer agrees to furnish the Association copies of public documents lawfully requested by the Association at a cost in accordance with Section 119.07, Florida Statutes.

6.3 The Employer agrees to furnish wall space not to exceed 36" by 48" for an Association purchased glass enclosed bulletin board to be located in the off going room. (A single bulletin board will be used for the rank and file and sergeants' bargaining units.) The bulletin board will be consistent in style with the existing bulletin board that is in the off going room. The Association will notify the Employer of the name of the designated representative responsible for maintaining the bulletin board. The Association bulletin board shall be used only for the following notices:

- a. Recreational and social affairs of the Association
- b. Association meetings
- c. Association elections
- d. Reports of Association Committees
- e. Association benefit programs

Notices shall not contain any political advertisements, or anything reflecting adversely on the City, or any of its employees, and no material, notices, or announcements, which violate the provisions of this Article, shall be posted.

Notices shall be submitted to the Chief or his designee for approval before posting, and shall bear the signature of the Association President or his authorized representative and the Chief of Police or his designee before being posted. The Chief of Police shall not unreasonably withhold approval of the posting of such materials.

6.4 The Employer will provide the Association on an annual basis, a complete roster of the bargaining unit including name, rank, business e-mail address, business telephone number, present assignment, and base salary.

ARTICLE 7
LABOR MANAGEMENT COMMITTEE

7.1 Upon ratification of this agreement, a Labor Management Committee shall be formed. The purpose of this committee shall be to discuss problems and objectives of mutual concern including equipment and safety issues. The Labor Management Committee shall be advisory in nature, shall not be a substitute for collective bargaining and shall not address issues involving grievances.

7.2 The Committee shall be composed of not more than two (2) designated representatives of the Employer and not more than two (2) designated representatives of the Association. There shall be a single Committee which shall cover both Association bargaining units.

7.3 Meetings shall be scheduled at the request of either party, but not more frequently than once a month.

7.4 All reasonable attempts will be made by the parties to conduct the meetings on an agenda basis. An agenda shall be posted, listing items to be discussed by the parties, not less than twenty-four (24) hours prior to the scheduled meeting. Requests for discussion of specific items should be submitted to the committee forty-eight (48) hours prior to the scheduled meeting time.

7.5 One member of the Committee shall be designated as Secretary, for purposes of recording all matters discussed at the meetings. Minutes will be posted on the department bulletin board.

ARTICLE 8
NO STRIKE

8.1 There will be no strikes, work stoppages, slowdowns, boycotts, or concerted failures or refusals to perform assigned work by the employees or the Association and there will be no lockouts by the Employer for the duration of this Agreement. The Association supports the Employer fully in maintaining normal operations.

8.2 Any employee who participates in or promotes a strike, work stoppage, slowdown, boycott, or concerted failure or refusal to perform assigned work may be disciplined or discharged by the Employer in accordance with the provisions of Chapter 447, Part II, Florida Statutes.

8.3 It is understood and agreed that in the event of any violation of this section, the Employer or the Association shall be entitled to seek and obtain immediate injunctive relief. Provided, however, it is agreed that the Employer or the Association shall not be responsible for any act alleged to constitute a breach of this section if neither the Association nor the Employer nor any of their officers or agents instigated, authorized, condoned, sanctioned, or ratified such action.

ARTICLE 9
EMPLOYEE RIGHTS IN INTERNAL INVESTIGATIONS AND OTHER INTERVIEWS
AND INQUIRIES

9.1 **Internal Investigations** -- To insure that all internal investigations are conducted by the Employer in a manner conducive to good order and discipline meanwhile protecting the individual rights of each employee, the parties agree that such investigations shall be conducted in full compliance with the requirements of the Law Enforcement Officer's Bill of Rights, Chapter 112.532 et.seq., Florida Statutes, as it may be amended from time to time. However, the parties agree that if the Law Enforcement Officer's Bill of Rights is amended following the effective date of this agreement, the amended version shall govern any investigations. In addition to complying with the Bill of Rights requirements, the following procedures will be observed in internal investigations:

- (a) Except in the case of an emergency, as determined by management, the employee will be afforded at least twenty-four (24) hours notice and granted the opportunity to notify his Association representative prior to questioning in an internal affairs investigation. Nothing in this section is to be construed as a limitation on the ability of the employer to require the employee to provide general information following a use of deadly force incident, as set out in Article 17.
- (b) If it is known that the employee is being interviewed as a witness only, the employee will be so informed, provided that this will not prevent the employee from being later subjected to an internal affairs investigation if information becomes available that indicates the employee is not merely a witness.

9.2 **Weingarten Right** -- In all cases where an employee is to be interviewed or required to respond to a written inquiry concerning an alleged violation of the Department's rules or regulations, which, if proven, may result in loss of pay or position or in some other disciplinary measure, including an oral or written reprimand, he shall be afforded a reasonable opportunity and facilities to contact and consult privately with a representative of the Association (who may be an attorney) before being interviewed. The Association representative may be present during the questioning. Where the Association representative is not immediately available and conditions permit, the interview will be postponed for a reasonable period of time. Provided that no interview need be postponed for more than twenty-four (24) hours because of unavailability of an Association representative; however, should the Employer determine to proceed with the interview, the employee shall be permitted to select a fellow employee to witness and advise him/her during the interview. This section shall not apply to Article 17.

9.3 If an employee is under arrest or likely to be, i.e., if he is a suspect in a criminal investigation, he shall be given his rights pursuant to the law.

9.4 Complaints from citizens which are determined to be unfounded or not sustained will not be inserted in an employee's personnel file.

ARTICLE 10
HOURS OF WORK AND OVERTIME

10.1 Scheduling

- (a) Bargaining unit employees will be assigned by the Employer to one of the following work schedules:

- 8 hours per day
- 10 hours per day
- 11.5 hours per day

Employees working these schedules will be eligible for overtime pay after working 80 hours in a two week work period.

- (b) The Employer shall determine the number of employees to be assigned to each of the above work schedules, and to each squad/shift.
- (c) If the Employer elects to change the work schedule of an employee or group of employees, the employer will first ask for volunteers, except in cases of emergency or when operational needs require specific employees be selected. In cases where volunteers are used, if there are not enough volunteers for the change, the employer may require employees with the lowest seniority to accept the schedule change. If there are more volunteers than needed, the employer will select the volunteer(s) with the highest seniority.
- (d) Except as provided for in section (c) the Employer shall determine which employees are to be assigned to each squad/shift, and the starting and quitting time of each employee on the squad/shift. This includes, but is not limited to, the right of the Employer to adjust an employee's starting or quitting time within a workweek in order to minimize overtime pay. Example: If an employee works 2 hours overtime one day, the Employer may direct the employee to come in two hours later than usual or quit two hours earlier than usual on another day later in the week. The Patrol shift bidding procedure will take place between August 1 and August 15. The new shift schedule will run from the first full pay period in October of each year.
- (e) The Employer will notify the affected employee(s) at least forty-eight (48) hours in advance of any changes in the employee's regular work schedule, including standby duty and overtime assignments, except in cases of emergency, or when such adjustments are made to minimize overtime pay, or when operational needs do not allow time for notification.

(f) **Meal Periods**

All bargaining unit members will have one 30 minute paid meal break per shift. In addition to the meal breaks, all bargaining unit employees are entitled to two (2)

fifteen (15) minute breaks per shift. With prior supervisory approval, unit members will be allowed to combine the two break periods into one period. Neither the meal period nor the breaks will occur within the first or last hour of the shift unless approved by a supervisor.

10.2 Overtime Pay

- (a) Employees will be paid overtime in accordance with this Agreement and consistent with the the Fair Labor Standards Act, as the same may be amended from time to time. The Employer has the right to designate an extended work cycle as provided for in the Fair Labor Standards Act in determining when overtime compensation is due, and to change the designated work cycle from time to time as allowed by the Fair Labor Standards Act.
- (b) For work performed outside the regular work schedule to be considered as time worked for purposes of overtime pay calculation, the employee must be told or permitted to work in advance by a supervisor (Sergeant or higher ranking officer). No employee may authorize overtime for himself.
- (c) Overtime will be compensated by overtime pay calculated at a rate of one and one-half of the employee's regular rate of pay for overtime worked.
- (d) The Employer and the employee may agree that the employee can earn compensatory leave at the rate of one and one-half hours leave for each hour of overtime worked, in lieu of overtime pay.
- (e) Employees may only accrue unused compensatory leave up to a maximum of 240 hours. When an employee accrues the maximum permissible compensatory leave, the employee shall be paid for all overtime hours in excess of the maximum at the rate of one and one-half times the employee's current rate of pay. The Employer can require an employee to use accrued compensatory leave; provided the employee is given at least 72 hours advance notice.
- (f) Time spent on vacation leave, compensatory time, and court time shall be considered as hours worked for purposes of overtime calculation. Time spent on sick leave and funeral leave is not considered as hours worked for purposes of overtime calculation.

10.3 Scheduling Overtime

The Employer has the right to require any employee to work overtime, and to schedule overtime as needed. Upon request, the Employer will make reasonable efforts to relieve an employee from the requirement to work overtime when the employee has a valid reason for not working the overtime and when there is another qualified employee who performs the work on a reasonable basis available and willing to work the overtime.

10.4 Legal Proceedings

The parties recognize that as part of their duties, police officers are required to respond to subpoenas, attend depositions, and testify in court. When such duties occur at a time when the officer is not scheduled to be at work, the Employer will make arrangements to either release the employee from work at a later time during the same work cycle, or compensate the employee (with pay or compensatory time) for a minimum of two (2) hours or the actual time spent in such activities, whichever is greater. An employee ordered to report for duty two (2) hours or less prior to his normal starting time shall not be entitled to the two (2) hours minimum pay but will be paid for the actual hours worked at the appropriate rate. If an officer is required to hold over, this will be considered an extension of the shift.

10.5 Shift Exchanges for Training and Education

Upon application to the appropriate captain, shift exchanges, for the purpose of attendance at approved police training courses, and college courses, will be arranged, provided:

- (a) It does not interfere with the regular and efficient operations of the Department;
- (b) A fellow officer of like rank and experience volunteers for the exchange;
- (c) It is requested and approved sufficiently in advance so as not to work a hardship on either the officer or the Employer;
- (d) No overtime pay results from the exchange;
- (e) For purposes of this section, the college courses must be those which are pre-approved and part of the City's tuition reimbursement program.

10.6 A unit member who is called back to work on off-duty hours shall be paid overtime as long as he has worked the number of required hours as defined in section 10.1(a). A minimum of two (2) hours of work is guaranteed in such cases. Occasions such as training classes, attendance to administrative duties, or business meetings, are not eligible for call back pay. No employee may be called to perform work during off-duty hours without the prior authorization of the supervisor, Deputy Chief, Chief, or City Manager.

ARTICLE 11
FTO TRAINING SQUAD

Unit members who are qualified to be Field Training Officers shall be furnished with an insignia designating the member as an FTO.

ARTICLE 12
GRIEVANCE AND ARBITRATION PROCEDURE

**THE FOLLOWING SECTION SHALL APPLY TO THE BARGAINING UNIT
CONSISTING OF POLICE OFFICERS, CORPORALS, AND DETECTIVES.**

12.1 In a mutual effort to promote harmonious working relations between the parties of the Agreement, there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application and interpretation of this Agreement.

12.2 A grievance shall be defined as a dispute concerning the interpretation or application of the specific terms of this Agreement.

12.3 Where a grievance is general in nature, in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 3 of the Grievance Procedure within the same time limits provided for the submission of a grievance in Step 1, and shall be signed by the aggrieved employees and/or by the Association representative on the employees' behalf.

12.4 All grievances must be processed within the time limits provided in the Grievance Procedure unless extended by mutual agreement of the parties in writing. Any grievance not presented by the grievant within the applicable time limits shall be deemed abandoned. Any grievance not answered by management within the time limits provided in the Grievance Procedure shall be determined to be denied and shall be advanced to the next available step of the Grievance Procedure, unless an extension of time for an answer is mutually agreed to in writing.

12.5 Grievances shall be processed in accordance with the following procedures:

Step 1. The aggrieved employee shall reduce to writing on the standard form (attached as Appendix A) provided for this purpose and present such written grievance to his Sergeant within ten (10) calendar days of the occurrence which gave rise to the grievance. The sergeant shall meet with the employee and the Association representative, if the employee wishes his assistance, within seven (7) calendar days of the date the grievance is presented. The Sergeant shall attempt to adjust the matter and/or respond to the employee within seven (7) calendar days from the date of the meeting.

Step 2. If the grievance has not been satisfactorily resolved, the aggrieved employee and the Association representative, if the employee wishes his assistance, shall reduce to writing on the standard form provided for this purpose and present such written grievance to the Lieutenant or Captain (or designee) within seven (7) calendar days from the date of the Sergeant's response at Step 1 (or the time the sergeant's response was due in Step 1, if the Sergeant has not responded to the grievance). The Lieutenant or Captain (or designee) shall meet with the employee and the Association representative, if he wishes him present, within seven (7) calendar days. The Lieutenant or Captain (or designee) shall respond in writing within seven (7) calendar days from the date of the meeting.

Step 3. If the grievance has not been satisfactorily resolved, the aggrieved employee and the Association representative, if the employee wishes his assistance, shall reduce to writing on the standard form provided for this purpose and present such written grievance to the Chief of Police or his designee within seven (7) calendar days from the date of the supervisor's step 2 response (or the time the supervisor's response was due in Step 2 if the supervisor has not responded to the grievance). The Chief of Police or his designee shall meet with the employee and the Association representative, if he wishes him present, within seven (7) calendar days. The Chief of Police or his designee shall respond in writing within seven (7) calendar days from the date of the meeting.

Step 4. If the grievance has not been satisfactorily resolved in Step 3, the employee may present a written appeal to the City Manager, within ten (10) calendar days from the date of the response at Step 3 (or from the time the response was due in Step 3 if no response is provided). The City Manager shall meet with the employee and the Association representative within ten (10) calendar days. The City Manager shall respond in writing within fifteen (15) calendar days from the date of the meeting.

Step 5. If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedure the Association may submit for arbitration in writing to the office of the City Manager no later than thirty (30) calendar days after the date of the City Manager's response (or from the date that the City Manager's response is due in Step 4 if no response is provided). The parties to this Agreement will mutually agree, or attempt to, on an independent arbitrator. If this cannot be done, one will be selected, by striking, from a list mutually requested from the Federal Mediation and Conciliation Service.

12.6 The arbitration shall be conducted under the rules of the American Arbitration Association except to the extent modified in this Agreement. Subject to the following, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in the article:

- (a) The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, amend, add to or detract from the terms of the Agreement. The decision shall be within the scope and terms of the Agreement and shall be made in writing, and shall be final and binding on all parties.
- (b) It is contemplated that the Employer and the Association shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing, and if this is done, the arbitrator shall confine his decision to the particular matter thus specified. In the event of the failure of parties to so agree on a statement of issue to be submitted, the arbitrator shall confine his consideration to the written statement of the grievance as presented in Step 4 of the Grievance Procedure. To provide the arbitrator with a better understanding of the grievance at issue, the Association may provide a more definite statement of the issue to be decided in lieu of the written statement of grievance as presented at Step 4 so long as any such statement is

limited to those issues presented in grievance steps 1 through 4. The Association may not use a more definite statement to raise issues that the Employer has not previously had the opportunity to resolve during the grievance process, or that the grievant or Association has not raised in a timely manner.

- (c) Copies of the award of the arbitrator, made in accordance with the jurisdictional authority conferred under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing, unless the parties mutually agree to extend the time limit, and shall be final and binding upon both parties.
- (d) Each party shall bear the expense of its own witnesses and its own representatives. The parties shall bear equally the expense of the impartial arbitrator. Any party requesting a copy of the transcript of the arbitration hearing shall bear its cost, unless otherwise agreed.

**THE FOLLOWING SECTION SHALL APPLY TO THE BARGAINING UNIT
CONSISTING OF SERGEANTS**

12.1 In a mutual effort to promote harmonious working relations between the parties of the Agreement that there shall be a procedure for the resolution of grievances or misunderstandings between the parties arising from the application and interpretation of this Agreement.

12.2 A grievance shall be defined as a dispute concerning the interpretation or application of the specific terms of this Agreement.

12.3

- (a) When the grievant is directly supervised by a Captain, the grievance shall be presented directly at Step 2.
- (b) Where a grievance is general in nature, in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 3 of the Grievance Procedure within the same time limits provided for the submission of a grievance in Step 1, and shall be signed by the aggrieved employees and/or by the Association representative or counsel on the employees' behalf.

12.4 All grievances must be processed within the time limits provided in the Grievance Procedure unless extended by mutual agreement of the parties in writing. Any grievance not presented by the grievant within the applicable time limits shall be deemed abandoned. Any grievance not answered by management within the time limits provided in the Grievance Procedure shall be determined to be denied and shall be advanced to the next available step of the Grievance Procedure, unless an extension of time for an answer is mutually agreed to in writing.

12.5 Grievances shall be processed in accordance with the following procedures:

- Step 1.** The aggrieved employee shall reduce to writing on the standard form (attached as Appendix A) provided for this purpose and present such written grievance to his/her Lieutenant within ten (10) calendar days of the occurrence which gave rise to the grievance. The Lieutenant shall meet with the employee and the Association representative and/or counsel, if the employee wishes his assistance, within seven (7) calendar days of the date the grievance is presented. The Lieutenant shall attempt to adjust the matter and/or respond to the employee within seven (7) calendar days from the date of the meeting.
- Step 2.** If the grievance has not been satisfactorily resolved, the aggrieved employee and the Association representative, if the employee wishes his assistance, shall reduce to writing on the standard form provided for this purpose and present such written grievance to the Captain (or designee) within seven (7) calendar days from the date of the Lieutenant's response at Step 1 (or the time the sergeant's response was due in Step 1, if the Lieutenant has not responded to the grievance). The Captain (or designee) shall meet with the employee and the Association representative, if he wishes him present, within seven (7) calendar days. The Captain (or designee) shall respond in writing within seven (7) calendar days from the date of the meeting.
- Step 3.** If the grievance has not been satisfactorily resolved, the aggrieved employee and the Association representative, if the employee wishes his assistance, shall reduce to writing on the standard form provided for this purpose and present such written grievance to the Chief of Police or his designee within seven (7) calendar days from the date of the supervisor's step 2 response (or the time the supervisor's response was due in Step 2 if the supervisor has not responded to the grievance). The Chief of Police or his designee shall meet with the employee and the Association representative, if he wishes him present, within seven (7) calendar days. The Chief of Police or his designee shall respond in writing within seven (7) calendar days from the date of the meeting.
- Step 4.** If the grievance has not been satisfactorily resolved in Step 3, the employee may present a written appeal to the City Manager, within ten (10) calendar days from the date of the response at Step 3 (or from the time the response was due in Step 3 if no response is provided). The City Manager shall meet with the employee and the Association representative within ten (10) calendar days. The City Manager shall respond in writing within fifteen (15) calendar days from the date of the meeting.
- Step 5.** If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedure the Association may submit for arbitration in writing to the office of the City Manager no later than thirty (30) calendar days

after the date of the City Manager's response (or from the date that the City Manager's response is due in Step 4 if no response is provided). The parties to this Agreement will mutually agree, or attempt to, on an independent arbitrator. If this cannot be done, one will be selected, by striking, from a list mutually requested from the Federal Mediation and Conciliation Service.

12.6 The arbitration shall be conducted under the rules of the American Arbitration Association except to the extent modified in this Agreement. Subject to the following, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in the article:

- (a) The arbitrator's decision shall be final and binding, but he shall have no power to alter, modify, amend, add to or detract from the terms of the Agreement. The decision shall be within the scope and terms of the Agreement and shall be made in writing, and shall be final and binding on all parties.
- (b) It is contemplated that the Employer and the Association shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing, and if this is done, the arbitrator shall confine his decision to the particular matter thus specified. In the event of the failure of parties to so agree on a statement of issue to be submitted, the arbitrator shall confine his consideration to the written statement of the grievance as presented in Step 4 of the Grievance Procedure. To provide the arbitrator with a better understanding of the grievance at issue, the Association may provide a more definite statement of the issue to be decided in lieu of the written statement of grievance as presented at Step 4 so long as any such statement is limited to those issues presented in grievance steps 1 through 4. The Association may not use a more definite statement to raise issues that the Employer has not previously had the opportunity to resolve during the grievance process, or that the grievant or Association has not raised in a timely manner.
- (c) Copies of the award of the arbitrator, made in accordance with the jurisdictional authority conferred under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing, unless the parties mutually agree to extend the time limit, and shall be final and binding upon both parties.
- (d) Each party shall bear the expense of its own witnesses and its own representatives. The parties shall bear equally the expense of the impartial arbitrator. Any party requesting a copy of the transcript of the arbitration hearing shall bear its cost, unless otherwise agreed.

ARTICLE 13
SENIORITY AND LAYOFF

13.1 Seniority

- (a) Seniority shall be determined by continuous full-time employment with the Police Department, excluding temporary, emergency, provisional, and part-time regular employment. In the event two or more employees have the same seniority date, the employee with the longest continuous employment with the City shall be considered the more senior employee. In the event that two or more employees have the same length of service with the City, lot will determine the seniority of those employees.
- (b) The conditions under which an employee shall lose seniority are:
 - 1. Resignation;
 - 2. Discharge;
 - 3. Retirement.
- (c) The Employer shall maintain and post a current seniority list in the Police Department, which shall be updated annually. The list shall be used whenever called for by the specific provisions of this Agreement. The employer will mail the current seniority list to the Association by October 30 of each year, and within 5 business days of request.

13.2 Filling of Vacancies

- (a) For purposes of this article, qualifications will be defined as the employee's ability to efficiently and effectively assume the responsibilities and duties of a given position, as determined by management.
- (b) When employees are applying to fill a vacancy for a bargaining unit position, the employee's seniority and qualifications shall be considered, with qualifications being the deciding factor in filling said vacancy. If qualifications, as defined in Section 13.2(a), among competing employees are equal, seniority shall be the basis of selection.

13.3 Lay-off and Work Force Adjustment

- (a) Whenever it becomes necessary to lay off an employee or group of employees due to lack of work, employees will be laid off in inverse order of their seniority.
- (b) Recall of laid-off employees will be made by seniority.
- (c) In order to be eligible for recall, the employee must have maintained his or her certification, and keep the Employer advised of his current address. Employees shall be recalled by written notification by certified mail return receipt requested to

their last known address. Recalled employees shall notify the Employer if they desire to return to work, within five (5) days of receipt of the recall notice, and must return to work within twenty one (21) days from receipt of recall notice.

- (d) The Employer is only required to recall an employee to the classification that he previously held in a permanent position. If an employee refuses a job with the Employer in any classification in which he was previously employed by the Employer, the employee shall lose all further recall rights.
- (e) An employee will be kept on the callback list for one (1) year from the date of the employee's layoff. After this period, the Employer will no longer be obligated to recall the employee.
- (f) Probationary employees have no right to recall under this provision.
- (g) In the event a sergeant is laid off, that sergeant will have bumping rights into this bargaining unit, based upon City-wide seniority.

13.4 An employee's seniority shall only entitle the employee to the rights expressly provided for in this Agreement.

ARTICLE 14
OFF-DUTY POLICE DETAILS

14.1 Employees may voluntarily accept and be employed by a private business (or others) who desire law enforcement type services (special detail employment), subject to the approval of the Employer, and under the rules and regulations applicable to such assignments as set out in General Order 109 (Off-Duty Employment/Special Events/ Escorts), including any amendments that may be made. Provided that the Employer will provide the PBA with reasonable notice and an opportunity to negotiate about any amendments or changes to General Order 109 affecting the wages, hours, or terms and conditions of employment of bargaining unit employees before such changes are implemented.

14.2 The Employer shall post all requests for law enforcement related off-duty employment. Unit members shall be allowed to sign up for the details with the most senior unit member (regardless of the bargaining unit) being awarded the detail.

14.3

- (a) Officers who work special detail employment will be paid a minimum of \$36.00 per hour. The City will retain \$6 of that amount as an administrative fee.
- (b) Officers who work special detail employment on New Years Day, Memorial Day, Easter, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day, and New Years Eve will be paid a minimum of \$46.00 per hour. The City will retain \$6 of that amount as an administrative fee.
- (c) Unit member supervisors who are working a special detail assignment as a supervisor (as required by the employer), shall be paid an additional \$4.00 per hour above the rates listed in this subsection.

14.4 In the event that any law is enacted, or any court issues a final decision, or any administrative agency adopts a rule or otherwise makes a determination that is binding on the Employer, the result of which is that any part of the compensation earned by police officers at special detail employment must be included in the calculation of earnings used to determine either workers compensation or pension benefits, then the bargaining unit employees would be permitted to continue special detail employment for a reasonable period of time not to exceed sixty (60) days, during which period relief would be negotiated by the parties. Thereafter, the employee would not be permitted to do special detail work pending completion of negotiations on this issue. The parties would be obligated to continue negotiations for relief after the sixty-day period, until the matter is resolved through the collective bargaining process. During the sixty (60) day period, no employee will be permitted to accept any new special detail employment assignments.

ARTICLE 15
AWARDS

The Employer will endeavor to provide a formal system of awards for various degrees of outstanding service, as set forth in Department Recognition and Awards Program, as it may be amended from time to time.

ARTICLE 16
PERSONNEL RECORDS

16.1 Employees shall have the right to include in their personnel records written responses, or refutations (including witness statements) of any material that the employee considers detrimental.

16.2 Once a year, upon request by the employee, an employee shall have the right to receive copies of those documents that have been placed in his personnel file in the past year at no cost to the employee.

16.3 The City shall maintain one official personnel file for each employee, which shall be maintained in the Office of Personnel and Risk Management. Duplicate personnel files may be maintained in the Police Department. Such duplicate personnel files may contain all or part of the items filed in the official personnel file. If any disciplinary materials are placed in an employee's personnel file, a copy will be provided to the employee. The employee has the right to respond to any such disciplinary material, and his response will be attached to the file copy. An employee has the right to review his own official personnel file and duplicate personnel file at any reasonable time under the supervision of a representative of the City or Police Department.

16.4 Information describing the nature of an employee's prior disciplinary offense(s), the date(s), and the discipline imposed, may be used in a termination proceeding, regardless of the age of the discipline.

16.5 Any disciplinary action that is appealed shall be marked with its final disposition.

ARTICLE 17
STATEMENTS FOLLOWING USE OF DEADLY FORCE INCIDENTS

17.1 Except as provided for in section 17.2, the employer agrees that it will not normally require any officer to make any sworn or recorded statements (either oral or written) about a use of deadly force incident until after the officer has been afforded a reasonable time to confer with his counsel and/or Association representative. For purposes of this section, a reasonable period of time shall generally be considered up to four (4) hours from the time of the use of deadly force incident.

17.2 (a) Officers involved in use of deadly force incidents are required to provide general information to supervisors, coworkers, and other law enforcement officials immediately after the event in order to allow the Department to meet its obligations to protect the public, protect other law enforcement officials, and investigate the events surrounding the incident. The general information that must be provided to the City Attorney under this subsection includes, but is not limited to, the sequence of events leading up to the use of force incident, and similar information needed to protect the public and other law enforcement officials, and to begin processing the crime scene, and commence an investigation of the incident.

(b) The employer may not require the employee to provide the general information referred to in subsection 17.2(a) in a sworn statement prior to conferring with counsel except where there is a clear and present need to obtain the information in a sworn format in order to obtain a search warrant, an arrest warrant, or take other action to commence the criminal investigation of the activities of persons other than the officer.

ARTICLE 18
PHYSICAL FITNESS PROGRAM

18.1 The City of Kissimmee will establish a voluntary physical fitness program for bargaining unit members to ensure members maintain a reasonable level of physical fitness necessary to safely and efficiently perform their assigned duties. Those participating in this voluntary program will be required to PASS the established standards during the months of April and November each year. (The Department shall schedule two tests during each such month.) Those who successfully PASS the established standards in both April and November will receive bonus compensation in the amount of \$300.00 during the month of December. In exceptional circumstances, as determined by the Employer, the Chief of Police may grant a unit member permission to take the test on a day other than that already scheduled. Participants in this voluntary program are not eligible to participate in the City's Wellness Program.

18.2 The City shall adopt the Florida Department of Law Enforcement's (FDLE) Physical Abilities Test (PAT) (REV. 10/16/06), modified as reflected in Appendix B which is attached to and made a part of this Agreement, and the pass/fail methodology within the FDLE's test.

18.3 Bargaining unit members may take the physical fitness test while on duty provided that doing so will not result in entitlement to overtime pay or interfere with the requirements of their duty assignment.

ARTICLE 19 **HOLIDAYS**

19.1 Authorized Holidays

The following are recognized holidays:

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

- (b) Shift employees shall observe holidays on the day that they occur.
- (c) Non-shift employees shall observe holidays on the day that they occur, except that when a holiday listed above falls on a Saturday, the preceding Friday shall be designated as the official holiday for that year. When the holiday falls on a Sunday, the following Monday shall be designated as the official holiday for that year.
- (d) Employees may be required to work on the holidays listed in this section (including days observed as holidays for non-shift employees).
- (e) With the exception of Patrol Squads and K-9 units, employees who are normally assigned to four (4) 10-hour shifts per week may be assigned to work four (4) 8-hour shifts during a week in which a holiday occurs. On the fifth day, the employee will be paid for eight (8) hours of holiday pay at the employee's regular rate of pay.
- (f) Any employee who is scheduled to work either the day before or after the holiday who fails to report to work on those days as scheduled will not be paid for the holiday, unless the employee was off on approved paid leave.

19.2 Employees Who Work On the Holiday

- (a) Employees who work on the holiday will be paid 1.5 times their normal rate of pay for all hours worked, and will also have a choice of one of the following:
 - (1) Employee will be paid for eight (8) hours of holiday leave; or
 - (2) Employee will accrue eight (8) hours of holiday leave to be used at a later date. Any leave accrued under this provision will be accrued as of the

date of the holiday, and must be used by the end of the calendar year. Any leave not used by the end of the calendar year will be forfeited.

- (b) Under no circumstances will hours paid or accrued under subsections 19.2(a)(1) or 19.2(a)(2) be counted as hours worked for the purposes of overtime.

19.3 Employees Who Do Not Work On the Holiday

- (a) Employees who do not work on the holiday will be paid for eight (8) hours at their normal rate of pay.
- (b) Under no circumstances will hours paid under this provision be counted as hours worked for the purposes of overtime

19.4 **Personal Holiday Leave**

One personal holiday shall accrue on January 1st of each year. An employee must be employed on January 1st in order to receive the personal holiday. Employees are eligible to take the personal holiday any time within the calendar year, subject to advance approval by the employee's supervisor. The personal holiday cannot be accumulated from one calendar year to the next or liquidated for cash. If an employee does not take the personal holiday by the end of the calendar year it is forfeited.

19.5 **Personal Leave**

In addition to the recognized holidays and personal holidays, each employee shall accrue forty (40) hours of personal leave time on January 1st of each year. Employees hired after January 1 shall accrue personal leave as of their date of hire on a pro-rated basis. Employees are eligible to take personal leave any time within the calendar year, subject to advance approval by the employee's supervisor. Personal leave cannot be accumulated from one calendar year to the next or liquidated for cash. If an employee does not take personal leave by the end of the calendar year, it is forfeited.

19.6 CID and Traffic Homicide personnel who are on standby for the pay period in which a holiday falls (limit of 2 for CID and 1 for Traffic Homicide) will be paid time and one half for call back hours during that two week pay period as long as 1) they do not call in sick for any hours in that payroll period; and 2) those standby hours are approved by the Chief or his designee. In the event that a major event occurs and the standby personnel require the assistance of other detectives during a holiday week, those personnel called out will also be paid time and one half for the call back hours as long as 1) they do not call in sick for any hours in that payroll period; and 2) those call back hours are approved by the Chief or his designee.

ARTICLE 20
SICK LEAVE

20.1 Sick Leave Accrual

- (a) Employees shall accrue sick leave at the rate of eight (8) hours per month.
- (b) Employees may accrue up to 480 hours of sick leave.

20.2 Use of Sick Leave

Employees may use sick leave under the following circumstances:

- (a) When the employee is not able to work due to the employee's personal illness, pregnancy, or non-occupational injury;
- (b) When the employee is not able to work because of the need to attend to a child or spouse who is ill;
- (c) When the employee is responsible for the care of a member of the immediate family who has a serious illness. (For the purposes of this article, immediate family is defined as the employee's spouse, mother, father, sister, brother, half-sister, half-brother, grandparent, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, stepmother, stepfather, stepson, stepdaughter, stepbrother, stepsister, legal guardian, and grandchildren.);
- (d) When the employee or his child has an appointment with a physician or dentist.

20.3 Authorization for Sick Leave

- (a) To be eligible for sick leave, an employee must notify his supervisor of his inability to report for work as soon as possible, and no later than thirty (30) minutes prior to the beginning of the employee's normal workday. An employee will not be paid sick leave for any day that the employee fails to timely notify the supervisor of his intended absence. An employee must notify his supervisor each day of absence due to use of sick leave, unless the nature of the illness or injury resulting in the use of sick leave is expected to cause the employee to be absent more than three (3) work days, in which case the expected duration of the absence will be communicated to the supervisor. Employees, who are absent for more than one workweek, shall notify their supervisor of their status at least once each week.
- (b) The Employer is responsible for authorizing sick leave in every instance, and may verify that the reasons for use of sick leave are valid and in accordance with this article.
- (c) The Chief of Police may require any employee who is absent for three (3) or more consecutive days to provide a medical certificate verifying that the employee was absent due to an illness or injury of the employee or his immediate family, that the

employee is medically able to return to duty, and whether there are any work restrictions on the employee upon his return to work.

- 20.4 (a) The Employer may require the employee to submit a statement from the attending physician estimating the expected duration of the illness or injury, when an employee is expected to be absent for more than five (5) working days for the same illness.
- (b) The Employer may require a medical certificate signed by a licensed physician to substantiate a sick leave request for:
1. Any period of absence due to illness of three or more consecutive working days;
 2. Sick leave of any duration if the employee in question has demonstrated a habitual or recurrent pattern of absence from duty and has been warned that a certificate would be required as a result.
- (c) The employee is responsible for paying any costs associated with obtaining the medical certificate required by this section.

20.5 Refund of vacation time will not be allowed for an illness incurred while on vacation leave.

20.6 Medical Leave buy-back in accordance with the City of Kissimmee Administrative Rules and Regulations Section 17.2 Medical Leave Payment.

20.7 Under no circumstances will sick time use be permitted for elective cosmetic surgeries not specifically covered in the City of Kissimmee healthcare provider agreement, however it will apply to non-elective eye surgery.

ARTICLE 21
EMPLOYEE RIGHTS AND OBLIGATIONS IN LEGAL ACTIONS

21.1 Notice of Legal Action

Employees will promptly deliver to the Employer all legal papers or notices of intent to bring suit served upon or otherwise delivered to them related to lawsuits brought against the employee for actions of the employee while on duty.

21.2 Employer Defense of Employee

The Employer will defend an employee in any civil action arising from a complaint for damages or injury suffered as a result of any act or omission of action of the employee, provided such act or omission arises out of and is in the scope of his employment and function. The Employer is not obligated to defend an employee who has acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. If the Employer elects not to represent an employee, it shall notify the employee of such decision in writing as soon as practicable after the decision to grant or deny coverage is made.

ARTICLE 22
REIMBURSEMENTS

22.1 Mileage

Employees who are authorized to use their own vehicles in the performance of their official employment duties will be compensated at the rate set by the City Commission for all City employees.

22.2 Clothing Allowance

- (a) Employees assigned to CID and Internal Affairs will be paid a clothing allowance of \$650.00 per fiscal year. Employees who are newly assigned to CID or Internal Affairs may obtain an advance of the next quarterly payment.
- (b) Employees assigned to OCIB will be paid a clothing allowance of \$300.00 per fiscal year.
- (c) Payments shall be made consistent with established procedure, and employees must provide documentation of the expenditure.

22.3 Shoe Allowance

- (a) Employees will be given \$100.00 each fiscal year to purchase uniform shoes (or in the case of unit members in CID, one pair of dress shoes). This provision does not apply to employees assigned to the motorcycle unit.
- (b) Employees assigned to the motorcycle unit will be provided a shoe allowance of up to \$200.00, when approved by and at intervals approved by the Division Lieutenant or Captain.
- (c) Payments shall be made consistent with established procedure, and employees must provide documentation of the expenditure. All shoes must meet the minimum specifications set by the Department after consideration of recommendations from the Labor Management Committee.

ARTICLE 23
VACATION LEAVE

23.1 Eligibility

- (a) All permanent, full time employees will be allowed vacation leave in accord with the provisions of this article.
- (b) Probationary employees will accrue vacation leave monthly from their initial date of hire, but are not authorized to use the accrued leave until they have completed six months of service.

23.2 Accrual

- (a) Vacation leave shall be accrued on the following schedule:

Years of Continuous Service w/City	Hours Accrued Per Month
Initial hire through 5-year anniversary	6.66 hours (totaling 10 days per year)
6th year through 10th anniversary	8.0 hours (totaling 12 days per year)
11th year through 15th anniversary	10.0 hours (totaling 15 days per year)
16th year through 20th anniversary	11.33 hours (totaling 17 days per year)
After 20 years or more	13.33 hours (totaling 20 days per year)

- (b) Maximum Accrual – Employees may accrue up to three (3) times the employee's current annual accrual rate. However, in the event that an employee leaves City employment, he will only be eligible for payment for a maximum of two (2) times the employee's current annual accrual rate (e.g., an employee with 8 years of service would only be paid for a maximum of 192 hours). Employees shall receive no other compensation in lieu of taking such vacation leave.

23.3 Use of Vacation Leave

- (a) Vacation leave may be taken in segments of not less than one (1) hour.
- (b) Use of vacation leave must be approved in advance by the Police Chief or designee.

23.4 Payment at Separation

Upon separation from employment in good standing, employees who have at least six months of service with the City will be paid for vacation leave accrued and not taken at the employee's regular hourly rate of pay.

23.5 Selection of Vacation Dates

- (a) Employees may submit requests for vacation dates for each calendar year between September 1 and September 15 of the preceding calendar year. Requests that are submitted within that period shall be reviewed and approved based on the employee's seniority.
- (b) Requests for vacation dates that are submitted after September 15 shall be reviewed and approved on a first come, first serve basis.
- (c) If the Chief or his designee determines it to be necessary or appropriate under the circumstances, he may extend the period of vacation signup for a reasonable period of time.

23.6 Vacation Bidding

- (a) Officers/corporals/detectives who miss their sign-up period may sign-up at their earliest opportunity, however no bumping will be allowed.
- (b) A maximum of two (2) officers/detectives per watch may take the same day(s) of vacation. All bids are subject to approval by the Chief or his designee. Approval shall not be unreasonably withheld provided that staffing requirements are met.
- (c) All vacations are subject to cancellation by the Chief or his designee for good cause or for operational necessity. Vacations may also be cancelled as a result of an officer's/detective's transfer between divisions if vacations have already been scheduled in the Division receiving the transfer. Where possible, vacations cancelled for this reason shall be rescheduled consistent with the vacation schedule of the receiving Division.

ARTICLE 24 **INSURANCE**

24.1 Life Insurance

Employees are eligible for life insurance coverage in an amount equal to the employee's base annual salary. The Employer will contribute up to 18 cents per thousand dollars of coverage per pay period to provide this life insurance coverage for each employee.

24.2 Health Insurance

The Employer will pay 100% of the cost of the basic HRA, for each individual employee.

24.3 Dental Insurance

The Employer will pay 100% of the dental insurance plan for each individual employees.

24.4 LifeWorks® OneSource Services

Employees are eligible to use the services of LifeWorks® OneSource Services (LifeWorks®). The Employer agrees to bear the full cost for employees use of LifeWorks®. Upon ratification of this agreement, the Chief or his designee shall schedule training for all employees on utilization of LifeWorks®. Training shall be scheduled with the Department of Personnel and Risk Management.

24.5 The Employer reserves the right to modify all insurance plans (life, health, dental and LifeWorks®) provided to its employees, and if such changes are made as to general employees they shall also be applicable to bargaining unit employees. The Employer will notify the Association of any changes in the insurance plans provided to the employee prior to implementation of the change and in sufficient time to afford the Association a reasonable opportunity to review the proposed modifications and provide input to the Employer about the proposed modifications.

24.6 The Employer shall contribute \$50.00 per month to each employee who is enrolled in a supplemental benefit plan offered by the Employer.

ARTICLE 25
PAY FOR WORKING HIGHER POSITION

25.1 In the absence or vacancy of a supervisory position for an extended period of time exceeding thirty (30) working days, the Chief of Police or City Manager may authorize the placement of another employee into the position in an acting role.

25.2 Employees authorized to temporarily fill a supervisory position for more than thirty (30) working days, as authorized by section 25.1, shall be paid a premium of five percent (5%) of his regular pay, or the minimum rate of pay for the higher ranking position (whichever is higher) for all the time worked in the supervisory position.

ARTICLE 26
COURTESY OFFICER

26.1 Employees may voluntarily accept and be employed as a courtesy officer (outside employment that is not paid by or through the City where the employee is compensated with in-kind services such as a rent discount for living in an apartment complex in order to provide security services). Such employment shall be subject to the approval of the Employer, and is subject to the rules and regulations applicable to secondary employment as set out in General Order 109 (Off-Duty Employment/Special Events/Escorts), including any amendments that may be made. Provided that the Employer will provide the PBA with reasonable notice and an opportunity to negotiate about any amendments or changes to General Order 109 affecting the wages, hours, or terms and conditions of employment of bargaining unit employees before such changes are implemented.

26.2 In the event that any law is enacted, or any court issues a final decision, or any administrative agency adopts a rule or otherwise makes a determination that is binding on the Employer, the result of which is that any part of the value of the in kind compensation earned by police officers as courtesy officers must be included in the calculation of earnings used to determine either workers compensation or pension benefits, then the bargaining unit employees would be permitted to continue work as courtesy officers for a reasonable period of time not to exceed sixty (60) days, during which period relief would be negotiated by the parties. Thereafter, the employee would not be permitted to continue work as a courtesy officer pending completion of negotiations on this issue. The parties would be obligated to continue negotiations for relief after the sixty-day period, until the matter is resolved through the collective bargaining process. During the sixty (60) day period, no employee will be permitted to accept any new courtesy officer assignments.

ARTICLE 27
USE OF DEPARTMENT VEHICLES

27.1

- (a) Any employee must either live within the City limits, or if outside the City limits, within twenty five (25) air miles of the Kissimmee Police Department (8 North Stewart Avenue, Kissimmee, Florida) to be eligible for, or permitted to retain, an assigned take-home vehicle in accord with General Order 209 and any and all other General Orders regulating the use of assigned take-home vehicles (or any amendments or successors thereto). No one who resides more than twenty five (25) air miles of the Kissimmee Police Department is eligible for, or will be permitted to retain, an assigned take-home vehicle. No employee shall be eligible for, or permitted to retain, an assigned take-home vehicle until successful completion of the FTO program. For purposes of this article, "City limits" shall also include any enclave which is totally enclosed within the City limits.
- (b) Police officers, corporals, and detectives who live outside the City limits, but within twenty five (25) air miles of the Kissimmee Police Department, must reimburse the City for the use of the assigned take-home vehicle. Sergeants are not required to reimburse the City for the use of the assigned take-home vehicle. Employees who live within the City limits are not required to reimburse the City for the use of the vehicle.
 - (i) Police officers, corporals, and detectives who live outside the City limits, but within ten (10) air miles of the Kissimmee Police Department, must reimburse the City \$10.00 per pay period for the use of the assigned take-home vehicle.
 - (ii) Police officers, corporals, and detectives who live outside the City limits, but within twenty-five (25) air miles of the Kissimmee Police Department, must reimburse the City \$20.00 per pay period for the use of the assigned take-home vehicle.
- (c) Employees are responsible for keeping the Department advised of their current address, and must notify the Department within forty eight (48) hours of any change of address.
- (d) If an assigned take-home vehicle is unavailable for use for a full pay period and a replacement vehicle is not available, upon request, the officer shall be reimbursed the amount deducted for that pay period.

27.2 The use of take-home vehicles shall be subject to all applicable rules and regulations of the City and the Department, including, but not limited to, General Order 209 and any and all other General Orders regulating the use of assigned take-home vehicles (or any amendment or successors thereto), except to the extent that the provisions of this article supersede

those provisions or they are otherwise modified through the collective bargaining process. In particular, the personal use of take-home vehicles shall be limited to driving to and from work.

27.3 Any employee who is the subject of disciplinary action, who violates this Article or the policy, rules, or regulations related to take-home vehicles, or who abuses either the take-home vehicle or the privilege of a take-home vehicle, may lose his/her take-home vehicle privilege. "Abuse" for the purpose of this article shall include, but not be limited to, off duty use of a take-home vehicle for any purpose other than driving to and from work. The decision to terminate an employee's take-home vehicle assignment pursuant to this section shall be made by the Chief, Deputy Chief, or other designee.

ARTICLE 28
PAY PLAN

28.1 Compensation

- (a) The 23 step pay plan will be reflected in hourly rates only.
- (b) 2015 Salary Adjustments -- Salaries will be increased effective October 1, 2015, as set out in this subsection.
 - 1. Cost of Living Increase - All employees in the bargaining unit will receive an across the board cost of living pay increase of two percent (2%), effective October 1, 2015.
 - 2. Merit Pay Increase - Employees who have been employed with the City for at least one year as of September 30, 2015 and who received a meets expectation or above annual evaluation between October 1, 2014 and September 30, 2015 will receive a two percent (2%) merit pay increase.
 - 3. Employees who have been employed with the City for less than one year as of September 30, 2015 will receive a two percent (2%) merit pay increase when they receive a meets expectation or above annual evaluation between October 1, 2015 and September 30, 2016

In the event that any increase provided for this subsection would have the effect of increasing an employee's salary above the maximum pay for the range, the employee's base salary will be raised to the extent permitted without exceeding the maximum of the range. Any additional amount needed to total the applicable percentage indicated above will be paid to the employee as a one-time bonus that does not become a part of his regular salary.

- (c) The new pay ranges, effective October 1, 2015, shall be:

Rank	Minimum	Maximum
Officers	\$40,565 (\$19.50/hr)	\$62,693 (\$30.14/hr)
Corporals	\$43,387 (\$20.86/hr)	\$67,106 (\$32.27/hr)
Sergeants	\$49,709 (\$23.90/hr)	\$76,887 (\$36.96/hr)

- (d) 2016 Salary Adjustments -- Salaries will be increased effective October 1, 2016, as set out in this subsection.

1. Cost of Living Increase - All employees in the bargaining unit will receive an across the board cost of living pay increase of one and one-half percent (1 ½ %), effective October 1, 2016.
2. Merit Pay Increase - Employees who have been employed with the City for at least one year as of September 30, 2016 and who received a meets expectation or above annual evaluation between October 1, 2015 and September 30, 2016 will receive a one and one-half percent (1 ½ %) merit pay increase.
3. Employees who have been employed with the City for less than one year as of September 30, 2016 will receive a one and one-half percent (1 ½ %) merit pay increase when they receive a meets expectation or above annual evaluation between October 1, 2016 and September 30, 2017.

In the event that any increase provided for this subsection would have the effect of increasing an employee's salary above the maximum pay for the range, the employee's base salary will be raised to the extent permitted without exceeding the maximum of the range. Any additional amount needed to total the applicable percentage indicated above will be paid to the employee as a one-time bonus that does not become a part of his regular salary.

- (e) All step movement will be held in abeyance, and there will be no step movement during the term of this Agreement.
- (f) For purposes of calculating overtime due for the period before this Agreement is ratified, the regular rate of pay shall be based on the hourly rate of pay that was in effect before any adjustments were implemented as a result of this Agreement, and therefore no adjustments to prior payments are necessary.
- (g) Corporals
 1. Bargaining unit members who are promoted to the rank of Corporal shall receive a minimum salary increase of 5%, and will be placed into the closest salary step.
 2. Corporals shall be eligible for Supervisory Differential pay, in accordance with the City of Kissimmee Administrative Rules and Regulations.

28.2 Entry-level pay

Effective October 1, 2015, the entry-level pay for new hires will be \$40,565 per year.

28.3 Longevity Pay

Bargaining unit employees who have been employed for ten (10) years or longer as of December 1 are eligible for a longevity bonus, paid in December of each year, according to the following schedule:

10 – 14 years	\$300
15 – 19 years	\$400
20 – 24 years	\$500
25 + years	\$600

An employee must receive an effective level evaluation score or higher and have no disqualifying performance measures in order to receive the longevity bonus.

Grandfather Clause: Employees who have been continuously employed with the City longer than five (5) years as of December 1, 1999 will be eligible for longevity pay equal to two percent (2%) of their December 1999 annual salary upon completing nine (9) years of service. The employee must receive an effective level or higher evaluation score and have no disqualifying performance measures in order to receive the longevity bonus. The 1999 bonus level will continue unless the new plan level would increase their bonus amount.

Longer term employees receiving longevity pay based on more than two percent (2%) of their 1999 salary will continue to receive that dollar amount unless the longevity pay under the new plan is greater.

28.4 Stand-By Pay

Employees who are required by the Employer to be on standby will receive stand-by pay at the rate of \$15.00 per day.

28.5 Shift Differential Pay

Uniformed Patrol Division Officers and Sergeants and K-9 Officers and Sergeants who start their regular/normal workday at 1600 hours or later will be paid a shift differential of \$.50 cents per hour.

28.6 Performance Evaluation

The employer will evaluate all employees at least once a year. The Employer will develop performance evaluation forms for this purpose. The Employer may modify the forms used from time to time, and will provide a copy of the currently used form to the union.

The performance evaluations will be due to be completed by September 30 of each year.

28.7 Recruitment Incentive

Bargaining unit members who successfully recruit officers will be given a \$500 incentive. The incentive will be paid \$250 at the time the applicant is employed by the Kissimmee Police Department, and \$250 when the applicant successfully completes the FTO program.

28.8 FTO Compensation

Unit members who are designated as Field Training Officers and who are actively training another unit member, shall receive \$25 per day as compensation for each day in which they performs FTO duties.

28.9 Career Advancement Program

The parties have agreed that the Career Advancement Program (CAP), previously General Order 113, will be replaced with General Order 499, with the following change to section 499.04.

499.04 Program Benefits: Bonuses are awarded at each level of the Career Advancement Program. The annual bonuses will be as follows:

a. **Police Officer First Class:**

- For the period October 1, 2016 through September 30, 2017, a \$1,000 bonus will be paid for successful completion of the program requirements for this level.

- For the period October 1, 2017 through September 30, 2018 an \$800 bonus will be paid for successful completion of the program requirements for this level. This bonus will be paid out each year the officer attains the requirements for this level.

b. **Senior Police Officer:**

- For the period October 1, 2016 through September 30, 2017, a \$2,500 bonus will be paid for successful completion of the program requirements for this level.

- For the period October 1, 2017 through September 20, 2018, a \$2,000 bonus will be paid for successful completion of the program requirements for this level.

- For the period October 1, 2018 through September 30, 2019, a bonus of \$1,600 will be paid for the successful completion of the program requirements for this level. This bonus will be paid out each year the officer attains the requirements of this level.

c. **Master Police Officer**

- For the period October 1, 2016 through September 30, 2017, \$4,500 will be paid for successful completion of the program requirements for this level.

- For the period October 1, 2017 through September 30, 2018, a \$4,000 bonus will be paid for successful completions of the program requirement for this level.

- For the period October 1, 2018 through September 30, 2019, a \$3,200 bonus will be paid for successful completion of the program requirements for this level. This bonus will be paid out each year the officer attains the requirements of this level.

ARTICLE 29
REIMBURSEMENT FOR EDUCATION

Bargaining unit employees shall be entitled to reimbursement for tuition in accord with the established city policy. Requests for tuition reimbursement for Master's degree courses will need to be accompanied by a memorandum to the City Manager justifying the applicability of coursework to the employee's current position with the City.

ARTICLE 30
WORKER'S COMPENSATION

30.1 Report of Injury

Employees are required to immediately report any work related accident, injury, or illness to the immediate supervisor. The employee must fill out an accident report form provided by the employer, have it signed by his supervisor, and provide the form to the Personnel & Risk Management Department within 24 hours or by 8:00 a.m. of the first business day after the accident, whichever is first. The employee's supervisor will assist in filling out and processing the report in the event that the employee is unable to do so because of his/her injury or illness.

30.2 Use of Leave Time to Supplement Workers Compensation

An employee who is unable to work because of a work related injury or illness who is eligible for workers compensation shall be permitted to use his/her accrued vacation leave and/or accrued sick leave to make up the difference between the amount paid as the worker compensation insurance benefit and the amount that the employee would have received as regular wages.

30.3 Effect on Payroll Deduction Items

During the time that the employee is receiving workers compensation, the employee is responsible for paying for dependant medical coverage, dental insurance, Association dues and assessment, supplemental life and/or accident insurance, and all similar items that are normally paid through a payroll deduction.

30.4

- (a) While the employee is away from work as a result of a work related illness or injury, the employee shall keep the Risk Management Department and the Police Chief (or Chief's designee) informed of his status, progress to recovery, and anticipated date of return to work.
- (b) Prior to returning the employee to work, the Employer shall require the employee to provide a certification from a physician stating that the employee is physically able to return to duty, and noting any applicable restrictions on the abilities of the employee.
- (c) The City will attempt to accommodate an employee's need, as certified by a physician, for a light duty assignment upon return to work following a workers compensation injury or illness. There is no guarantee of a light duty assignment. Light duty assignments are based solely on availability of tasks due to an absence or vacancy in a position, a special project being undertaken, or some similar actual need of the Employer. Generally, light duty assignments are short term in duration, and employees may be required to work in a variety of light duty tasks before release to full duty. Light duty assignments will be made on a case-by-case basis,

taking into account the restrictions placed on the employee by the treating physician.

- (d) When an employee is offered a light duty assignment, the employee is required to either accept the assignment or use his accrued sick leave, vacation leave, and/or compensatory time during the time that the employee is away from work. The employee will not be eligible for workers compensation when he has refused to accept a light duty assignment.

30.5

- (a) The time incurred by an employee on leave due to a work related injury or illness shall be counted as time incurred for Family & Medical Leave.
- (b) In the event that an employee is out of work due to a work related injury or illness for a period of more than twelve weeks, the Police Chief and Personnel Director may review the case to determine whether to hold the employee's job open. The Police Chief and Personnel Director may further review the case on a monthly basis any time that the employee continues to be out of work. They shall consider whether the employee has reached maximum medical improvement (MMI), the employee's progress towards recovery, the operational needs of the Police Department, whether reasonable accommodations can be made that would allow the employee to return to duty, the employee's prior performance, evaluations, disciplinary notices, and any similar information that would lead to an informed decision. If the Police Chief and Personnel Director decide that the employee should be terminated, and his position filled, they shall recommend such action to the City Manager and provide notice of the recommendation to the employee. The employee will be afforded at least ten (10) days to submit any information that he wishes the City Manager to consider in reviewing the matter. The City Manager shall make the final determination on the matter.

ARTICLE 31
PENSION PLAN

31.1 Bargaining unit employees shall continue to participate in the existing City of Kissimmee Police Pension Plan.

31.2 The Employer shall not be required to negotiate with the Association about any benefit or contribution changes that are mandated by state or other applicable law. This section applies only in those cases where the change that is proposed is mandatory, i.e., one that is required by law. It does not apply in cases where the change that is proposed is allowed for, but not required, by law.

31.3 The parties agree to modify the existing Police Pension Plan in the following manner.

- (a) The pension ordinance will be amended to allow all members hired before May 6, 2014 to continue with a five-year partial vesting schedule and only have the ten-year vesting requirement apply to members hired on or after May 6, 2014. The amendment will be funded by using fifty percent (50%) of the current premium state tax reserves of \$328,100 to help offset the cost. The remainder of the current premium state tax reserves will be used to fund Share Plan accounts pursuant to the pension ordinance.
- (b) The pension ordinance will be amended to provide for a supplemental share plan retirement benefit.
- (c) The changes provided for in Article 31.3 (a) and (b) will take effect as of the date of the adoption by the City of the ordinance making these amendments.

31.4 Upon ratification of this Agreement, a proposed City ordinance modifying the Police Department Pension Plan will be drafted and submitted to the Division of Retirement of the Florida Department of Management Services ("Division") for review.

31.5 In the event that the Division rejects any part of the proposed pension modifications, this article will be deemed null and void, and the parties agree to return to the bargaining table to continue pension negotiations.

ARTICLE 32
ALCOHOL AND SUBSTANCE ABUSE TEST

32.1 Definitions

- (a) "Drug abuse" means the use of any controlled substance as defined in Section 893.03, Florida Statutes, not pursuant to a lawful prescription. The term "drug abuse" also includes the commission of any act prohibited by Chapter 893, Florida Statutes.
- (b) "Illegal drug" means any controlled substance as defined in Section 893.03, Florida Statutes, not possessed or taken in accordance with a lawful prescription.
- (c) "Department of Health and Human Services (HHS) Mandatory Guidelines for Federal Workplace Drug Testing Programs" (the HHS Guidelines) means those guidelines as printed in the June 9, 1994, Federal Register (59 FR 29908), and as amended from time to time.
- (d) "Reasonable suspicion" means an opinion, which a prudent person would form, based on observation and testimony from credible sources. Observation includes, but is not limited to, sensory facts (what a person, saw, heard, smelled, tasted, or touched). Objective factors that should be taken into consideration in determining reasonable belief are:
 - 1. The nature of the information;
 - 2. The reliability of the person or source providing the information;
 - 3. The extent of any confirmation; and,
 - 4. Any other factors contributing to the belief or the lack thereof.

Not all of these factors must exist to find reasonable suspicion, but all must be examined.

32.2 Circumstances When Testing May Be Required

The Employer may require an employee to submit to drug testing under any of the following circumstances:

- (a) Whenever two (2) managerial/supervisory employees concur that there is a reasonable suspicion that an employee is using, under the influence of, or in possession of illegal drugs or alcohol while on duty, or that the employee is abusing illegal drugs or alcohol and the abuse either adversely affects his job performance or represents a threat to the safety of the employee, his co-workers, or the public.
- (b) Whenever an employee is involved in an accident involving personal injury, loss or damage to Employer property, or a lost time accident.

- (c) Any time within one (1) year from the date of employment of a candidate who tests positive, is reconsidered for employment, and is subsequently employed by the Employer.
- (d) Any time within one (1) year after an employee has tested positive for the presence of illegal drugs or one (1) year after completing initial rehabilitation, whichever is later. (The rehabilitation counselor shall direct a letter to both the Employer and to the employee establishing the date on which rehabilitation was completed.)
- (e) As required by the Federal Highway Administration (FHWA) Controlled Substances & Alcohol Use & Testing Program, 49 CFR 382, et seq. (This federal regulation, also known as "CDL Testing", requires testing for alcohol as well as for controlled substances.)
- (f) On a random basis.

32.3 Testing Procedures

- (a) Whenever an employee is required to provide a urine specimen for these testing procedures, the specimen will be divided into two samples at the time of collection in order to facilitate the testing procedures described in this section. The collection facility and the Substance Abuse and Mental Health Services Administration (SAMHSA) certified tester shall follow specimen collection and testing procedures consistent with the HHS Guidelines, except as specifically amended herein.
- (b) The threshold level or cut-off limit and substances shall be as established by HHS and/or SAMHSA.
- (c) The SAMHSA certified tester shall utilize the following procedures to the extent that they are not inconsistent with the HHS Guidelines:
 1. The SAMHSA certified tester should submit the first of the samples to an immunochemical assay or radioimmunoassay test. If the results of this test are negative, no further testing will be required and all collected specimens will be disposed.
 2. If the results of the initial test provided for in Section 32.3(c)1 are positive, the SAMHSA certified tester will submit the same sample for further testing using the gas chromatography/mass spectrometry (GC/MS) method to verify the initial test results. The Employer will not be notified about the initial positive result, until it has been confirmed as provided for in this section.
 3. If the specimen provided is unsuitable for testing, or if the chain of custody is violated, the employee will be advised in writing of those circumstances and will be requested to provide another specimen for testing.

- (d) If the results of the second test for illegal drugs that is provided for in Section 32.3(c)2. is positive, as confirmed by a qualified (HHS Guidelines) medical review officer (MRO), the HHS Guidelines shall be followed for confirmation and notification of the employee and Employer. At that time, the employee may elect to have the second sample subjected to further testing by a SAMHSA certified tester at the employee's expense. If the second sample tests negative, the Employer will reimburse the employee for the cost of the test.

32.4 Examination and Test

- (a) Except as provided in section 32.3(d), the Employer will pay the cost of any test required by Section 32.2. Provided, however, that in the case of alcohol testing conducted pursuant to Section 32.2(e), any employee who is subject to suspension or dismissal will be given the opportunity for an independent blood alcohol test conducted at the same time at his/her own expense.
- (b) Urine specimens required by this article will be obtained while the employee is on duty. The Employer may extend the employee's duty period for the purpose of drug testing.
- (c) Tests will be performed by a SAMHSA certified facility selected by the Employer.
- (d) Employees who are required by this article to take a test shall be required to sign an authorization form releasing the records of such tests to the Employer. The Employer shall release relevant information contained in those records only to those Employer management officials and representatives directly involved in employment related decisions involving that employee. This shall not limit the Employer from providing work-related information regarding the employee to the employee's supervisors, including work-related limitations or requirements and the reasons therefore. Each individual receiving such information will be instructed regarding the confidential nature of that information.
- (e) The Employer will, unless prohibited by law, and as otherwise provided in this Agreement, keep the results of any testing provided for in this article confidential. Any results of positive testing, which the Employer later determines have been refuted, will be destroyed. Test results shall be considered confidential medical records.

ARTICLE 33
LEAVE OF ABSENCE

33.1 Family and Medical Leave

The Employer agrees to comply with the requirements of the Family and Medical Leave Act, as amended from time to time.

Employees are required to substitute their accrued paid vacation leave, personal leave, or family leave for unpaid FMLA leave under this article to the extent that the employee has such paid leave time accrued. In addition, employees requesting leave for serious health conditions which prevent them from performing their jobs are required to substitute paid sick leave for unpaid leave to the extent that paid sick leave is available.

33.2 Military Leave

- (a) Leaves of absence and re-employment rights of employees fulfilling their military obligations (as draftees, volunteers, or reservists) shall be as contained in the Uniformed Services Employment and Reemployment Act of 1994 (USERRA) Title 38, U.S.C. 4311, and other applicable state and federal laws, as the same may be amended from time to time.
- (b) Employees who request time off for military leave are required to apply for such leave. A copy of the military orders must accompany all such applications.
- (c) Employees are responsible for advising the Chief of Police or designee at the earliest possible time of the dates when they are scheduled for any training which conflicts with their normal work schedule.
- (d) Employees are required to provide a copy of their orders to the Chief of Police or designee not more than three (3) days after receiving them.

ARTICLE 34
FUNERAL LEAVE

34.1

Upon notification of the death of a member of the employee's immediate family, an employee shall be allowed to take up to three (3) days funeral leave (for a funeral in Florida) or up to five (5) days funeral leave (for a funeral out of state). If additional time is needed to attend the funeral or take care of other family needs following the death, the Chief of Police may authorize the employee to use additional days of accrued leave.

34.2 For the purposes of this article, immediate family is defined as the following relatives of the employee:

Spouse

Child (including stepchild)

Mother or Father (including stepmother, stepfather, mother-in-law, father-in-law)

Brother, stepbrother, half brother, brother-in-law

Sister, stepsister, half sister, sister-in-law

Grandparents

Grandchildren

Legal Guardian

34.3 The Employer may require an employee to furnish proof of the death and/or proof of the relationship to the deceased in order to obtain funeral leave.

34.4 The employee will notify his supervisor of the need to take funeral leave as soon as possible after the employee is notified of the death of his relative.

ARTICLE 35
GOOD STANDING

For the purposes of promotions and requests for transfer, employees will be considered to be “in good standing” when all of the following conditions are met:

- (a) The employee is not on disciplinary probation;
- (b) The employee has not more than 3 sustained disciplinary violations, or no more of any number of disciplinary violations totaling more than 40 hours suspension, within the past two years;
- (c) The employee has not been demoted within the past two years;
- (d) The employee has achieved a rating of “meets expectations” or higher on the most recent performance evaluation.

ARTICLE 36
SEVERABILITY

In the event that any article, section, or other provision of this Agreement should be found invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or judicial decision, all other provisions of this Agreement shall remain in full force and effect for the duration of the Agreement. The article, section, or provision found invalid, unlawful, or unenforceable shall be subject to renegotiation at the request of either party to this agreement.

ARTICLE 37
TERM OF AGREEMENT

37.1 Except as otherwise expressly provided, this Agreement shall be effective upon ratification and shall continue in effect until September 30, 2018. The Rank and File Unit and the Supervisory Unit shall each ratify separately, and the Agreement will be effective as to each unit on the respective date of the unit's ratification.

37.2 For the third year of this Agreement, beginning October 1, 2017, the parties may reopen Article 28 and up to two (2) additional articles per party.

37.3 During the negotiations, which led up to the execution of this Agreement, each party had an unlimited right and opportunity to raise and bargain concerning any negotiable subject it desired. Accordingly, the parties agree that neither will be obligated to bargain further during the life of this Agreement concerning any matter referred to or covered by this Agreement, except as provided within the Agreement or by law.

SIGNATURE PAGE

In witness hereof, the parties have signed this agreement on this ____ day of _____, 2016.

FLORIDA POLICE BENEVOLENT
ASSOCIATION, INC.:

CITY OF KISSIMMEE:

Stephen A. Micciche, Chief Negotiator

Leonard A. Carson, Chief Negotiator

Officer Brian West

Jeff O'Dell Deputy Police Chief

Officer Gerry Garrett

Donna Donato, Captain


Officer Mark Morris

Beth Stefek, Personnel and Risk Management
Director

Detective Jeffrey Pantanjo


Ratified by the City Commission this 5th
day of July 2016.

Sergeant Matthew Koski



Jim Swan
Mayor-Commissioner

Approved as to form and legality



Don Smallwood
City Attorney

Appendix A-1

City of Kissimmee Police Department

COLLECTIVE BARGAINING AGREEMENT
GRIEVANCE PROCEDURE FORM
OFFICERS, CORPORALS AND DETECTIVES

NAME: _____

RANK/TITLE: _____

**STATEMENT OF CONTRACT ARTICLES WHICH GRIEVANT
CLAIMS WERE VIOLATED:**

STATEMENT OF GRIEVANCE:

REQUESTED RELIEF:

SIGNATURE OF GRIEVANT:

DATE: _____

Step 1:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (Sergeant) Date

Step 2:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (Captain/Lieutenant) Date

Step 3:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (Chief of Police) Date

Step 4:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (City Manager) Date

Step 5:

Presented to: _____ **on** _____
Name/City Manager Date

The Association requests arbitration of the grievance set forth above.

Signature (Association Representative) Date

Appendix A-2

City of Kissimmee Police Department

COLLECTIVE BARGAINING AGREEMENT
GRIEVANCE PROCEDURE FORM
SERGEANTS

NAME: _____

RANK/TITLE: _____

**STATEMENT OF CONTRACT ARTICLES WHICH GRIEVANT
CLAIMS WERE VIOLATED:**

STATEMENT OF GRIEVANCE:

REQUESTED RELIEF:

SIGNATURE OF GRIEVANT:

DATE: _____

Step 1:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (Lieutenant) Date

Step 2:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (Captain) Date

Step 3:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (Chief of Police) Date

Step 4:

Presented to: _____ **on** _____
Name/Title Date

Comments and actions: _____

Signature (City Manager) Date

Step 5:

Presented to: _____ **on** _____
Name/City Manager Date

The Association requests arbitration of the grievance set forth above.

Signature (Association Representative) Date

APPENDIX B
Physical Fitness Program Physical Abilities Test

1. exiting a vehicle/opening a trunk;
2. running 220 yards;
3. completing an obstacle course;
4. dragging a 150 pound dummy;
5. obstacle course;
6. running 220 yards;
7. dry firing a weapon six times with each hand; and
8. placing items in a trunk/entering a vehicle.

Officers begin the PAT seated in an automobile with their seat belt on, their hands on the steering wheel at the ten and two o'clock positions. The trunk key is in the vehicle's closed glove compartment. A handgun and a baton are lying in the vehicle's closed trunk. Officers must complete the course in 4:21

Task 1:

Remove your hands from the steering wheel, unfasten the seat belt, open the glove compartment take the key out. Get out of the car and go to the trunk, (the glove box and door are left open) insert the key, unlock, and open the trunk. You must use the key to open the trunk.

Remove the handgun and baton from the trunk. Close the trunk, leaving the key in the lock. Move toward the chair. Place the handgun on the chair; keep the baton.

Task 2:

Run 110 yards toward the cone. Run 110 yards toward the obstacle course.

Task 3:

Enter the obstacle course. Climb over a 40" wall. Run ten feet. Jump over three hurdles (24", 12", and 18") spaced five feet apart. Run ten feet and enter the serpentine. Run through 9 pylons placed in a single row, 5' apart. Run ten feet toward the low crawl. Drop to the ground and crawl eight feet under a 27" open-air barrier. Drop the baton beside the last low-crawl pylon.

You must stop and repeat any portion of the obstacle course, if you knock over a hurdle or pylon.

Task 4:

Stand up and sprint 50'. Grab the 150-pound dummy and drag it 100' on a grass surface.

Task 5:

Drop the dummy and sprint 50' toward the pylons. Drop into a low crawl and pick up the baton. Enter the obstacle course in reverse. Low crawl eight feet under a 27" high open-air

barrier. Stand up and run ten feet toward the serpentine. Run in a serpentine manner through nine pylons placed in a single row, five feet apart. Run ten feet and jump over three hurdles (18", 12", and 24"). Run ten feet. Climb over the 40" wall.

Task 6:

Run 110 yards toward the cone. Run 110 yards toward the obstacle course.

Task 7:

Pick up the handgun. Assume a proper firing position and fire six rounds using dominant hand. Fire six rounds with the supporting hand. Count the rounds out loud.

Task8:

Run to the trunk, turn the key, and open the trunk. Place the weapon and baton inside the trunk. Close the trunk and remove the key from the lock. Run to the driver's side door and enter the vehicle. Close the door, place the key in the glove compartment, and close it. Securely fasten your seat belt. Place your hands on the steering wheel at ten o'clock and two o'clock positions.

SIGNATURE PAGE

In witness hereof, the parties have signed this agreement on this ____ day of _____, 2016.

**FLORIDA POLICE BENEVOLENT
ASSOCIATION, INC.:**

Stephen A. Micciche, Chief Negotiator

Officer Brian West

Officer Gerry Garrett

Officer Mark Morris

Detective Jeffrey Pantanjo

Sergeant Matthew Koski

CITY OF KISSIMMEE:

Leonard A. Carson
Leonard A. Carson, Chief Negotiator

Jeff O'Dell Deputy Police Chief

Donna Donato, Captain

Beth Stefek, Personnel and Risk Management
Director

Ratified by the City Commission this 5th
day of July, 2016.

Jim Swan
Jim Swan
Mayor-Commissioner

Approved as to form and legality

Don Smallwood
Don Smallwood
City Attorney

Date

SIGNATURE PAGE

In witness hereof, the parties have signed this agreement on this ____ day of _____, 2016.

**FLORIDA POLICE BENEVOLENT
ASSOCIATION, INC.:**

Stephen A. Micciche, Chief Negotiator

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Director

Ratified by the City Commission this 5th
day of July, 2016.

Jim Swan
Jim Swan
Mayor-Commissioner

Approved as to form and legality

A Smallwood
Don Smallwood Date
City Attorney