

PUNTA GORDA PD
9-19-13, 9-20-13

Florida Police Benevolent Association, Inc.
Official Contract Ratification Tally Sheet

Number of Eligible Voters: 23

Number of Ballots Cast: 21

Ballots Cast For Agreement: 11

Ballots Cast Against Agreement: 10

Challenge Ballots: 0

Comments:

RATIFIED

Representatives for the PBA:

Jerry Childress

AN
AGREEMENT
BETWEEN
THE CITY OF PUNTA GORDA
AND

SOUTHWEST FLORIDA POLICE BENEVOLENT ASSOCIATION

POLICE OFFICERS' BARGAINING UNIT

EFFECTIVE THROUGH SEPTEMBER 30, 2016

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PREAMBLE

In accordance with the provisions of Florida's Public Employees Relations Act, Chapter 447, Part II, Florida Statutes, this agreement is entered into by and between the City of Punta Gorda, a municipality in the State of Florida, hereinafter called the "Employer" or the "City" and the S.W. Florida Police Benevolent Association hereinafter referred to as the "P.B.A." or the "Employee Organization." This collective bargaining agreement is applicable to employees defined in the certification issued to the S.W. Florida Police Benevolent Association by the Public Employees Relations Commission, and shall become effective upon ratification by the Bargaining Unit and the City.

ARTICLE 1 **RECOGNITION**

1.1 The CITY OF PUNTA GORDA, FLORIDA, recognizes the SOUTHWEST FLORIDA POLICE BENEVOLENT ASSOCIATION, INC., as the exclusive representative of the employee in the bargaining unit for purpose of collective bargaining with the City regarding wages, hours and other terms and conditions of employment as defined as certified Police Officers.

1.2 The P.B.A. recognizes its obligation to bargain per F.S. 447.307, as amended.

ARTICLE 2

ARTICLE 1 DEFINITIONS

FOR THE PURPOSE OF THIS AGREEMENT:

2.1 CHIEF OF POLICE

Is defined to include the Chief of Police and/or his designee.

2.2 CITY

Is defined as the City of Punta Gorda, a municipal corporation under the laws of the state of Florida, consisting of an electorate, elected and appointed officials. For the purpose of this agreement, the term "CITY" shall also mean the City Council, its appointed administrative officers, designees and representatives.

2.3 CITY MANAGER

Is defined as that person appointed by the City Council who is Chief Administrative/Executive Officer of the City and/or his designee

2.4 DEPARTMENT

Shall refer to the Police Department of the City of Punta Gorda, Florida.

2.5 EMPLOYEE

Unless otherwise indicated, an employee is defined as an employee of the City who is a member of the collective bargaining unit described in Article 2 herein.

2.6 HE OR SHE

Shall be used to designate individuals of both sexes.

2.7 UNION OR P.B.A.

Shall mean the collective bargaining agent, the Southwest Florida Police Benevolent Association, Inc.

ARTICLE 3
MANAGEMENT RIGHTS

3.1 Except as specifically abridged or modified by a provision of this Agreement, City will continue to have, whether exercised or not, all of the rights, powers and authority heretofore existing, including, but not limited to, the following:

- (a) to determine the standards of service to be offered by the Police Department;
- (b) to determine the standards of selection for employment;

- (c) to hire, transfer, and promote employees;
- (d) to direct employees, to take disciplinary action up to, and including, termination;
- (e) to relieve employees from duty because of lack of work or for other legitimate reason;
- (f) to issue rules, regulations, procedures, and standards;
- (g) to contract and subcontract all existing and future work or services;
- (h) to determine the methods, means and personnel by which City's operations are to be conducted;
- (i) to establish and revise or discontinue policies, programs and procedures to meet changing conditions and to better serve the needs of the public;
- (j) to determine the content of job classifications and their descriptions;
- (k) to exercise complete control and discretion over its organization and the technology of performing its work;
- (l) to fulfill all of its statutory and Charter responsibilities.

ARTICLE 4
EMPLOYEE RIGHTS

4.1 **BILL OF RIGHTS**

The City and the P.B.A. will abide by provisions of Florida Statutes, Chapter 112.532, law enforcement officer's bill of rights, as it may be amended from time to time, provided claimed violations shall be subject to the grievance procedure set forth herein, but shall not be subject to arbitration.

4.2 **PERSONNEL FILES**

City shall maintain an official personnel file in the Human Resource Department for each employee which shall contain at a minimum a copy of all formal disciplinary actions, commendations and job performance reviews. The Department may maintain a duplicate personnel file, as well as any other records and files the Chief deems appropriate for efficient operation of the Department. However, all disciplinary matters shall be removed from the personnel file at the following times and under the following conditions only. It shall be the responsibility of the Human Resources Department to ensure that the City is in compliance with the provisions of this Article, and the Department shall establish a written procedure regarding the disposition of such disciplinary documentation, subject to the provisions of Chapter 119 (Sunshine Law) or other relevant Florida Statutes.

(a) Written Reprimand: Two (2) years after the date of the imposition of the written

- (a) Written Reprimand: Two (2) years after the date of the imposition of the written reprimand.
- (b) Suspension or Demotion: Three (3) years after the date of imposition of the suspension or demotion.

In the event that similar violation occurs during the aforementioned time periods, the existing disciplinary action(s) shall be maintained in the personnel file for an additional two (2) year period for written reprimands, or three (3) year period for suspensions or demotions. A record of oral reprimands shall not be maintained in the personnel file.

4.3 INSPECTION OF RECORDS

Subject to an applicable exemption under F.S. Chapter 119, upon request, an active employee will be provided not more than one (1) copy in any twelve (12) month period of his personnel record without cost.

4.4 REPLACEMENT/REPAIR OF PERSONAL PROPERTY

Personal property of a bargaining unit employee which is deemed by the City reasonably necessary for use on the job and is not issued by the City which is lost, damaged or destroyed in the line of duty, while on duty, except where employee negligence is the cause, shall be replaced or repaired by the City at no expense to the employee. Any

claim(s) filed hereunder shall be limited to two hundred (\$200.00) dollars per employee per incident. The employee will be reimbursed upon proof of replacement/repair.

4.5 RESIDENCY/TAKE-HOME VEHICLE

The City reserves the right to administer a Take Home Vehicle Program subject to the following provisions:

- (a) In order to be assigned a take-home vehicle, employees must live within twenty-five (25) road miles of the Department headquarters. Mileage shall be calculated via Mapquest™ with the starting point being 1410 Tamiami Trail, Punta Gorda, Florida 33950. Employees who live outside this calculated distance will not be allowed to participate in this program;
- (b) Employees who participate in this program shall comply with all the provisions of Administrative Procedure 299.00, FLEET SYSTEM, or any modification thereof; provided the Chief of Police shall advise the PBA and the bargaining unit employees of any such modification.
- (c) In the event the Chief determines that an employee has violated Administrative Procedure 299.00, or its successor, he may revoke the employee's take home vehicle assignment.

4.6 UNION MEMBERSHIP

Nothing in this Agreement shall require an employee to become or to remain a member of the union, or to pay any money to the union.

ARTICLE 5

GRIEVANCE PROCEDURE

5.1 GRIEVANCE AND WORK DAY DEFINITION

A grievance shall be defined as any dispute regarding the application and interpretation of the terms of this Agreement. A working day under this Article is Monday through Friday, excluding Saturday, Sunday and holidays.

5.2 ELECTION OF PROCEDURES

If an employee has a grievance which may be processed under this grievance procedure and which may also be processed under the City grievance procedure, the employee shall elect at the outset which procedure he is going to use and such election shall be binding on the employee. An employee who elects to use one procedure shall not use the other procedure.

5.3 GRIEVANCE PROCEDURE

The desired method of resolving grievances is informal; however, should informal means fail to resolve the dispute, the following procedure shall be utilized.

Step 1 - The aggrieved employee shall present his/her grievance in writing to their immediate supervisor within five (5) working days after the employee knew or should have known of the event giving rise to the grievance, whichever first occurs. The supervisor will meet with the employee to attempt to settle the grievance and shall respond in writing within five (5) working days.

Step 2 - If the grievance is not settled at the first step, and the employee desires to appeal, within five (5) work days of the decision in Step 1, or the last day for the decision, whichever first occurs, the grievance shall be presented in writing to the Chief of Police. The Chief shall meet with the employee and respond in writing within five (5) working days.

Step 3 - If the grievance is not settled at the second step and the employee desires to appeal, then within five (5) working days of the decision in Step 2, or the last day for the decision, whichever first occurs, the grievance shall be presented in writing to the City Manager. The City Manager will meet with the employee and respond in writing within seven (7) working days.

Step 4 - In the event the grievance is still unresolved, the matter may be submitted to final and binding arbitration in accordance with paragraph 5.4

5.4 ARBITRATION

Within seven (7) working days of the City Manager's response, the P.B.A. shall notify the City if the P.B.A. intends to arbitrate. At the same time, the P.B.A. shall request a list of seven (7) names of qualified arbitrators from the Federal Mediation and Conciliation Service or the American Arbitration Association. Upon receipt of the list, the P.B.A. will notify the City and the parties shall alternatively strike three names each with the party filing the grievance striking first. The remaining name shall be notified of his/her selection as arbitrator. As promptly as can be arranged, a hearing shall be held with the arbitrator's final decision binding on both parties provided the decision complies with applicable law and does not exceed the authority granted him/her by this Agreement.

5.5 COSTS

The cost of arbitration will be paid by the losing party, but each party shall bear its own costs, including attorneys' fees, and any court reporter they choose to utilize. The City agrees that witnesses called by the grievant and the grievant will not lose pay so long as their absence from work is kept to the minimum time necessary for testimony and is approved in advance by the Chief. No pay shall be provided by the City for grievant witnesses or grievants for preparation time.

5.6 REPRESENTATION

The employee may have a Union representative at any step of this procedure.

5.7 RIGHT TO PRESENT INDIVIDUAL GRIEVANCES

Nothing in the agreement shall be construed to prevent any employee, at any time, from presenting his/her grievance and having their grievance adjusted without the intervention of the P.B.A., if the adjustment is not inconsistent with the terms of this Agreement and if the P.B.A. has been given a reasonable opportunity to be present at any meeting called for the resolution of such grievances, provided, however, that the P.B.A. shall retain exclusively its right to appeal a grievance to final and binding arbitration unless the law requires otherwise.

5.8 PROCEEDING IN ABSENCE OF A RESPONSE

If a supervisor does not timely respond to a grievance as provided in Step 1, the aggrieved employee may proceed to Step 2. If the Chief of Police does not timely respond to a grievance as provided in Step 2, the aggrieved employee may proceed to Step 3. If the City Manager does not timely respond to a grievance as provided in Step 3, the P.B.A. may, in writing, demand a written response. If no such written response is received five (5) working days after receipt of such demand, the P.B.A. may elect to proceed with binding arbitration. In such event, the cost of arbitration shall be paid by the City.

5.9 EXTENSION OF TIME

Any time limit provided in this grievance procedure may be extended by mutual agreement of the aggrieved employee and the City.

5.10 COMBINATION OF GRIEVANCES

Whenever two or more grievances are pending involving substantially the same issue, the City may combine the grievances at any stage of the Grievance Procedure.

5.11 Failure to initiate a grievance within time limits set forth herein shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision at that step.

The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of.

5.12 AUTHORITY OF ARBITRATOR

The power and authority of the Arbitrator shall be strictly limited to determination and interpretation of the explicit terms of this Agreement as herein expressly set forth. He

shall not have the authority to add or subtract from or modify any of said terms or to limit or impair any right that is reserved to the City, or Union, or employee, or to establish or change any wage or rate of pay that is contained in the Agreement. The arbitrator shall not award any monetary relief to any employee who has not signed, filed and processed a grievance in a timely manner.

5.13 WITHDRAWAL OF REQUEST FOR ARBITRATION

The party requesting arbitration may withdraw from the arbitration proceedings at any time, however, the withdrawing party shall assume full responsibility for any arbitrator costs related thereto. In the event of a settlement, the parties shall share the costs of the arbitrator, unless the parties agree otherwise.

5.14 CLAIMS FOR BACK WAGES

All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from employment by the City less any unemployment compensation, Social Security compensation, wages from other employment, and a reduction for periods the employee was unavailable or unable to work, or failed to make every reasonable effort to obtain employment elsewhere in any capacity.

ARTICLE 6

P.B.A. REPRESENTATION AND BUSINESS

The City shall provide the P.B.A. with a copy of all written rules and regulations pertaining to employer-employee relations in the bargaining unit.

6.2 UNION BULLETIN BOARD

The City agrees to provide space in a non-public, common work area for a P.B.A. bulletin board (maximum size of 2'x4') for the purpose of posting P.B.A. notices. All items or materials posted shall be signed by a P.B.A. official or the duly authorized P.B.A. representative. It will be the responsibility of the P.B.A. to post, update, and maintain this bulletin board space in a neat and orderly manner. Notices shall not contain anything political, except internal P.B.A. election campaign material, 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.

6.3 P.B.A. REPRESENTATIVE TIME OFF

A Union Business Paid Leave Bank may be established, organized, and administered by the bargaining unit. If the bargaining unit chooses to establish such a bank, it shall be funded through a mandatory contribution of two (2) hours from each bargaining unit member's vacation balance upon receipt of a valid written authorization from the employee. If a member does not have sufficient hours to contribute to the Bank, the

employee shall do so as soon as the employee has accrued sufficient leave to do so. Employees who are on probation, and unable to take vacation time, shall be authorized to donate accrued hours to create or replenish the Bank as soon as they have accrued enough hours. Employees who are not members of the bargaining unit shall not be required to contribute to the Bank, but may do so voluntarily. It shall be the responsibility of the bargaining unit to establish a minimum Bank balance, and to provide for the replenishment of the Bank through appropriate documentation, approved by the City. The City shall create a payroll code so that hours taken by the bargaining unit representative may be accounted for appropriately.

Utilizing hours from the Union Business Paid Leave Bank, the designated bargaining unit representative may request time off with pay to conduct bargaining unit business such as attending meetings, bargaining unit functions and contract negotiations. If there are insufficient paid leave hours in the Bank, the designated bargaining unit representative may request time off without pay in order to conduct bargaining unit business. Requests for leave to conduct union business will not be unreasonably denied except for operational reasons as determined by the Chief and the City agrees to provide such time off, but no more than sixty (60) hours per calendar year/not more than five (5) work shifts per calendar year. Requests will be in writing and directed to the Chief of Police. The Chief, or his designee, retains the right to restrict time off for all other employees for Union business when he determines their absence would interfere with Departmental operation.

No City equipment or vehicles shall be used for Union activities without permission of the Chief. Union activities by employees or Union representatives shall in no way interfere with the operations of the Department and shall not be conducted during times the employees are being paid to perform actual work. In order to ensure operational efficiency, such activities shall not be conducted in work areas of the Department at any time without permission of the Chief, or his designee.

6.5 P.B.A. REPRESENTATIVE

The P.B.A. shall notify the Police Chief in writing as to who the designated P.B.A. representative is and as to any change in the designated representative.

ARTICLE 7
STRIKES

7.1 PLEDGE

Neither the Union nor the employees shall engage in a strike or other concerted total or partial interference with the operations of the City or Department. "STRIKE" means the concerted failure to report for duty; the concerted absence of employees from their positions; the concerted stoppage or slowdown of work; the concerted submission of resignations; the concerted absence in whole or in part by any group of employees from

the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of public employment or for any other reason; the participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage.

7.2 RIGHTS OF THE CITY

P.B.A. agrees that there shall be no strikes as defined in this Article. In the event of any breach of this Article, P.B.A. agrees that City shall have all statutory rights of recourse as contained in the provisions of the Florida Statutes, Chapter 447, or as such Chapter shall be amended.

7.3 VIOLATION OF ARTICLE

Each employee agrees that he will not, under any circumstances or for any reason, including sympathy for or support of other employees or Unions, engage in a strike during the term of this Agreement. It is agreed that any violation of this article will be grounds for discharge and such discharge will not be reviewable under the grievance procedure except on the question of whether such violation occurred.

7.4 INFORMATIONAL PICKETING

The City agrees that nothing in this Article shall prohibit otherwise lawful informational

The City agrees that nothing in this Agreement shall prevent employees from lawfully picketing. The City further agrees that it shall not lock out employees for the duration of this Agreement unless Section 7.1 is violated.

7.5 COOPERATION

The officers of the S.W. Police Benevolent Association agree that they will affirmatively work with the City to prevent or resolve any job action of any type or violations of this Article. Such activities will include but will not be limited to public statements and meetings and written notices to all employees that such actions are violative of this Agreement and the law.

ARTICLE 8 **DUES/PAYROLL DEDUCTION**

8.1 DUES DEDUCTION

Employees may authorize payroll deductions for the purpose of paying P.B.A. dues including fees and assessments. The City shall have no responsibility or any liability and shall be held harmless by the Union against any and all suits, claims, or demands which may arise from this Article.

8.2 DETERMINATION OF DUES

P.B.A. will notify City of the amount of dues. Such notification will be made in writing over the signature of P.B.A. Official. Changes in P.B.A. dues will be similarly reported to City, with notification at least one month in advance of the anticipated effective date of any such changes.

8.3 SERVICE CHARGES

The City shall deduct from the amount of dues to be paid to the P.B.A. the following expenses of bookkeeping, retention, auditing and transmittal of funds: One Hundred Fifty (\$150.00) Dollars per fiscal year.

The above service charge shall be effective the first month after final ratification and shall be collected and pro-rated monthly.

8.4 PAYROLL DEDUCTION AUTHORIZATION

Upon receipt of a signed payroll deduction authorization, City shall deduct those P.B.A. dues certified in writing by a P.B.A. Official the next payroll, fourteen (14) days after receipt of a legally valid payroll deduction form by the City.

8.5 REVOCAION OF PAYROLL DEDUCTION AUTHORIZATION

A payroll deduction authorization may be revoked by an employee upon written notice to

the City and certification by the employee that the P.B.A. has been notified.

ARTICLE 9

INITIAL EVALUATION PERIOD

- 9.1 The initial evaluation period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the employee's work, for securing the most effective adjustment of the new employee to his/her position, and for "separating" employees whose performance does not meet the required standards.
- 9.2 The standard initial evaluation period for all new employees shall be 12 months or any other period not to exceed 12 months. The initial evaluation period will not begin until successful completion of the Police Academy. Upon expiration of the initial evaluation period, if the employee is still employed, the Chief of Police may:
- (a) Recommend, in writing, retention of the employee, at which time the employee shall be granted regular status; or
 - (b) Extend the initial evaluation period up to 90 days; or
 - (c) Determine if the employee has not successfully completed the initial evaluation period. In the event of failure to successfully complete a new hire initial evaluation period, the employee shall be terminated.

ARTICLE 10
ADVISORY COMMUNICATIONS

The City recognizes that there are issues other than grievances or matters of bargaining or matters of collective bargaining that may be of some concern to bargaining unit members. These issues may be submitted in writing by the P.B.A. through the chain of command to the Police Chief for review and comment. A labor management committee may be established consisting of two members appointed by the Chief, two members by the P.B.A. and one member selected by the City Manager. The purpose of this Committee shall be to meet and discuss problems of a general nature and make recommendations to the Chief regarding solutions to such problems. All decisions on recommendations shall be the exclusive right of the Chief, or the City Manager, depending on the issue and the Chief's authority.

ARTICLE 11
HOURS OF WORK AND OVERTIME

11.1 **HOURS OF WORK**

In order to provide for the effective protection of the community, the City has determined that it may be necessary to configure hours of work into various shift configurations, and bargaining unit employees shall be assigned to these shifts by the Police Chief, or his designee, based on operational needs and in compliance with Article 4 of this Contract. The following shift configurations are available for the Police Chief to use, at his discretion, in making employee assignments:

- (a) Eight (8) Hour Shifts: Forty (40) hours actually worked in a seven (7) day period;
- (b) Ten (10) Hour Shifts: Forty (40) hours actually worked in a seven (7) day period;
- (c) Twelve Hour Shifts: Eighty-four (84) hours actually worked in a fourteen (14) day period.
- (d) Regardless of shift configuration, the calculation used to arrive at an employee's hourly wages shall still comply with the provisions of Appendix B as contained in this collective bargaining agreement.
- (e) For purposes of this bargaining agreement, compensatory hours, subject to the provisions of Article 11.5 (below), shall be included as hours worked for purposes of calculating wages, provided that the use of such hours is only to pay for time lost due to actual absences, and not added on top of a pay period in which the employee actually was on the job and worked all prescribed hours.
- (f) For purposes of this bargaining agreement, paid vacation hours shall be included as hours worked for purposes of calculating wages, provided that the use of such hours is only to pay for time lost due to actual absences, and not added on top of a pay period in which the employee actually was on the job and worked all prescribed hours.

11.2 OVERTIME

- (a) For those employees who are assigned to an eight (8) hour or a ten (10) hour shift as specified in Articles 11.1(a), (b) (above), overtime will be defined as hours worked in excess of forty (40) hours worked in a seven (7) day period and will be paid at one and one-half times the employee's regular rate of pay.
- (b) For those employees who are assigned to a twelve (12) hour shift as specified in Article 11.1(c) (above), overtime will be defined as hours worked in excess of eighty-four (84) hours worked in a fourteen (14) day period and will be paid at one and one-half times the employee's regular rate of pay.
- (c) Employees who, for operational reasons, are temporarily re-assigned from an eight (8) or ten (10) hour shift to a twelve (12) hour shift (or vice versa), after a pay period has begun, shall have their overtime hours for the balance of that pay period calculated as if their shift configuration had not been changed. If the shift re-assignment continues into a new pay period, the overtime calculations for the new work hours shall then prevail until such time as they are returned to their regular shift arrangement.
- (d) Employees may not be involuntarily rescheduled for less than full shifts solely for the purpose of avoiding payment of overtime; a scheduled shift assignment may, however, be terminated early or extended if staffing needs allow. Furthermore, the Chief of Police may, in his discretion, make reassignments as he or she sees fit

for purposes of filling unexpected scheduled shift absences.

11.3 COURT TIME

Court time for employees shall be paid in accordance with PRR Section 19; provided, when an employee is subpoenaed as a witness, in a matter involving his duties as an employee during his non-duty hours, he will be compensated for court time for a minimum of three (3) hours, provided the employee performs all the work assigned. All court time shall be compensated at the rate of time and one half (1 ½) their regular rate of pay.

11.4 CALL-OUT TIME

When an employee is "called out" and required to return to work during what would normally be off-duty hours, he will be compensated for a minimum of three (3) hours, provided that the call out was of an un-scheduled nature. If the employee is required to attend a scheduled function during what would normally be off-duty hours, he will be compensated for a minimum of two (2) hours. All call-out time, scheduled or un-scheduled, shall be compensated at the rate of time and one half (1 ½) their regular rate of pay.

11.5 COMPENSATORY ("COMP") TIME

- (a) Employees who are assigned to a twelve (12) hour shift as specified in Article 11.1(c) (above) may exercise the option of converting into comp time, on a one hour for one hour basis, up to four (4) straight time hours worked that are in excess of eighty (80) hours and such converted hours shall be taken at straight time. Any hours in excess of eighty-four (84) hours worked in a fourteen (14) day period shall be considered overtime, as specified in Article 11.2(b) (above) and are subject to the provisions of Article 11.5(b) (below).
- (b) Employees covered by this CBA shall be authorized to accrue, in lieu of overtime payment, compensatory (comp) time. Overtime hours that are accrued as comp time shall be accrued at time and one half (1 ½) and taken at straight time. The maximum amount of overtime an employee may convert is eighty-four (84) hours, provided that the total of converted overtime hours and hours that were converted as specified in Article 11.5(a) do not exceed one hundred twenty-six (126) hours of compensatory time. Comp time may not be taken if the result is the need for another employee to work overtime in order to cover the absence. Employees may only take comp time with the approval of their supervisor and the Chief, just as they would for vacation leave.
- (c) The maximum number of comp time hours that may be carried forward from one fiscal year to the next is eighty-four (84). Employees shall be paid in cash, at fiscal year end, at their current rate of pay, for the number of unused comp time

hours that they have earned, in excess of eighty-four (84), up to a maximum of forty-two (42) hours.

11.6 VACATION ACCRUAL RATES

- (a) Employees who are assigned to a twelve (12) hour shift as specified in Article 11.1(c) (above) shall accrue vacation time based on the following formula. For purposes of this Article 11.6(a), full days of leave that are taken by 12-hour employees shall be considered as taking twelve (12) hours of leave.

Continuous Years of Service

Annual rate of accrual

Zero, but less than five years of completed service

84 hours (7 hours per month)

Upon completion of five years, but less than 10 years of completed service

126 hours (10.5 hours per month)

Upon completion of 10 years, but less than 15 years of completed service

151.2 hours (12.6 hours per month)

Upon completion of 15 years, and all years of service beyond 15 years

176.4 hours (14.7 hours per month)

- (b) Employees who are assigned to eight (8) or ten (10) hour shifts shall accrue vacation at the rate specified in the City's Personnel Rules and Regulations for all other employees.

11.7 VACATION CARRY-OVER

- (a) Employees who are assigned to twelve (12) hour shifts at the end of the fiscal year.
 - 1. Effective the end of the last pay period of calendar year 2009 (January 10, 2010), at the discretion of the employee, the value of accrued, but unused vacation leave in excess of 126 hours, up to a maximum of 42 hours, may be placed into a tax-deferred plan of the employee's choosing, provided that the plan selected by the employee is currently available as a tax-deferred option to all City employees. Alternatively, the employee may choose not to take advantage of this option, and carry the entire vacation balance forward, provided that the vacation balance is no more than 126 hours.
 - 2. Thereafter, and for the balance of the contract period, the employee may carry forward 126 hours of vacation leave to the next fiscal year, and authorize the City to direct the monetary value of accrued, but unused, vacation leave in excess of 126 hours, up to a maximum of forty-two (42) hours, into a tax-deferred plan of the employee's choosing, provided that

the plan selected by the employee is currently available as a tax-deferred option to all City employees. All vacation leave in excess of 126 hours that is not used or directed into a tax-deferred plan shall be lost.

- (b) Employees who are assigned to eight (8) hour shifts at the end of the fiscal year.
1. Effective the end of the last pay period of calendar year 2009 (January 10, 2010), at the discretion of the employee, the value of accrued, but unused vacation leave in excess of 120 hours, up to a maximum of 40 hours, may be placed into a tax-deferred plan of the employee's choosing, provided that the plan selected by the employee is currently available as a tax-deferred option to all City employees. Alternatively, the employee may choose not to take advantage of this option, and carry the entire vacation balance forward, provided that the vacation balance is no more than 120 hours.
 2. Thereafter, and for the balance of the contract period, the employee may carry forward 120 hours of vacation leave to the next fiscal year, and authorize the City to direct the monetary value of any accrued, but unused, vacation leave in excess of 120 hours, up to a maximum of forty (40) hours, into a tax-deferred plan of the employee's choosing, provided that the plan selected by the employee is currently available as a tax-deferred

option to all City employees. All vacation leave in excess of 120 hours that is not used or directed into a tax-deferred plan shall be lost.

- (c) If the City exercises its management rights with regard to scheduling and such action results in the employee's inability to expend accrued vacation hours as specified in Article 11.7 (a) and (b), the City Manager shall have the authority to review such circumstances on a case by case basis.

ARTICLE 12

WAGES

12.1 APPLICATION

The parties agree that the wage provisions are negotiated only for the term of this collective bargaining agreement and that there shall be no continued eligibility or right to wages set out herein or wage increases based upon employment anniversary dates occurring after this agreement expires.

12.2 WAGE RATES

Employees shall receive wages as provided in Appendix B attached hereto and made a part hereof.

ARTICLE 13

SENIORITY

13.1 ACCRUAL

City, departmental and job classification seniority shall continue to accrue during all types of compensable leave approved by the City. Approved leaves of absence without pay of thirty (30) or more consecutive days shall not count toward the accrual of classification or departmental seniority unless the law requires otherwise.

13.2 LOSS OF SENIORITY

An employee shall lose his seniority and be terminated from employment as the result of any one of the following:

- (a) Discharge.
- (b) Retirement.
- (c) Voluntary resignation.
- (d) Layoff or non work status exceeding one (1) year.
- (e) Failure to report to the Department Head the intention to return to work within three (3) calendar days of receipt of a recall notice.

- (f) Failure to report from military leave within the time limits prescribed by law or any other leave unless an extension has been approved in advance by management.

13.3 LAYOFF SELECTION

In the event the City decides to lay off employees within a department, the City will first lay off those employees employed on a part time, temporary, or casual basis. If further layoffs are necessary, selection among regular full time employees shall be based upon:

- (a) Ability to perform all of the work available.
- (b) Special skills essential to the performance of the available work.
- (c) Job performance as reflected by the job evaluations for the past three (3) years or the most recent evaluations available.
- (d) Job classification seniority.

When, in the opinion of the Department Head, factors (a), (b) and (c) are relatively equal among employees, factor (d) shall be determinative.

13.4 PERMANENT LAYOFFS

In some cases, the City may utilize a layoff under circumstances where there is no

reasonable expectancy to return to work. Such layoffs will be designated permanent and the employees laid off shall not be eligible for recall.

13.5 RECALL

Except for employees laid off pursuant to Section 13.4 above, regular full time employees who are recalled by the City within twelve (12) months shall have their City service, departmental, and job classification seniority restored; however, they will not be given credit for the period of the layoff nor shall they receive wages or benefits during the period of the layoff.

ARTICLE 14 **EXTRA DUTY DETAILS**

14.1 EXTRA DUTY DETAILS: NON-SCHOOL RELATED

Employees who accept special duty details to work a special event shall be paid at the rate of thirty-nine dollars (\$39) per hour with the officer netting thirty-three dollars (\$33.00) per hour after deductions for tax and pension contributions required to be paid by the city.

14.2 EXTRA DUTY DETAILS: SCHOOL RELATED

Charlotte County School Board details shall be billed at the rate of thirty dollars (\$30.00) per hour with the officer netting twenty-five (\$25.00) per hour after deductions for tax and pension contributions required to be paid by the city.

14.3 EXTRA DUTY DETAILS: RESERVE OFFICERS

- (a) Reserve officers may sign up for extra duty details after the period of time that is specified in the Punta Gorda Police Department Standard Operating Procedures (SOP) has elapsed. Changes made to the SOP with respect to this waiting period shall be addressed pursuant to Article 21.2 of this contract.
- (b) Reserve officers shall be compensated for details based on the following schedule:
 1. Thirty-nine dollars (\$39) per hour with the officer netting thirty-five dollars and fifty cents (\$35.50) per hour after deductions for tax required to be paid by the city.
 2. Charlotte County School Board details shall be billed at the rate of thirty-dollars (\$30) per hour with the officer netting twenty-seven dollars (\$27) after deductions for tax required to be paid by the city.

ARTICLE 15
ACTING OFFICERS

15.1 **TEMPORARY HIGHER CLASSIFICATION (THC) PAY**

Employees covered by this Agreement who are assigned to temporarily fill a position of a higher rank shall receive temporary assignment pay of five percent (5%) above their base pay or the minimum rate for the higher position, whichever is greater, for hours worked in said temporary position, upon the completion of one shift worked in the position. Acting pay shall be paid retroactively to the first hour in the higher rank.

15.2 **AVOIDANCE OF PREMIUM PAY**

The City shall continue its policy of not manipulating temporary assignments for the purpose of avoiding premium pay after the detail.

ARTICLE 16
ON-CALL PAY

16.1 **DETECTIVES**

Bargaining unit employees assigned to the position of detective and placed on on-call status during the normal work week shall:

- (a) Remain within radio/telephone contact,
- (b) Refrain from any off-duty activities that would prohibit him from immediately responding to a call in a reasonable amount of time;
- (c) The officer's failure to comply with these requirements or respond in a timely fashion may lead to discipline;

Receive an additional \$100.00 per month, or \$46.15 bi-weekly.

16.2 OTHER EMPLOYEES

Other employees who are required to carry a beeper or cellular communication device (CCD) shall not be considered "on-call" and are not restricted as to their location or activities but must respond by telephone or in person if beeped unless unable to respond due to reasons beyond their control.

ARTICLE 17 **SHIFT ASSIGNMENTS FOR POLICE OFFICERS**

17.1 GENERAL

In determining the number of departmental employees working various shifts, the P.B.A. recognizes the Police Department has a right to distribute and assign manpower:

- (a) The Chief of Police has the discretion to determine and assign the number of experienced officers on each shift.
- (b) The City agrees to continue its process of not assigning shifts as a form of disciplinary action.

ARTICLE 18
EQUIPMENT/CLOTHING ALLOWANCE

18.1 **DETECTIVES**

All bargaining unit employees assigned to the position of detective shall receive a semi annual payment of \$500 as a clothing allowance, plus \$350.00 semi annually for cleaning allowance. This allowance shall be pro-rated from October 1 to accommodate new hires or promotions.

All bargaining unit employees assigned to the position of detective shall receive an annual payment of \$120.00 as a shoe allowance. Shoes purchased using this allowance must be of an appropriate color and style, and must be made of a material that is able to maintain a shine, i.e. shoes that are constructed of suede, canvas, and other such materials are not approved under this article.

18.2 OTHER EMPLOYEES

All other bargaining unit employees required to wear a uniform shall receive a semi annual payment of \$350.00 as a cleaning allowance. This allowance shall be prorated from October 1 to accommodate new hires or promotions.

All bargaining unit employees required to wear a uniform shall receive an annual payment of \$120.00 as a shoe allowance. Shoes purchased using this allowance must be of an appropriate color and style, and must be made of a material that is able to maintain a shine, i.e. shoes that are constructed of suede, canvas, and other such materials are not approved under this article.

18.3 INITIAL ISSUE AND REPLACEMENT

The City agrees to provide initial issue of five (5) pairs of pants and five (5) shirts upon hiring a new employee and agrees to provide new uniforms on an "as needed" basis, as requested by the officer, reviewed by the shift supervisor and approved by the Chief of Police.

18.4 VEST

The employer will purchase and provide each police officer a bullet resistant vest. The vest will be replaced when determined by the Chief to no longer be safe and serviceable. A request for a replacement vest shall, if denied, be explained by the Chief in writing.

18.5 FIREARM

The City will provide each officer, at no cost to the officer, an on-duty firearm. The make and caliber of the firearm shall be as directed by the Chief of Police.

18.6 CITY WEAPON

In lieu of carrying a private off duty weapon, the officer may carry the weapon assigned (weapon trained and qualified on) and issued by the Punta Gorda Police Department, as long as the weapon is concealed.

18.7 PRACTICE SHELLS

The employer shall provide practice ammunition at the rate of two boxes of shells per quarter, provided that the employee establishes to the satisfaction of the Chief that the ammunition is being used for legitimate practice shooting. The above is in addition to "qualification" ammunition.

ARTICLE 19
INSURANCE/DEATH BENEFITS

19.1 **INSURANCE**

The City will make available Group Medical, Dental and Life insurance programs, on a group basis, to all unit employees to the same degree and under the same conditions that such insurance is provided to other City employees.

19.2 **NOTICE**

The Union shall be notified of any change in insurance carriers, scope, or amount of coverage, and of increased amounts to be paid by employees under the Article.

19.3 **DEATH BENEFIT**

The City will provide officers a death benefit in accordance with F.S. Sections 112.19 and 112.191, or as they may be amended.

ARTICLE 20
PHYSICAL AGILITY EXERCISE

The Union and the City recognize the necessity to maintain a minimum level of fitness in order to perform the physical functions of a police officer. To that end, at the option of the City, all

members of the bargaining unit will take and pass a task-oriented fitness test, as approved by the City that accurately and completely determines fitness for the duties required of an officer.

ARTICLE 21

RULES AND REGULATIONS

21.1 GENERAL

It is agreed and understood that the City and the Police Department currently have Rules, Regulations, Procedures and Standards governing employment. The P.B.A. agrees that, consistent with Article 3, said Rules and Regulations shall be formulated, amended, revised and implemented in the sole and exclusive discretion of the City Manager and/or the Chief of Police, provided, however, that said new, amended, revised and implemented Rule or Regulation will not be in conflict with the provisions of this Agreement.

21.2 NEGOTIATIONS AND IMPASSE

Should the City exercise its discretion to amend or modify any provision of the Personnel Policies, Rules and Regulations, and/or Standard Operating Guidelines, it shall mail or deliver a copy of such amendment or modification to the PBA at least fifteen (15) days prior to the proposed effective date and, upon request by the PBA, negotiate over the impact of said proposed action.

ARTICLE 22
AGREEMENT AND WAIVER CLAUSE

22.1 **TERM OF AGREEMENT**

The parties agree that this Agreement shall take effect upon ratification by the bargaining unit and City Council, and shall continue for a term through September 30, 2016.

22.2 **BARGAINING PROCESS**

During the negotiations that resulted in this agreement, each party had unlimited right and opportunity to make demands and proposals regarding any subject or matter not removed by law from the area of collective bargaining. All of the understandings and agreements arrived at by the parties are set forth in this Agreement.

22.3 **AMENDMENTS**

This Agreement may be amended in accordance with applicable law.

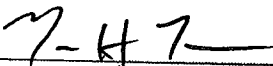
22.4 **SAVINGS CLAUSE**

If any article, section or provision of this Agreement is held invalid by a court of competent jurisdiction, or is rendered invalid by subsequent State or Federal legislation as applied by a court of competent jurisdiction, the remainder of this Agreement shall not be affected. If such action occurs, the parties will meet and attempt to negotiate a

When such an event occurs, the parties will meet and attempt to negotiate a replacement for the invalid item within thirty (30) calendar days.

ARTICLE 23
APPROVAL AND EXECUTION

23.1 **EXECUTION BY UNION**


Signature 

Printed Name Norman Nahra

Date 10/31/13

Title Detective

23.2 **EXECUTION BY CITY MANAGER**

Signature 

Printed Name Howard Kunik

Date 10/2/2013

Title CITY MANAGER

23.3 **RATIFICATION BY UNION**

This Agreement was ratified and approved by the Union on 9/20/13

Signature 

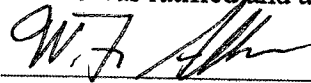
Printed Name Michael McHale

Date 11/5/13

Title PRESIDENT Southwest FI PBA

23.4 RATIFICATION BY CITY OF PUNTA GORDA

This Agreement was ratified and approved by the City Council on 10/02/13.

Signature 

Printed Name William F Albers, Mayor

Date 10/02/13

Title Mayor, City of Punta Gorda

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**APPENDIX A
GRIEVANCE FORM**

Name: _____

Shift: _____

Immediate Supervisor: _____

1. Grievance No.: _____

2. Date of Incident Being Grieved: _____

3. Contract Articles and Sections Claimed to Have Been Violated: _____

4. Statement of Facts Supporting Grievance: _____

(add a page if necessary)

5. List Supporting Witnesses: _____

6. Managers or Supervisors Involved: _____

7. Did you discuss this matter with your supervisor before you filed this grievance:

YesNo

8. Relief Requested: _____

Signature _____ Date _____

cc: Chief
H.R. Director

[THIS SECTION INTENTIONALLY LEFT BLANK]

**APPENDIX B
WAGES**

Section 1: General Provisions: Bargaining unit employees shall be paid in accordance with the city Pay plan except as provided below:

Wages – Except as provided in paragraph 4 below, wage adjustments for the life of this agreement shall be as follows:

1. Year 1: Fiscal Year 2013/2014

Across the Board: Bargaining unit employees shall receive the same across the board wage increase, if any, under the same conditions as the City Council approves for non-represented nonexempt employees (hereafter “general employees”).

Merit Wage Adjustment: Should the City Council approve merit wage increases for general employees of the City, the same formula to determine the amount of merit increases established by the City Manager to apply to general employees shall apply to bargaining unit employees.

Lump Sum Payment: Should the City Council approve a lump sum payment in lieu of an Across the Board and/or Merit Wage Adjustment for general employees of the City, the same formula to determine the amount of the lump sum payment

established by the City Manager to apply to general employees shall apply to the bargaining unit employees

2. Year 2: Fiscal Year 2014/2015

a. Employees listed below on October 1, 2014 shall be increased as set forth below or on the same basis as provided for in Year 1 above, whichever is greater:

1. Compression Adjustment

Employee	Percentage Increase	Employee	Percentage Increase
Chodakowsky.....	3%	Cochran	2%
Jimenez	3%	Irving.....	2%
Renz.....	3%	Heck	2%
Davoult	3%	Angelini.....	2%

Employee	Percentage Increase	Employee	Percentage Increase
Bala.....	3%	Schrader.....	2%
Grim.....	3%	Chow	2%
Nahra	3%	Kennedy.....	2%
Sills	3%	Meddaugh.....	2%
Angelini	3%	Pribble	2%
Mendel.....	3%	Quegan	2%
		Triebe	2%

2. The compression adjustments above shall become effective the first full payroll period after October 1, 2014. In the event that during the fiscal year the City Council approves a wage adjustment for general employees that is greater than the compression adjustments, the City shall make up the difference on an employee

adjustments, the City shall make up the difference on an employee by employee basis retroactive to the date the increases became effective for general employees.

- b. All other bargaining unit employees shall be eligible for wage increases on the same basis as provided for in Year 1 above.

3. Year 3: Fiscal Year 2015/2016

Across the Board: Bargaining unit employees shall receive the same across the board wage increase, if any, under the same conditions as the City Council approves for non-represented nonexempt employees.

Merit Wage Adjustment: Should the City Council approve merit wage increases for non-represented nonexempt employees of the City, the same formula to determine the amount of merit increases established by the City Manager to apply to non-bargaining unit nonexempt employees shall apply to bargaining unit employees.

Lump Sum Payment: Should the City Council approve a lump sum payment in lieu of an Across the Board and/or Merit Wage Adjustment for non-represented, non-exempt employees of the City, the same formula to determine the amount of the lump sum payment established by the City Manager to apply to non-represented, non-exempt employees shall apply to the bargaining unit employees

4. Probationary Employees:

- a. Employees shall not receive any wage adjust during their initial probationary period
- b. Employees who receive a wage increase upon successful completion of their initial probationary period shall not be eligible for any additional wage increase during the fiscal year.

5. General:

- a. No employee's hourly rate of pay shall be less than the minimum, nor more than the maximum, of the pay range to which his/her classification is assigned, except as otherwise specified in this agreement.
- b. Employees who are employed after this CBA is approved shall be paid at the minimum of the pay range, provided that this shall not limit the right of the Police Chief to place a new officer into the range at a higher rate, based on verifiable experience and/or qualifications.

Section 2: Pay Upon Promotion¹

When an employee is promoted to a higher rank he/she shall be paid at the bottom of the pay range, but not less than five percent (5%) above the rate he/she was making before the promotion, whichever is greater. He/she shall serve a twelve (12) month probationary period.

promotion, whichever is greater. He/she shall serve a twelve (12) month probationary period. Upon successful completion of said probationary period, he/she shall receive a four percent (4%) pay increase, and be eligible for an additional merit increase of up to two percent (2%) provided that his/her promotional evaluation results in "exceeds expectations," or an evaluation score of 26 points or higher. Thereafter, he/she shall move through the pay range on the same basis and on the same schedule as all other employees.

Section 3: Specialty Incentives

- A. During the term of this CBA, the Chief, with City Approval, shall have the option of establishing incentives for special teams.
- B. Specialty pay in the amount of \$46.15 per two-week pay period shall be paid to active members of the Dive Team and Canine Unit. Members of these units shall be selected at the sole discretion of the Police Chief.

Section 4: Unit Work

The City retains the right to utilize casual, part-time, supervisory, managerial or other qualified employees and/or volunteers or Police reserve officers to perform bargaining unit work,

¹ This Section is not applicable based upon the current single job classification in the bargaining unit. Any promotion would be to a managerial/confidential position outside the bargaining unit.

including work that would be overtime if worked by bargaining unit employees whenever the Chief determines it is operationally efficient, in which event the Chief shall determine the rate of pay. Reserve officers may not sign up for extra duty details until a period of seventy-two (72) hours from the time of posting has elapsed. Reserve officers shall be paid for extra duty details in compliance with the provisions of Article 14.3(b) of this CBA.

Section 5: New Employees

The City reserves the right to hire new employees at any point within the pay range, based on their experience, education and the needs of the Department.

Section 6: Shift Differentials

Shift differential pay of one dollar (\$1.00) per hour shall be authorized for Police Officers and subject to the following terms and conditions:

- A. Employees whose regular assignment is the night shift (currently 6:00 p.m. to 6:00 a.m.) shall receive the shift differential:
1. For all hours worked during the night shift.
 2. If the employee is required to begin work more than two (2) hours before his shift begins and continues to work into his regular night shift, he will receive the shift differential retroactive to the time he reported to work.

3. If the employee is required to continue to work more than two (2) hours beyond the end of his regular night, he shall receive the shift differential retroactive to the end of his regular night shift.

B. Employees not regularly assigned to the night shift:

1. If the employee is required to report to work more than two (2) hours before his regular shift and continues to work his entire regular shift, the shift differential shall be paid retroactive to the time the employee reported to work but shall cease when the employee begins his regular shift.
2. If the employee is required to continue to work more than two (2) hours after his regular shift, the shift differential shall be paid retroactive, but only to the end of the employee's regular shift.
3. Employees who are called out shall have the shift differential included in the call out rate under Article 11.4 for those hours that qualify for shift differential under (1) and (2) above.

Section 7: Overtime Rate

The employee's regular hourly rate of pay shall be calculated by dividing the employee's base annual salary by 2,080 hours to arrive at the employee's overtime rate.

APPENDIX C DISCIPLINARY ACTION

**This is not Part of the CBA but the Agreed Upon Discipline
and Appeals Procedure for the Officers.**

1. GENERAL STATEMENT

It is the hope of the City that effective supervision and employee relations will avoid most difficulties which otherwise might necessitate discipline of employees.

- A. The City recognizes the fact that each situation differs in many respects from others that may be similar in some ways. Thus, the City retains the right to treat each incident on an individual basis without creating a precedence for other cases which may arise in the future as to a particular employee or groups of employees and to determine the appropriate discipline in every matter on a case by case basis.

2. FORMS OF DISCIPLINE

- A. The City recognizes the following types of discipline:

- 1. Verbal warnings.

- 2. Written reprimands.

2. Written reprimands.
3. Suspension without pay.
4. Demotion.
5. Combination of the above.
6. Termination of employment.

The Chief may also combine a probationary period not to exceed six (6) months with all forms of discipline except termination.

- B. The Chief or his designee, will consult with the Human Resources Department in deciding appropriate disciplinary action greater than a verbal warning, however, the Chief may suspend employees temporarily without pay to the next regular work day of the City Manager (Monday through Friday), if the Chief deems it is operationally necessary. The Chief shall then immediately consult with the Human Resources Department and together they will decide whether to continue the temporary suspension pending completion of the investigation and a final decision as to the appropriate disciplinary action, if any. If it is ultimately determined that no disciplinary action, or disciplinary action that is less than suspension without pay for the period of the temporary suspension is appropriate,

the employee will be reimbursed wages lost less whatever he earned or could have earned through due diligence while on temporary suspension.

3. **BASIS FOR DISCIPLINARY ACTION**

- A. Verbal and written warnings shall be appropriate disciplinary action at the will and pleasure of the City, as well as for any reason listed in paragraph 5 below unless prohibited by applicable law.
- B. Employees who have completed their initial probationary period may be suspended without pay, demoted or terminated for any reason listed in paragraph 5 below, or for any other just cause.
- C. Employees who have not completed their initial probationary period serve at the will and pleasure of the Chief and may be subject to discipline, up to and including termination, as he deems appropriate subject only to applicable law.

4. **NOTICE OF DISCIPLINARY ACTION AND PRE-DISCIPLINARY HEARING OPPORTUNITIES**

In all cases of verbal warning, written reprimand, suspension without pay, demotion, any combination of same, or termination, the employee will be notified in writing of the action taken and a copy of such notice shall be retained by the City in the employee's departmental personnel file; provided documentation of a temporary suspension without pay shall be removed from the employee's personnel file if the employee is reinstated.

pay shall be removed from the employee's personnel file if the employee is exonerated, or discipline is applied that is less than suspension without pay. Such removal documents shall be retained by the Human Resources Department per statutory records retention requirements.

5. TYPES OF OFFENSES

There are two (2) groups of sample offenses for which employees may be disciplined up to and including termination, and the guidelines for recommended penalties for those examples of unacceptable conduct are set forth below; however, the principles concerning application of discipline to these sample offenses or others as set forth in Subparagraphs 1 - 3 above shall apply. Nothing herein shall be construed to limit disciplinary action to the sample offenses enumerated below.

This paragraph provides recommended but not mandatory penalties to apply to the specific example offenses listed here; however, the penalty utilized shall be discretionary with management in all matters of discipline and nothing herein shall require that a particular form of discipline be utilized in any case prior to the utilization of another form of discipline.

A. GROUP 1 OFFENSES

First Offense - Written Reprimand

Second Offense - Up to ten (10) days suspension without pay

Third Offense - Up to and including termination

1. Quitting work, wasting time, loitering or leaving assigned work area during working hours without permission.
2. Taking more than allowable times for meal or rest periods.
4. Unacceptable, inefficient productivity or competency.
5. Sleeping on the job unless authorized to do so.
6. Reporting to work or working while unfit for duty, either mentally or physically, unless the condition is a legally recognized disability in which case the matter will be dealt with in accordance with applicable law.
7. Violating a safety rule or practice.
8. Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, distracting the work of others, catcalls, or other disorderly conduct.
9. Failure to report the loss of a City piece of equipment or other City property entrusted in the employee's custody.
10. Failure to keep the City and department notified of the employee's current

proper address and telephone number.

11. Gambling, lottery or engaging in any other game of chance while on duty, or in any fashion that brings disrepute upon the City.
1. Violation of published City or departmental policies, rules, standards, orders, operating procedures or regulations.
12. Unexcused tardiness or absence.
13. Failure to possess and maintain a current and valid state motor vehicle operator's license, if driving a vehicle is required by the City as an essential part of the employee's job.
14. Failure to report an on-the-job accident or personal injury.

B. GROUP II OFFENSES

First Offense - Up to and including termination

1. Conviction of a non-felony criminal offense or felony.
2. Excessive tardiness and/or absenteeism regardless of the reason.

3. Abuse of leave privileges.
4. Use of official position for personal advantage.
5. Deliberately or negligently misusing, destroying, losing or damaging any City property or property of an employee.
6. Falsification of personnel, City, or Departmental records, including employment applications, accident records, work records, purchase orders, time sheets, or any other report, record, or document.
7. Making false claims or intentional misrepresentation in an attempt to obtain sickness or accident benefits, workers' compensation, or any other benefit.
8. Insubordination or the refusal to perform work assigned, or to comply with written or verbal instructions of a supervisor.
9. Use or possession or display of fire arms, explosives, or weapons on or in City property unless authorized.
10. Removal of City property or any other employee's property from City locations without proper authorization, theft of City property or any employee's property.

11. Failure to return at the end of an authorized leave of absence.
12. Concerted curtailment, restriction of production, or interference with work in or about the City's work stations including, but not limited to, instigating, leading, or participating in any walkout, strike, sit down, stand-in, slowdown, or refusal to return to work at the scheduled time for the scheduled shift.
13. Absent without permission or leave (AWOL).
14. Acceptance of a gift, service, or anything of value in the performance of duty or under any other circumstances where the employee knew or should have known it was given with an expectancy of obtaining a service or favored treatment.
15. Possession, use, sale, attempt to sell, or procure illegal controlled substances at any time whether on or off City property or whether on or off duty; and possession, use, sale or attempt to sell or procure alcoholic beverages while on duty, on City property, or while operating or riding in or on City equipment.
16. Refusal to fully and truthfully cooperate in an investigation conducted by or at the direction of the City.

17. On or off the job conduct which adversely affects the ability of the employee to perform his duties and/or adversely affects the efficient operation of the City government or any department, division, or area of City government.
18. Discourteous, insulting, abusive, or inflammatory language or conduct toward the public or co-workers.
19. Improper racial or sexual comments, harassment or acts directed to any City employee or the general public.
20. Threatening, intimidating, coercing, or interfering with fellow employees or supervision at any time.
21. Provoking or instigating a fight or fighting while on duty.
22. Unauthorized personal use of the exempt tax number for any reason.
23. Accepting a bribe or gratuity, committing an illegal act or accepting a gratuity for performing the normal duties as a City employee.
24. Failure to report in writing an offer of a bribe or gratuity to permit an illegal act.
25. Communicating or imparting confidential information either in writing or

... of leaking confidential information either in writing or verbally to any unauthorized person.

26. Refusal to sign an acknowledgment of disciplinary action.

The above list does not include all of the reasons for which an employee may be subject to disciplinary action, but as stated earlier, is intended to provide examples of inappropriate conduct.

6. **SUSPENSION PENDING RESOLUTION OF CRIMINAL CHARGES**

- A. In the event an employee is charged with any crime, the employee may be suspended with or without pay.
- B. At any time, the City Manager shall have the option of taking disciplinary action based on its own investigation without regard to the existence, status or final disposition of the criminal charges.
- C. The City Manager may elect to wait until the criminal proceeding, or a particular phase thereof is concluded before considering disciplinary action. In such a case, the City Manager may take the resolution of the criminal proceeding, or phase thereof, under consideration but shall not be bound thereby and shall make its determination as to the facts and the appropriate disciplinary action, if any.

- D. Under paragraphs B and C above, the City Manager will not consider anything less than a finding by a judge or jury, whichever is applicable, of not guilty as relevant to the issue of whether the employee engaged in the conduct in question.
- E. If an employee charged with a crime is found not guilty by a judge or jury, and the City Manager determines no disciplinary action is warranted, the employee will be reinstated with back pay less amounts earned, unemployment compensation and periods of time the employee was unavailable to work or did not make every reasonable effort to find work.

7. **GRIEVANCE PROCEDURE FOR DISCIPLINARY ACTIONS**

- A. Verbal warnings, written warnings and probation.

Appeals of verbal and written warnings and probation shall be under City PRR § 12.

- B. Temporary suspensions without pay

Before an employee is temporarily suspended without pay pursuant to paragraph 2(B) above, or 7(C)(1)(b) below, the Chief, or his designee will explain the reason for the temporary suspension and give the employee the opportunity to explain his position.

- C. Suspensions without pay, demotion and termination.

1. Pre-disciplinary procedure.

When the Chief is considering suspension without pay, demotion or termination of a regular, full-time employee who has completed his initial probationary period:

- a) The employee shall be given written notice of the reason such disciplinary action is being considered, summary of the information on which the Chief relies and an opportunity to present his position either verbally or in writing to the Chief before the decision is made. Notice shall be complete upon either personally handing it to the employee or mailing it to the employee's address as contained in the City personnel file.
- b) The Chief, with the approval of the City Manager, may suspend the employee without pay immediately pending the ultimate decision, provided the employee shall be given an opportunity to explain his position before the temporary suspension without pay.
- c) If after considering all of the evidence before him, the Chief decides to suspend the employee without pay, demote or terminate, the Chief shall notify the employee in writing of the decision and

the reasons therefore, and advise the employee of his right to a due process hearing under paragraph 7(C)(2) below.

2. Appeal Procedure.

- a) A regular full-time employee who has successfully completed his initial probationary period who is suspended without pay (other than temporarily under paragraph 2, 6, or 7(C), demoted or terminated who wishes to appeal must appeal in writing to the City Manager, or his designee, within ten (10) working days after notice of his suspension without pay, demotion or termination.
- b) Upon receipt of a timely appeal, the City Manager shall arrange a hearing at which the Chief shall be required to establish just cause as set forth in paragraph 5 by a preponderance of the evidence.
- c) The employee shall be entitled to be represented by counsel of his just choice at his expense and shall have the right to present evidence, examine and cross-examine witnesses and state his position orally or in writing.
- d) Proceedings shall be recorded by tape, video or other recorder or by court reporter.
- e) f)The City Manager shall consider the evidence before him and

3) The City Manager shall consider the evidence before him and make findings of fact and conclusions of law, which shall be final and binding on all concerned.

3. General Provisions.

The time limits set forth above may be extended for reasons considered appropriate by the Human Resource Director. Failure of an employee to file an appeal in a timely fashion, unless an extension has been granted in advance, will constitute an automatic abandonment of his appeal.

4. At his option, the City Manager may delegate another Department Head, an attorney or an arbitrator to hold the hearing and make the final decision or hold the hearing and make recommended findings of fact and conclusions of law, in which event the City Manager shall be bound by the recommended findings of fact as long as they are supported by evidence in the record. The City shall bear the fee of any substitute for the City Manager he delegates.