

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

**Effective Dates: October 1, 2008 to September 30, 2011**

## TABLE OF CONTENTS

<b>ARTICLE I:</b>	<b>RECOGNITION AND INTENT</b>	
Section 1.1	Parties.....	1
Section 1.2	Recognition .....	1
Section 1.3	Entire Agreement .....	1
Section 1.4	Effect of Laws and Ordinances .....	2
<b>ARTICLE 2:</b>	<b>DECLARATION OF PRINCIPLES</b>	
Section 2.1	Non-Discrimination.....	3
<b>ARTICLE 3:</b>	<b>UNION SECURITY AND CHECKOFF</b>	
Section 3.1	Dues.....	4
Section 3.2	Amount.....	4
Section 3.3	Remittance .....	4
Section 3.4	Recourse.....	4
Section 3.5	Minimum Pay .....	5
Section 3.6	Withdrawal .....	5
Section 3.7	Indemnity .....	5
<b>ARTICLE 4:</b>	<b>UNION BUSINESS AND SERVICES</b>	
Section 4.1	Representation and Notice.....	6
Section 4.2	Activities.....	6
Section 4.3	Time .....	6
Section 4.4	Visitation .....	7
Section 4.5	Solicitation and Distribution.....	7
Section 4.6	Time-Off Without Loss of Pay .....	8
Section 4.7	Bulletin Boards.....	8
Section 4.8	Information .....	9
<b>ARTICLE 5:</b>	<b>MANAGEMENT RIGHTS</b>	
Section 5.1	Functions of Management.....	10
Section 5.2	Operations and Direction of Work Force .....	10
Section 5.3	Examples of Management Rights .....	10
Section 5.4	Rules and Regulations .....	12
Section 5.5	Grievances and Impact Bargaining .....	13
Section 5.6	Waiver.....	13
Section 5.7	Emergencies .....	13
Section 5.8	Job Duties .....	14
<b>ARTICLE 6:</b>	<b>GRIEVANCE AND ARBITRATION</b>	
Section 6.1	Grievance.....	15
Section 6.2	Grievance Procedure .....	15
Section 6.3	Arbitration.....	17
Section 6.4	Grievances by Non-Union Member .....	18
Section 6.5	General .....	19

Section 6.6	Time Off/Pay .....	19
Section 6.7	Discipline Dispute Resolution Process - (DDRP) .....	20
<b>ARTICLE 7:</b>	<b>SPECIAL UNIT TRANSFERS</b>	
Section 7.1	Special Unit.....	21
<b>ARTICLE 8:</b>	<b>VOTING .....</b>	<b>22</b>
<b>ARTICLE 9:</b>	<b>UNION/MANAGEMENT MEETINGS.....</b>	<b>23</b>
<b>ARTICLE 10:</b>	<b>INSURANCE.....</b>	<b>24</b>
<b>ARTICLE 11:</b>	<b>STRIKES .....</b>	<b>25</b>
<b>ARTICLE 12:</b>	<b>HOLIDAYS</b>	
Section 12.1	Days Observed .....	26
Section 12.2	Eligibility for Holiday Pay.....	26
Section 12.3	Holiday Pay.....	27
Section 12.4	Pay for Work on Holiday .....	27
Section 12.5	Floating Holiday .....	27
<b>ARTICLE 13:</b>	<b>PAID TIME OFF</b>	
Section 13.1	Eligibility .....	28
Section 13.2	Accrual of Leave - PTO.....	28
Section 13.3	Charging Leave.....	29
Section 13.4	Leave Bank Pool.....	29
<b>ARTICLE 14:</b>	<b>HOURS OF WORK AND WORK SCHEDULE</b>	
Section 14.1	Basic Work Schedule .....	30
Section 14.2	Overtime .....	30
Section 14.3	Assignment of Overtime.....	31
Section 14.4	Off-Duty Employment.....	31
Section 14.5	Court Time .....	31
Section 14.6	Standby Duty On-Call Status .....	32
<b>ARTICLE 15:</b>	<b>LIGHT DUTY.....</b>	<b>33</b>
<b>ARTICLE 16:</b>	<b>WAGES</b>	
Section 16.1	Step Plan .....	34
Section 16.2	Step Plan Implementation .....	34
Section 16.3	Maximum of Step Plan .....	34
Section 16.4	Personnel Rules and Regulations.....	35
<b>ARTICLE 17:</b>	<b>UNIFORMS AND EQUIPMENT</b>	
Section 17.1	Uniforms.....	36

Section 17.2	Initial Issue .....	36
Section 17.3	Replacement.....	36
Section 17.4	Maintenance .....	36
Section 17.5	Clothing Allowance.....	36
<b>ARTICLE 18:</b>	<b>PROBATIONARY PERIOD</b>	
Section 18.1	Initial Probationary Period .....	38
Section 18.2	Grievances .....	38
Section 18.3	Transfers, New Employees and Waiving Probation.....	38
<b>ARTICLE 19:</b>	<b>CONTINUOUS EMPLOYMENT (Seniority)</b>	
Section 19.1	Definition .....	39
Section 19.2	Benefits .....	39
Section 19.3	Loss of Continuous Service .....	39
Section 19.4	Paid Time Off Leave - Priority .....	40
Section 19.5	Layoff and Recall .....	40
<b>ARTICLE 20:</b>	<b>SAFETY, HEALTH AND PHYSICAL FITNESS</b>	
Section 20.1	Cooperation .....	42
Section 20.2	Unsafe Equipment.....	42
Section 20.3	Take-Home Vehicle Policy .....	42
Section 20.4	Transport.....	43
Section 20.5	Portable Radio .....	43
Section 20.6	Firearms Training.....	43
Section 20.7	Physical Exams.....	43
Section 20.8	Fitness for Duty .....	44
Section 20.9	Drug and Alcohol Policy .....	45
Section 20.10	Random Drug Tests.....	46
Section 20.11	Notice of Health Related Problems.....	46
Section 20.12	Tobacco Free Requirement .....	46
<b>ARTICLE 21:</b>	<b>WORKING OUT OF CLASSIFICATION</b> .....	47
<b>ARTICLE 22:</b>	<b>MISCELLANEOUS</b>	
Section 22.1	Locker and Shower Facilities .....	48
Section 22.2	Inspection of Lockers .....	48
Section 22.3	Retirement Entitlements.....	48
Section 22.4	Pension - 185.....	49
Section 22.5	Pension Multiplier .....	49
<b>ARTICLE 23:</b>	<b>EDUCATION</b> .....	50
<b>ARTICLE 24:</b>	<b>DURATION</b> .....	51
<b>APPENDIX A</b>	<b>STEP PAY PLAN</b> .....	53
<b>APPENDIX B</b>	<b>GRIEVANCE FORM</b> .....	54

**ARTICLE I: RECOGNITION AND INTENT**

**Section 1.1: Parties.**

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

**Section 1.2: Recognition.**

A. The City hereby recognizes the Union as the exclusive bargaining representative for all employees in the unit certified by the Public Employees Relations Commission certification in Case No. RC1674.

B. The bargaining unit excludes the Chief of Police, Deputy Chiefs, Captains, Lieutenants, Sergeants, and all other employees unless specifically included in the bargaining unit certified by PERC, as well as the following positions:

- i. All sworn exempt staff assistants, regardless of rank, assigned to the administration of the Professional Standards Division.
- ii. All General employees assigned to the Police Department.

**Section 1.3: Entire Agreement.**

This Agreement which becomes effective October 1, 2008 constitutes the entire Agreement and understanding between the parties and, subject to applicable law, shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by authorized representatives of both parties, and supersedes any and all previous agreements and understandings between the parties, either written or orally.

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

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

**ARTICLE 2:           DECLARATION OF PRINCIPALS**

**Section 2.1: Non-Discrimination.**

Neither the Union nor the City shall illegally discriminate against any employee on the basis of race, color, religion, age, gender, legally recognized disability, political affiliation, national origin, or Union membership or non-membership. The use in this Agreement of the designation “he” in referring to any employee shall mean “he” or “she” wherever used.

**ARTICLE 3:           UNION SECURITY AND CHECKOFF**

**Section 3.1: Dues.**

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

**Section 3.2: Amount.**

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

**Section 3.3: Remittance.**

With written instructions provided by the Union and a written authorization from the employee acceptable to the City, the City will direct deposit Union members' dues to the Union's account. Direct deposits will cease upon written notice, next payroll following written notice from the employee of same.

**Section 3.4: Recourse.**

If there is an amount deducted in excess of what is authorized by the employee, the City will reimburse the employee provided a timely grievance is filed if the excess

deduction was made as a result of a mistake by the City; otherwise, the employee shall have recourse only against the Union.

**Section 3.5: Minimum Pay.**

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

**Section 3.6: Withdrawal.**

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

**Section 3.7: Indemnity.**

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

**ARTICLE 4:           UNION BUSINESS AND SERVICES**

**Section 4.1: Representation and Notice.**

The Union shall be represented by its designated officials. The Union shall notify the HRD in writing of the names of its Officials/Stewards, as well as any designated substitute for the Stewards to serve as the Union representative. The City is not required to deal with any employee as a representative of the Union except its designated official's.

**Section 4.2: Activities.**

A.     The Union Official, or his designee, shall carry out their activities in behalf of the Union, including investigating or settling grievances, during their non-working hours unless they obtain prior permission from the Chief, or his designee, so long as there is no interference with the work activities of the employee or the mission of the Department. When the Union Official, or his designee, is engaging in such activities while on duty, there shall be no loss of pay. When the Union Official, or his designee, is engaging in such activities when they are off duty, they shall not be entitled to pay.

B.     The Union Official, or his designee, shall be allowed to communicate official Union business to members in non-work areas during non-working time so long as it does not interfere with Departmental operation as determined by the Chief.

**Section 4.3: Time.**

It is expected that the investigation and processing of grievances, by the Union Official, or his designee, to the extent that the time of unit employees is required, will occur during the off-duty time of those involved; however, the aggrieved employee(s), if on duty shall be paid their normal rate of pay.

#### **Section 4.4: Visitation.**

The Chief, or his designee, shall permit one authorized non-employee Agent of the Union access to the Police Department to handle grievances arising under this Agreement. The Agent designed to have access to the Department shall first obtain the permission from the Chief, or his designee, which will normally be the ranking officer on duty at the station at the time, before coming into any working area, and may, at the option of the Chief, or his designee, be accompanied by a managerial employee in the event the Union agent needs to visit a particular area of a station. The Agent will not in any way interfere with the work of employees or the operations of the Department. If, during a visit, the Agent wishes to have a private conversation with an employee, the Chief, or his designee, will allow the same consistent with his determination of operational needs and will designate the place the conversation with occur.

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

Except as modified by this Agreement, the Union, its members, agents, representatives and all persons acting on its behalf, including the Employer's employees covered by this Agreement, are strictly prohibited by law and this Agreement from soliciting any of the Employer's employees, for Union purposes, during the work time of any employee involved, and from distributing Union literature in any work area at any time. It is understood and agreed that any employee who violates either of these prohibitions is subject to discipline. ("Work time" is any time, exclusive of breaks or mealtime during the hours of a shift.)

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

With respect to disciplinary proceedings under the City Personnel Rules and Regulations (hereinafter "PRR") or this Agreement, bargaining unit employees who participate in such proceeding, including an employee representative of the employee, if any, shall be treated the same as all other City employees with respect to time off and pay. With respect to contract negotiations between the Union and the City, the three (3) Union Representatives shall not lose any pay for the work hours spent participating in such contract negotiations.

**Section 4.7: Bulletin Boards.**

The Employer agrees to set aside space for a bulletin board (not to exceed 30" by 24") to be provided by the Union for its use in informing its membership as to official Union business. It is however, agreed and understood that materials to be posted and emails regarding official Union business, if such materials are derogatory, abrasive, abusive, or critical about any person, or City policy, practice, employees or officials are intemperate in language and/or are not related to legitimate Union business, or which are factually inaccurate, will be removed. The bulletin board may not be used for any political purpose or to support or oppose any political candidate or issue; provided however, it may be used for internal elections held by the Union among its membership. At the Chief's discretion the Union may use the City E-Mail system to communicate with the Members, only after the Chief has reviewed and approved the same in advance.

**Section 4.8: Information.**

A. The City shall provide the Union a copy of the names, steps and grades of bargaining unit members, upon written request by the Union, but not more often than twice a year.

B. The City shall furnish the Union office a copy of all current or subsequently amended written SOPs, GOs, City PRR and other rules, regulations and policies applicable to bargaining unit employees.

C. The City shall provide the Union with anticipated adjustments, amendments to, amendments of, and proposed new regulations concerning any and all matters stipulated in subsection B above, in order that the Union may give comment and/or recommendations on the subject within fourteen (14) calendar days from the date received. Any impact on wage, hours or terms and conditions of employment shall be the subject of bargaining prior to implementation.

D. The City shall make available to all members of the bargaining unit all City PRRs, GOs, SOPs and any and all other rules applicable to the unit members.

**ARTICLE 5:           MANAGEMENT RIGHTS**

**Section 5.1: Functions of Management.**

It is the function of management to determine and direct the policies, mode and method of providing its services without any interference in the management and conduct of the City's operations on the part of the Union or any of its representatives.

**Section 5.2: Operations and Direction of Work Force.**

The City shall continue to exercise the exclusive right to take any action it deems necessary or appropriate in the management of its operations and the direction of its work force. The City expressly reserves all rights, powers and authority customarily exercised by management, and functions which the City has not expressly modified or delegated by express provisions of this Agreement.

**Section 5.3: Examples of Management Rights.**

The Union and the employees covered under this Agreement recognize and agree that the City has the sole and exclusive right except as specifically provided for in this Agreement, to manage and direct any and all of its operations. Accordingly, the City specifically, but not by way of limitation, reserves the sole and exclusive right to:

1.     Exercise complete and unhampered control to manage, direct and totally supervise all employees of the City.
2.     Take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency situations.
3.     Schedule and assign work, including overtime, to employees and determine the size and composition of the work force.

4. Determine the services to be provided to the public, and the maintenance procedure, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities, and equipment.
5. Hire and/or otherwise determine the criteria and standards of selection for employment.
6. Promote and/or otherwise establish the criteria and/or procedure for promotions, and to determine the number, grade, and types of positions, in any pay plan which is or may be developed by the City.
7. Fire, demote, suspend or otherwise discipline for just cause.
8. Set procedures and standards to evaluate City employee's job performance and to evaluate them.
9. Layoff and/or relieve employees from duty due to budgetary constraints, or other operational reason.
10. Determine the allocation and content of job classifications and determine all training parameters for all City positions, including persons to be trained and extent and frequency of training.
11. Formulate, amend, revise and implement policy, rules and regulations, and require employees to observe and obey the City's policies, rules and regulations.
12. Control the use of equipment and property of the City.
13. To determine whether all of any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase operations.
14. To determine the starting and quitting time and the number of hours to be worked.

15. To increase or decrease the number of jobs or employees.
16. To change materials, processes, products, service, equipment, production, and methods of operation.
17. To assign work and equipment.
18. To assign or reassign shifts, create or abolish shifts, and rotate shifts, and will advise Union of changes within thirty (30) days to allow negotiations of said changes.
19. To determine and change standards of fitness of employees to perform work.
20. To contract and/or subcontract any existing or future work when good business judgment makes such action advisable.
21. To transfer employees from job to job, either on a permanent or temporary basis.
22. To determine job content.
23. To establish the standards of conduct and work of employees.
24. To determine the qualifications of employees; and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices as the City may determine to be necessary for the orderly and efficient operations of the City; provided, such changes do not alter the specific provisions of this Agreement.

**Section 5.4: Rules and Regulations.**

To the extent that the same are not in conflict with this Agreement, Ordinances of the City of Ocoee, rules and regulations of the City and the Division, and Personnel

Rules and Regulations (PRR), General Orders and SOPs of the Ocoee Police Department may be implemented by the City of Ocoee, Florida.

**Section 5.5: Grievances and Impact Bargaining.**

A. The exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters be alleged to violate the terms and conditions of the Agreement.

B. However, unless this CBA provides otherwise, the Union retains its right to negotiate over the impact of such actions to the extent that such actions impact wages, hours, or terms and conditions of employment, and the law requires the City to engage in impact bargaining.

**Section 5.6: Waiver.**

The City's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

**Section 5.7: Emergencies.**

If, in the sole discretion of the City Manager, it is determined that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or other catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, except for monetary provisions.

**Section 5.8: Job Duties.**

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees, at the discretion of management, may be required to perform other duties not specifically contained in their job description. Employees shall perform work as assigned by the Chief or his designee.

**ARTICLE 6:           GRIEVANCE AND ARBITRATION**

**Section 6.1: Grievance.**

A grievance is defined as a difference between the City and any employee or the Union involving an alleged violation or misapplication of a specific provision of this Agreement. When an Article or Section in this contract references or incorporates the City Personnel Rules and Regulations (PRR) a claimed violation, misapplication or misinterpretation of the PRR shall be subject to this Article.

**Section 6.2: Grievance Procedure.**

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

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

Step 2: If the grievance is not settled in Step 1 above, the grievance must be reduced to writing and signed by the employee and presented to the Chief, or his designee, within ten (10) calendar days of the act or occurrence which gives rise to the grievance, or when the employee knew or should have known of such act or occurrence, whichever first occurs, regardless of whether the meeting in Step 1 was held. The written grievance must include:

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

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

Within five (5) working days of presentation of the written, signed grievance, the Chief, or his designee, and the Union Representative, or his designee, shall meet to discuss the grievance. The Chief, or his designee, will respond in writing within five (5) working days of the meeting.

Step 3: If the grievance is not settled in Step 2 above, within five (5) calendar days of receipt of the Chief's response in Step 2, the Union shall notify the City in writing of its appeal of the grievance to Step 3. Within ten (10) calendar days of delivery of the written notice of appeal to Step 3, the City Manager, or his designee, shall meet to discuss the grievance with the Union Agent. The City Manager shall respond in writing within ten (10) calendar days after the meeting. The City Manager may extend the time limits for the meeting and decision in this Step, if agreed to by the Union, but must do so in writing.

Failure of the parties to meet to discuss the grievance within the time provided in Steps 1, 2, and 3 of the grievance procedure or failure of the City to respond at any step shall be deemed a denial of the grievance and require the Union to proceed to the next step within the time limits just as if the City had denied the grievance in writing on the last day an answer was due. Failure of the City to respond or to explain its response at any step shall not in any way restrict the City's rights to raise any issue or present any

evidence it deems appropriate in support of its position in any subsequent arbitration or other administrative or judicial proceeding. The employee grievant shall be entitled to be present at any meeting held under Step 2 or Step 3.

**Section 6.3: Arbitration.**

All grievances for disciplinary matters involving forty (40) or more hours of unpaid suspension or termination may be appealed through the additional following steps. If the grievance is not resolved through above steps, the grievance may be submitted to binding arbitration by the Union. Arbitration proceedings must be initiated by serving of a written request for arbitration by the Union within twenty (20) calendar days after the City Manager's response. Submission to the arbitrator shall be based exclusively on the written grievance as submitted in Steps 1, 2 and 3 of the grievance procedure and shall include a copy of this Agreement.

The arbitrator selected shall decide the dispute and such decision shall be final and binding on the parties and the employees. The expenses of the arbitrator shall be borne equally by the parties; and, each party shall be responsible for its own attorneys' fees, any court reporting services it wishes to use, and the wages of employees, whether they be witnesses, potential witnesses, representatives, or grievant, it utilizes in any arbitration proceeding.

The jurisdiction of the arbitrator is limited and confined to determining whether there has been a violation of the express terms of this Agreement. The arbitrator shall in no way alter, amend, or modify the terms of this Agreement. The arbitrator shall not award any monetary relief to any employee who has not filed and processed a grievance signed by the employee and filed and processed in a timely manner.

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

A. Within twenty (20) calendar days from receipt of the notice of the intent to invoke arbitration, the Union shall request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service, all of whom must reside in the State of Florida. The Union shall supply the City with a copy of the list of arbitrators. The Union and the City will alternately eliminate one at a time from said list of names of persons until only one remains, and that person will be the arbitrator. The City and the Union will alternate in the right to first strike names in successive arbitrations.

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

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

When the Union refuses to process a grievance for an employee because of the employee's non-membership in the Union, the employee shall have the right to process a grievance under this Agreement, but cannot require arbitration of the grievance unless the law requires otherwise, in which event, the employee shall have all the rights and assume all the burdens, limitations and obligations, including financial obligations, of the

Union under this Article and any other Article that may apply to his grievance. The employee will not be entitled to any other grievance process.

**Section 6.5: General.**

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

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

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

Step 1 of the grievance procedure shall be carried out during the employee's work hours at a time and place designated by the Chief based on operational needs, and the employee shall lose no pay. The City shall determine when Steps 2 and 3 shall be processed, and if the Step or Steps, including Arbitration, are processed during their scheduled working hours, neither the Union Representative nor the grievant shall lose pay. Employee witnesses, other than grievant, whom the City Manager may at his option choose to interview shall lose no pay if interviewed during their working hours, and if interviewed after or before such hours, shall be paid for such time as if they were performing other work for the City. Otherwise, the City shall not be responsible to pay any employee representative, officer or agent of the Union for any time spent processing grievance matters, but will allow one such person plus the grievant per grievance reasonable time off without pay for said activities upon reasonable prior notice if in management's opinion work requirements will allow such absence.

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

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

In cases involving alleged policy violations in an administrative investigation, which may lead to discipline, an employee may request a discipline dispute resolution meeting (DDRM) at any time prior to final acceptance of discipline or a final decision by the Chief or prior to filing a formal grievance. The meeting shall be held with the employee's Lieutenant, Human Resources Director and include the employee, employees representative and/or counsel, and the supervisor and/or investigator assigned to the case.

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

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

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

**ARTICLE 7:        SPECIAL UNIT TRANSFERS**

**Section 7.1: Special Unit.**

Special Unit assignments shall be handled as provided in SOPs or General Orders. Should the City decide to create the position of Corporal, the parties shall re-open this article.

**ARTICLE 8:        VOTING**

Employees, who are on duty on an election day, will be allowed to take time off without loss of pay to vote on City Property or at other polling places within the City. The time they take off to vote will be determined by the Chief. All other employees shall vote on their own time – by absentee ballot or as otherwise permitted by law; provided, if an employee who is not scheduled to work on an election day whose voting precinct is not in the City of Ocoee is called into work so that he cannot vote on his own time, the Chief shall make operational arrangements for the employee to vote without loss of pay.

**ARTICLE 9:           UNION/MANAGEMENT MEETINGS**

The City and the Union shall meet and confer on matters of mutual interest upon the request of either but not more often than once a quarter, unless both parties agree to meet more often. Such special meetings shall be held on a date and at a time and place mutually agreeable to the parties. Meetings held under this Section shall not be considered collective bargaining under the Public Employees Relations Act. Issues related to grievances shall not be discussed. The Human Resources Director shall be responsible to coordinate these meetings with the Union Representative.

**ARTICLE 10:        INSURANCE**

During the life of this Agreement, the City shall provide the same health, medical, and dental insurance under the same terms and conditions for bargaining unit employees and their dependants that it provides for the City's other bargaining units, non-bargaining unit, non-exempt employees and their dependents.

**ARTICLE 11:        STRIKES**

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

**ARTICLE 12:        HOLIDAYS**

**Section 12.1: Days Observed.**

A.     For bargaining unit employees not on a 24/7 shift and especially who work a Monday thru Friday schedule, when a holiday falls on Saturday or Sunday, the Friday preceding or Monday following shall be designated a substitute holiday and observed as the official holiday.

B.     The observed holidays are:

January 1	New Year's Day
January – Third Monday	Martin Luther King, Jr. Day
May – Last Monday	Memorial Day
July 4	Independence Day
September – First Monday	Labor Day
November – Fourth Thursday	Thanksgiving Day
November – Fourth Friday	Day after Thanksgiving
December 24	Christmas Eve
December 25	Christmas Day

**Section 12.2: Eligibility for Holiday Pay.**

A.     All holiday earned must be taken as time off or paid on the same day that it is earned.

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

C. When an employee works on a scheduled holiday, the employee shall receive holiday pay, if he meets the eligibility requirements, plus time and one half (1½) his straight time rate.

D. When an employee is scheduled to work on a holiday but fails to do so, the employee will not receive holiday pay even if the employee is otherwise eligible for holiday pay.

**Section12.3: Holiday Pay.**

Full time employees shall receive pay for the number of hours regularly scheduled at their straight time hourly rate.

**Section12.4: Pay for Work on Holiday.**

When an employee works on a scheduled holiday they shall be paid their regular rate of pay and in addition receive one and one-half time their regular rate of pay for all hours worked during the holiday (2 1/2).

**Section12.5: Floating Holiday.**

On October 1 of each year of this Agreement all bargaining unit employees shall receive two (2) additional shifts added to their paid time off accrual. These additional hours are to be scheduled and used as all other paid time off hours.

**ARTICLE 13:        PAID TIME OFF**

**Section 13.1: Eligibility.**

A.     Only full-time employees and full-time probationary employees will be allowed to accrue paid time off (PTO) leave.

B.     Full-time probationary employees shall accrue paid time off leave during their initial probationary period, but accrued leave is not earned until successful completion of their probationary period. During the initial six (6) months of employment, they may not take accrued paid time off leave unless authorized by the City Manager. Accrued paid time off leave not taken by a full-time probationary employee is not earned and shall not be paid upon termination of employment.

**Section 13.2: Accrual of Leave – PTO.**

Effective October 1, 2008:

A.     Full-time employees earn Paid Time Off (PTO) leave as follows:

One through five years of service -	176.28 hours
Six through ten years of service -	216.06 hours
Eleven years +	256.10 hours

B.     A full-time employee can accrue up to 500 hours of paid time off. If an employee accrues more than 500 hours of PTO leave, any hours over 500 will be automatically deducted from the employee's leave bank on September 30 each year. However, should an employee request time off and be denied the request, no time shall be deducted from the employee.

**Section 13.3: Charging Leave.**

PTO leave time for employees will be charged at hour for hour of the time taken off from the employee's shift.

**Section 13.4: Leave Bank Pool.**

The City shall establish a Leave Bank Pool, which the employees may access.

**ARTICLE 14:        HOURS OF WORK AND WORK SCHEDULE**

**Section 14.1: Basic Work Schedule.**

A.     The basic work schedule shall be the established work schedule as of September 1, 2008. The day shift shall be set by the City and not to start before 5:30am.

B.     Paid lunch and break periods are scheduled at the discretion of the Chief, or the Chief's designee.

**Section 14.2: Overtime.**

A.     Non-exempt employees are to report all hours worked. Non-exempt employees should not begin work before the beginning of their schedule or after the end of their schedule without permission; however, if they do perform work before or beyond their schedule, they are to report it as hours worked on their time sheet or record. Overtime will be authorized or directed by the City and administered according to the provisions of this Agreement.

B.     All employees shall be paid time and one-half their regular hourly rate of pay for all hours in excess of forty (40) in a work week. Unit members shall have the option to select pay or defer the payment by selecting compensatory time for overtime worked. The compensatory time earned may not exceed 48 hours. Any compensatory time not used by December 31st of each year shall be paid out.

C.     For the purposes of overtime computation, jury duty, annual military leave and other absences from duty, whether paid or not, shall not be considered as time worked; provided, however, paid holidays and paid personal leave used for a scheduled vacation shall be considered.

D. Employees shall be required to work overtime when assigned unless excused by supervision. An employee desiring to be excused from overtime work assignments shall submit a request to the immediate supervisor who shall determine whether the excuse is acceptable.

**Section 14.3: Assignment of Overtime.**

Overtime shall be scheduled in accordance with departmental rules, regulations and directives, and administered in accordance with the provisions of this Agreement. When overtime is authorized, the most senior qualified employee shall be offered the overtime first and in descending order the next most senior qualified employee. Should no employee volunteer to work the overtime, the least senior qualified employee shall be assigned to work.

**Section 14.4: Off-Duty Employment.**

Any employee may voluntarily accept and be employed to work off-duty on any occupation that has been approved by the City. The Police Department will post off-duty employment opportunities received from third parties on the official bulletin board(s). Employees must sign up for the off-duty job only if he can work the off-duty schedule. No employee may sign for more than two (2) off-duty jobs per week. Jobs will be awarded to the employees based on a first come basis.

**Section 14.5: Court Time.**

The payment for court time as required by the City's SOP will be consistent with the current practices as of October 1, 2008.

#### **Section 14.6: Standby Duty On-Call Status**

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

B. Such standby on-call time shall be compensated at the rate of \$20.00 per day, when the employee has been scheduled to work within the 24 hours and is now off work. The rate of \$30 per day shall be paid when the employee is scheduled off for the day and the rate of \$40 per day for any recognized holiday in which the employee is scheduled off but placed on standby.

**ARTICLE 15:        LIGHT DUTY**

Light duty shall be performed within the Ocoee Police Department if the Chief determines it is available. Light duty availability for personal illness or injury, shall be determined on a case-by-case basis, normally employees will be required to use paid time off leave. If the Chief determines it is not available, light duty shall be performed wherever assigned by the City, especially for work related injuries. The Chief will determine the length of the light duty availability.

**ARTICLE 16: WAGES**

**Section 16.1: Step Plan.**

The Step Pay Plan for the period beginning October 1, 2008 through September 30, 2011 is set forth in Appendix "A". The step plan consists of 10 steps and begins at \$38,000. This step pay plan and future COLA's shall cease September 30, 2011 unless the parties agree on a successor agreement.

The City retains the right to give experienced police officers a sign up bonus depending upon the years of law enforcement experience they have obtained.

**Section 16.2: Step Plan Implementation.**

1. Each employee shall be placed on the step plan in Appendix "A" beginning April 1, 2009 and in accordance with the schedule negotiated to reflect adjustments. However, any employee who received an adjustment on October 1, 2008 shall not be entitled to an increase until October 1, 2009.

2. Effective October 1, 2009 each employee shall be moved to the next step of the pay plan in the next corresponding year.

3. Effective October 1, 2010 each employee shall be moved to the next step of the pay plan in the next corresponding year.

**Section 16.3: Maximum of Step Plan.**

Any employee who reaches the maximum step shall remain at that step during the period of this Agreement. An employee at the maximum step shall only receive an increase in their rate of pay when the step changes as the Appendix is amended as stated above.

**Section 16.4: Personnel Rules and Regulations.**

Article 16 constitutes the entire wage article for the period of this Agreement. No other wage entitlements or other considerations provided to non-bargaining unit positions nor any other entitlements, etc. under the PRRs shall apply to members of this bargaining unit.

**ARTICLE 17: UNIFORMS AND EQUIPMENT**

**Section 17.1: Uniforms.**

Employees shall wear uniforms as determined by the Chief. When a uniform is required, no other clothing except underwear shall be worn without permission of the Chief. The City agrees to provide all employees with four (4) sets of uniforms. Issuance shall be no later than April 30, 2009.

**Section 17.2: Initial Issue.**

The Department shall determine and provide the clothing, shoes and other related items that make up the uniform.

**Section 17.3: Replacement.**

A. Employees shall be responsible to maintain in good serviceable condition the initial issue provided in Section 17.2 above or to obtain replacements from vendors or supply, if any, designated as acceptable to the City, at no cost to the employee.

B. The Chief shall notify employees if there are acceptable vendors from whom employees may obtain replacements.

**Section 17.4: Maintenance.**

Employee shall be responsible for repair and maintenance of the Uniform and all items issued to them for their use by the City, and shall come to work in clean, neat and undamaged cloths, including undamaged uniforms and other clothes.

**Section 17.5: Clothing Allowance.**

Employees assigned as Detectives on a regular basis shall receive a clothing allowance in the amount of \$600 per year at the time of transfer. Thereafter, subsequent

payments will be made in the first full pay period of December, during the term of this Agreement. All payments under this section shall be made by separate check.

**ARTICLE 18:       PROBATIONARY PERIOD**

**Section 18.1: Initial Probationary Period.**

The initial probationary period for new employees, accumulation of benefits, continuous service credit, participation in benefits, disciplinary actions and continued employment for bargaining unit employees shall be fourteen (14) months commencing from the initial date of hire.

**Section 18.2: Grievances.**

Unless specifically provided in this Agreement, employees who have not successfully completed their initial probationary period under Section 18.1 shall not have access to Article 6, or any other grievance procedure.

**Section 18.3: Transfers, New Employees and Waiving Probation.**

Employees transferred into the position of police officer from within or from outside the OPD shall be required to:

Meet all pre-employment standards of the OPD. All accrued time off may be carried over. Transferred employees who do not successfully complete the probationary period as described in Section 19.1 shall be subject to the lay-off provisions contained in the PRRs.

**ARTICLE 19:        CONTINUOUS EMPLOYMENT (Seniority)**

**Section 19.1: Definition.**

Continuous employment (seniority) shall be both on a City-wide (“CCE”) and as a member of the Ocoee Police Department (“PDCE”) and shall commence from the employee’s initial date of hire with the City and as a member of the Ocoee Police Department, respectively. It shall continue until broken as provided in Section 19.3 below. When two or more employees start work in the Ocoee Police Department on the same day, their PDCE shall be based on their position on the new hire eligibility list.

**Section 19.2: Benefits.**

The earning or accrual of benefits shall be based on the CCE as provided in the City PRR unless a particular benefit, benefit plan or this agreement specifically provides otherwise. Seniority (PDCE) shall be used for the purposes of paid time off leave and holiday preference, for shift bidding, and layoff and recall, as well as the deciding factor in any preference all other factors being equal.

**Section 19.3: Loss of Continuous Service.**

CCE and PDCE shall be lost upon the happening of one or more of the following events:

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

In addition, PDCE will also be lost if an employee is promoted or is transferred to a position outside the Ocoee Police Department, but if into another position within the Ocoee Police Department, the PDCE shall continue to accrue.

**Section 19.4: Paid Time Off Leave - Priority.**

When more than one (1) bargaining unit employee seeks to use paid time off for the same period and is in the same squad or section, the employee with the most seniority (PDCE) will be given preference. However, the parties have agreed to reduce this article (Section 19.4) to a Memorandum of Understanding.

**Section 19.5: Layoff and Recall.**

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

A. Layoff

In the event of a layoff for any reason, employees shall be laid off in the inverse order of their seniority (PDCE). All initial probationary employees must be laid off prior to laying off non-probationary employees.

B. Recall

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

2. Employees shall be called back starting with the most senior employee notified first and then in descending order of seniority thereafter. Employees who return

from layoff status shall receive the current rate of pay for the pay grade and step he held at the time of layoff.

**ARTICLE 20:        SAFETY, HEALTH AND PHYSICAL FITNESS**

**Section 20.1: Cooperation.**

The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards as well as maintaining the safety of the employees covered by this Agreement.

**Section 20.2: Unsafe Equipment.**

Whenever an employee covered by this Agreement feels that a vehicle or other equipment is unsafe and, therefore, unfit for service because it is a hazard to himself or to the public, or both, he shall immediately inform his Supervisor. If the Supervisor concurs, the unsafe vehicle or other equipment shall not be used until it has been inspected and determined safe. Should the Supervisor not concur, the employee will abide by the Supervisor's decision, however, the Supervisor shall document the alleged unsafe condition and Supervisor's comments in writing and forward it to the Chief of Police via the Chain of Command.

**Section 20.3: Take-Home Vehicle Policy.**

Employees shall not be required to use their own private vehicles in the performance of their regularly assigned duties.

The Department shall provide a take home vehicle for all officers in the bargaining unit hired before October 1, 2009, as fiscally able, who reside within a twenty five (25) mile radius from the City of Ocoee (JPA). Employees hired after October 2009 shall be provided a take home vehicle if the employee lives within a fifteen (15) mile radius from the City (JPA). Take home vehicles may not be used for personal

business/use, except for those employees who reside within the City limits of Ocoee. During this personal use no family members (or others) may be transported.

Employees residing more than five (5) miles outside the JPA will have \$20.00 per pay period automatically deducted from their pay, except for K-9 handlers who shall be exempt. These employees outside the JPA will be prohibited to transport family members or any other individuals for personal reasons in the take home vehicle.

**Section 20.4: Transport.**

Officers will not be required to transport persons detained in a vehicle not equipped with a cage, except in an emergency, and then the transporting officer will be assisted by another officer.

**Section 20.5: Portable Radio.**

No employee shall be permitted to work his tour of duty without having in his possession an operable portable radio; provided, however, that in Management's discretion, an employee not having an operable portable radio may be reassigned to other duties where a portable radio is not necessary.

**Section 20.6: Firearms Training.**

Semi-annual firearms training will be provided by the City.

**Section 20.7: Physical Exams.**

The City agrees that each employee shall receive an annual physical examination by a physician designated and paid for by the City, which includes the following tests:

- A. Urinalysis;
- B. Blood Pressure;

- C. Blood Chemical Profile (SMAC-24 Blood Test);
- D. Vision Test;
- E. Height and Weight Recorded;
- F. EKG at rest or Stress EKG (Upon recommendation of the City physician);
- G. Chest X-Ray;
- H. Tobacco Free Tests.

Scheduling of the physical examination will be on duty and at the discretion of the Department and results will be sent to the employee by the medical provider.

**Section 20.8: Fitness for Duty.**

Any medical or psychological exam that results in the employee being considered as unfit for duty, shall require the employee to use paid time off until a subsequent exam finds the employee fit for duty. Should the employee provide qualified medical information to return to duty before the City (Police Chief) believes the employee may return, and a final determination is made that the employee could have returned sooner, then the City shall return that portion of the paid time off used after the date the documentation was provided.

In order to develop a comprehensive disease management program in conjunction with the employee health center and the annual physicals the parties agree to the following:

1. All employees shall receive a health risk assessment as part of the annual physical;

2. All employees will be required to participate with the doctor, nurse and support staff from CareHere to address any health related risks, ie: hypertension, blood sugar, cholesterol, obesity, diabetes, etc.;

3. All employees will receive assistance from the programs offered through the health center including smoking cessation program (at no cost);

4. All employees that participate in a satisfactory manner with the Health Center's Disease Management Program (specific to each employee) shall receive the following incentives:

- A. \$20 per month reduction of the dependent health care premium;
- B. A cash equivalent for employees without dependent coverage;
- C. First co-payment to a specialist physician referred by the Health Center reimbursed to the employee;
- D. Sixteen (16) additional bonus hours of paid time off when reaching desired benchmarks set by the Health Center on an annual basis;

Any employee failing to participate in the above program in a satisfactory manner shall not receive the incentives. The parties agree the incentives in this Article will begin within the first year of the CBA.

**Section 20.9: Drug and Alcohol Policy.**

The City Drug and Alcohol policy contained in the PRR shall apply to bargaining unit employees.

**Section 20.10: Random Drug Tests.**

The City reserves the right to randomly drug test employees. Said drug test shall be conducted following computer based objective selection procedures as is done for the City's other employees. The costs of such tests shall be borne by the City.

**Section 20.11: Notice of Health Related Problems.**

When an employee has a health-related problem that affects his ability to perform the essential functions of his job, the employee shall so advise the Chief. Employees may undergo fitness for duty medical evaluations as directed by the Chief by a doctor selected by the City. The doctor shall provide, by way of second opinion, to the Chief only what limitations – in layman's terms, if any, the employees has and if the employee has reached MMI and if the limitations are permanent.

**Section 20.12: Tobacco Free Requirement.**

All employees hired immediately after October 10, 2005 must be free of tobacco use and must remain continually free of any tobacco use as a requirement for continued employment with the City of Ocoee Police Department.

**ARTICLE 21:        WORKING OUT OF CLASSIFICATION**

Bargaining unit employees who work out of classification shall be paid under the same policy as applicable to all other non-exempt employees of the City who work out of their classification, unless this Agreement specifically provides for other compensation as below:

Shift Differential for Midnight shift shall be \$1,600 per year.

Detective Incentive shall be \$2,800 for undercover and \$2,300 for other Detectives, per year.

K-9 Officers shall receive \$2,400 assignment pay, to include “dog days” and SRO, Traffic and Motor Officers shall receive a unit assignment pay of \$1,500 per year.

All shift differential, incentive and assignment pays shall be computed to an hourly rate of pay and calculated into the employees’ base salary.

FTO shall receive \$2.50 per hour when training.

Officers assigned to fill Sergeants position for a full shift shall receive an additional \$3.25 per hour per such shift.

Officers fluent in speaking Creole, Spanish, Portuguese and translating Sign Language shall receive an additional \$550 per year. Check shall be separate from normal payroll check.

**ARTICLE 22:        MISCELLANEOUS**

**Section 22.1: Locker and Shower Facilities.**

The City shall provide a locker for each full-time employee and a shower area, which shall be available for employees twenty-four (24) hours a day.

**Section 22.2: Inspection of Lockers.**

Lockers are City property and subject to inspection by the Chief or his designee at any time for any or no reason.

Normally locker inspection will be in the presence of the employee or another employee. However, if the Chief determines that circumstances warrant immediate inspection or opening of a bargaining unit employee's locker and there are no other employees available to act as witnesses, the Chief, in his discretion, may authorize that the locker be opened and/or inspected as needed. If the lock is broken off by the City, the City will replace it.

**Section 22.3: Retirement Entitlements.**

A.     A bargaining unit employee who retires under a disability retirement, regardless of years of service, or an employee who retires with a minimum of twenty (20) YOS and is eligible to immediately draw retirement compensation, shall be given at the time of final separation his side-arm weapon, his badge, and a retired Police Identification card.

B.     A bargaining unit member who retires with a minimum of ten (10) years of service and is eligible to draw retirement compensation shall be given, at the time of final separation, his badge and a retired police identification card. The retiree shall also have the option to purchase his side-arm.

C. An employee who retires from the City and will immediately draw his retirement compensation shall be sent his monthly retirement check within sixty (60) calendar days of selection of the employee's retirement option.

**Section 22.4: Pension - 185.**

All bargaining unit positions and employees in those positions, covered by this Agreement, shall be covered by the FS Chapter 185 Plan as established by the City of Ocoee provided they meet the eligibility requirements of same.

**Section 22.5: Pension Multiplier.**

The parties agree that the pension multiplier will be increased to 3.5% from the present 3.0% if the City contribution will not exceed 12% of payroll, on that time and date, then the effective date will be October 1, 2008. The parties also agree that the present \$200.00 stipend for retirees will not apply to any member that retires after October 1, 2008.

**ARTICLE 23:        EDUCATION**

The current City of Ocoee educational policy, as written in the current PRR, Section 13.14, Educational Incentive Program, shall remain in effect during the term of this Agreement. The Education Committee for this bargaining unit shall be comprised of the Police Chief, Human Resources Director, a Union Representative and the City Manager.

**ARTICLE 24: DURATION**

This contract shall remain in full force and effect through midnight September 30, 2011, and shall automatically renew itself for periods of one (1) year unless either party delivers to the other written notice of its intent to terminate or modify this contract not less than ninety (90) calendar days before September 30, 2011, or not less than ninety (90) calendar days prior to September 30 in any year of an automatic extension under this Article.

\_\_\_\_\_  
Florida Police Benevolent Assoc., Inc  
Date: \_\_\_\_\_

\_\_\_\_\_  
City Manager  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name  
Date: \_\_\_\_\_

\_\_\_\_\_  
Police Chief  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name  
Date: \_\_\_\_\_

\_\_\_\_\_  
Human Resources Director  
Date: \_\_\_\_\_

\_\_\_\_\_  
Name  
Date: \_\_\_\_\_

\_\_\_\_\_  
Mayor  
Date: \_\_\_\_\_

**RATIFICATION**

This collective bargaining agreement was ratified and approved by the parties on the dates set forth below:

Date Ratified: \_\_\_\_\_

Date Approved: \_\_\_\_\_

\_\_\_\_\_  
FPBA

\_\_\_\_\_  
City Clerk, City of Ocoee

By: \_\_\_\_\_

By: \_\_\_\_\_

Appendix A

Step Pay Plan

**Fiscal Year 2008-2009**

Starting	1	2	3	4	5	6	7
\$38,000	39,520	41,496	43,570	44,500	46,280	48,132	51,120
8	9	10					
54,180	56,245	59,620					

**Fiscal Year 2009-2010**

Starting	1	2	3	4	5	6	7
40,000	41,040	41,496	43,570	45,570	46,725	48,594	51,120
8	9	10					
54,180	56,890	60,815					

**FISCAL YEAR 2010-2011**

Starting	1	2	3	4	5	6	7
40,500	42,000	43,092	43,570	45,748	47,850	49,061	51,120
8	9	10					
54,300	57,370	62,031					

Appendix B

**PBA COLLECTIVE BARGAINING AGREEMENT  
GRIEVANCE FORM**

Employee's Name \_\_\_\_\_ Class Title \_\_\_\_\_  
Business Address \_\_\_\_\_ Department \_\_\_\_\_  
\_\_\_\_\_ Division \_\_\_\_\_  
Business Telephone \_\_\_\_\_ Unit \_\_\_\_\_  
Social Security Number \_\_\_\_\_ Bargaining Unit \_\_\_\_\_

**NATURE OF GRIEVANCE**  
(involving interpretation or application of specific provisions of Agreement)

DATE ACT OR CONDITION OCCURRED: \_\_\_\_\_

SECTION OF AGREEMENT: (which has allegedly been violated)

RELIEF REQUESTED:

IF REPRESENTATIVE DESIRED - Name of My Representative: \_\_\_\_\_  
Business Telephone: \_\_\_\_\_

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

SIGNED \_\_\_\_\_ Date Submitted \_\_\_\_\_

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

\*Circle appropriate step  
White OFFICIAL - Step 1 2 3\*  
Yellow Representative (if any)  
Pink Employee