

## RESOLUTION NO. 2014-23

A RESOLUTION OF THE CITY OF WEST MELBOURNE, BREVARD COUNTY, FLORIDA, APPROVING A COLLECTIVE BARGAINING AGREEMENT WITH THE COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION, AMENDING THE FISCAL YEAR 2014-2015 BUDGET; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, a collective bargaining agreement through December 31, 2016, has been reached between representatives of the City of West Melbourne and representatives of the Coastal Florida Police Benevolent Association; and

**WHEREAS**, the City Council desires to approve and ratify the collective bargaining agreement effective October 7, 2014; and

**WHEREAS**, the City Manager has recommended an amendment to the City's adopted 2014-2015 budget to provide an appropriation in the Police Department budget to properly account for the incremental cost of the collective bargaining agreement; and

**WHEREAS**, the City Council desires to approve the recommended budget amendment.

**NOW, THEREFORE**, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WEST MELBOURNE, BREVARD COUNTY, FLORIDA, that:

**Section 1.** The collective bargaining agreement through December 31, 2016, attached hereto and made a part hereof, is hereby approved and ratified as of this date, and the Mayor and City Manager are directed to sign the agreement on behalf of the City.

**Section 2.** An additional appropriation of \$66,100 is made in the 2014-2015 Police Department budget in the following accounts:

Sworn Wages	Increase of	\$35,100
Employer Share of Retirement	Increase of	\$15,500
Overtime	Increase of	\$ 6,400
Holiday Pay	Increase of	\$ 4,600
Employer Medicare & Social Security	Increase of	\$ 3,700
Workers Compensation	<u>Increase of</u>	<u>\$ 800</u>
Total Appropriation Adjustment	Increase of	<u>\$66,100</u>

**Section 3.** This Resolution shall take effect immediately upon passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WEST  
MELBOURNE, BREVARD COUNTY, FLORIDA, THIS 7<sup>th</sup> DAY OF OCTOBER, 2014.

  
\_\_\_\_\_  
HAL J. ROSE, MAYOR

ATTEST:

  
\_\_\_\_\_  
SUE FRANK, CITY CLERK

Approved as to form and content:

By:   
\_\_\_\_\_  
JAMES P. WILSON, CITY ATTORNEY



# **COLLECTIVE BARGAINING AGREEMENT**

**Between**

**CITY OF WEST MELBOURNE**

**And**

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

**Through December 31, 2016**

**Date of Ratification: October 7, 2014**

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## **PREAMBLE**

This AGREEMENT is entered into by the City of West Melbourne, Florida, hereinafter referred to as the “City” or “Employer” and Coastal Florida Police Benevolent Association, Inc., hereinafter referred to as the “Association” for the purpose of promoting harmonious relations between the Employer and the Association to establish an orderly and prompt procedure for the resolution of grievances; to insure continuation of normal activities and departmental operations; to settle differences which might arise; and to set forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work, and all other conditions of employment.

## **ARTICLE 1**

### **RECOGNITION**

1.1 The City hereby recognizes the Coastal Florida Police Benevolent Association, Inc. as the Collective Bargaining Agent for all its sworn law enforcement officers in the ranks of Police Officer and Sergeant in accordance with certification #1795.

1.2 The certified bargaining agent shall represent the bargaining unit in the determination of terms and conditions of the bargaining unit's employment.

## **ARTICLE 2**

### **NON-DISCRIMINATION**

2.1 The City and the Association agree not to interfere with the rights of police personnel to become members of the Association. There shall be no discrimination, interference, restraint, or coercion by the City or the Association against any employee because of Association membership or non-membership.

2.2 Complaints concerning discrimination based on race, color, age, sex, marital status, national origin, religion, disability, military status, sexual orientation or any other legally protected status shall be subject to the remedies available under applicable federal and state laws and shall not be subject to the Grievance Procedure contained in this Agreement.

2.3 The City and the Association agree that the use of masculine gender pronouns to indicate employees of the bargaining unit shall be interpreted to mean both male and female employees, that such usage is in the interest of readability and follows the proper rules of English, and further that such usage is not intended, nor shall it be interpreted, to be sexual discrimination.

## **ARTICLE 3**

### **PROHIBITION OF STRIKES**

3.1 The Association agrees not to promote, instigate, or support any strike, walk-out, work stoppage, slow-down or similar job action, nor violate the Strike Provision of the Florida Constitution and Florida Statute 447. The City has the right to discharge anyone who violates this provision or the Act.

## ARTICLE 4

### MANAGEMENT RIGHTS

4.1 The Association recognizes the exclusive prerogative of the City to operate, control, direct and manage the Police Department in all respects in accordance with its responsibilities, powers and authority, except as specifically abridged or modified by this Agreement.

4.2 Management officials of the City retain the rights, except where limited or prohibited by applicable laws, regulations, or this Agreement, which include, but are not limited to the following:

- a. To manage and direct the employees of the City.
- b. To hire, promote, transfer, assign, and retain employees in positions with the City.
- c. To reprimand, suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- d. To relieve employees from duties because of lack of work, or funds, or other legitimate reasons.
- e. To maintain the efficiency of the operations of the City.
- f. To determine the methods, means, and personnel by which such operations are to be conducted.
- g. To establish and change work schedules (as outlined in Article 17 of this Agreement) and assignments, and to determine the number of days constituting an employee's work period.
- h. To assign and distribute available overtime work and to change work schedules in order to minimize overtime.
- i. To make and enforce standards of quality and quantity of work to be performed.
- j. To make and change personnel rules and departmental policies, to determine matters covered by personnel rules and departmental policies, and to determine disciplinary action for failure to obey personnel rules and departmental policies.
- k. To establish and change job descriptions and content.
- l. To make and enforce safety rules.
- m. To determine the organization of City government.
- n. To determine the number of employees to be employed by the City.

- o. To determine the number, types, and grades of positions or employees assigned to an organizational unit, department, or project.
- p. To determine full and part-time employment of employees and to change employees from part-time to full-time.
- q. To determine to lay off employees and to lay off employees.
- r. To administer internal security practices.
- s. To introduce new or improved methods or facilities.
- t. To change existing methods or facilities.
- u. To contract or subcontract for goods and services.
- v. To maintain such other rights, normally consistent with management duties and responsibility for operating the City.
- w. To classify and reclassify positions and employees.
- x. To regulate, control, change, or eliminate work procedures or equipment utilized for performing work.

4.3 The exercise of the above rights does not preclude employees or their representatives from conferring about the practical consequences that decisions on these matters may have on terms and conditions of employment.

## **ARTICLE 5**

### **DUES DEDUCTIONS**

5.1 Any member of the Association who has submitted a properly executed written dues authorization form to the City may have his membership dues in the Association deducted from his wages. Dues shall be deducted each pay period and shall, thereafter, be transmitted to the Association accompanied by a list of those employees' names whose dues are included and the payroll period for which the dues are being submitted to the Coastal Florida Police Benevolent Association, Inc. 810 Fentress Court #150, Daytona Beach, Florida 32117.

It shall be the responsibility of the Association to notify the City Manager, or his designee, of any change in the amount of dues to be deducted at least (30) days in advance of said change. Under no circumstances shall the City be required to deduct Association fines, penalties, or special assessments from the wages of any member. An employee may, upon 30 days written notice to the City and the Association, have the City cease deducting dues from his wages.



5.2 The Association will indemnify, defend, and hold the City harmless against any claim made and against any suit instituted against the City on account of any deduction of Association dues.

5.3 The City remittance will be deemed correct if the Association does not give notice to the City within 30 days of an incorrect remittance being received. Such notice shall include the Association's reasons for deeming the remittance incorrect.

5.4 If there is an amount deducted in excess of what is authorized by this Agreement, the employee affected shall seek recourse through the Association and not through the City.

## **ARTICLE 6**

### **INTERNAL INVESTIGATIONS**

6.1 No bargaining unit member shall be disciplined except for just cause and in no event until he shall have been furnished with a written statement of the charges.

6.2 Any bargaining unit member has the right to request the presence of an Association representative at any investigatory interview of such bargaining unit member that the member reasonably believes will result in disciplinary action.

6.3 The "Law Enforcement Officer's Bill of Rights" as set forth in Florida Statutes §§112.532-112.534, as amended from time to time, is incorporated herein and made a part of this contract.

6.4 A copy of any disciplinary action will be given to the bargaining unit member being disciplined. A copy will be placed in the unit member's City Personnel file. A unit member has the right to prepare a written response pursuant to Florida Statute §112.533(3). The response will be placed in the member's City Personnel file.

6.5 Bargaining unit members are entitled to inspect and copy their personnel file. The City will supply these documents as soon as reasonably possible.

## **ARTICLE 7**

### **COMPLAINT AND GRIEVANCE PROCEDURES**

#### **7.1** Complaint Procedure

The City provides a method for non-probationary employees to bring to the attention of management a complaint or dissatisfaction that the employee believes needs attention or adjustment. The Complaint Procedure does not apply to matters involving disciplinary actions, performance evaluation ratings, or to solve a personal problem with co-workers or policies. To file a complaint, employees must follow the Complaint Procedure as listed in Section 11 of the City's Personnel Policies.

#### **7.2** Definition of Grievance

A grievance is a formal process to resolve claimed violations of this collective bargaining agreement.

#### **7.3** Steps of the Grievance Process

Non-probationary bargaining unit members may file a grievance in accordance with the following procedures:

##### **Step I**

An aggrieved employee shall, within seven (7) calendar days of the incident, present his grievance in writing on the Employee Grievance Form to his immediate supervisor. Efforts to achieve a prompt, satisfactory resolution will be made. The supervisor shall meet with the employee within seven (7) calendar days of being notified, when practical. If the grievance is settled in this meeting, the supervisor will document a brief description of the resolution on the form and forward a copy to the Chief of Police and Personnel Director. If the grievance is not resolved during the meeting, the supervisor will notify the employee, Chief of Police and Personnel Director in writing of his decision within five (5) calendar days after the discussion with the employee.

##### **Step II**

If the aggrieved employee feels that the matter has not been resolved to his satisfaction by the immediate supervisor, the employee shall submit the matter in writing on the Employee Grievance Form to the Chief of Police within seven (7) calendar days. The Chief of Police will schedule a meeting with the employee within seven (7) calendar days after receipt of the formal grievance. The Chief of Police will annotate on the Employee Grievance Form and note whether resolution of the grievance was achieved or not. If the matter remains unresolved, the Chief of Police shall also notify the employee and the Personnel Director in writing of his decision within five (5) calendar days after the discussion with the employee.

### Step III

Should the aggrieved employee wish to pursue the grievance further, he shall, within seven (7) calendar days of receipt of the Chief of Police's written decision, notify the Personnel Director, in writing on the Employee Grievance Form, of the desire to proceed. Such requests shall be accompanied by all facts, information and other documents relating to the grievance and the written answers. The Personnel Director shall assemble documents in order to provide the information packet to the City Manager. A hearing before the City Manager shall be scheduled within seven (7) calendar days by the Personnel Director. Employees, their representatives and witnesses, and the Chief of Police shall have the right to appear before the City Manager for the purpose of presenting relative facts and information. Within seven (7) calendar days following the hearing, the City Manager shall issue a written decision to all parties concerned and any action or relief that is ordered. The decision of the City Manager shall be final. The parties may extend the time frames outlined in this Step if both sides mutually agree in writing.

#### 8.4 General Provisions

- A. The time limits established in Section 8.3 may be extended, at the request of either party, under reasonable circumstances such as illness, business trips, or emergency.
- B. Under this grievance procedure, the employee and management have the option to call witnesses at any point.
- C. Bargaining unit members may have a representative from the bargaining unit present at all steps in the grievance process.
- D. An employee who fails to meet the time limits as set forth in Section 8.3 or fails to be present for any scheduled meeting without valid reason constitutes a withdrawal of grievance. Failure of the City to answer within the time limit set forth will advance the grievance to the next step.
- E. Any grievance shall be conclusively settled and closed at the completion of any step unless it is appealed within the time limits set forth herein.

## **ARTICLE 8**

### **CONTRACT DISPUTES**

8.1 The City may utilize the following procedure upon any contract dispute with the Association or with any member represented by the Association and covered by this agreement.

- a. The dispute will be submitted in writing to the Association President.

- b. If no satisfactory adjustment is obtained within 8 calendar days, then the City shall have the right to submit the contract dispute to an impartial neutral, agreed upon by both the Association and the City. If, within 8 calendar days, the City and the Association cannot agree upon the selection of a neutral party to resolve the dispute, then such neutral party shall be selected in accordance with the rules and provisions of the Federal Mediation & Conciliation Service.
- c. The decision of the impartial neutral shall be binding upon both parties.
- d. The neutral shall have no power to alter, amend, add to, or detract from the language of the Agreement.

## **ARTICLE 9**

### **EMPLOYEE SECURITY**

9.1 Unfounded complaints will be indicated as such in a bargaining unit member's personnel file.

9.2 If a Police Officer is suspended during a criminal investigation, he may, at the sole discretion of the City Manager, continue to be paid at his normal rate until reinstatement, resignation, conviction, or termination.

9.3 All personnel records of employees shall be maintained in accordance with applicable laws. Information exempt from public disclosure pursuant to Chapter 119, Florida Statutes or other applicable laws shall only be released to the public in accordance with such laws.

9.4 Upon reasonable request, any unit member shall have the right to inspect his personnel records during the hours of operation of the Personnel Office.

## **ARTICLE 10**

### **SENIORITY**

10.1 Seniority shall consist of continuous accumulated paid service from the date of appointment to a position or assignment covered by this Agreement. Seniority shall accumulate during absences because of illness, injury, vacation, military leave, or other authorized paid leave.

10.2 Accumulation: Seniority shall accumulate during authorized unpaid leave of absences of less than 30 calendar days. Every day off for authorized absences in excess of 30 calendar days shall be deducted from the bargaining unit member's total seniority record on a day-for-day basis.

10.3 Loss of Seniority: Unit members shall lose their seniority as a result of the following:

- a. Voluntary termination.
- b. Dismissal for cause.
- c. Layoff exceeding one year.
- d. Absence without authorized leave for 3 consecutive working days without notifying the Chief of Police or his designee.
- e. Failure to return from Military Leave within the time limits prescribed by law.

Unit members injured on the job shall continue to accumulate City-wide department and classification seniority during the duration of such injury, except when a finding of maximum medical improvement has been determined to preclude return to a position within the bargaining unit.

## **ARTICLE 11**

### **PROBATIONARY PERIOD**

11.1 All new bargaining unit members, shall be considered on probation for a period of not less than twelve (12) months from date of hire. Promoted unit members shall be considered on probation for a period of not less than six (6) months.

11.2 The City, for good reason, may extend the probationary period of a unit member for a period not to exceed a total probationary period of 18 months for newly hired and twelve (12) months for newly promoted unit members. Notice of such extension shall be furnished in writing to the unit member prior to the completion of the probationary period.

11.3 Any approved leave of absence in excess of 10 days shall cause the bargaining unit member's probationary period to be extended by the amount equal to the leave taken. In the event a unit member returns to light duty, the probationary period will be extended until the unit member returns to full duty. Upon the unit member's return, the probation will resume and continue until fully completed.

11.4 Newly hired unit members, on probationary status, shall not have recourse with a grievance procedure in any matter of discipline, termination for cause, and layoff due to reduction in force.

## **ARTICLE 12**

### **LAYOFF PROCEDURE**

**12.1** Layoff: When the City finds that it is in the public's interest, it may lay off such unit members in the bargaining unit as it finds necessary as limited below.

**12.2** Temporary and Probationary Employees: Temporary and probationary unit members shall be laid off prior to non-probationary employees in the same classification.

**12.3** Procedure: Reduction in force by layoff shall be in order of seniority with the unit member with the least seniority being laid off first. Layoff shall include the right of senior members of the bargaining unit in higher ranked positions to "bump" or roll back members of the bargaining unit in lower classifications who possess less seniority. Recall shall be in reverse order of layoff. Members will be offered the opportunity to return to a higher rank after a roll back and will not be subject to additional testing. This return to a previous rank shall be in the order in which the members vacate the rank (first out is first to return). There is no option to "pass" on a return to rank until a later period. If a member rejects a return to rank, the member will have to compete for a future promotional vacancy. Notice of recall shall be sent by hand delivery, certified mail, or other appropriate manner to the laid off unit member at his last known address. If the unit member fails to respond within five (5) calendar days from the date of receiving the notice of recall confirming his intent to return within another five (5) calendar days, he shall not be entitled to recall or further recall rights. A unit member will be kept on the callback list for one (1) year. After this period, the unit member shall have no right to recall. No new bargaining unit members shall be hired until all members of the bargaining unit on layoff have been returned or given the opportunity to return to work.

## **ARTICLE 13**

### **EMPLOYEE REPRESENTATION AND UNION ACTIVITIES**

**13.1** Representation: From employees in the bargaining unit, the Association shall select Association Representative(s), as many as deemed necessary by the Executive Board of the Association, but a sufficient number to assure availability for investigation, discipline and grievance meetings where representation may be requested by a unit member with a reasonable amount of notice. A list of Association Representatives authorized to represent the Association and its members shall be furnished to the City and the Association shall notify the City of any change to the list. The City will not recognize any Association Representative whose name does not appear on the appropriate list. Where a unit member requests Association representation, the representative shall be a person so selected and designated by the Association and have the authority to resolve the grievance. By mutual agreement on a case-by-case basis, representatives may be permitted to flex their work day hours when the representatives have conducted Association business with the City during their off duty hours.

### 13.2 Labor Management Committee

There shall be a Labor Management Committee established to consist of the Chief of Police or his designee, two members appointed by the Chief of Police, and any three Association representatives from the West Melbourne Police Department and the Association staff. The Association President shall select the Association representatives and the Chief shall be notified of said Association representatives who will be attending the meeting at least five (5) days in advance of said meeting. The purpose of this committee shall be to meet and confer concerning problems of a general nature which may from time to time arise in the Police Department, to promote the harmonious operation of the department and make recommendations to the Chief of Police concerning resolution of any such problems. The committee will meet at a mutually acceptable time, place, and date set by the Chief. Recommendations of the committee will be advisory in nature only.

### 13.3 Bulletin Boards

(A) The City agrees to furnish wall space not to exceed 24 x 36 inches for Association bulletin boards of an equal size at each job site where bargaining unit members report to work.

(B) The use of Association bulletin board space is limited to the following notices:

- (1) Recreation and social affairs of the Association,
- (2) Association meetings,
- (3) Association elections,
- (4) Reports of Association committees,
- (5) Association benefit programs,
- (6) Current Association contract,
- (7) Training and educational opportunities, and
- (8) Other materials pertaining to the welfare of Association members.

(C) Notices posted on these bulletin boards shall not contain anything reflecting adversely on the City, or any of its officers or employees; nor shall any posted material violate or have the effect of violating any law, rule, or regulation.

(D) Notices posted must be dated and bear the signature of the Association's authorized representative.

13.4 The City will furnish the Association Agent copies of all Police Department rules, regulations, and associated documents (if applicable). The City will allow Association mail to be distributed at roll call and/or electronic mail systems with prior authorization from the Police Chief.

13.5 Employee Lists. Upon request of the President of the Association or his designee, the City, no more than on a quarterly basis, will provide the Association with a list giving the name, job title, and base hourly rate of pay for each employee in the bargaining unit.

13.6 Negotiations. The Association agrees that all collective bargaining is to be conducted with the City's representatives designated for that purpose. While negotiating meetings shall normally be held at City Hall, the City and the Association may mutually agree to meet elsewhere at a City facility or other location that involves no rental cost.

## **ARTICLE 14**

### **LEGAL PROTECTION**

14.1 A bargaining unit member who is named as a co-defendant with the City in a lawsuit arising out of the performance of his duty as a Police Officer and within the scope of his employment with the City, for which there is no coverage for such unit member under any policy of insurance for which the City is paying a premium, shall be provided with a free defense by an attorney of the City's choice to defend such a lawsuit, provided any such unit member shall agree to the following conditions in writing:

- a. That the unit member understands that he will pay any judgment whatsoever rendered against him individually, for either compensatory or punitive damages, in any final judgment in which he was found to have caused the harm intentionally.
- b. That the City will pay any court costs attributable solely to such unit member's interest in such lawsuit.

Nothing herein shall serve to prevent the unit member's rights to recovery as provided for in Florida Statute 111.071.

14.2 Each designated Union representative will usually be expected to perform his duties as a representative of the Association on his own time. However, it is recognized that from time to time it will be necessary for Association activities to be carried out during working hours of the representative for the processing of written grievances and the representation of Association members relative to grievances.

The Chief of Police may authorize representatives to conduct Association business in other matters of importance on a case-by-case basis so long as the matter involves matters of mutual benefit.



## ARTICLE 15

### ACTING IN GRADE

15.1 Any bargaining unit member who is appointed in by the Chief of Police to act in a higher grade for a period in excess of three (3) consecutive work weeks in a calendar year shall receive pay for all time worked while acting in that grade, at the minimum of the range or 5% of his base pay, whichever is higher.

## ARTICLE 16

### UNIFORMS AND EQUIPMENT

16.1 All uniforms, protective clothing, or protective devices, which are required of members in the performance of their duties, shall be furnished without cost to the unit members by the City with the exception of underwear, under clothes, and footwear. Members will be supplied a departmental handgun and appropriate support equipment.

16.2 Any uniform or related equipment damaged or destroyed while a member is acting in the performance of his official duties shall be repaired or replaced by the City at no cost to the member. However, the damage or destruction must not be the result of the member's own negligence or loss.

16.3 An officer, while engaged in the performance of his assigned duty, who shall have damaged or broken his prescription eyeglasses, dentures, or partial dental plates, required sidearm, or wrist watch shall have same repaired or replaced, whichever is the lesser cost of the two, by the City. Maximum cost of repair or replacement of a wristwatch shall not exceed \$100.00. However, such damage shall not be the result of normal wear and tear, negligence, loss or misuse on the part of the unit member, or the failure of the officer to utilize the proper protective equipment or procedures, where provided by the City.

16.4 Claims for damages mentioned in this Article must be reported in writing or e-mail to the City, through the chain of command, within seventy-two (72) hours and be supported with reasonable documentation within 15 calendar days.

16.5 All members will receive a \$75 shoe allowance in October of each year. Payment will be in the form of an employee expense reimbursement accompanied by a paid receipt dated from October 1 through October 31 in an amount not to exceed the \$75 maximum annual allowance. Effective October 1, 2015, this annual allowance is increased to \$100.

16.6 All Sergeants, Field Training Officers, and Detectives will be assigned a department issued cell phone. Cell phones may be issued to additional members dependent on departmental need as determined by the Chief of Police.

16.7 Effective January 1, 2015, all members assigned to investigations shall receive an annual clothing allowance of \$500 incorporated into their hourly rate of pay.

## **ARTICLE 17**

### **HOURS OF WORK AND OVERTIME**

17.1 All bargaining unit members shall be assigned to shifts based upon the needs of the Police Department, subject only to the following limitations:

- A. Work schedules/shifts: All employees will have a designated eighty-four hour biweekly work schedule with an established starting time and quitting time for each shift. Work schedules/shifts shall be posted on the bulletin board. Work schedules/shifts may be changed without advance notice in the case of an emergency, subject to overtime provisions and any other applicable provision herein. Work schedules/shifts may be changed with (21) twenty-one days advance notice in cases where an emergency does not exist. Nothing in this section shall preclude an employee from agreeing to a non-emergency schedule/shift change with less than (21) twenty-one days advance notice.
- B. Hours: The hours of work each day shall be consecutive except for interruption for meal periods. Splitting of shifts shall not be permitted under this section.
- C. Officers may work a flexible schedule on a case-by-case basis with approval by the Chief of Police. The flexible schedule may include varied hours of the day and days of the week.
- D. With supervisory approval and in lieu of overtime, officers may elect to flex out additional worked hours from their scheduled work hours hour for hour within the same pay period.

17.2 All authorized and approved time for work performed in excess of an employee's scheduled work period shall be paid at the rate of time and one-half (1½) of the employee's regular rate of pay as required by the Fair Labor Standards Act. Section 7(k) of the Fair Labor Standards Act shall apply to employees working a 14-day work period.

17.3 In lieu of payment for overtime worked, the employee may elect to accrue compensatory time at the rate of 1-1/2 hours for each hour worked, except for assignments where the City invoices third parties for the overtime. Compensatory time shall accrue as follows:

ALL BARGAINING UNIT MEMBERS – 160 hours maximum accrual. In order for the foregoing mode of payment to be applicable, the affected employee or employees must have agreed to receive compensatory time off in lieu of cash before their performance of the overtime work. Employees terminating employment shall be paid for accrued compensatory time.

17.4 No employee may approve the payment of overtime for himself. All overtime will be approved by procedures established by the Chief of Police.

17.5 Premium payment shall not be duplicated for the same hours worked under any of the terms of this Agreement.

17.6 The City will not alter the schedule of an individual for the purpose of circumventing the payment of overtime, with the understanding that nothing herein shall preclude the City from adjusting staff as required for holidays, training or education. When education or training is ordered by the Chief of Police, or required to maintain an assignment, an individual's schedule may be adjusted.

17.7 An employee may exchange shifts with employees of equal rank and job description upon getting the necessary approval of the Chief or his designee insofar as the exchange of shifts occurs in the same pay period.

17.8 Any necessary travel time in the course of a member's employment outside of the member's regularly scheduled hours shall be considered as time worked, provided such travel is approved in advance by the Chief of Police or his designee.

## **ARTICLE 18**

### **CALL BACK**

18.1 In the event that a unit member is called into work outside his regular shift, he shall receive a minimum of 2 hours pay at the applicable rate of pay.

18.2 A telephone call lasting no longer than fifteen (15) minutes in duration shall not constitute time worked and will not be compensated. Multiple phone calls totaling more than (15) minutes or greater between scheduled work shifts shall not constitute a call back, but instead shall be compensated at the applicable rate of pay.

## **ARTICLE 19**

### **COURT ATTENDANCE**

19.1 Any bargaining unit member in an off-duty status whose appearance is required in any court by subpoena, due to a work related incident, shall receive a minimum of 2 hours pay if traveling to court in Brevard County. If the unit member uses his own transportation, he may retain the applicable travel pay paid by the court in which the unit member is subpoenaed.

If transportation is provided by the City, the unit member will turn over the applicable travel pay received to the City. All witness fees will be turned in to the City. Time spent in preparation will be furnished while on duty.

## **ARTICLE 20**

### **HOLIDAYS**

**20.1** Bargaining Unit Members shall receive the following paid holidays:

- |  |   |
|--|---|
| 1. New Year's Day                              | 6. Labor Day  |
| 2. Martin Luther King, Jr. Birthday Observance | 7. Thanksgiving Day   |
| 3. President's Day                             | 8. Day after Thanksgiving   |
| 4. Memorial Day                                | 9. Day before Christmas (December 24 <sup>th</sup> )  |
| 5. Independence Day                            | 10. Christmas Day   |
|  | 11. A personal day of the employee's choosing once each calendar year after an employee has completed one full year of service, and forfeited if not taken by December 31 |

**20.2** Bargaining Unit members regularly working twelve hour shifts shall be credited with twelve hours of holiday pay for holidays, members regularly working ten hour shifts shall be credited with ten hours of holiday pay for holidays, and members regularly working eight hour shifts shall be credited with eight hours of holiday pay for holidays.

**20.3** Whenever an observed holiday shall occur on unit member's scheduled day off, the City may allow the unit member to take a day off at another time, or compensate him at the straight time rate in order to equalize the observed legal holidays.

**20.4** If the unit member elects and is authorized to be compensated by a day off for the holiday worked, that time will be taken during the fiscal year in which the said holiday occurs.

**20.5** All unit members in the Bargaining Unit shall receive credit for any holiday unless:

- a. He has an unexcused or unpaid absence on the last regular work day preceding such holiday, or on the next regular work day following such holiday.
- b. He is on a leave of absence without pay or layoff on the day on which such holiday occurs.
- c. He fails to report for work, without justifiable reason for such absence, after having been scheduled to work on such holiday.

**20.6** When any unit member is required to work on a day observed as a holiday and these hours fall within his regular rotating work schedule, he shall be paid for working at his regular rate of pay in addition to being paid his holiday pay, or the unit member may choose

compensatory time in lieu of pay for the time worked, but only up to the 160 hour limit of accumulated compensatory time.

20.7 Effective January 1, 2015, when any unit member is required to work on New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, or Christmas Day, the member shall be paid holiday pay at time and a half.

## ARTICLE 21

### SICK LEAVE

21.1 Sick leave shall be awarded to Bargaining Unit Members at the rate of (1) hour per 21.6 hours worked, not to include compensatory time or overtime.

21.2 Sick leave is the number of days which may be used by a unit member without deduction from his regular compensation:

- a. When incapacitated for the performance of his duties by sickness or injury.
- b. For medical, dental, optical treatment, or examination.
- c. When, through exposure to contagious disease, the presence of the person at his post of duty would jeopardize the health of others.
- d. Treatment or consultation for mental illness.
- f. Immediate family member illness. Immediate family is defined for purposes of this article as a unit member's father, mother, spouse, children, and step children.

The Chief of Police may require evidence of incapacity for any period of sick leave.

21.3 The unit member must notify the Office of the Chief of Police, or his designee, as early as possible, and at least 60 minutes before starting time each day he is unable to report for work because of illness, unless the requirement is waived by the City. Upon request, the unit member will furnish adequate explanation of his illness to his supervisor to determine that such sick leave should be allowed. Absences under the sick leave conditions will be subject to investigation by the appropriate supervisor. A unit member will be counseled if it appears that, he is using an excessive amount of sick leave, as determined by the City. The City has the right to require any unit member to undergo a medical examination by an assigned medical doctor, at any time, to ascertain whether or not a unit member is physically and mentally capable of performing the essential functions required for his classification; provided the City has competent and documented reason(s) to require a Fitness for Duty examination. This examination will be conducted on City time and at City expense. The medical doctor performing the examination will reduce his findings to laymen's terms as to what physical and mental limitations the unit member has, whether the limitations are temporary or permanent, and whether the unit member

has reached maximum medical improvement. It is the City's responsibility to interpret the medical findings to determine "fitness for duty".

21.4 Sick leave shall be charged in increments of not less than 1/2 hour.

21.5 Should a unit member be absent due to illness, and willfully fail to comply with the rules and regulations covering sick leave, such unit member shall be charged with unauthorized absence.

21.6 Sick leave will be charged only against a unit member's regular work day and shall not be charged for absences on pre-arranged overtime work, unscheduled call-in overtime work days, or holidays, except as otherwise provided herein.

21.7 A unit member who is injured on the job will continue to be paid in full and no time lost as a result of an on the job injury shall be charged against existing sick leave for the first seven (7) calendar days.

21.8 All light duty assignments are at the sole discretion of the City Manager or his designee.

21.9 After exhausting any available FMLA leave, unit members shall have the option to use any available sick leave while they are receiving supplemental pay through worker's compensation. However, the total combined pay from sick leave and worker's compensation shall not exceed 100% of the unit member's regular salary.

21.10 Bereavement Leave - In the event of a death in the immediate family of any unit member, the unit member shall be granted 3 working days (a working day is equivalent to the current schedule of the affected unit member) off with pay. Two (2) additional working days with pay shall be granted to a unit member who has to travel outside of the State of Florida to attend a funeral. The immediate family is defined as spouse and children of the member, mother, father, brother or sister, half-brother or sister, step-brother or sister, step-parent, grandchild and grandparents of the member and those of the member's spouse, mother and father-in-law, brother and sister-in-law, son and daughter-in-law and legal guardian.

## ARTICLE 22

### VACATION

22.1 Accrual of vacation leave shall be credited at the end of each pay period and limited to the following schedule for members in the Bargaining Unit on a 2,080 hour annual work schedule:

Years of Service	Annually Accrued Vacation Leave
Initial hire through end of year 4	80 hours
Start of year 5 through end of year 9	96 hours
Start of year 10 through end of year 14	120 hours
Start of year 15 through end of year 19	144 hours
Start of year 20	168 hours

22.2 Accrual of vacation leave shall be credited at the end of each pay period and limited to the following schedule for members in the Bargaining Unit on a 2,184 hour annual work schedule:

Years of Service	Annually Accrued Vacation Leave
Initial through end of year 4	84 hours
Start of year 5 through end of year 9	100.9 hours
Start of year 10 through end of year 14	126 hours
Start of year 15 through end of year 19	151.1 hours
Start of year 20	176.5 hours

22.3 Vacation shall accrue during the first year of employment, but may not be taken prior to completion of Phase 2 Field Training Evaluation Program. The rate of accrual shall change to the higher rate on the first day of the pay period following the pay period in which the employment anniversary occurs. Unused vacation leave in existence at the end of each fiscal year not exceeding 240 hours shall be carried forward to the credit of the unit member. Vacation leave in excess of 240 hours at fiscal year end must be used and/or cashed out by December 31 of that year or forfeited.

22.4 Vacation leave may be taken when requested by the unit member in writing and when approved by the Police Chief or his designee in writing. The City shall schedule vacations, with due regard to the unit member's request, extenuating circumstances to be considered, consistent with the requirements of the City's operation.

22.5 Absence on account of sickness, injury, or disability in excess of that accumulated for such purposes may, at the request of the unit member and within the discretion of the City, be charged against that unit member's accrued annual leave allowance.

22.6 Upon termination, which includes retirement or resignation from the service of the City, the unit member shall take and/or may be paid lump sum payment for any unused accrued vacation leave up to 240 hours maximum accumulation.

22.7 One time per calendar year each November unit members may cash out up to 40 hours of vacation or compensatory time at the unit members' then current rate of pay.

## **ARTICLE 23**

### **LEAVE OF ABSENCE**

23.1 Leaves of absence without pay for a period not to exceed 30 days may be granted for a reasonable purpose to any unit member by the City. Such leaves may be renewed or extended. Any unit member who is a member of the National Guard or the Military Reserve Force of the United States, and who is ordered by the appropriate authorities to attend the prescribed training program or to perform other duties, shall be granted a leave of absence with pay as required by Florida Statutes, Chapter 115.07. Any unit member who is on a duly authorized non-paid leave of absence shall retain all accrued benefits, including seniority and longevity, but will not accrue any further benefits while on such leave unless otherwise provided for by State or federal laws.

## **ARTICLE 24**

### **INSURANCE**

24.1 In the event of a unit member's death, payment shall be made to the beneficiary named by the unit member in his City group life insurance policy for any and all accrued wages, overtime, vacation leave, and other terminal leave benefits to which such member would have been entitled to receive, under the applicable provisions of law.

24.2 Members of the bargaining unit, covered retirees, and eligible dependents shall participate in the City's group health insurance plan on the same basis as general employees and retirees as may be authorized from time to time by the City Council including, but not limited to contribution rates, deductibles, and co-payments.

24.3 Effective August 1, 2013, the City's maximum contribution for group health insurance for any bargaining unit member and their eligible dependents shall be \$1,250.00 per bargaining unit employee per month; provided that the City Council enacts this same maximum City contribution for general employees effective the same date.

24.4 Effective August 1, 2014, the City's maximum contribution for group health insurance coverage set forth above shall be increased by the percentage change in the CPI All Urban Consumers, South Region, All Items, 1982-1984 = 100 from May 2013 to May 2014.



24.5 The City agrees to contribute 100% of the cost of an employee's base \$50,000 group life insurance policy for each member of the bargaining unit. (This will be in addition to, but exclusive of, existing State requirements relating to police personnel insurance coverage.)

24.6 The City agrees to make available to all membership of the bargaining unit additional "cafeteria" type plans that may include, but are not limited to: dental, AFLAC, short term disability, long term disability, optional life, vision services, legal services, flex spending account, etc.

## ARTICLE 25

### PAY RANGES AND WAGES

25.1 Effective January 1, 2015, annual salary ranges shall be as follows:

<u>Classification</u>	<u>Bottom Range</u>	<u>Mid Point</u>	<u>Top Range</u>
Police Officer	\$36,000	\$46,000	\$56,000
Sergeant	\$50,000	\$57,500	\$65,000

Police Officers hired during calendar year 2014 whose base wages are at the previous annual minimum of \$35,560 shall be paid the new annual minimum of \$36,000 effective January 1, 2015.

25.2 Effective January 1, 2015, bargaining unit members employed at least one year shall receive a wage increase on base wages only of \$1,500, except for bargaining unit members where this increase would place them above the top range for their classification, these members shall instead receive an increase to take them to the top of the range, or a one percent longevity pay increase. Effective January 1, 2016, bargaining unit members employed at least one year and having earned an overall evaluation score of "70" or higher during calendar year 2015 shall receive a wage increase on base wages only of \$1,500, except for bargaining unit members where this increase would place them above the top range for their classification, these members shall instead receive an increase to take them to the top of the range, or a one percent longevity pay increase.

25.3 During the term of this Agreement, Police Officers who are promoted to Sergeant will be placed at the bottom range for the Sergeant classification, or shall receive a salary increase of 5%, whichever is greater.

25.4 For specialized positions with increased duties and responsibilities, assignment pay will be added to the bargaining member's base salary while acting in their assignment:

- |    |   |                   |
|----|---|-------------------|
| a. | Detective/Detective Sergeant:                   | \$2,000 per annum |
| b. | Accreditation Manager:                          | \$2,000 per annum |
| c. | School Resource Officer/Field Training Officer: | \$1,500 per annum |

25.5 Effective January 1, 2015, members assigned to night shift shall receive 25 cents an hour shift differential pay.

## **ARTICLE 26**

### **PROMOTION**

26.1 The employer will promote unit members from an eligibility list established for the particular vacancy or vacancies of a position. Position shall mean a vacancy or vacancies in the rank of Sergeant. One eligibility list for Sergeant shall suffice for all vacancies in that position. Listing of all promotional opportunities shall be posted on all bulletin boards not less than 5 days prior to the deadline established for submittal of application. The parties agree that the promotional process will comply with Veterans Preference laws (Chapter 295 Florida Statutes and Chapter 55A-7 Florida Administrative Code) as amended from time to time.

26.2 The Chief of Police shall have the authority to appoint to any position of Lieutenant or above without any testing or review board process.

26.3 Promotions to the rank of Sergeant shall be in accordance with Police Department Policy/Procedure 300.10 Promotion as approved by the Chief of Police and effective March 1, 2013.

26.4 Promotions to the rank of Sergeant shall be at the discretion of the employer, whose decisions shall be final and not subject to appeal by candidates not selected for promotion.

26.5 Any proposed modifications to the Police Department Policy/Procedure on Promotions as it impacts promotions to the rank of Sergeant shall be provided to the Association at least twenty-one days in advance of the effective date of the proposed modifications such that the association may provide its input to the Chief of Police prior to the modification taking effect.

## **ARTICLE 27**

### **POLITICAL ACTIVITY**

27.1 Bargaining unit members may engage off duty in lawful political activity as defined by Florida Statute, 104.31. Political activity is expressly prohibited while on duty, and use of any City resource for any political activity is expressly prohibited.

## ARTICLE 28

### VEHICLES

28.1 Whenever a unit member is authorized in advance to use his own vehicle in the performance of his official duties, he will be compensated in accordance with City Policy at the prescribed current rate of reimbursement per mile, as well as reimbursement for tolls and parking charges.

28.2 The City will make every reasonable effort to maintain vehicles and other City provided equipment in a safe operating condition. The City will endeavor to inspect patrol vehicles on a regular basis. Members of the bargaining unit using such equipment are charged with a responsibility to the City to assist in this effort. Failure on the part of a bargaining unit member to act in a responsible manner with regard to safety shall be cause for discipline.

28.3 Effective upon ratification of this contract, unit members hired after January 1, 2013, except for Canine Officers, participating in the assigned vehicle program will reimburse the cost of fuel through payroll deduction based on the following rates:

Officers with residence in City limits or within 15 miles of the West Melbourne Police Department located at 2290 Minton Rd.	\$0.00 per mile
Officers with residence more than 15 miles from the West Melbourne Police Department located at 2290 Minton Rd.	\$0.25 per mile

Driving distance will be determined by Mapquest using the shortest distance option from the unit member's primary residence to the Police Department. Those unit members with a vehicle that is out of service for 72 hours or more would not be subject to the reimbursement for that pay period if another City vehicle is not provided.

Per existing policy, vehicles may not be taken outside of Brevard County nor further north than SR 524 or further south than Micco Road.

28.4 Based on operational needs of the department, the Chief of Police reserves the right to assign a vehicle to an officer living outside of the 15 mile radius without a payroll deduction being applied to that officer.

## ARTICLE 29

### SEVERABILITY CLAUSE

29.1 Should any provision of this collective bargaining agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted state or federal legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of the Agreement.

29.2 Should any Article be rendered invalid, it shall be renegotiated.

### **ARTICLE 30**

#### **PREVAILING RIGHTS**

30.1 All benefits enjoyed by unit members at the present time which are in writing and known to both parties, and which do not infringe upon Management Rights as stated in Article 4 of this Agreement, shall be presumed to be reasonable and proper, and shall not be changed arbitrarily or capriciously.

### **ARTICLE 31**

#### **PENSION**

31.1 Retirement benefits and employee contributions for employees covered by this Agreement shall be as provided in the City of West Melbourne Police Officers Retirement Plan (the "Plan") as defined in West Melbourne Code of Ordinances, Chapter 34, Section IV, Police Officers Retirement as most recently modified by Ordinance No. 2013-15 adopted June 4, 2013.

## **ARTICLE 32**

### **DRUG TESTING**

32.1 The City and the Union mutually agree that the use by unit members of unlawful drugs, alcohol, and other illegal controlled substances constitutes a danger to the unit member, fellow employees, and the general public. It is further agreed that the safety of public property and equipment is placed at jeopardy if a unit member is under the influence of drugs or alcohol.

32.2 To allay public concerns regarding the use of drugs, alcohol or other illegal or controlled substances by Public Safety employees, and to mitigate the danger to other employees in the workplace, the City and the Association mutually agree to adhere to the City's Drug-Free Workplace Policy adopted by City Council on October 16, 2001 (Section 1.06 of the Personnel Policy Manual) which is in compliance with Florida Statutes, Section 440.102, as well as Florida Statutes, Section 112.0455 (the Drug-Free Workplace Act); and the Florida Administrative Code 59A-24 (the Drug-Free Workplace Standards), and the City's establishment and maintenance under such laws and rules of a Drug-Free Workplace Program within the meaning of those materials.

32.3 The City and the Association mutually agree that random drug testing shall be instituted for all unit members. Drug testing standards shall follow the U.S. Department of Transportation's Drug and Alcohol Testing Regulation 49 CFR Part 40, with the drug testing rate the same as mandated for the U.S. Coast Guard (Department of Homeland Security). Drug and alcohol tests may include analysis of urine and/or blood.

## **ARTICLE 33**

### **HEALTH AND WELFARE**

33.1 When a bargaining unit member, in performance of his job duties, is exposed to a serious contagious disease, as determined by the Center of Disease Control (CDC), the Employer shall pay the reasonable medical expenses for an inoculation or immunization, as medically necessary, for the unit member and for members of the employee's family living in the same household.

## ARTICLE 34

### DURATION OF AGREEMENT

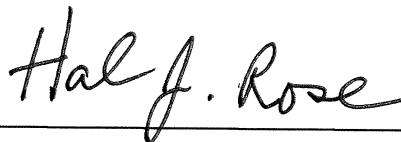
34.1 This Agreement shall be effective upon ratification, and shall remain in full force and effect through December 31, 2016. Either party to the Agreement may give notice in writing within ninety (90) days prior to the expiration date to the other party of their desire to terminate, amend, or continue this Agreement.

**FOR THE ASSOCIATION:**

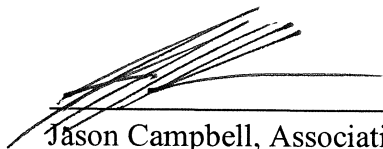


Vincent L. Champion, President  
Coastal Florida Police Benevolent Association

**FOR THE EMPLOYER:**



Hal J. Rose, Mayor  
City of West Melbourne



Jason Campbell, Association Representative



Scott Morgan, Employer Representative