

RESOLUTION NO. R-16-26

A RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, DULY RATIFYING AN AGREEMENT FOR ALL FULL-TIME PERMANENT POLICE OFFICERS AND POLICE SERGEANTS BETWEEN THE BARGAINING UNIT OF THE COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION (CFPBA) AND THE CITY OF SEBASTIAN FOR THE PERIOD OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2019; APPROVING A MUTUAL CONSENT AGREEMENT TO DEVIATE FROM FLORIDA STATUTE 185.35(1), AS PROVIDED IN 185.35(1)(G) TO USE ALL AVAILABLE PREMIUM TAX REVENUES TOWARD THE FUTURE COST OF CERTAIN BENEFIT IMPROVEMENTS; AUTHORIZING THE CITY MANAGER TO NOTIFY ALL PARTIES OF THE CITY'S RATIFICATION AND CAUSE SAID AGREEMENT TO BE PUT INTO EFFECT; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Coastal Florida Police Benevolent Association (CFPBA) is certified with the Florida Public Employees Relations Commission as the Bargaining Unit for certain employees of the City of Sebastian; and

WHEREAS, the City of Sebastian has negotiated a Collective Bargaining Agreement with the CFPBA for the period October 1, 2016 through September 30, 2019;

WHEREAS, both the City of Sebastian and CFPBA have agreed to approve a Mutual Consent Agreement to use all available premium tax revenues established under Florida Statute Chapter 185.08 toward the future cost of certain improvements to benefits offered by the Police Officers' Pension Plan;

and; **WHEREAS**, sixteen (16) of the employees covered by said Collective Bargaining Agreement have voted, with all sixteen (16) of those employees voting to accept same;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, that:

Section 1. The negotiated Collective Bargaining Agreement is hereby ratified.

Section 2. The City Manager is authorized to notify all parties of this ratification and to cause said Collective Bargaining Agreement to be put into effect.

Section 3. **CONFLICT.** All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. **EFFECTIVE DATE.** This resolution shall take effect October 1, 2016.

The foregoing Resolution was moved for adoption by Councilmember Coy. The motion was seconded by Councilmember McPartlan and, upon being put into a vote, the vote was as follows:

Mayor Bob McPartlan	<u>aye</u>
Vice-Mayor Jerome Adams	<u>aye</u>
Councilmember Andrea B. Coy	<u>aye</u>
Councilmember Richard Gillmor	<u>aye</u>
Councilmember Jim Hill	<u>absent</u>

The Mayor thereupon declared this Resolution duly passed and adopted on this 19th day of September 2016.

CITY OF SEBASTIAN, FLORIDA

By: 
Bob McPartlan, Mayor

ATTEST:


Jeanette Williams, City Clerk

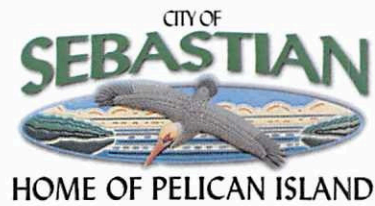


Approved as to form and legality for the reliance by the City of Sebastian only:


Robert Ginsburg, City Attorney

COLLECTIVE BARGAINING AGREEMENT

Between



THE CITY OF SEBASTIAN, FLORIDA

and

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.



Contract Term From:

October 1, 2016 to September 30, 2019

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AGREEMENT

- Section 1. This Collective Bargaining Agreement (“Agreement”) is entered into by and between the City of Sebastian, Florida, (“City” or the “Employer”), and the Coastal Florida Police Benevolent Association, Inc., (“P.B.A.”). It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto; to provide an orderly, prompt, and peaceful means of resolving disputes involving interpretation or application of this Agreement; and to set forth herein basic and full agreement between the parties concerning wages, hours, and terms and conditions of employment.
- Section 2. Upon the effective date of this Agreement it shall supersede and supplant that certain Agreement between the City and P.B.A. expiring September 30, 2016 and any supplemental agreements, thereto or thereunder.
- Section 3. Throughout this Agreement, masculine gender pronouns shall be read to include feminine gender where appropriate.

PREAMBLE

Whereas, the intent and purpose of this Agreement is to maintain and further harmonious and cooperative labor management relations upon a constructive and sound foundation; and

Whereas, the cornerstone of this foundation is the mutual acceptance and recognition of the rights and obligations of both parties, in order that the joint responsibilities of the public employer and public employee to represent the public be fulfilled and the order and uninterrupted functions of government be assured; and

Whereas, the City is engaged in furnishing essential public services vital to the health, safety, protection, comfort, and general well-being of the public, and both parties hereto recognize the need for continuous and reliable service to the public; and

Whereas, both the City and its employees have a high degree of responsibility to the public and recognize the need for continuous and reliable service to the public; and

Whereas, since both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means to permit them to fulfill said responsibility;

Now therefore, in consideration of the premises and promises set forth herein and the benefits and advantages accruing or expected to accrue to the parties hereto and those covered by this Agreement by reason thereof, said parties hereby agree as follows:

ARTICLE 1
RECOGNITION

- 1.1: The City of Sebastian hereby recognizes the Coastal Florida Police Benevolent Association, Inc., P.B.A. as the exclusive Bargaining Agent for purposes of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees covered by the Bargaining Unit.
- 1.2: The Bargaining Unit for which this recognition is accorded is as defined in Certification Number 1108 granted by the Public Employees Relations Commission on October 3, 1995, comprised of all full-time permanent Police Officers, and Police Sergeants of the City of Sebastian. Excluded are Police Chief, Police Captains, and Police Lieutenants, Reserve or Auxiliary Police of all ranks, managerial, supervisory, or confidential and all other City employees, as well as, any unclassified employees yet to exist, except those identified above.
- 1.3: The P.B.A. recognizes the City Manager or representative as the sole representative for the purpose of collective bargaining.

ARTICLE 2
ORGANIZATIONAL SURVEY

- 2.1: The P.B.A. agrees that the City may conduct from time to time organizational climate surveys of members of the bargaining unit. The purpose of such surveys is to improve the organizational culture and climate of the various work units and to assist management in providing a more positive work environment for employees.
- 2.2: Prior to and upon completion of survey activity, the City agrees to meet and confer with the duly elected P.B.A. Employee Representatives to discuss survey content.
- 2.3: The surveys shall not include any reference to the P.B.A. organization or its representatives.

ARTICLE 3
NO STRIKE OR LOCK OUT

- 3.1: Strike, as used in this agreement, shall mean the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations of employees; the concerted abstinence, in whole or in part, by any group of employees from the full and faithful performance of their duties of employment with the Employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the Employer; the concerted failure of employees to report to work after expiration of a collective bargaining agreement.
- 3.2: The PBA recognizes that it and all acting in concert with it shall be liable to the penalties set forth in Section 447.507, Florida Statutes, in the event of a strike in violation of this Article.
- 3.3: Employees shall not engage in any walkout, strike, sit-down, or other interference with or interruption of police services during the term of this Agreement. The PBA recognizes that strikes by public employees are prohibited by Article I, Section 6 of the Florida Constitution and Section 447.505, Florida Statutes. The PBA agrees not to authorize, instigate, or otherwise support a strike, as defined in Section 1, above and to take all affirmative action's legally available to prevent or terminate any strike that occurs in contravention of this commitment.
- 3.4: The City agrees to accept and abide by all the terms and conditions of this Agreement and agrees that during the term of this Agreement it will not lock out employees.
- 3.5: The City recognizes the right of the P.B.A. to engage in informational picketing as long as such picketing is done in a lawful manner in accordance with Florida Statutes. The P.B.A. agrees that there will be no interference with the free and unrestricted right of any City employee to enter and leave City property.

ARTICLE 4
NON-DISCRIMINATION

- 4.1: It is agreed that no employee shall be required as a condition of employment to join or refrain from joining the P.B.A.
- 4.2: The City agrees it will not discriminate against, coerce, or intimidate any employee covered by this Agreement because of membership or non-membership in the P.B.A.

ARTICLE 5
DUES DEDUCTION

- 5.1: Any member of the bargaining unit covered by this Agreement may authorize a payroll deduction for the purpose of paying Union dues. Such authorization shall become effective only upon receipt by the City payroll section of a fully executed Dues Deduction Form (as authorized) from any employee.
- 5.2: Changes in Union membership dues will be in writing and from an official of the P.B.A. Changes must be certified to the City at least thirty (30) days prior to the effective date of that change.
- 5.3: Dues shall be deducted bi-weekly for as long as the P.B.A. remains the certified bargaining agent for the employees within the unit and promptly remitted to the P.B.A. as it is now remitted and shall be accompanied by a list of those employee's names whose dues are included. Remittance of dues shall occur no later than five days following each payroll cycle.
- 5.4: The effective date for deducting dues shall be the beginning of the pay period following the date the Dues Deduction Form is signed. All employees currently on dues deduction shall continue without further authorization. The effective date for stopping dues deduction shall be at the beginning of the pay period thirty (30) days following the date the form is signed.
- 5.5: The P.B.A. agrees to indemnify and hold harmless against any claims, suits, orders, or judgments brought or issued against the City based on any payroll deductions of dues as provided for in this Article.
- 5.6: The P.B.A. agrees that no employees will collect or attempt to collect dues or assignments at any time during working hours, other than during break periods or periods before or after duty hours, on the City's property.
- 5.7: No deductions shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount to be deducted.

ARTICLE 6
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

- 6.1: The City and the P.B.A. agree to full and unequivocal cooperation with each other in eliminating all discrimination and to assure all personnel programs, policies, and assignments are free from discriminatory practices.
- 6.2: The parties recognize that it is mutually beneficial to resolve any problem of alleged discrimination as amicably and expeditiously as possible and agree that each shall make a good faith effort to settle such dispute informally within the Department before any formal complaint is filed.
- 6.3: An Equal Employment Opportunity (EEO) complaint may be an allegation of discrimination on the basis of:
- a) race, color, religion, sex, national origin as prohibited by the Civil Rights Act of 1964, as amended, or by applicable state and local law;
 - b) age as prohibited by the Age Discrimination Act of 1967, as amended, or by applicable state or local law;
 - c) sex as prohibited by the Fair Labor Standards Act of 1938, as amended, or by applicable state or local law;
 - d) recognized physical handicapping conditions as prohibited by the Rehabilitation Act of 1973, as amended, or by applicable state or local law;
 - e) marital status or lawful political affiliation, as prohibited under Federal Law and Florida Statutes, or applicable local law.
- 6.4: In the case of an EEO complaint based on the grounds stated in Section 3 of this Article, the employee may seek recourse exclusively under applicable statutory procedures, and the complaint will be processed in accordance with the current and applicable rules and regulations of the appropriate federal, state, or local agency.
- 6.5: The P.B.A. agrees to fully support the principles of Equal Employment Opportunity. The P.B.A. shall be included in the negotiation of any future consent decrees that affect the P.B.A. and its members. The P.B.A. and the City agree to abide by any future court-approved consent decree to which both parties have consented.

ARTICLE 7
LABOR MANAGEMENT COMMUNICATIONS

- 7.1 The City agrees that periodic meetings, mutually agreed upon, between Association Representatives and the City's employee relations officials may be held to discuss problems and objectives of mutual concern involving the implementation and administration of this Agreement. The function of these meetings will be to discuss general matters pertaining to employee relations. P.B.A representation shall be limited to two (2) Unit Representatives during Labor Management meetings. The Coastal P.B.A. may bring as many officials as deemed necessary. Prior to the meeting, both parties agree to identify who will be present.

ARTICLE 8
P.B.A. REPRESENTATION

- 8.1: The Employer agrees to recognize elected officers and Union Representatives of the P.B.A. The Employer agrees that during the terms of this Agreement it will deal only with such authorized representatives in matters requiring official action by the parties in accordance with this Agreement.
- 8.2: The P.B.A. shall appoint (2) bargaining unit members to serve as the Unit Representatives and the Alternate Unit Representatives for all employees. The Unit Representatives and the Alternate Unit Representatives shall be City employees on payroll status and shall be responsible for labor relation activities associated with the administration of this Agreement. Furthermore, Unit Representatives shall be responsible for the coordinating and processing of grievances for all the Local Union members, and shall conduct activities to avoid overlapping or duplicating services of any other union representatives. These activities shall be conducted without disrupting the work of any City employee.
- 8.3: The P.B.A. agrees that Unit Representatives shall not be permitted to leave their assigned duty stations during working hours without authorization of their Supervisor or the Police Chief. The P.B.A. agrees to conduct all P.B.A. business outside of normal working hours in order not to disrupt the work of any City employee. This shall not preclude the grievance procedure from being conducted during normal working hours.
- 8.4: The City agrees to allow up to two Representatives of the P.B.A. who are on duty at the time negotiations take place with the City and the P.B.A., time away from their regular duties/shift assignments to participate without loss of wages or benefits as long as it does not create a manpower/shift shortage. This will be done with the knowledge and permission of the Police Chief or designee.
- 8.5: The Employer will maintain job descriptions for job classifications covered by this Agreement and will notify the P.B.A. of any intent to change such job classifications.

ARTICLE 9
BULLETIN BOARD

- 9.1: The City agrees to allow the P.B.A. the use of a bulletin board of reasonable size and department e-mail for the posting of notices of its official business pertaining to its members and to other employees. No scurrilous, defamatory, or otherwise objectionable material will be posted or emailed. The parties agree that the usage of such bulletin boards and emails will be to promote employee-employer relations, as well as keep the members and other employees informed of its activities.
- 9.2: Copies of all materials, notices, or announcements shall be submitted to the Police Chief or designee, before they are posted. All notices shall be signed by a duly authorized P.B.A. representative.
- 9.3: All costs incidental to the preparation and posting of P.B.A. material will be borne by the P.B.A. The P.B.A. is responsible for posting and removing approved materials on the designated bulletin board and for maintaining such bulletin board in an orderly condition.

ARTICLE 10
PERSONNEL RECORDS

- 10.1: Each employee covered by this Agreement, shall have the right to inspect his official personnel files, provided however, that such inspection shall take place during working hours at the location where the official personnel files are kept. There shall be a personnel file maintained by the City that shall be considered the official personnel file for purposes of personnel actions. This file shall be maintained by the Police Department and be under the control of the Police Chief or designee; copies of disciplinary actions shall be forwarded to the Assistant Administrative Services Director – HR Manager electronically for information purposes. All disciplinary and internal affair matters shall be maintained at the Police Department.
- 10.2: The City will have the employee sign for a copy of any adverse action document to be placed in the employee’s personnel file prior to the document being placed into the files. Employees shall have the right to file a written response to any letter of reprimand or other document that is placed in the employee’s personnel file as a result of supervisory action or citizen complaint. Any such written response shall be included in the employee’s personnel file together with the letter of reprimand or other document against which it is directed. To the extent permitted by law and in order to protect the privacy and promote the safety of individual police officers, the City agrees not to directly or indirectly furnish the news media or public with any employee’s home address, telephone number, photograph, and/or personnel records without the employee’s consent.
- 10.3: The PBA agrees not to directly or indirectly furnish the news media or the public with personnel records without the consent of the City and the employee, thus mutually agreeing to the confidentiality of personnel records other than required by law.
- 10.4: Written reprimands shall not be used when considering subsequent discipline where an officer has no disciplinary action against him after receiving two (2) or more performance evaluations from the issuance of the reprimand as long as the same or a similar situation has not occurred.

ARTICLE 11
RIGHTS OF LAW ENFORCEMENT OFFICERS WHILE UNDER
INVESTIGATION, INTERNAL INVESTIGATIONS AND OBLIGATIONS
TO THE PUBLIC

- 11.1: The parties recognize that the security of the City and its Citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves the employees in all manner of contacts and relationships with the public, and out of such contacts and relationships, questions or complaints may arise concerning the actions of employees covered by this Agreement. Investigation of such questions and/or complaints must necessarily be conducted by, or under the direction of, departmental sworn supervisory officials whose primary concern must be the security of the City and preservation of the public interest.
- A. In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the unrestricted right to conduct investigations of citizen complaints and matters of internal security; provided, however, that any investigative interrogation of any employee covered by this Agreement relative to a citizen's complaint and/or a matter of internal security shall be conducted under the following conditions and in accordance with Florida Statute Chapter 112 which is incorporated herein in its entirety as a part of this agreement (should Florida Statute 112 be amended during this Agreement, such amendment shall automatically be incorporated herein):
- (1) The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
 - (2) The employee under investigation shall be informed of the nature of the investigation prior to any interrogation and no later than forty-five (45) calendar days after the investigation is initiated. The employee shall be informed of the names of all complainants. All identifiable witnesses shall be interviewed, whenever possible, prior to the beginning of the investigative interview of the accused officer. The complaint and all witness statements shall be provided to the officer who is the subject of the complaint prior to the beginning of any investigative interview of that officer. An officer, after being informed of the right to review witness statements, may voluntarily waive the provision of this paragraph and provide a voluntary statement at any time.
 - (3) The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogation officer, and all persons present during the interrogation. All questions directed to the employee under interrogation shall be asked by and through one (1) interrogator during any one investigative interrogation only, unless specifically waived by the subject officer.
 - (4) Interrogation sessions shall be for reasonable periods and shall be timed to allow for such rest periods as are reasonably necessary. All interrogations shall be held at the headquarters of the Sebastian Police Department.
 - (5) At the request of the employee under investigation, he/she shall have the right to be represented by counsel or any other representative of his/her choice, to be present at all times during such interrogation.
 - (6) The formal interrogation of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statement.

- (7) If the employee under interrogation is under arrest or is likely to be placed under arrest as a result of the interrogation, he/she shall be completely informed of all his/her *Miranda* and/or *Garrity v. N.J.* rights prior to the commencement of the interrogation.
- (8) No employee shall be ordered or be able to volunteer to submit to any device designed to measure the truth of his/her responses during questioning.
- (9) During interrogations, the employee shall not be subjected to offensive language or threats of transfer, dismissal, or other disciplinary actions. The interrogator does not have the right to make a promise of reward as an inducement to answering questions.
- (10) During interrogations covered hereunder, questions shall be limited to the circumstances surrounding the allegations, which are the subject of the investigation.
- (11) In the interest of the internal security and fairness to the employee under investigation (criminal or administrative), the City, employee, and union representative or agent, insofar as is legally permissible, agree to make no statement concerning the investigation until such time as the investigation has been completed.
- (12) An employee under investigation may obtain a copy of any written statement he/she has executed.
- (13) In all cases wherein an employee is to be interrogated concerning an alleged violation of the department's Rules and Regulations which, if proven, may result in his/her dismissal or in some other disciplinary measure, he/she shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her choice and a representative of the P.B.A. before being interrogated. However, except by mutual agreement, the interrogation may be postponed for no more than forty-eight (48) hours to provide this opportunity.
- (14) Any employee may be ordered to submit to a blood test to determine the percentage of alcohol or some type of controlled substances in his/her blood if the employee appears to be under the influence of such products. Such test may be given if requested by the employee.
- (15) No employee will be compelled by the City to speak or testify or be questioned by any non-governmental agency.
- (16) In cases where the City chooses to relieve an employee from duty pending an investigation, the following conditions shall prevail:
 1. The employee will remain on full salary and allowances, and shall not lose any benefits during this period of time.
 2. Should disciplinary action result from the investigation, that period of time in which the employee was relieved from duty will be included in the disciplinary action. In the event that an employee has been paid, the employee's accumulated vacation leave or compensatory time shall be charged as a set-off at the employee's option.
- (17) During internal investigations, questions shall be limited to the circumstances surrounding the officer's alleged violation of department rules.
- (18) The findings of the internal affairs investigation shall be labeled Sustained (guilty as charged), Exonerated (act occurred, but was justified), Unfounded (act did not occur), or Not-Sustained (not guilty). No other terminology may be used.
- (19) Only letters of complaints which have been sustained in whole or in part, will be inserted in an officer's personnel record.

- (20) The City shall not discipline any employee without just cause or due process; however, the City may discharge any probationary employee without just cause or due process.
 - (21) Any employee involved in an incident where injury and/or death occurs, shall not be compelled to make any oral or written statements. The employee shall be given the necessary time to consult with his/her attorney prior to any oral or written statements being requested.
- B. In any case where the City believes there is just cause for loss of pay or more serious disciplinary action the employee and the P.B.A. shall be notified in writing.
 - C. In the event an employee becomes the subject of a formal departmental or City investigation arising from a complaint or allegation, the department or the City, whichever is appropriate, shall individually notify the employee of the complaint. Upon conclusion of the formal investigation, the employee will be notified of the disposition of the complaint.
- 11.2: Notice of Disciplinary Action – No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or which is taken purely as a punitive measure shall be taken against any law enforcement officer unless such law enforcement officer is notified of the action and the reason or reasons therefore prior to the effective date of such action.
- 11.3: Retaliation for Exercising Rights – No law enforcement officer shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment; or otherwise discriminated against in regard to his/her employment or be threatened with any such treatment by reason of his/her exercise of the rights granted in this Article.
- 11.4: If a complaint is brought against a law enforcement officer from any source outside the City's Police Department and the investigation of the complaint is to result in disciplinary action against the law enforcement officer, he/she may request the appointment of a Complaint Review Board within ten (10) working days of notification of discipline identified in 11:2.
- A. The Complaint Review Board shall be comprised of three (3) law enforcement officers from any State, County or Municipal agency within Indian River County. One member will be selected by the Police Chief, one by the law enforcement officer against whom the complaint is registered and one who shall be selected by the other two members.
 - B. The Complaint Review Board shall meet promptly to review the complaint that has been brought, all of the available evidence in the case and an explanation of the case by the law enforcement officer or their representative. The Board shall make a recommendation(s) to the Police Chief for whatever action it deems appropriate.
 - C. The recommendation(s) of the Complaint Review Board are advisory only and shall not restrict the Police Chief in making a final decision concerning the disciplinary action, if any, to be taken, nor shall it restrict the law enforcement officer's right to grieve any disciplinary action that results from the complaint.
- 11.5: No law enforcement officer shall be disciplined, except termination or written reprimand, until such time as the law enforcement officer's grievance appeal (excluding arbitration) of the discipline is completed or until the time frame for a grievance has expired.

ARTICLE 12
LEGAL BENEFIT

- 12.1: The City shall, upon the request of any employee covered by this Agreement and after notice of the suit against the employee has been received by the Office of the City Attorney, within ten (10) days after service upon the employee, undertake the defense of that employee against any civil damage suit in which the Complainant in the suit alleges that the employee was acting within the scope and course of his/her employment and does not allege that the employee acted in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
- 12.2: The City shall, upon the request of an employee covered by this Agreement and after notice of the suit against the employee has been timely received by the Office of the City Attorney, within ten (10) days after service upon the employee, undertake the defense of that employee against any civil damage suit in which the Complainant in the suit alleges that the employee was acting within the scope of his/her employment, even if the Complainant also alleges in the alternative that the employee acted in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. However, in those cases in which the City has reason to believe that there exists a substantial factual basis for the allegations in the suit of bad faith, malicious purpose or in actions exhibiting wanton and willful disregard of human rights, safety, or property, the employee shall be notified that he/she must provide his/her defense at his/her own expense, and the City shall not be required to either continue or undertake the defense of the employee.
- 12.3: In a civil damage suit in which a defense is provided by the City, the City will indemnify that employee against any judgments, except for punitive damages, rendered in that suit against the employee as a result of his/her actions which occurred while he/she was acting within the scope and course of his/her employment, up to the limits specified in 768.28(5), Florida Statutes, as amended.
- 12.4: At any time after the City has undertaken the defense of an employee in a civil damage suit, the employee, at his/her own expense, may, with the permission of the City, hire counsel of his/her own choice and substitute that counsel, with the consent of the applicable court, for the counsel provided by the City without affecting the employee's rights to indemnification under Section 3 of this Article.
- 12.5: The employee agrees to cooperate fully with the City if the City undertakes the defense of the employee. Failure to cooperate shall relieve the City of its obligation to defend or indemnify the employee.

ARTICLE 13
MANAGEMENT RIGHTS

- 13.1: The P.B.A. agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects except as modified by other articles of this Agreement. The rights of the City, through its management officials, shall include but not be limited to the following:
- A. To determine the organization of the City Government.
 - B. To determine the purpose of each of its constituent departments.
 - C. To exercise control and discretion over the organization and efficiency of operations of the City.
 - D. To set standards for service to be offered to the public.
 - E. To manage and direct the employees of the City including the right to assign work and overtime, and to establish, modify, or change rules and regulations applicable to employees covered by this Agreement.
 - F. To hire, examine, classify, promote, train, transfer, and assign, employees in positions with the City.
 - G. To suspend, demote, discharge, or take other disciplinary action and impose sanctions for just cause involving deficiencies in performance and/or deficiencies in conduct.
 - H. To increase, reduce, change, modify, or alter the composition of the work force, including the right to relieve employees from duties because of lack of work and/or lack of funds.
 - I. To determine the location, method, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased or to be contracted out or subcontracted.
 - J. To determine the number of employees to be employed by the City.
 - K. To establish, change, or modify the number, types, and grades of positions or employees assigned to an organization, department or division thereof, or project.
 - L. To establish, change, or modify duties, tasks, and responsibilities or requirements within job classifications that are not terms and conditions of employment in the interest of efficiency, economy, technological change, or operating requirements.
- 13.2: The City Council has the authority and obligation to determine the purpose and mission of the City and the amount of budget to be adopted.
- 13.3: If, at the sole discretion of the City, it is determined that a civil emergency condition exists including but not limited to strikes, work stoppages, riots, civil disorders, hurricane conditions, or similar circumstances, the provisions of this Agreement may be suspended during the time of the declared emergency, provided that wage rates and insurance shall not be suspended.

ARTICLE 14
DISCIPLINE AND DISCHARGE

Employees may be disciplined or discharged for just cause involving deficiencies in performance and/or deficiencies in conduct. Employees so disciplined or discharged shall be provided with written notice of the basis for such discipline. Disciplinary action shall be taken in accordance with internal Police Department General Orders.

ARTICLE 15
RATES OF PAY

- 15.1: For the first year of this Agreement (October 1, 2016 through September 30, 2017) bargaining unit members shall receive a wage increase of three percent (3%).
- 15.2 For the second year of this Agreement (October 1, 2017 – September 30, 2018), the parties agree to collectively negotiate a potential three percent (3%) change in rate of pay. Any rate of pay negotiated must be duly ratified by both parties.
- 15.3 For the third year of this Agreement (October 1, 2018 – September 30, 2019), the parties agree to collectively negotiate a potential three percent (3%) change in rate of pay. Any rate of pay negotiated must be duly ratified by both parties.
- 15.4: Officer's and Sergeant's, who receive State incentive money for training and education, excluding Corrections courses, will receive an amount from the City up to \$1,560 annually.
- 15.5: For the purpose of the Agreement, the term anniversary date shall mean the anniversary of an employee's date of employment or change to a different job classification. For the purposes of longevity, the date of hire with the City shall prevail.
- 15.6: Not available from October 1, 2016 through September 30, 2019. A new police officer with a minimum level of demonstrated education, training or experience in that job title, shall be placed at the minimum of the pay scale. This employee shall be eligible for movement at the completion of his/her first year of continuous, unbroken employment with the City in his/her job classification provided that such employee receives at least a satisfactory performance evaluation upon his/her anniversary date.
- 15.7: The city reserves the right, based upon a new employee's previous education, training and experience, to exercise lateral entry and initially place such employee between the minimum to ten percent (10%) of the pay scale for the job title of police officer.
- 15.8: In the event a Police Officer is promoted to the job classification of Sergeant, the promoted employee shall be entitled to the entry level for Sergeant or twelve percent (12%) in the Sergeant's pay grade, whichever is greater.
- 15.9: Sergeant pay shall not increase above the maximum of the pay grade.
- 15.10: Not available from October 1, 2016 through September 30, 2019. On or after October 1, of each fiscal year, all covered employees shall advance one to three percent (1-3%) upon receipt of an annual evaluation which is at least satisfactory. In the event an employee's performance is below satisfactory, the City shall inform the employee, in writing, of his/her specific deficiencies and allow the employee a reasonable time, not to exceed ninety (90) days, to correct his/her performance. The City shall delay an increase of one to three percent (1-3%) to the employee until such deficiencies are corrected.
- 15.11: Not available from October 1, 2016 through September 30, 2019. Merit increases, as set forth above, shall continue for the duration of this contract.
- 15.12: All investigators shall receive a non-uniformed clothing allowance in a bi-annual amount of four hundred (\$400) dollars payable in two lump sum payments of four hundred (\$400) on the first pay date of October and April of each year. This amount is in addition to the allowance allowed under Article 41.4. In the event an officer does not remain an Investigator the entire bi-annual period after receiving his/her clothing allowance, the officer shall repay the City on a pro rata basis. These allowances shall be paid in a separate check or direct deposit.

ARTICLE 16
TEMPORARY ASSIGNMENT

- 16.1: The Police Chief or his designee may, in writing, assign an employee to a higher classification for a temporary period. The affected employee shall be entitled to receive \$3.00 an hour for all hours actually worked in that higher classification and not on leave. The provisions of this section shall apply to temporary assignments to the position of Sergeant only. An employee shall not be eligible for Assignment Pay as provided in Article 17 while they are receiving Temporary Assignment pay provided in this article.
- 16.2: Appointment as an investigator is considered duty assignment and not a promotion with the same provisions as a temporary assignment. The employee shall receive an increase of three percent (3%) higher than his/her regular rate of pay to their base pay while serving as an investigator. Investigators as of September 30, 2016 will keep their three percent (3%) increase when they return to the position of Police Officer. Assignments on or after October 1, 2016 will receive an increase of three percent (3%), however when returned a Police Officer status will forfeit the increase of the amount at the time they took the assignment. (Example: Police Officer's assignment changed to investigator so there was a \$.6032 per hour increase on 10/2/2016. He/she returned to police officer status 8/3/2019- wage reduced by \$.6032.)
- 16.3: Appointment as an Acting Shift Supervisor, in the absence of the Shift Sergeant, is considered a duty assignment and not a promotion with the same provisions as a temporary assignment. The employee assigned to a specific shift by the Police Chief or his designee will be issued insignia, to be placed on the sleeve, for each of their issued uniform shirts to indicate the higher classification. If the employee is transferred from Road Patrol or given a different assignment, then the employee will no longer use the insignia.

ARTICLE 17
ASSIGNMENT PAY

- 17.1: A Police Officer assigned the duty position of Field Training Officer (FTO) shall be entitled to \$3.00 per hour for all hours worked while actually assigned to a trainee and not on leave.
- 17.2: A Police Officer assigned as an instructor, shall be entitled to \$3.00 per hour for all hours they are actually providing in-house instruction and not on leave.
- 17.3: An employee shall only be directed to perform one assignment upgrade per hour as provided in Article(s) 16.1, 17.1 or 17.2; therefore, the employee shall be entitled to be compensated for only one assignment pay upgrade per hour.

ARTICLE 18
INJURY PAY AND LIGHT DUTY ASSIGNMENTS

- 18.1: Any regular full-time employee who sustains a temporary disability as a result of and arising out of employment by the City as provided by the Worker's Compensation Law of the State of Florida, shall, in addition to the benefits payable under the Worker's Compensation Law be entitled to the following:
- A. During the first eighty (80) working days of such disability, the employee shall receive net supplemental injury pay based upon his/her normal base pay reduced by the Worker's Compensation indemnity payment.
 - B. Thereafter, the employee may utilize any accrued sick or other paid leave in order to receive supplemental pay based upon his/her normal base pay reduced by the Worker's Compensation indemnity payment until such sick or other paid leave is exhausted.
 - C. Upon exhaustion of all paid leave, the City may, at its discretion, grant an unpaid leave of absence to the employee for a period not to exceed one year.
- 18.2: If any employee is temporarily or partially disabled from performing the duties of his/her classification, but is determined to be able to perform light duty by a physician designated by the City, the employee may be required to perform such duty or lose the employment connected net supplemental injury pay. Assignment to light duty shall be considered a temporary assignment, without reduction in pay. Such a reassignment shall be to other duties commensurate with medical and mental fitness, subject to availability of suitable work, and the employee's qualifications for the position. However, an employee shall not be permitted to continue in a light duty position after reaching his/her maximum medical improvement or for a period that exceeds one year.
- 18.3: Any employee who suffers an employment connected injury may be required by the City to be examined every twenty (20) working days by a medical doctor, specified and provided by the City, who shall determine the employee's condition and fitness for full or partial return to duty.
- 18.4: No employee will be entitled to the net supplemental injury pay with the benefits described herein if the injury suffered has been determined to have been the result of intentional self-infliction or where the disability or illness continues as a result of the employee's failure to cooperate with medical advice or corrective therapy.
- 18.5: While receiving employment connected net supplemental injury pay, an employee shall be entitled to all benefits which he/she would normally receive pursuant to his/her employment with the City, except additional accruals of sick and vacation leave and for those provisions specified in Article 15.12 or Article 41.
- 18.6 Any employee receiving proceeds from a disability insurance policy and Workers Compensation indemnity payments shall not be allowed to use paid leave, such that they receive a total amount of more than his/her normal take home pay.

ARTICLE 19
CALL BACK PAY

- 19.1: An employee, who is called to return to work after completing his/her scheduled shift and has left the work place of the City, shall be paid at the rate of time and one-half (1-1/2) the regular rate for hours worked with a minimum of three (3) hours. Travel time shall be considered time worked.
- 19.2: An employee called back to work who is on authorized leave shall be paid at the rate of time and one-half (1-1/2) the regular rate for hours worked with a minimum of three (3) hours. Such employee shall not be charged for leave for any such hours worked. Travel time shall be considered time worked.
- 19.3: The three (3) hours minimum call-back pay shall not apply in those instances wherein the overtime commences one and one-half (1-1/2) or fewer hours prior to and runs continuously into the employee's regular shift; or the employee is called back to work to rectify his/her own error or omission which cannot wait until the employee's next shift. In such instances, the employee shall be compensated for the exact hours worked at the appropriate rate.

ARTICLE 20
ON-CALL PAY

- 20.1 Designated employees required to be on-call shall receive one hour at time and one-half for each day Monday through Friday, and receive two hours at time and one half for each day Saturday and Sunday. On-call personnel include one detective. The list will rotate weekly. On call hours shall not be considered hours worked for overtime calculations. This article does not apply to Officers being placed on-call because of emergency situations, Hurricanes, etc.

ARTICLE 21
COURT APPEARANCES

- 21.1: Any employee who is required to appear as a witness resulting from the performance of his duties with the City shall be entitled to the following:
- A. Regular pay if called to testify during regularly scheduled hours;
 - B. A minimum of three (3) hours at one and one-half (1-1/2) times the employee's base rate of pay if called to testify outside the employee's regular hours of work.
 - C. In such cases, the employee will be required to assign the witness fee to the City.
- 21.2: Time off to respond to a subpoena to appear as a witness in a case unrelated to an employee's duties as an employee of the City may be charged to vacation, compensatory time or personal leave. Such leave shall not be denied.
- 21.3: An employee required to attend court while on scheduled leave is entitled to a minimum of three hours at one and one-half (1-1/2) times the employee's base rate of pay for each day and may be allowed to substitute that amount of pay instead of vacation, compensatory time or personal leave for such period, provided that the court appearance meets the requirements of Section 1. of this Article.

ARTICLE 22
BEREAVEMENT LEAVE

- 22.1: Time Off Provision – When there is a death in an employee’s immediate family, that employee shall be granted a Bereavement Leave of a maximum 40 hours. Bereavement Leave will not be charged against sick leave, vacation, compensatory, personal leave or holiday time.
- 22.2: The employee’s immediate family is defined as the employee’s spouse/domestic partner, children (Including Step Children, supported by a marriage certificate), parent/step parent, father-in-law, mother-in-law, brother, sister, grandchildren, or grandparents or any relative who is domiciled in the employees household.
- 22.3: The City reserves the right to require documentation supporting Bereavement Leave after an employee returns to work.
- 22.4: Any absence in excess of forty (40) hours in connection with approved Bereavement Leave may be charged to accrued vacation leave, compensatory time or personal leave, at the employee’s option.

ARTICLE 23
MILITARY LEAVE

- 23.1: City agrees to grant request for leave of absence with or without pay in accordance with Florida State Statute 115.07 – Officers and employees’ leave of absence for reserve or guard training.
- 23.2: The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty. Such order or statement must accompany the form request for Military Leave at least two (2) weeks prior to the date such leave is desired, unless the employee actually receives less notice.

ARTICLE 24
JURY DUTY

- 24.1: A permanent full-time employee shall be granted time off, not to exceed eighty (80) hours, at the employee’s regular pay for reporting to required jury duty upon presentation to the employee’s supervisor of satisfactory evidence that such jury duty is required and provided the time required for jury duty is the employee’s normal workday or work shift. In order to be eligible, the employee must report at least seven (7) calendar days prior to the date of jury duty to the immediate supervisor on the prescribed leave form with the summons attached of the need to be absent because of a jury duty requirement.
- 24.2: Any compensation received by the employee for jury duty shall be retained by the employee; however, a pro rata amount of the jury duty pay received by the employee shall be deducted from the employee’s regular pay based upon that portion of the regularly scheduled workday missed by the employee. There shall be no deduction for mileage pay or for the four (4) hour reporting period provided in Section 3 of this Article. An employee seeking jury duty leave must substantiate any compensation received for serving on jury duty by submitting a copy of the check(s) received or a copy of the receipt(s) for any cash received.
- 24.3: If an employee is released from jury duty within four (4) hours from the time required to report for such jury duty, the employee shall be required to report for duty on that date, provided that it is the employee’s regular work day or shift.

ARTICLE 25
VOTING TIME/POLITICAL ACTIVITY

- 25.1: During a primary, general, or special election, an employee who is a registered voter and whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where polls are open two hours before and two hours after the employee’s regular scheduled work period, it shall be considered sufficient time for voting.
- 25.2: Employees will be allowed to engage in the full range of political activities guaranteed to all citizens while off duty and not in uniform.

ARTICLE 26
LONGEVITY PAY

- 26.1 Longevity pay will be awarded according to the following schedule:
- A. Employees, after having completed ten (10) years of continuous services with the City, will receive an increase in their base pay of five (5%) percent. The five percent increase will be added to their base pay the first full payroll period following their ten-year anniversary date.
 - B. Employees, after having completed fifteen (15) years of continuous services with the City, will receive an increase in their base pay of five (5%) percent. The five percent increase will be added to their base pay the first full payroll period following their fifteen-year anniversary date.
 - C. Employees, after having completed twenty (20) years of continuous services with the City, will receive an increase in their base pay of five (5%) percent. The five percent increase will be added to their base pay the first full payroll period following their twenty-year anniversary date.
 - D. Employees, after having completed twenty-five (25) years of continuous services with the City, will receive an increase in their base pay of seven and one-half (7.5%) percent. The seven and one-half percent increase will be added to their base pay the first full payroll period following their twenty-five-year anniversary date.
 - E. Said adjustments(s) will be based on the employee's original date of hire regardless of the salary pay step the employee is in at the time he or she attains the required number of years.
 - F. Employees in a part-time or temporary status at the time of their relevant anniversary date will not be eligible for longevity increases.
- 26.2 Employees in a probationary or suspension status greater than 6 months due to a demotion or transfer or for other disciplinary reason shall not receive longevity pay increases until they are no longer on probation.

ARTICLE 27
BASIC WORKWEEK AND OVERTIME

- 27.1: Fourteen (14) days shall constitute a normal work period for the employees covered by this Agreement, starting at 12:01 a.m. Sunday and ending at 12:00 midnight on Saturday fourteen days later. Nothing herein shall guarantee an employee payment for eighty (80) hours of work in any work period unless the employee actually works eighty (80) hours in the work period. For the purposes of this Agreement, approved leave shall mean any leave compensated by the City. The City agrees to provide a minimum 30-day notice if it is determined that the current work schedule should be modified. The PBA reserves the right to negotiate any changes to the work schedule.
- 27.2: Hours worked in excess of eighty (80) hours in a fourteen (14) day work period shall be compensated at the rate of time and one-half (1 1/2) of the employee's regular, hourly wage.
- 27.3: For the purposes of overtime compensation, time spent by an employee on personal leave, vacation leave, sick leave, funeral leave, jury leave, military leave, or any other approved paid leave shall be considered time worked.
- 27.4: If any employee has accrued overtime and desires to bank compensatory time at a rate of time and one-half (1-1/2) rather than be paid for the overtime, the employee shall, prior to the end of the fourteen (14) day work period in which the overtime was credited, advise his/her supervisor of his/her desire to bank compensatory time in lieu of pay.

- 27.5: The Division Commanders shall attempt to accommodate the desires of an employee as to the time off desired, work schedules and conditions permitting. If no compensatory time is requested, then the employee shall be paid at the overtime rate of time and one-half (1-1/2). Employees may bank up to one hundred and twenty (120) hours of compensatory time. Any unused time as of the last full pay period of each fiscal year will be paid to the employee in the next payroll check.

ARTICLE 28

HOLIDAYS

- 28.1: The following shall be paid holidays for regular full-time employees:

NEW YEAR'S DAY
MARTIN LUTHER KING DAY
PRESIDENTS DAY
MEMORIAL DAY
INDEPENDENCE DAY
LABOR DAY
VETERANS DAY
THANKSGIVING DAY
FRIDAY AFTER THANKSGIVING DAY
CHRISTMAS EVE
CHRISTMAS DAY

- 28.2: Holidays will be designated as the actual day of the holiday for the purposes of holiday pay. Employees regularly scheduled to work Monday through Friday may be required to take the observed, rather than the actual holiday as their designated holiday.
- 28.3: No regular full-time employee shall receive pay for a holiday unless he/she is in active pay status or actually works his/her normal schedule on the scheduled work day immediately preceding and following the day on which the holiday is observed. For purposes of this Article, "active pay status" includes any approved paid leave. An employee that has been notified of sick leave abuse may be required to furnish a doctor's note if absent before or after a holiday.
- 28.4: Regular full-time employees who are scheduled and/or required to work on the actual holiday and who work on that day shall receive one and one-half (1-1/2) times the employee's regular hourly wage for each hour worked during the holiday in addition to their scheduled hours (8 or 10 or 12) as holiday pay for the holiday.
- 28.5: Employees who do not work a holiday will receive 8, 10 or 12 hours of pay at straight time. For example, if an employee is scheduled Tuesday thru Friday and the holiday falls on Monday, the employee would receive 8, 10 or 12 hours of straight pay for the holiday. The holiday pay would not be included as hours worked for the purpose of overtime calculation.

ARTICLE 29

SENIORITY

- 29.1: The City agrees that seniority shall consist of continuous accumulated paid service to the City.
- 29.2: Seniority shall be computed from the date of hire and shall accumulate during leaves of absence due to injury, illness, vacation, or any other leave authorized and approved by the City.
- 29.3: Vacation periods for each calendar year shall be drawn by employees on the basis of seniority. When an employee has selected dates for vacation the dates can be changed, by mutual agreement, only to accommodate another employee with greater seniority and the request to change by the senior employee is made at least ninety (90) days prior to the first day of the previously scheduled vacation.
- 29.4: In the event of a vacancy in any department or division, including promotional vacancy, seniority will be given reasonable consideration but will not be the determining factor.

- 29.5: Seniority will be given reasonable consideration in the selection of any employee to be sent to any type of schooling but will not be the determining factor.

ARTICLE 30
LAYOFF AND RECALL

- 30.1: Definition – A layoff is a reduction in the number of employees within the Department due to lack of work, lack of funds, or for any reason other than the acts or delinquencies of the employee. The City will lay off employees as herein provided.
- 30.2: Order of Layoff – In the event of a layoff for any reason, employees shall be laid off in inverse order of their seniority in their classification as defined in Article 29, Seniority. An employee to be laid off who has advanced to his/her present classification from a lower classification in which he/she held a permanent position shall be given a position in the lower classification within the department. His/her seniority in the lower classification shall be established according to the date of his/her permanent appointment to that classification including time accrued at a higher classification.
- 30.3: Employees shall be recalled from layoff according to the seniority in the classification from which the employees were laid off. No new employee shall be hired in any classification until all employees on lay-off status in that classification have had an opportunity to return to work.
- 30.4: The City is not obligated to recall an employee after he/she has been on layoff for a period of one (1) year.
- 30.5: Bargaining unit members shall be notified of their recall to work by phone. If direct contact to the former bargaining unit member is not made, a registered letter will be mailed to their address of record. Within three (3) calendar days after receipt of a notice of recall, recalled employees who desire to return to work must notify the Employer in writing to advise that they intend to return to work, or they will lose their recall rights. Recalled employees must return to work fit for duty within ten (10) working days of the receipt of a recall notice, or they will lose their recall rights.
- 30.6: An employee laid off pursuant to this Article shall be given the opportunity to continue insurance coverage in existing programs during the lay-off period for up to one (1) year provided that premiums for such insurance programs available under the Insurance Policy shall be paid by the bargaining unit member on a monthly basis in advance of the month due.
- 30.7: Recall will be at the current rate of pay for the classification but not lower than when the employee was laid off. Previously canceled group health insurance may be reinstated upon the employee's return to active duty consistent with the plan's requirements. In addition, any balances of accrued vacation or sick leave not previously paid will be reinstated and the accrual rate from the date of return to active duty will be at the accrual rate enjoyed at the date they were laid off.

ARTICLE 31
PROMOTIONAL EXAMINATIONS

- 31.1: Eligibility for Positions within the Bargaining Unit:
Police Sergeant:
- a. Four (4) consecutive years as a City of Sebastian Police Officer from the most recent date of hire.
 - b. Must not have a record of disciplinary action resulting in suspension within the previous two (2) years.
- 31.2: Promotional examinations shall be given when a vacancy for Sergeant exists if there is not a current eligibility list in effect. The Administrative Services Director or designee shall administer all promotional examinations for the bargaining unit position of Sergeant.

- 31.3: Whenever a budgeted vacancy exists for the rank of Sergeant, the City shall promote an employee to fill such vacancy, within thirty (30) days, from the existing eligibility list. If the eligibility list has expired or has been exhausted when a Sergeant vacancy occurs, the City shall establish a new eligibility list within one hundred eighty (180) days. Upon certification of the new eligibility list, the budgeted Sergeant vacancy shall be filled within thirty (30) days. The promotional eligibility list shall remain in effect for one (1) year or until the list is exhausted, whichever comes first.
- A. Promotional testing shall consist of a written examination, oral review board and an in-basket skills assessment.
 - a. The written exam shall contain no more than 110 multiple-choice questions. The exam shall be purchased from an outside agency or developed by the Chief of Police and Administrative Services Department with the review and consent of the Coastal Florida Police Benevolent Association. The first 100 questions shall be considered for evaluation for the written portion only. If a (1) question is successfully challenged and eliminated from the first 100 questions, 101 will be inserted. If (2) questions are successfully challenged and eliminated, questions 101 & 102 will be inserted, and so on.
 - b. The oral review board shall consist of three (3) Lieutenants (or higher) from other agencies and (1) representatives from the City of Sebastian's Police Administration selected by the Chief of Police. The oral review board shall consist of law enforcement scenario type questions that shall be approved by the Chief or his designee. Each candidate shall respond to (5) scenarios. Each scenario shall be rated 1 – 4 by each evaluator. The highest and lowest scores will be thrown out leaving three scores to be calculated. The three scores shall be averaged and then the resulting point value multiplied by .25 to obtain the 25% value.
 - c. The in-basket skills assessment shall be developed based on the actual duties of a City of Sebastian Police Sergeant. An outside consultant may be utilized to assist in the development. The skills assessment shall be scored from 0 – 100. The score will be multiplied by .25 to obtain the 25% value.
 - B. To move from the written examination to the oral review board and in-basket skills assessment, the candidate must score at least a 70. The score will be multiplied by .50 to obtain the 50 % value to be added to the oral review board and in-basket skills assessment score. If the candidate scores less than 70 on the written portion, they will be excluded from the remainder of the promotional process.
- 31.4: After all testing is complete; all scores will be added together to get an overall total for the entire promotional examination process. An eligibility list will be established in accordance with each candidate's ranking.
- 31.5.: The Police Chief shall select any one of the top three (3) candidates on the eligibility list after interviewing all three candidates. When considering the top three candidates, the Police Chief may consider additional factors such as educational background, years of service to the agency, experience in special assignments, evaluation and disciplinary history, and other information that would help determine the best fit for the department's needs.
- 31.6: Examination and Posting Requirements:
- A. Notice of examinations will be posted 90 days in advance.
 - B. The closing date shall be 30 days from the posting date.
 - C. The posting shall include the minimum requirements and an informational reading list for the written exam. Study material will consist of one (1) outside reading / study reference,

in addition to reference to City of Sebastian's Policies and Procedures and Florida State Statutes.

- 31.7: The promotional probationary period shall be six (6) months in duration. The probationary period can be extended for an additional three (3) months by the Police Chief with approval from the Assistant Administrative Services Director – HR Manager. The probationary period may be extended further if the probationary employee is incapacitated because of illness or injury. If an employee promoted to the position of Sergeant is found unsuited for the work of the position during the probationary period, he/she shall be reinstated to his/her former position.

ARTICLE 32

PROBATIONARY PERSONNEL

- 32.1: All new employees of the department shall serve a probationary period of one (1) year, which may be extended for a period not to exceed six (6) months at the Police Chief's discretion, during which time they shall not be entitled to any seniority or tenure rights but during such period shall be subject to all the terms and conditions of this agreement.
- 32.2: Upon completion of said probationary period, employees shall be known as permanent employees and seniority rights and tenure shall accrue from the commencement of the probationary period and shall be considered a part of such employee's seniority rights.
- 32.3: A probationary employee shall have all the rights of the grievance procedure except where said employee is terminated for failure to satisfactorily complete his/her probation as determined by the Police Chief.

ARTICLE 33

VACATION LEAVE

- 33.1: Eligibility – Only regular full-time employees are eligible for paid vacation leave.
- 33.2: Accrual Rate
- A. Vacation leave is earned on a pro-rata bi-weekly basis. Full-time employees will accrue vacation leave based on their years of service with the agency. To clarify the rate at which an employee accrues vacation leave the following table will be used.
- Table #1: Continuous Unbroken Years of Service
- | <u>Length of Service:</u> | <u>Bi-weekly
Accrual Rate</u> | <u>Leave
Hours Earned</u> |
|---------------------------------|-----------------------------------|-------------------------------|
| 0 Year but less than 5 Years | 3.077 hours | 80 hours (10 Days) |
| 5 Years but less than 10 Years | 4.615 hours | 120 hours (15 Days) |
| 10 Years but less than 20 Years | 6.153 hours | 160 hours (20 Days) |
| 20 Years plus | 7.692 hours | 200 hours (25 Days) |
- B. No vacation leave may be taken during the first six months of employment.
- C. Vacation leave accrual rate changes take effect on the employee's anniversary date. For the purposes of this section "anniversary date" shall mean those one-year increments from the date of employment.
- D. Vacation leave does not accrue during any bi-weekly period while an employee is not working the entire period due to an unpaid leave.
- 33.3: Request for Vacation Leave
- A. A request for vacation leave shall be submitted in writing to the employee's immediate supervisor for signature and will proceed up the chain of command to the Police Chief.

- B. A request for leave shall not be granted if the employee has no accrued balance of vacation leave. Vacation leave shall not be used in advance of its being earned.
- C. The minimum charge against the accrued vacation leave balance is one (1) hour. One (1) hour shall be deducted from an employee's accrued vacation leave balance for each hour, or part thereof that an employee is actually absent from his/her duty station.
- D. Vacation leave shall not be taken in advance of its approval by the Police Chief or his designee.

33.4: Use of Vacation Leave

- A. Vacation leave may be used for the following reasons:
 - 1. Vacation
 - 2. Absences from duty for transaction of personal business that cannot be conducted outside of working hours.
 - 3. Religious holidays not designated as official holidays.
 - 4. Medical leave if sick leave balance has been exhausted.
 - 5. Any other absences not covered by existing leave provisions, at the discretion of the Police Chief.
- B. Any employee who becomes sick while on vacation leave may substitute accrued sick leave for vacation leave for the period of illness. Upon the request of the Police Chief or his designee, the employee shall supply appropriate certification from a physician as to the nature and duration of the illness.
- C. Employees will not be allowed to carry over from one fiscal year to the next more than two (2) years' worth of accrued vacation leave. If during the year the employee accrues more than two (2) years' worth of vacation leave, they will have until the last full payroll period in the fiscal year to bring their time balances down to the two (2) year maximum. If the employee does not bring the time balance down to the two (2) year maximum by the last full payroll period of each fiscal year, they will forfeit all hours in excess of the two (2) year maximum carryover. When a Department Head fails to grant vacation leave when requested in writing by an employee under the provisions of this article, vacation leave will continue to accrue beyond the limitations set forth above for the amount that had been denied. Proper documentation signed by the employee's department head will be forwarded to the Administrative Services Department where it will be kept on file indicating the reasons for not granting the requested leave.

33.5: Vacation Leave Cash-in:

- (a) Employees will not have the option of cashing in vacation.

33.6: Separation from Employment

Upon retirement, resignation, or other separation from the service of the City a regular full-time employee no longer on probation shall be entitled to be paid for the accrued balance of vacation leave at the rate of pay received by the employee on the date of separation.

33.7: Vacation Leave Buy-Back

- (a) Upon retirement, resignation, or other separation from City service, all regular full-time or regular part-time employees that are no longer on probation and were hired prior to October 1, 2011 shall be entitled to be paid for all of his/her unused accrued balance of vacation leave at the rate of base pay received by the employee on the date of separation.
- (b) Upon retirement, resignation, or other separation from City service, all regular full-time or regular part-time employees that are no longer on probation and were hired after October 1, 2011 shall be entitled to be paid for all of his/her unused accrued balance of vacation leave at the rate of base pay according to the following:
 - If separated before completing first year 0%
 - 1-5 years of completed service 25%
 - 6 years and above of completed service 50%

ARTICLE 34
SICK LEAVE

34.1: Eligibility – Only regular full-time employees are eligible for sick leave with pay.

34.2: Accrual of Sick Leave

- A. Regular full-time employees accrue leave at the rate of ninety-six (96) hours per calendar year. Sick leave is earned on a pro-rata bi-weekly basis. To clarify the rate at which an employee accrues sick leave the following table will be used.

Table #1:

Full Time Employees <u>Length of Service</u>	Bi-weekly <u>Accrual Rate</u>	Annual Leave <u>Hours Earned</u>
All years of service	3.692 hours	96 hours (12 Working Days)

- B. Sick leave does not accrue for any full pay period while an employee is on any unpaid leave of absence.

34.3: Request for Sick Leave

- A. An employee who is incapacitated and unable to work shall notify his/her supervisor prior to the employee's scheduled reporting time. The employee shall state the nature of the incapacitation, its expected duration, and expected period of absence. The employee shall repeat this procedure on each day he/she is unable to report to work, unless excused by the Police Chief or designee, or if the employee has a doctor's note excusing the employee for an extended period of time. The City reserves the right to request the employee go to another physician, at the City's expense, to verify the length of time needed to be out.
- B. An employee who is out of work for three (3) or more consecutive days shall, upon returning to work, submit to his/her supervisor appropriate written documentation for the sick leave, along with a doctor's note of the illness.

34.4: Use of Sick Leave

- A. Sick leave may be used for the following reasons:
1. Employee ill health;
 2. Maternity;
 3. Medical, dental, or optical treatment required during working hours;
 4. Quarantine due to exposure to infectious disease;
 5. Employee ill health while on annual leave;
 6. In connection with Worker's Compensation;
 7. For death in employee's immediate family to extend bereavement leave;
 8. Illness of an immediate family member requiring the employee to remain at home with ill family member.
- B. Whenever it appears that an employee abuses sick leave, such as consistently using sick leave immediately upon its being accrued or before or after holidays or scheduled days off, the employee shall be required to furnish proof of the necessity for the claimed absence due to illness. The City reserves the right to require a physician's certification in all cases of reported illness provided that the employee has been notified of being placed on sick leave abuse status. Failure to provide a physician's certification will result in no pay for the day(s) in question. Abuse of sick leave shall constitute grounds for disciplinary action, up to and including termination.

- C. Sick leave may not be used for absences due to illness or injury sustained while engaged in outside employment.
- D. Every employee entitled to sick leave benefits who has been employed for one (1) full fiscal year and who does not take any sick leave during that fiscal year, shall be given sixteen (16) hours pay calculated at their base rate, which payment will be made in the first full pay period in December.

34.5 Sick Leave Cash-in

Employees will have the option of cashing in up to eighty (80) sick leave hours per year if the following requirements are met:

- (a) The employee has a minimum balance of four-hundred eighty 480 hours after the cash-in.
- (b) Request for cash-in must be submitted to the Administrative Services Department by the last full payroll period of each fiscal year. Payment will be made within the first paycheck issued in December.

34.6: Separation from Employment:

- (a) Upon separation from employment in good standing (resignation or retirement with a two-week notice or medical separation) and was hired prior to October 1, 2011, the employee is eligible to be paid for his/her accrued balance of sick leave up to a maximum of 600 hours The percentage is as follows:

If separated before completing first year	0%
1 to 5 years of completed service	25%
6 to 10 years of completed service	50%
11 to 20 years of completed service	75%
Over 20 years of completed service	100%

- (b) Upon separation from employment in good standing (resignation or retirement with a two-week notice or medical separation) and was hired after October 1, 2011, the employee is eligible to be paid for his/her accrued balance of sick leave up to a maximum of 600 hours The percentage is as follows:

If separated before completing first year	0%
1 to 5 years of completed service	25%
6 years of completed service and above	50%

ARTICLE 35

PERSONAL LEAVE

35.1: Eligibility – Each regular full-time member shall be entitled to twenty-four (24) working hours of personal leave per year, plus an additional eight (8), ten (10) or twelve (12) working hours based on their assignment on October 1st.

- A Employees starting during the year will get a pro-rata portion of the personal leave hours. Those starting during the first three months of the fiscal year receive thirty-two (32), thirty-four (34) or thirty-six (36); the second three months twenty four (24), twenty-six (26) or twenty-eight (28); the third three months sixteen (16), eighteen (18) or twenty (20); and the last three months eight (8), ten (10) or twelve (12).
- B. Personal leave must be used by the last full pay period of the fiscal year.

ARTICLE 36
LEAVE OF ABSENCE

- 36.1: An employee may be granted a leave of absence with or without pay for a period not to exceed twelve months for good and sufficient reasons, which are considered to be in the best interests of the City.
- 36.2: Such leave shall require the prior approval of the Police Chief and the City Manager. Before such leave of absence will be granted, the employee must exhaust all vacation, compensatory time, personal leave and if appropriate, sick leave. Those employees requesting a leave of absence for medical reasons must submit a written Doctor's note stating the length of time they will be absent.
- 36.3: Except under unusual circumstances, voluntary separation from the City service in order to accept employment not in the City service shall be considered as insufficient reason for approval of a request for leave of absence without pay.
- 36.4: The leave of absence may be withdrawn by the City Manager, and the employee recalled to service if the need for the leave no longer exists.
- 36.5: An employee granted a leave of absence must submit a written status report monthly to the Police Chief advising his/her status. A copy of this written status report will be forwarded to the City Manager. Failure to comply with this requirement will result in cancellation of the leave of absence status, in which case the employee must return to duty or be terminated.
- 36.6: Failure of any employee to return to duty upon expiration of his leave of absence shall constitute the resignation of that employee.
- 36.7: Holidays, sick leave (unless its leave in accordance with FMLA), vacation leave, and any other benefits based on time spent in the employ of the City shall not accrue during a leave of absence, provided however, that the employee may maintain his health insurance program by paying the total cost of his group insurance program plus the administrative fee allowed by law. An employee on an approved leave of absence may continue to participate in the group insurance plans, provided all necessary payments of the total premiums are made by the employee. It is the employee's responsibility to keep premium payments current. The insurance premium payment must be made by the 20th of the preceding month in which it is due, If the premium payment is not made, coverage will be cancelled as of the beginning of the delinquent period. However, if coverage is cancelled, it may be reinstated upon the employee's return to active duty, consistent with the insurance plan requirements.
- 36.8: An employee may return from a leave of absence at the next available opening in his/her classification. An employee returning from leave of absence shall be paid at the same step of his salary grade as at the time of commencement of the leave of absence. Longevity increases, merit increases, and any other increases for which the employee may become eligible based, in whole or in part, on length of service with the City shall not be credited during any period of leave of absence in excess of thirty (30) days in any one calendar year. Said increases shall be started effective after the employee returns to active duty.
- 36.9 While an employee is on a leave of absence, accrual of classification seniority is suspended until the employee returns to active duty.

ARTICLE 37

GRIEVANCE PROCEDURE

- 37.1: In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that there will be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement, and grievances involving discharge, suspension, demotion, or any other adverse personnel action against an employee covered by this Agreement.
- 37.2: Every effort shall be made by the parties to settle every grievance as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next highest step. Should the grieving party fail to observe the time limits as set forth in the steps of this Article, his/her grievance shall be considered conclusively abandoned. All references to days in this procedure are to calendar days, unless otherwise specified. The time limits specified in this Article may be extended by mutual agreement in writing of the parties.
- 37.3: Where a grievance is general in nature, in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the P.B.A. and the City, such grievance shall be presented in writing, directly to the Police Chief, Step 3, within ten (10) days of the occurrence of the event(s). If the grievance has not been settled to the satisfaction of the grievant(s), then the grievance may be appealed to the City Manager, Step 5.
- 37.4: Grievances shall be presented in the following manner:
- Step 1. The grievant(s) shall present and attempt to resolve any grievance with the immediate supervisor within ten (10) days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the grievant(s) became aware of the cause of the complaint. If the event(s) which give rise to grievance occurred during the time when the grievant(s) was on vacation leave, sick leave, or other compensated leave, the ten (10) day period shall commence running immediately upon return to duty. The first step shall be on an informal and oral basis; however, the employee may arrange to have PBA representation present during the discussion. Within ten (10) days after the discussion, the immediate supervisor shall reply to the affected employee and P.B.A representative, in writing, of the decision.
 - Step 2. If the grievance has not been resolved to the satisfaction of the covered employee at Step 1, the grievance shall be reduced to writing on the standard grievance form, attached as Appendix A, signed by the employee and presented to the next level of supervisor, the Division Commander, no later than ten (10) days after the immediate supervisor's response was rendered in Step 1. The grievance as specified in writing shall be discussed by and between the employee, P.B.A. representative if applicable and the Division Commander within ten (10) days after the request for the Step 2 grievance hearing. The Division Commander shall reply to the affected grievant(s) in writing, of the decision within ten (10) days after the close of the meeting.
 - Step 3. If the grievance has not been resolved to the satisfaction of the grievant(s) at Step 2, the grievance may be appealed to the Police Chief no later than ten (10) days after the response was rendered in Step 2. General grievances applying to a number of employees and grievances directly from the P.B.A. may also advance to this Step, as noted in Section 37.3. The grievance as specified in writing shall be discussed by and between the employee(s) and P.B.A. representative if applicable and the Police Chief within five (5) days after the request to move the grievance to Step 3. The Police

Chief shall reply to the affected employee(s) and the P.B.A representative, in writing, of the decision within five (5) days after the close of the meeting.

- Step 4. If the grievance has not been settled to the satisfaction of the grievant(s) at Step 3, the decision may be appealed by presenting the written grievance to the Assistant Administrative Services Director – HR Manager no later than ten (10) days after receipt of the decision of the Police Chief or designee at Step 3. The Assistant Administrative Services Director – HR Manager shall conduct a meeting with the affected employee and a P.B.A. representative if applicable within five (5) days after receipt of the appeal and shall reply to the grievant(s), in writing, of the decision within five (5) days after the close of the meeting.
- Step 5. If the grievance has not been resolved to the satisfaction of the grievant(s) at Step 4, the decision may be appealed to the City Manager not later than ten (10) days after receipt of the Step 4 decision. General grievances applying to a number of employees and grievances directly from the P.B.A. may also advance to this Step from Step 3, as noted in Section 37.3. The City Manager shall meet with the affected grievant(s) and PBA Representative or other legal counsel within five (5) days after receipt of the grievance and shall reply to the grievant(s), in writing, within five (5) days after the close of the meeting.

37.5:

- A. Representatives of the City and P.B.A. shall acknowledge receipt of grievances by signing and dating the form when presented or received.
- B. Any grievance not advanced by the grievant(s) to the next higher step within the time limits provided shall be considered settled on the basis of the answer most recently given. If the City does not answer a grievance within the time limits provided, the grievant(s) may elect to treat the grievance as denied at that step and immediately advance the grievance to the next step.
- C. No action or matter shall be considered the subject of a grievance unless a written complaint is made within ten (10) days of its occurrence or within ten (10) days from the time the aggrieved employee(s) became aware or by use of reasonable diligence should have become aware of the cause for complaint. The City shall not be subject to any liability for any period more than ten (10) days prior to the date the grievance was filed in writing.
- D. In the event the grievance involves a group of employees who do not have the same immediate supervisors, the grievance shall first be presented to the Police Chief as indicated in Step 3 of this procedure. The subsequent steps of the grievance procedure as outlined in this Article shall then apply.
- E. All employees shall have the right to participate in this grievance procedure without regard to membership or non-membership, except that in accordance with Florida Statutes 447.401, the P.B.A. shall not be required to process grievances of non-members. In the event that a non-member files a grievance, the P.B.A. is entitled to send a representative to each step to ensure that the integrity of the Agreement is upheld.
- F. The P.B.A. shall have the right to initially file grievances in the third step of the grievance procedure and advance to the fifth step if they choose in any non-disciplinary matter involving the interpretation or application of this Agreement, provided however, that this right shall be strictly limited to those matters where the P.B.A. can factually demonstrate:
 - a. That the matter is covered by a provision of the Agreement; and
 - b. That the matter involves the interpretation or application of that provision; and
 - c. The grievance does not seek to add to or subtract from any provision of this Agreement.

ARTICLE 38

ARBITRATION

- 38.1: If no satisfactory agreement of a grievance has been reached under the procedure in Article 37, and the grievance or dispute relates to the determination of rights and obligations conferred or created by this Agreement, and a written request for arbitration is made within fifteen (15) calendar days after the final answer in Step 5 of the grievance procedure, such dispute shall be submitted for final and binding arbitration in accordance with the following procedure.
- 38.2: The City and the grievant(s) shall, within ten (10) calendar days of the request to arbitrate, meet to mutually agree upon an arbitrator. In the event an impartial arbitrator cannot be mutually agreed upon, the parties may select an arbitrator from a Federal Mediation and Conciliation Service (FMCS) panel or panels of not less than seven (7) names. In the event that either party, before striking of names occurs, feels that the panel is unsatisfactory, that party shall have the right to request one (1) additional panel. Within ten (10) calendar days of receipt of the panel, the arbitrator shall thereafter be selected from the panel of arbitrators by alternate striking of names until one (1) name remains. The party who strikes first shall be determined by the toss of a coin by the City. The City will promptly notify the arbitrator of the appointment.
- 38.3: The arbitration shall be conducted at City facilities within the City of Sebastian and under the rules set forth in this Agreement and shall proceed as follows:
- 38.4: Upon notification of appointment, the arbitrator shall communicate with the parties as soon as practicable to arrange for the date and place of hearing; or, if questions of material fact are not at issue, to arrange for the joint submission of stipulations of fact and relevant documentation concerning the grievance..
- 38.5: If no hearing is to be conducted, each party shall submit to the arbitrator its statement of position regarding the grievance. Prior to the date of hearing or submission of documents, the parties shall, jointly or separately, provide the arbitrator with a written statement of the issue or issues to be resolved in the arbitration proceeding.
- 38.6: The arbitrator shall have exclusive jurisdiction and authority to resolve grievances as defined in this Agreement. The arbitrator shall have the authority to issue subpoenas enforceable in any court of competent jurisdiction and shall administer oaths to all witnesses testifying in any proceeding.
- 38.7: The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto.
- 38.8: The arbitrator shall have no power to consider or rule upon any matter which is stated in this Agreement not subject to arbitration or which is not a grievance as defined in this Agreement or which not covered by this Agreement.
- 38.9: Except as provided in Section 3.2, the decision of the arbitrator shall be based solely upon the evidence and arguments presented by the respective parties in the presence of each other.
- 38.10: Upon timely notice prior to the scheduling of hearings and when mutually agreed, the consolidation of one (1) or more grievances based upon similar circumstances for hearing and resolution before the same arbitrator shall be permitted.
- 38.11: The arbitrator shall render a decision not later than thirty (30) calendar days after the conclusion of the final hearing. The findings of the arbitrator made in accordance with the jurisdictional authority under this Agreement shall be final and binding on the parties. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings and conclusions on the issues submitted unless agreed in writing by the parties.
- 38.12: The party claiming misinterpretation or misapplication of this Agreement shall have the burden of proving its contention by a preponderance of competent evidence.

- 38.13: This Agreement constitutes a contract between the parties that shall be interpreted and applied by the parties and the arbitrator in the same manner as any other contract under the laws of the State of Florida. The function and purpose of the arbitrator is to determine disputed interpretations of terms actually found in the Agreement or to determine disputed facts upon which the application of the Agreement depends. The arbitrator, therefore, shall not have the authority to change the intent of the parties as determined by generally accepted rules of contract construction. The arbitrator shall not render any decision, which, in practical or actual effect, modifies, revises, detracts from, or adds to any of the terms or provisions of this Agreement.
- 38.14: The costs for the services of the arbitrator shall be borne by the losing party. The parties shall bear the costs of their own representatives and witnesses. One (1) P.B.A. representative who is on duty shall be entitled to attend arbitration hearings at straight time rates. Either party desiring a transcript of the arbitration hearing shall be responsible for the cost of the transcript unless otherwise agreed to, in writing, by the parties.

ARTICLE 39

PERFORMANCE RATING REVIEW

The City and the P.B.A. agree that the Police Department's General Orders governing Performance Rating Review will be followed for the life of this agreement.

ARTICLE 40

GROUP HEALTH INSURANCE

- 40.1: During the term of this Agreement (October 1, 2016 – September 30, 2019), all regular full-time employees who participate in the group insurance coverage, agree to pay twenty-five (\$25.00) per month towards the premium for group insurance coverage. The City agrees to pay the remainder of the premium to provide individual group insurance coverage to all eligible employees.
- 40.2: In the event that the premium rate for dependent group coverage increases, the Employer agrees to notify the P.B.A. as soon as is practicable. The P.B.A. agrees that the Employer may, at its discretion, obtain substitute insurance coverage from another carrier or require each covered employee to contribute his/her pro-rata share of the increased premium cost for dependent coverage, whichever may be applicable. In the event that the carrier increases the premium rate for dependent group insurance coverage, the parties agree to abide by Sections 40.3 and 40.4 of this article.
- 40.3: Any eligible employee who elects to participate in the group insurance dependent coverage option plan will pay no more than sixty percent (60%) of the cost of the premium. The insurance premium may change each fiscal year based on renewal rates. The employee shall pay any additional supplemental insurance that is optional coverage to the employee.
- 40.4: The City will pay no less than forty (40%) of the costs of single coverage group (health only) insurance for up to two (2) years of eligible employees who leave the City after being employed by the City for twenty (20) years in a continuous full-time capacity. This means the retired employee who has 20 years of continuous service will pay no more than sixty percent (60%) of the insurance premium for single coverage. The insurance premium may change each fiscal year based on renewal rates.

ARTICLE 41

CLOTHING MAINTENANCE, EQUIPMENT AND VEHICLES

- 41.1: The present practice of the City's Police Department in regard to furnishing uniforms shall be continued. The City will provide the required equipment as needed at no cost to the employee.
- 41.2: Any employee who shall receive breakage, loss or damage to any of above listed equipment, in the line of duty, shall have such equipment replaced at no charge to the bargaining unit member.
- 41.3: Personal equipment which is lost, broken or damaged, in the line of duty, shall be replaced according to the following schedule; wrist watch, not to exceed replacement cost or \$60, whichever is less; eyeglasses up to \$200; and miscellaneous items not to exceed \$100 in the aggregate. As to all items listed, each employee shall submit a detailed list of such items, including miscellaneous items, for filing with the Police Chief. Items not listed shall not be replaced at the cost of the City. When any such item is changed, it is the responsibility of the employee to amend his/her list on file with the Police Chief.
- 41.4: Each employee will receive \$45.00 per month for uniform cleaning, unless the employee is on a leave of absence for any extended period.
- 41.5: The City agrees to provide take home vehicles to all bargaining unit members who have completed their field training program and are operating as solo officers. This vehicle take home program will be extended to all bargaining unit members who reside within a 20-mile radius of the Sebastian Police Department. The Police Chief may waive the 20-mile restriction. Police Vehicles assigned to a police officer becomes that officer's responsibility. It will be the officer's responsibility to maintain the vehicle in a clean and orderly condition and to ensure all scheduled or needed maintenance is performed. Each police vehicle shall be checked by the assigned police officer in accordance with departmental policy prior to each shift and the check-off log filed with the Shift Commander. Bargaining Unit members will be denied the use of a city take home vehicle in those instances wherein a member has been found to have violated a Department policy or due to a shortage of operable vehicles where no pool cars are available. If the bargaining unit member fails to properly maintain his or her vehicle, then the Police Chief can suspend the vehicle take home privilege of that member.
- If a vehicle driver finds any fault in the vehicle that might constitute a safety hazard, the driver shall immediately advise his/her Shift Commander. If the Shift Commander agrees, the vehicle will not be returned to duty until the safety hazard(s) are eliminated.
- 41.6: Patrol vehicles will contain equipment in accordance with Departmental Policy.
- 41.7: Ballistic vests will be worn in accordance with departmental policy. Ballistic vests shall be tailored to each individual officer. An officer may be excused from wearing a ballistic vest for medical reasons as determined by a physician selected by the City.

ARTICLE 42

EDUCATION REIMBURSEMENT

Reimbursement of education expenses by the City of Sebastian for approved educational or training programs will be in conformance with the following:

- 42.1 Eligibility for Participation in Tuition Payment Plan – All regular full-time employees are eligible for participation in the City's Tuition Payment Plan up to the limit of the funds available for education. This program is available only to employees who have successfully completed their one-year probationary period.

- 42.2: Tuition Payment Plan – The City of Sebastian will, upon approval of the Police Chief, the City Manager, and the City Administrative Services Director, pay tuition of regular full-time employees for any eligible training or educational program/course. An eligible training or educational program/course is one that, in the judgment of the Administrative Services Director, the City Manager, and the Police Chief, is directly related to the employee’s current position or to a related higher position, and which will improve performance in a current position or which constitutes preparation for promotion to related higher responsibilities. Post graduate (ex. Master’s, Doctorate, etc.) programs are not included within the tuition payment plan.
- 42.3: Application Procedure – An employee desiring to participate in the City’s Tuition Payment Plan shall submit an application fifteen (15) working days in advance to the Police Chief requesting approval for Plan participation. If the Police Chief recommends the education program, his recommendation will be forwarded to the Administrative Services Director and the City Manager for final approval.
- 42.4: Course Completion – If the employee achieves a grade of “C” or better in a course which is graded -- or if the employee receives a “pass” in a course which is graded on a pass/fail basis – he/she will submit an official copy of his/her grades along with proof of his/her payment for tuition, required books, or lab fees to the Police Chief. Reimbursement for tuition shall be made in accordance with City policy for reimbursements. The employee’s personnel record will be documented with his/her education achievement. Textbooks shall become City property at the completion of the course and turned over to the Police Chief or his designee.
- 42.5: Transportation – Transportation under the Tuition Payment Plan shall be at the employee’s expense.
- 42.6: The reimbursement shall be available for a maximum total of twenty-four (24) semester hours or thirty-two (32) quarter hours in any one (1) fiscal year period for eligible regular employees pending budget authorization and availability of funds. The maximum tuition rate to be reimbursed for participating in the City’s Tuition Payment Plan for college-level courses is that established annually by the State Legislature for state supported schools. Should an employee select to attend a non-State school, he/she is responsible for the difference in tuition. Any employee receiving a scholarship or grant for education will not be eligible for the education reimbursement funds if the funds exceed the City’s tuition.
- 42.7: Service Requirement –Employees who are reimbursed for such courses, agree to remain employed by the City of Sebastian for at least two (2) years after completion of the course(s). Should an employee leave the City service within two years after completion of the course(s), he/she is required to return any payments to the City or it will be deducted from his/her final paycheck.
- 42.8: City Mandated Education Courses – If the City requires an employee to attend an educational course, seminar or conference, the City shall pay tuition, transportation, and meals and lodging in accordance with the City’s Travel Policy.

ARTICLE 43
HEALTH & SAFETY

- 43.1: CONTAGIOUS DISEASES
- The City shall provide each employee with vaccination series for Hepatitis at no expense to the employee.

ARTICLE 44
TRAINING

- 44.1: The City agrees to make a good faith effort to promote on-the-job training for the purpose of improving the performance of employees, aiding employees to equip themselves for advancement to higher positions and greater responsibilities, and improving the quality of service rendered to the public.
- 44.2: Where the City requires any employee to attend supervisory training and/or training in specialized techniques, the City will make every reasonable effort to facilitate the employee attending such training during his/her normal working hours. In the event the City is unable to schedule the employee to attend such training during his/her normal working hours, the employee shall be required to attend such training during his/her off-duty hours; provided, however, that the time spent by the employee in such training during his/her off-duty hours shall be compensated in accordance with Article 27 of this Agreement. Travel time shall not be compensated.
- 44.3: All sworn officers will be required to train and qualify with their service weapon on a semi-annual basis. A certified arms instructor shall conduct the training. The City shall furnish all ammunition and safety equipment. Any employee required to attend such training during his/her off-duty hours will be compensated in accordance with Article 27 of this Agreement. Travel time shall not be compensated.
- 44.4: The City may provide the employees with a library of current publications pertaining to Florida Law Enforcement.

ARTICLE 45
OFF-DUTY EMPLOYMENT

- 45.1: Outside Employment shall be controlled by the City's Standard Operating Procedures and departmental general orders. No City uniform shall be worn or any City equipment used.
- A. Any employee desiring to pursue outside employment shall submit designated form to the Police Chief for approval. The Police Chief shall review and respond within a reasonable time period.

ARTICLE 46
SUBSTANCE ABUSE TESTING

- 46.1: The City and the P.B.A. agree to abide by a Drug Free Workplace as provided for in Florida Statute.
- 46.2: An employee subject to drug testing for reasonable suspicion shall be placed on administrative leave with pay pending the laboratory results of the test.
- 46.3: Employees agree to participate in a random drug screening.

ARTICLE 47
SAVINGS CLAUSE

- 47.1: If any article or section of this Agreement should be determined to be in conflict with any existing or subsequently enacted State or Federal legislation or judicial decision, all other articles and sections of this Agreement shall remain in full force and effect with it being presumed that the intent of the parties herein was to enter into the Agreement without such invalid portion(s).

- 47.2: In the event of such determination, the City agrees to notify the P.B.A. of its intent to implement such change within fifteen (15) days of such notice. The P.B.A. shall have the right to appeal such determination within thirty (30) days of such notice to the appropriate court. During the time of such appeal, the City will effect no change in the Agreement until such appeal has been resolved by the appropriate court within the State or Federal Judicial System.
- 47.3: In the event of invalidation of any article or section, the parties agree to meet within thirty (30) days of such determination for the purpose of negotiating a replacement for such article or section.

ARTICLE 48

RETIREMENT

- 48.1 All current benefits under the Sebastian Police Pension Plan shall remain the same for employees hired by the City prior to October 1, 2011. The City shall contribute to the Plan as required by law to ensure that the Plan is funded on a sound actuarial basis.
- 48.2 Employees, who were employed by the City prior to October 1, 2011, shall contribute to the Sebastian Police Pension Plan eight percent (8%) of their eligible earnings.
- 48.3 All employees hired on or after October 1, 2011 shall receive the current benefits under the Sebastian Police Pension Plan, except the retirement factor shall be two percent (2%). The City shall contribute to the Plan as required by law to ensure that the Plan is funded on a sound actuarial basis.
- A. The City shall adopt such legal measures as necessary to make the retirement factor three percent (3%) for service time accrued after October 1, 2016.
- B. The parties shall approve a mutual consent agreement (Exhibit "A") to deviate from Florida Statute 185.35(1), as provided in 185.35(1)(g), to use all available premium tax revenues established under Florida Statute Chapter 185.08 toward the future cost of the increased retirement factor and certain other benefit improvements, including a DROP program, Military and time served for other employers and a COLA provision.
- 48.4 Employees hired on or after October 1, 2011, shall contribute five percent (5%) of their eligible earnings to the Sebastian Police Pension Plan. Upon adoption of the retirement factor of three percent (3%), their contribution shall be increased to eight percent (8%) of their eligible earnings.
- 48.5 Any payment made to employees, pursuant to Articles 33.2, 33.6 and 34.5, for accrued vacation and/or sick leave shall not be used in calculating pension benefits, unless those hours were accrued prior to October 1, 2011. If an employee accrued vacation and/or sick leave prior to October 1, 2011, those hours shall be calculated into the pension benefit formula, at the time of separation, in accordance with the following provisions:
- A. As part of the pension calculation formula, the employee's rate of pay in effect on October 1, 2011 shall be the hourly wage factor.
- B. As part of the pension calculation formula, provisions from Articles 33 and 34, which govern maximum vacation and/or sick leave accruals, shall be in effect for potential benefit accruals.
- C. Vacation and/or sick leave accruals eligible for the pension calculation shall be capped at an amount equal to eligible accruals as realized by the employee on October 1, 2011 or the accruals paid upon termination, whichever is less. Should vacation and/or sick leave accruals decrease below the capped amount, accruals used for the pension calculation shall not increase and the lower accrual amount will be used in the pension calculation formula.

D. Exhibit "B" represents the eligible and capped vacation and/or sick leave accruals that may be used in the pension calculation formula. The chart shall be updated on an annual basis or upon retirement to ensure an accurate pension benefit calculation. Only employees listed in Exhibit "B" shall be eligible to apply accruals in the pension benefit formula.


ARTICLE 49
DURATION OF AGREEMENT, DATES


- 49.1 This Agreement shall become effective upon the date of ratification by the parties, and shall remain in full force and effect until 12:00 midnight on September 30, 2019.
- 49.2 All terms and conditions last in effect at the expiration of this agreement shall be automatically renewed from year to year thereafter unless either party has given written notice to the other on or before July 15th of any year in which the Agreement may expire.


IN WITNESS WHEREOF, the parties hereto have set their hands, this 19th day of September, 2016.

**COASTAL FLORIDA
POLICE BENEVOLENT ASSOCIATION**

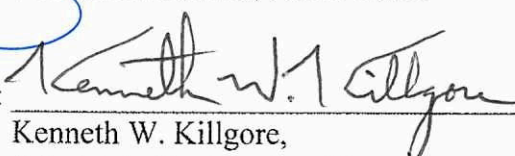
CITY OF SEBASTIAN, FLORIDA


By: 
Kimberly Kilpatrick, President

By: 
Joe Griffin, City Manager

By: 
Al Boettjer, Chief Negotiator


By: 
J. Michelle Morris, Police Chief

By: 
Kenneth W. Killgore,
Administrative Services Director

By: 
Cynthia R. Watson,
Human Resources Manager

Approved as to form and content:

Attest: 
Jeanette Williams, City Clerk

By: 
Robert Ginsburg, City Attorney

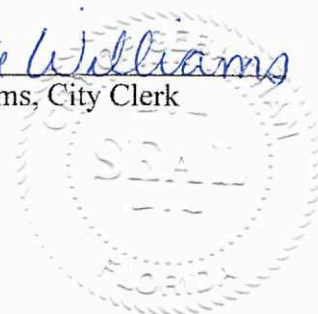


EXHIBIT "A"



HOME OF PELICAN ISLAND

MUTUAL CONSENT AGREEMENT BETWEEN
THE CITY OF SEBASTIAN
AND

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (P.B.A.)

Be it hereby known that the City of Sebastian and Coastal Florida Police Benevolent Association, Inc. (P.B.A.), the Parties, have executed this Mutual Consent Agreement in compliance with provisions of Florida Statute 185.35(1)(g), permitting deviation from provisions of Florida Statute 185.35(1) by mutual consent of the Parties. Such mutually agreed deviation shall continue until modified or revoked by subsequent mutual consent of the City of Sebastian and Coastal Florida Police Benevolent Association, Inc. (P.B.A.).

Whereas the Police Pension Plan continues to meet minimum benefits and minimum standards and the City intends to consider implementing certain improvements to the benefits provided by the Police Pension Plan, the Parties hereby consent to using all available premium tax revenues established under Florida Statute Chapter 185.08 toward the future costs of said benefit improvements. Furthermore, the parties recognize that those revenues shall not be used to fund defined contribution plan component benefits.

IN WITNESS WHEREOF, the Parties hereto have set their hands, this 19th day of September, 2016.

COASTAL FLORIDA
POLICE BENEVOLENT ASSOCIATION

By: [Signature]
Kimberly Kilpatrick, President

By: [Signature]
Al Boettjer, Chief Negotiator

CITY OF SEBASTIAN, FLORIDA

By: [Signature]
Joe Griffin, City Manager

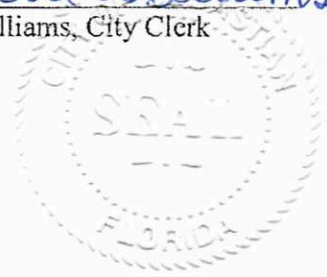
By: [Signature]
J. Michelle Morris, Police Chief


By: [Signature]
Kenneth W. Killgore,
Administrative Services Director

By: [Signature]
Cynthia R. Watson,
Human Resources Manager

Attest: [Signature]
Jeanette Williams, City Clerk

Approved as to form and content:
By: [Signature]
Robert Ginsburg, City Attorney



CITY OF SEBASTIAN					 SEBASTIAN HOME OF PELICAN ISLAND		
POSITION CLASSIFICATIONS AND PAY SCALE - PBA - SWORN OFFICERS							
2016 - 2017							
CLASSIFICATION	POSITION	MINIMUM	MIDPOINT	MAXIMUM	HOURLY MINIMUM	HOURLY MIDPOINT	HOURLY MAXIMUM
PD51	Officer	\$40,608.00	\$54,552.78	\$71,348.25	\$19.5231	\$ 26.2273	\$34.3020
	Detective						
PD52	Sergeant	\$51,356.68	\$68,992.56	\$90,233.68	\$24.6907	\$ 33.1695	\$43.3816