

## **PREAMBLE**

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

## **ARTICLE 1**

### **RECOGNITION**

1.1 The Employer hereby recognizes the Coastal Florida Police Benevolent Association, Inc. as the collective bargaining agent for all its sworn law enforcement officers in the ranks of Police Officer, Sergeant, and Lieutenant in accordance with certification #1642.

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

## **ARTICLE 2**

### **NON-DISCRIMINATION**

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

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

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

## **ARTICLE 3**

### **PROHIBITION OF STRIKES**

The Association agrees not to violate the Strike Provision of the Florida Constitution and Florida Statute 447. The City has the right to discharge anyone who violates the Act.

## ARTICLE 4

### MANAGEMENT RIGHTS

4.1 The Association recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities and the powers or authority which the City has not officially abridged, delegated, or modified by this Agreement; provided that actions taken by the City are not in conflict with the provisions of this Agreement.

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

- a. To manage and direct the employees of the City.
- b. To hire, promote, transfer, assign, and retain employees in positions with the City.
- c. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- d. To relieve employees from duties because of lack of work, or funds, or other legitimate reasons.
- e. To maintain the efficiency of the operations of the City.
- f. To determine the methods, means, and personnel by which such operations are to be conducted.
- g. To determine the organization of City government.
- h. To determine the number of employees to be employed by the City.
- i. To determine the number, types, and grades of positions or employees assigned to an organizational unit, department, or project.
- j. To administer internal security practices.
- k. To determine those matters covered by the Personnel Rules and Regulations.
- l. To introduce new or improved methods or facilities.
- m. To change existing methods or facilities.
- n. To contract or subcontract for goods and services.
- o. To maintain such other rights, normally consistent with management duties and responsibility for operating the City.
- p. To classify and reclassify positions and employees.

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

## **ARTICLE 5**

### **DUES DEDUCTIONS**

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

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

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

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

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

## **ARTICLE 6**

### **SPECIAL MEETINGS**

6.1 In the event either party desires to modify a certain Article contained in this Agreement, by mutual consent, a letter of agreement may be drafted and signed by the parties to supersede such Article or provision. Approval of the MOU for the CFPBA shall be by the CFPBA President and/or ratification of the bargaining unit members as determined by the CFPBA's General Counsel.

6.2 During special meetings agreed to by the City, the City agrees that the Association representative, when meeting on City time, shall not suffer loss of pay during these meetings.

## ARTICLE 7

### INTERNAL INVESTIGATIONS, DISCHARGE AND DISCIPLINE

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

7.2 Upon the conclusion of any disciplinary action against a member, final discipline shall be decided and put in writing on the disciplinary charge sheet prior to the disciplined member signing the document to either accept or grieve the discipline.

The Supervisor shall not discuss with the member any proposed disciplinary action prior to the final disciplinary action taken.

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

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

7.5 A copy of any disciplinary action will be given to the unit member being disciplined and a scanned copy will be emailed to the Association via the current staff representative. The member will sign the form to acknowledge receipt. A copy will be placed in the unit member's City Personnel file. A unit member has the right to prepare a written response pursuant to Florida Statute §112.533(3). The response will be placed in the member's City Personnel file.

7.6 Unit members are entitled to inspect and copy their personnel files and any internal investigation files which are not confidential by law. The City will supply these documents as soon as reasonably possible. If the member is the subject of a pending disciplinary action, upon request, the member will be provided a copy of the internal investigation file that gave rise to the disciplinary action at no cost to him. Copies of other documents will be provided at the member's expense.

7.7 No bargaining unit member shall be required to submit to a polygraph test or computerized voice stress analyzer as a condition of continued employment.

7.8 When written reprimands and suspensions are used in determining subsequent progressive disciplinary action, frequency of violation/offenses within a period of eighteen (18) months should be applied, unless aggravating or mitigating circumstances exist. This provision is limited to determining the appropriate level of disciplinary action and will not preclude either the Association or the City from introducing a member's prior disciplinary history in any grievance/arbitration proceeding.

7.9 Suspensions without pay shall not be imposed until the bargaining unit member has exhausted his appeal of said discipline or the time limits for said appeals have expired.

## ARTICLE 8

### GRIEVANCE PROCEDURE

8.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of the specific terms of the Agreement.

8.2 Definitions:

(A) A grievance within the meaning of this contract shall consist of a dispute about alleged misinterpretations or misapplications of particular clauses of this Agreement and about alleged violations of this Agreement. The Association may file a grievance on behalf of a member of the bargaining unit, a group of members of the bargaining unit, or the Association itself. Bargaining unit members may file a grievance with or without the Association representing the unit members; however, no other labor organization that is registered with the state of Florida may represent a unit member in this grievance procedure.

(B) Days – shall mean calendar days. However, if the last day of any time limit specified herein falls on a holiday or weekend, the time limit shall extend until the end of the next business day (Monday through Friday).

(C) Management responses – all responses to the grievance by management shall be in writing and transmitted to the grievant and the Association. Any denial or partial denial of a grievance by management shall contain the specific reason(s) for such denial.

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

Step 1. The grievant shall present in writing the grievance to the Commander in his chain of command, or in the case where the Association files a grievance, to the Commander who has the jurisdiction to hear the grievance within 10 days of the occurrence of the action giving rise to the grievance, or when the unit member/Association knew or should have known of the event given rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. Management's decision will be communicated to the grievant, as outlined in 8.2(C) within 10 days from the date the grievance was first presented to him.

Step 2. If the grievance is not settled at the first step, the grievant, within 10 days of the answer in the first step, shall present it to the Chief of Police. The Chief of Police shall investigate the alleged grievance and shall, within 10 days of receipt of the written grievance, conduct a meeting between himself, his representative if needed, and the grievant. The grievant may be accompanied at this meeting by an Association representative. The Chief of Police shall notify the grievant of his decision not later than 10 days following the meeting.

Step 3. If the grievance is not settled, the grievant, within 10 days, shall present the written grievance to the Human Resources Manager at [human.resources@mlbfl.org](mailto:human.resources@mlbfl.org). The Human Resources Manager shall investigate the alleged grievance and shall meet with the grievant and Association representative within 10 days after receipt of the grievance. The Human Resources Manager shall obtain the facts and forward his recommendations to the City Manager within 10

days after the meeting. The City Manager shall have 10 days to consult with any of the parties involved and render a decision in writing pursuant to this Article.

Step 4. Arbitration - If the grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedure, either party may request arbitration in writing no later than 16 calendar days after the response was due in Step 3 of the grievance procedure.

(A) The parties agree to utilize an impartial neutral arbitrator from the Federal Mediation and Conciliation Service (FMCS). The party requesting arbitration shall request a list of seven (7) arbitrators from the FMCS. Each party may request one (1) new list. The party requesting arbitration shall make the first strike. Thereafter, the parties shall alternately strike from the list until one (1) remains. The parties may waive striking if they can mutually agree to an arbitrator on the list.

(B) The arbitration shall be conducted under the rules set forth in this Agreement. Subject to provisions contained herein, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in this Article, and to enforce compliance with the terms and conditions of the Agreement. Unit members who are not represented by the Association shall have the opportunity to process grievances to arbitration subject to the limitations set forth in this Agreement provided, however, such member proceeding without the assistance of the Association shall be required to post a bond in escrow with the City in an amount calculated to cover the cost of arbitration in the event that the unit member is assessed his portion of the cost of arbitration, and in no event less than \$2,500.

(C) 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 any amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this Agreement. The arbitrator may not issue declaratory or advisory opinions and shall confine himself exclusively to the question which is presented to the arbitrator, which question must be actual and existing. Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within 20 calendar days of the hearing and shall be final and binding upon both parties.

(D) It is contemplated that the City and the employee shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing, and if this is done, the arbitrator shall confine his decision to the particular matter thus specified. In the event of the failure of the parties to so agree on a statement of issue to be submitted, the arbitrator shall confine his consideration to the written statement of the grievance presented in Step 1 of the grievance procedure.

(E) Where there is an issue regarding arbitrability, it is understood that the issue will resolve separate and apart from the merits of the grievance. Issues of arbitrability shall be resolved by the arbitrator prior to the consideration of the substantive merits of the grievance. Should the matter be found to be arbitrable, either party may request selection of another arbitrator to consider the substantive merits of the grievance.

(F) Each party shall bear the expense of its own witnesses and its own representative. The non-prevailing party, who will be determined by the arbitrator, shall bear the entire expense of

the arbitrator. If the arbitrator's decision is split, the expense of the arbitrator shall be divided equally among the parties. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of same.

8.4 The times indicated on all steps may be extended by mutual written agreement.

8.5 When a grievance is reduced to writing there shall be set forth therein:

- a. The grievance shall be filed on the appropriate grievance form signed by the Union (see Appendix "B");
- b. A complete statement of the grievance and facts as known at the time of filing the grievance, upon which it is based;
- c. The section or sections of the Agreement that are alleged to have been violated; and
- d. The remedy of correction requested.
- e. A grievance may be transmitted to the appropriate step for processing either via email or by hard copy.

8.6 A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City to answer within the time limit set forth will advance the grievance to the next step.

8.7 In settlement of any grievance resulting in retroactive adjustment, such adjustment shall not be made retroactive any further than the date of the occurrence giving rise to the grievance.

8.8 Upon acceptance of the punishment or the exhaustion of the grievance process, and within sixty (60) days of the last step as allowed by the disciplinary process, disciplined members shall be contacted by their immediate supervisor to schedule their suspension.

8.9 A written reprimand is considered a non-punitive action and may only be grieved by a unit member through Step 3 of the grievance procedure. All other forms of discipline shall be grievable in accordance with the Article.

## **ARTICLE 9**

### **CONTRACT DISPUTES**

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

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

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

## **ARTICLE 10**

### **EMPLOYEE SECURITY**

10.1 Unfounded complaints will be maintained within the Internal Investigations files and tracked through Internal Investigations log.

10.2 If a Police Officer is suspended during a criminal investigation, he may, at the sole discretion of the Chief of Police, continue to be paid at his normal rate until reinstatement, resignation, conviction, or termination. If the conviction is appealed and reversed, the Police Officer shall be reinstated to his former position with back pay, fringe benefits, seniority, and any other benefits.

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

10.4 Upon reasonable request, any unit member shall have the right to inspect his personnel records during the hours of operation of the Human Resources Department located at City Hall, 900 E. Strawbridge Avenue, Melbourne, Florida 32901. Hours of operation are 8:30 a.m. to 5:00 p.m.

## **ARTICLE 11**

### **SENIORITY**

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

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

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

- a. Voluntary termination.



- b. Dismissal for cause.
- c. Layoff exceeding one (1) year.
- d. Absence without authorized leave for three (3) consecutive working days without notifying the Chief of Police or designee.
- e. Failure to return from Military Leave within the time limits prescribed by law.

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

11.4 Eligibility for shift assignment will be based primarily on seniority, in three respective components:

- a. Date of Hire as a sworn police officer by the Melbourne Police Department.
- b. Date of promotion to a supervisory position in that classification.
- c. For the purpose of determining seniority within the following specialized units or assignments, time within the unit or assignment will determine seniority. A specialized unit or assignment for the purpose of this Article is defined as one of the following: Detectives, Special Investigations Unit, SWAT Team, Dive Recovery Team, Crisis Negotiations Team, Community Response Team, Selective Traffic Enforcement Unit, and Canine Unit.
- d. Tie Breakers:
  - 1. If two (2) or more officers were hired on the same day, preference will be given by a drawing.
  - 2. If two (2) or more officers were promoted on the same day, the Chief of Police will indicate who is more senior in writing. Preference will be given by final ranking on the promotion eligibility list and then by drawing, if necessary.

11.5 Police Officers who voluntarily terminate and are re-hired within one-hundred eighty (180) days shall be restored to the same grade and step for wages that they had at the time of separation. Police Sergeants and Police Lieutenants who voluntarily terminate and are re-hired within one-hundred eighty (180) days shall be placed in a Police Officer position at a Police Officer grade and step closest to, but not to exceed the wages such individual had at the time of separation. Seniority for re-hired unit members shall be based on their date of re-hire. Re-hired members will be subject to the probationary requirements of Article 12 of this Agreement applicable to newly hired unit members.

11.6 A newly hired Police Officer with prior certified law enforcement experience may be hired into the salary schedule above the minimum rate of pay based on years of service as a certified law enforcement officer. The rate of pay for the newly hired law enforcement officer shall be at the sole

discretion of the Chief of Police and will not exceed step 4 in the pay grade. The rate of pay will be determined based on years of service, size of agency, and functions performed by the new employee as well as a comparison to the officers within the agency and their longevity in law enforcement and functions performed. The decision of the Chief of Police is final and not grievable by the Association or the employee. The City, in its discretion, may pay an additional bonus, amount and schedule to be decided by the City, as an inducement in their recruitment program.

## ARTICLE 12

### PROBATIONARY PERIOD

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

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

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

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

## ARTICLE 13

### LAYOFF PROCEDURE

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

13.2 Temporary and Probationary Employees: No unit member shall be laid off while there are temporary and probationary unit members serving in the same classification within the same department.

13.3 Procedure: Reduction in force by layoff shall be in order of seniority with the unit member with the least seniority being laid off first. Layoff shall include the right of senior members of the bargaining unit in higher ranked positions to "bump" or roll back members of the bargaining unit in lower classifications who possess less seniority. Recall shall be in reverse order of layoff. Members will be offered the opportunity to return to a higher rank after a roll back and will not be subject to additional testing. This return to a previous rank shall be in the reverse order in which the members vacate the rank (last out is first to return). There is no option to "pass" on a return to rank until a later period. If a member rejects a return to rank, the member will have to compete for a future promotional vacancy. Notice of recall shall be

sent by hand delivery, certified mail, or other appropriate manner to the laid off unit member at his last known address. If the unit member fails to respond within five (5) calendar days from the date of receiving the notice of recall confirming his intent to return within another five (5) calendar days, he shall not be entitled to recall or further recall rights. A unit member will be kept on the callback list for one (1) year. After this period, the unit member shall have no right to recall. No new bargaining unit members shall be hired until all members of the bargaining unit on layoff have been returned or given the opportunity to return to work.

## ARTICLE 14

### EMPLOYEE REPRESENTATION AND UNION ACTIVITIES

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

#### 14.2 Labor/Management Meetings

(A) There shall be a Labor Management Committee established to consist of the Chief of Police or designee, two (2) members appointed by the Chief of Police, and any three (3) Union representatives from the Melbourne Police Department and the Association staff representative. The Union representatives shall be selected by the Association President and the Chief shall be notified of said Union representatives who will be attending the meeting at least five (5) days in advance of said meeting. The purpose of this committee shall be to meet and confer concerning problems of a general nature which may from time to time arise in the Police Department, to promote the harmonious operation of the department and make recommendations to the Chief of Police concerning resolution of any such problems. The committee will meet at a mutually acceptable time, place, and date set by the Chief. Recommendations of the committee will be advisory in nature only.

(B) The City agrees that if the Union representative, while on duty, desires to appear before a scheduled City Council meeting, at which discussions concerning contract agreements which affect bargaining unit members are to be held, then he may be allowed to attend without loss of pay, after first receiving permission from the Chief or designated representative. In no case will premium pay be granted for attendance as described above.

(C) It is agreed that the members of this committee will be compensated should the agreed upon meeting time fall on a member's off duty time.

#### 14.3 Bulletin Boards

(A) The City agrees to furnish wall space not to exceed 24 x 36 inches for Association bulletin boards of an equal size at each job site (currently the Apollo Boulevard and Babcock Street Sites) where bargaining unit members report to work. Where the Union currently maintains bulletin boards that practice shall continue.

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

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

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

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

14.4 The City will furnish the Union copies of all Police Department rules and regulations and all memoranda pertaining thereto. The City will allow Association mail to be distributed at roll call and/or electronic mail systems with prior authorization from the Police Chief.

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

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

14.7 Union Time Bank.

- A. Each bargaining unit member may voluntarily contribute up to two (2) hours of annual leave to the Union Time Bank on an annual basis. Donations to the Time Bank shall be

documented by the use of a Union Time Bank Authorization Form to be completed for each donation, attached to this Agreement as Appendix "C" and incorporated herein. In FY2021 only, members may contribute up to 10 hours to the union time pool at any time during this fiscal year up to the date that the pool reaches 75 hours. Once the pool reaches 75 hours, donations will cease until the next fiscal year, then normal contract provisions for donations in this section will apply.

- B. Any contributed hour(s) will be deducted from each bargaining unit member's accrual balance in the second pay period in August. Union Time Bank authorization forms must be submitted to the Police Chief's office upon ratification of this Agreement and on or before August 1 in successive years.
- C. Up to a maximum of three (3) Union Representatives in any one instance shall be granted time off paid from the Union Time Bank for the purpose of conducting Union business; however, this does not preclude management from granting leave to more than three (3) unit members, if doing so does not unduly disrupt the operation of the Department.
- D. The Chairperson of the Association or his designee shall submit all requests for the use of the Union Time Bank to the Police Chief or his designee at least fourteen calendar days in advance of the requested time off. However, this shall not preclude management from granting leave with less than fourteen calendar days' notice.
- E. The Police Chief shall have the discretion of approving or denying Union Time Bank usage, depending upon the manpower requirements to maintain efficient operations within the Police Department, approval of which shall not be unreasonably denied. Denial of Union Time Bank usage shall be grievable, but shall not be subject to the arbitration provisions of this Agreement.
- F. Union Time Bank charges will be drawn in increments of one (1) hour and will be charged for all hours during which an elected or appointed Association representative is in an on-duty release while conducting Association business as described in (G).
- G. A Union representative may request time off from the Union Time Bank for the purpose of attending Union training sessions, conferences and meetings, including informational meetings and Association elections, but not including grievance hearings, investigations, contract negotiations, and legislative body meetings regarding the resolution of collective bargaining impasse procedures and arbitrations.
- H. The Police Chief or his designee and President of the Association or his designee shall keep a record of all time donated and drawn against the Union Time Bank. Unused time will be rolled over from year to year and may be drawn against in future years.

## ARTICLE 15

### LEGAL PROTECTION

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

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

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

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

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

## ARTICLE 16

### ACTING IN GRADE

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

16.2 When a vacancy in a supervisory position is available, the first right of refusal shall be given to employees on the current promotional lists for the affected supervisory position except when such selection negatively impacts operations. If there is not a current list, then the most recent list shall be used for determining who shall fill the vacancy. If at this point there are no employees able or willing to take the position, then the Chief of Police may select any eligible employee for the position.

16.3 Any squad vacancy lasting longer than six (6) calendar weeks shall require the Department to implement the terms in this article.

## ARTICLE 17

### UNIFORMS AND EQUIPMENT

17.1 All uniforms, protective clothing, or protective devices required of members in the performance of their duties shall be furnished without cost to the unit members by the City with the exception of underwear, socks, and shoes. Newly employed officers will be supplied a departmental handgun and appropriate support equipment.

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

17.3 Detectives or other permanently assigned sworn personnel engaged in investigation or undercover work, and required to wear civilian clothes, shall receive a clothing allowance of \$900, one-half to be paid upon appointment, with the balance and future payments to be paid quarterly beginning with the third quarter following appointment. The purpose of this payment is for purchase of street-type clothing. Upon termination or transfer, unit members will pay back the appropriate pro-rata balance of the most recent quarterly payment based on the timing of the transfer or termination.

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

17.5 Claims for damages mentioned in this Article must be reported in writing or e-mail to the City within eight (8) calendar days and be supported with reasonable documentation within 15 calendar days.

17.6 All uniformed personnel shall be paid an annual uniform cleaning allowance and an incidental equipment purchase allowance in the amount of \$200 to be paid during the first pay period in December of each fiscal year. The Department will make a good faith effort to provide a facility, business or cleaning service where uniforms may be cleaned and where members who are required to wear plain clothes in the performance of their duty may have their clothes used for work cleaned at a reduced cost to the employee.

17.7 All unit members who utilize their personal mobile telephones for Police business shall be paid an annual mobile phone allowance in the amount of \$100 to be paid during the first pay period in December of each fiscal year. This allowance will not be paid to any unit member who is issued a mobile telephone by the City. Employees receiving this allowance may be required to provide records of usage in accordance with Florida Statutes §119 – Public Records as amended from time to time.

17.8 All unit members required to carry a mobile telephone for Police business, and who are provided a mobile telephone by the City, shall have the option to return the mobile telephone to the City and utilize their personal mobile phone for City business. Employees electing this option shall receive a monthly allowance of \$52 which will be paid as a pay supplement of \$26 on the first two pay checks each month. Employees receiving this allowance may be required to provide records of usage in accordance with Florida Statutes §119 - Public Records as amended from time to time.

## **ARTICLE 18**

### **TRAINING COST & TUITION GRANT PROGRAM**

#### **18.1 TUITION GRANT PROGRAM**

The Association and the City agree to encourage Police Officers to further their education. The City shall, subject to availability of budgeted funds, provide a grant to bargaining unit members for tuition and class required books in an amount not to exceed the prevailing credit hour rate for either undergraduate or graduate courses, as appropriate, at the University of Central Florida, for accredited courses not funded by other sources, which have been completed by a unit member if the following requirements are met:

- a. The course is a required part of a degree program that is job related.
- b. Approval to attend is obtained by the employee prior to attendance.
- c. A final grade of "C" or better is earned for undergraduate courses.
- d. A final grade of "B" or better is earned for graduate courses.
- e. A final grade of pass if the available grades are pass/fail only.

Maximum book/lab fee allowance shall be \$150 per course.

In the event a unit member covered by this Agreement leaves the City's employment after receiving a tuition grant for any approved course and required book/lab fee, the unit member will be required to refund to the City a pro-rated amount of the grant. Any unit member who retires from the City with at least 20 years of service shall be exempt from this requirement. Such refund shall be computed based on the following sliding scale:

Within one year:	100% of grant
Within two years:	75% of grant
Within three years:	50% of grant
Within four years:	25% of grant
After four years:	0% of grant

Approval or disapproval of eligibility for grant shall be the decision of the Chief of Police. His decision concerning sub-paragraphs a. and b. shall be final. DROP participants are not eligible to participate in the Tuition Grant Program.

18.2 Where the best interests of the City are served by schooling, seminars, or classes for the employees covered by this Agreement, actual costs incurred shall be borne by the City, providing previous City approval has been obtained.

## **ARTICLE 19**

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

19.1 For the purpose of applying the provisions of this section, continuous operation shall be defined as operations for which there is regularly scheduled employment for 24 hours a day, 7 days a week.



- A. Work schedules/shifts: All employees will have a designated work schedule/shift with an established starting time and quitting time. The schedule will be non-rotating and will be bid upon ratification and Council approval of this Agreement and each December and June thereafter. Bidding will be based upon seniority. However, specialty unit members may be reassigned to ensure proper shift coverage and staffing levels of squads and other units may be adjusted from time to time based on operational needs. Work schedules/shifts shall be posted on the bulletin board. Work schedules/shifts may be changed without advance notice in the case of an emergency, subject to overtime provisions and any other applicable provision herein.
- B. Hours: The hours of work each day shall be consecutive except for interruption for meal periods. Splitting of shifts shall not be permitted under this section.
- C. As per the attached schedule referred to in this agreement as Appendix "D", uniformed officers assigned to patrol will work six 12-hour workdays and one 8-hour work day in a 14-day period. Uniformed officers assigned to patrol will have Friday, Saturday and Sunday scheduled off every other week. The Selective Traffic Enforcement Unit (except Traffic Sergeant) will work the 10-hour schedule attached as Appendix "D". The Selective Traffic Enforcement Unit shall have two 10-hour daily work schedules, the first group will begin at 0630 hours, and the second group will begin at 1000 hours, with assigned days off.
- D. As per the attached schedule, officers assigned as Criminal Investigations Division (CID) Major Crimes Unit and General Crimes Units will work a 9/80 work schedule with alternate Fridays off. In addition to the established day shift beginning at 0700 hours, there shall be (2) Detectives assigned to a 9-hour shift beginning at 1400 hours and subject to a 4% shift differential. The assignment of the "evening shift" detective will be for one-year or until either Detective chooses to come off the shift. If a member chooses to leave the night shift and there are no volunteers, then a weekly rotation will be instituted based on seniority.
- E. As per the attached schedule, Detective Lieutenant, Traffic Sergeant and administratively assigned officers, e.g., Community Resource Officers, School Resource Officers, Community Relations Sergeant, Internal Affairs Sergeant, and Recruiting Officer will work an 8-hour work day, with assigned days off.
- F. When the public schools are not in session during the summer, School Resource Officers (SRO) may be temporarily assigned by seniority to a 12-hour day schedule (6 a.m. to 6 p.m. or 7 a.m. to 7 p.m. or 6 p.m. to 6 a.m. or 7 p.m. to 7 a.m.). The SRO summer assignments shall be made on or before April 1. Prior approved leave will be honored by the SRO's new shift Sergeant. The Police Chief will make a good faith effort to accommodate any SRO who is unable to work a 12-hour shift due to a hardship. If staffing allows, the SRO's may request a "shadow" assignment during the summer to further expand their career goals and assist the department with other needs such as Traffic, Investigations and Community Outreach. "Shadow" assignments will be made by seniority and based on operational needs and patrol staffing.

- G. Any new bargaining unit position or position not listed above shall be assigned to a shift described herein based upon the needs of the Department upon written agreement with the Association.

Should the Police Chief determine a change of schedule is necessary for a division, section or unit including CRT, the Chief will provide the PBA with a 90-day notice of an impending schedule change. The parties will agree to meet within 30 days to discuss the proposed schedule change. If the parties are unable to agree upon the terms of the new schedule within the 90-day notice period, either party may declare impasse, which shall be resolved through binding arbitration. If neither party declares impasse within the 90-day notice period, the proposed schedule change shall be implemented on the date noted in the notice provided to the union.

- H. Officers may work a flexible schedule on a case-by-case basis with supervisory approval. A flexible schedule may only be worked upon mutual consent of both parties. The flexible schedule may include varied hours of the day and days of the week for a defined and limited period of time.

- I. Emergency Operations Policy: When a state of local emergency is declared, such as a weather related event, a natural disaster, a civil crisis, or any other matter designated as an emergency, bargaining unit personnel shall be required to work as deemed necessary. Based on the significance of the emergency, expectations for duty including reporting requirements before, during, and after the emergency will be determined and communicated by the Chief of Police or his designee. All bargaining unit members will be paid per the following pay and reporting policy:

1. Certain bargaining unit personnel may be required to work before, during, and after the emergency.
2. Bargaining unit personnel shall be advised of their reporting requirements 24 hours in advance when practical to prepare for duty.
3. All bargaining unit personnel are responsible to remain in contact with their supervisor to assess their responsibilities once an emergency is declared. Failure to do so may result in disciplinary action.
4. Bargaining unit personnel who are required to work shall report for duty as advised by the Chief of Police or his designee.
5. Except as provided in paragraph 10 below, bargaining unit personnel shall be paid straight time for their designated work schedule/shift if they are not required to work.
6. Bargaining unit personnel who work during the declared emergency shall be paid at 2 ½ times their regular hourly rate for work performed during their designated work schedule/shift and shall be paid at 1 ½ times their regular hourly rate for work performed outside their designated work schedule/shift.

7. Bargaining unit personnel who have pre-scheduled leave prior to the declaration of an emergency shall contact their supervisor to determine the status of such leave. Bargaining unit personnel on pre-approved leave who are not out of the area and are available to work may be required to report to work. Each situation of pre-approved leave shall be considered based on the reasons prior to the personnel being asked to report back to work. Bargaining unit members on pre-approved leave who are not required to report to work will record their time off as leave time.

8. Bargaining unit personnel who call in sick during a declared emergency and sick leave is approved shall have their sick leave balance reduced in accordance with their regularly scheduled hours.

9. The Chief of Police or his designee has the sole discretion to excuse a bargaining unit member from work during an emergency for a pre-determined time frame based on family situation or personal hardship. The affected employee shall submit a memorandum outlining the hardship or family situation and requesting the use of leave during the declared state of emergency. As having adequate staff is essential, such leave must be approved in advance. A decision by the Chief or his designee in such matters shall not be subject to the grievance/arbitration procedures of the collective bargaining agreement. Some special situations that may be considered are:

- a. Both parents are bargaining unit members and they have young children at home.
- b. The employee is caring for an elderly or special needs person and no other person is available to take over the care giver responsibilities.
- c. Single parent families where there is no other person available to take care of the employee's children. This includes families where one parent is in active military status stationed outside Brevard County.

10. After the state of local emergency has been lifted, bargaining unit personnel shall return to their regularly scheduled hours as soon as practical as determined by the Police Chief or designee.

11. If an employee is unable to return to work following a disaster, the Chief of Police shall assess the reason for absence, determine if leave will be granted, then determine if the absence will result in disciplinary action.

12. Bargaining unit personnel understand that violations of this policy may result in disciplinary action.

19.2 All authorized and approved time for work performed in excess of an employee's scheduled work day shall be paid at the rate of time and one-half (1½) of the employee's regular rate of pay. Employees will also be eligible for statutory overtime as required by the Fair Labor Standards Act. The use of accrued sick leave shall not be counted as time worked for the purpose of payment for overtime, except when overtime is mandated by the Department. For the purposes of this provision, mandatory overtime is defined as overtime that is mandated by a supervisor or a call out provision for a specific reason (SWAT, DRT, CID, CNU etc.). Section 7(k) of the Fair Labor Standards Act shall apply to employees working a 14-day work period as described in 19.1(C) above and the corresponding Schedule.

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

ALL BARGAINING UNIT MEMBERS – 120 hours maximum accrual. Use of compensatory time shall be at the request of the member and shall require the approval of the Chief of Police. Denial shall be based on staffing requirements determined by the Chief of Police. Employees terminating employment shall be paid for accrued compensatory time.

19.4 Employees shall be required to work overtime when requested unless excused by Supervisor.

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

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

19.7 The City will not alter the schedule of an individual for the purpose of circumventing the payment of overtime, with the understanding that nothing herein shall preclude the City from adjusting staff as required for holidays or adjusting schedules to accommodate in-service training or documented deficiency. When education or training is ordered by the Chief of Police to correct a documented deficiency (e.g. documented in an evaluation or discipline procedure) or for in-service training, a unit member's schedule may be adjusted. The adjusted schedule will be presented to the unit member at least seven (7) days in advance and will include travel time and any anticipated or related work hours to accommodate the ordered training. This schedule will accompany the training request form and will cover each 80 hour work period affected by the education or training. Any time worked outside of the adjusted schedule will be considered as time worked and will be compensated (e.g. overtime) in accordance with this agreement. For all other training schedule matters, refer to article 19.1(H).

19.8 An employee may exchange shifts with employees of equal rank and job description upon getting the necessary approval of the Chief or his designee insofar as the exchange of shifts occurs in the same 30-day period.

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

19.10 Unit members shall not be permitted to work (any combination of regular duty/overtime/third party) more than 20 hours in any 24-hour period unless approved by the Division Commander or designee. Time spent in Court shall be excluded from this provision. Training may be excluded on a case-by-case basis.

## ARTICLE 20

### CALL BACK AND STAND-BY PROCEDURE

20.1 In the event that a unit member is called back to duty before or after his regular shift, for any reason whatsoever, he shall receive a minimum pay of at least two (2) hours at a rate of time and one half (1-1/2), except this provision shall not apply when an early call-in period extends into the start of the unit member's regular work period. A minimum of one (1) hour of pay at the rate of time and one half shall be paid for any call-in occurring within one (1) hour of the start of the unit member's regular work period.

20.2 In the event that a unit member is requested to stand-by during his off-duty hours, he shall receive pay at the rate of time and one half (1-1/2), and shall remain on stand-by until notified by the Police Department that he is no longer on stand-by.

20.3 In the event a unit member is contacted after his normal hours of employment which places him in an on duty status, he shall be compensated at 2 hours at the applicable overtime rate or for actual time worked, whichever is greater. A telephone call lasting no longer than fifteen (15) minutes in duration shall not constitute time worked and will not be compensated. Multiple phone calls totaling more than fifteen (15) minutes or greater shall be compensated in accordance with this provision.

20.4 The Chief of Police will identify the specialty teams and/or special functions that will be subject to the on-call provisions contract. These specialty teams and functions will be identified via a memorandum issued by the Chief of Police each January. The on-call schedule selection will be determined by seniority within each on-call unit or specialty team. The supervisor shall determine the days for on-call and the shifts to be covered. The on-call unit member will utilize a City vehicle for personal use while on "on-call" status and must be available to report for duty at the scene within 30 minutes of being notified. If the unit member is unable to respond within 30 minutes, he will notify the on-duty Watch Commander of the delay and the new time of arrival. The reasonableness of a delayed response will be evaluated on a case-by-case basis. Unit members will carry a mobile phone or other communication device provided by the City. While in an "on-call" status, unit members are free to engage in personal activities but may not consume or be under the influence of alcoholic beverages or substances that could impair the unit member's fitness for duty. A unit member will be paid two (2) straight hours of pay for each week day that he is on "on-call" status and four (4) straight hours of pay for each weekend day. A unit member will be paid six (6) straight hours of pay for holiday that the unit member is on "on-call" status. When called out, unit members will receive call-back pay in accordance with Article 20.1. No unit member shall be called out more than twice in a twenty-four (24) hour period except in an emergency as declared by the Chief of Police.

Hours accrued while in an "on-call" status are done so at 1 hour earned for each hour worked. All other contractual references to compensatory time being earned at the rate of 1.5 hours for each hour of work performed do not apply to the "on-call" provision.

Bargaining unit members who are in an "on-call" status have the option to take two hours of compensatory time and have it added to their compensatory time bank at two hours in lieu of being paid for those two hours. To that end, when members are in an "on-call" status on a weekend or holiday, members have the option of taking four hours of compensatory time and have it added to their compensatory time bank at four hours in lieu of being paid for those four hours.

## ARTICLE 21

### COURT ATTENDANCE

Off duty court time shall be computed in the following manner: the normal witness fee and expenses shall be retained by the employees and an additional three hours of credit shall be given for the first court appearance in any given calendar day, subject to the provisions set forth herein. If an officer is enroute to court and court is cancelled, the officer shall receive three (3) hours pay. When calculating off duty court time, the start and end time can be adjusted accordingly by the supervisor when an officer needs to retrieve evidence or return evidence to the department. Case preparation time will be furnished while on duty.

21.1 In the event that the court appearance begins less than three (3) hours prior to the assigned shift of the employee, time actually worked to the beginning of the shift shall be credited.

21.2 For multiple court appearances in the same calendar day, the three (3) hour threshold shall only apply once. For all subsequent court appearances following the first three (3) hour mandate, these court appearances shall be credited hour for hour at the employee's applicable overtime rate.

21.3 If treated as one continuous appearance, time spent from the beginning of the first appearance to the conclusion of the last appearance will be credited.

## ARTICLE 22

### HOLIDAYS

22.1 Police Officers in the Bargaining Unit shall receive the following paid holidays:

- |   |   |
|---|---|
| 1. New Year's Day                             | 6. Thanksgiving Day   |
| 2. Martin Luther King Jr. Birthday Observance | 7. Day after Thanksgiving   |
| 3. Memorial Day                               | 8. Day before Christmas (Dec. 24 <sup>th</sup> )  |
| 4. Independence Day                           | 9. Christmas Day  |
| 5. Labor Day                                  | 10. Any other day declared as a paid holiday by the City Council for all other City employees |

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

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

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

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

22.5 When any unit member is required to work on a day observed as a holiday and these hours fall within his regular rotating work schedule, he shall be paid at his regular rate of pay plus 1-1/2 times his regular rate of pay or the unit member may choose compensatory time under existing City rules.

22.6 Whenever an observed holiday shall occur on a unit member's scheduled day off and that unit member is called to duty, he shall be compensated at his regular rate of pay plus 1-1/2 times his regular rate of pay. If the unit member works on the observed holiday and the hours of work exceeds the normal scheduled hours, then the unit member shall be eligible for a rate of pay of 2-1/2 times his regular rate of pay. If the unit member is scheduled off for the observed holiday and is called back to work then their rate of pay is 1-1/2 times their regular rate of pay.

## **ARTICLE 23**

### **SICK LEAVE**

23.1 Sick leave with pay shall be credited at the rate of 8 hours for each calendar month of employment, or a total of 96 hours per year, up to a maximum 720 hours.

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

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

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

23.3 Members who accumulate in excess of the 720 hours shall have the excess sick leave converted to vacation leave hours at the rate of 2 sick leave hours for 1 vacation leave hour. This conversion will take place no later than the 15<sup>th</sup> of December of each year. Due to this conversion, unit members will be afforded the ability to carry the excess converted vacation leave over the maximum accrual at the end of the year if the unit member is prevented from using such excess converted vacation leave due to staffing requirements. Unit members hired on or after May 1, 2012 shall participate in the annual sick leave to vacation leave conversion at the rate of 4 sick leave hours to 1 vacation leave hour when they exceed their maximum sick leave balance of 420 hours.

23.4 In addition to the sick leave benefits herein provided, each unit member shall be entitled to and receive a terminal leave payment when retiring under the provisions of the Melbourne Police Officer's Retirement Fund equal to 1/2 of such unit member's unused, accumulated sick leave balance. Unit members hired on or after May 1, 2012 shall be eligible for this benefit at a 25% payout of their sick leave balance upon retirement. Those who exercise a payout upon entering DROP will begin accruing sick leave after this distribution and thereafter will receive a 25% payout at final employment termination for any remaining sick leave.

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

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

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

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

23.9 Association Sick Time Bank – Any unit member may contribute accrued sick leave to a sick leave pool. The sick leave bank may be used by a unit member who has exhausted all other paid leave and whose need to use leave from the bank is deemed justifiable by the Association. A unit member must apply for time in writing to the Association representative. The application shall contain the time requested and the start date. The Association representatives will process the request and notify the unit member and the Police Chief of the status of the request. The use of the sick leave pool will be



administered on a case by case basis. Absent extenuating circumstances, no member shall be approved to receive an amount of sick leave exceeding one full pay period in a calendar year.

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

23.11 When a unit member agrees to work in for another unit member but calls in sick and does not report for work, the sick leave will be charged against the unit member who called in sick.

23.12 All light duty assignments are at the sole discretion of the Chief.

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

23.14 Any unit member involuntarily separated from the City due to medical reasons shall receive payment for 50% of his sick leave balance.

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

## ARTICLE 24

### VACATION

24.1 Accrual of vacation leave shall be limited to the following schedule for all unit members in the Bargaining Unit:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>TIME PER YEAR</u>
1 - 5	104 hours
6 - 9	120 hours
10 - 14	144 hours
15+	200 hours

For unit members hired on or after May 1, 2012, annual leave will accrue according to the following schedule:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>TIME PER YEAR</u>
1 - 7	104 hours

8 - 19  
20+

144 hours  
200 hours

24.2 Vacation shall be earned during the first year of employment. Unit members completing 1 year of service are entitled to use their accrued vacation. The rate of accrual shall change to the higher rate on the first day of the month in which the employment anniversary occurs. Any unused vacation leave in existence at the end of any employment year shall be carried forward to the credit of the unit member.

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

24.4 Absence on account of sickness, injury, or disability in excess of that accumulated for such purposes may, at the request of the unit member and within the discretion of the City, be charged against that unit member's accrued annual leave allowance during the 12-week FMLA period. In cases where the unit member remains off from work beyond the FMLA period due to sickness, injury, or disability, the City will, as per its practice with all City employees, require the usage of accrued vacation leave if the unit member has either used all of his or her sick leave balance, or elected not to use sick leave under 23.13.

24.5 Upon termination, which includes retirement or resignation from the service of the City, the unit member shall take and/or may be paid lump sum payment for any unused accrued vacation leave up to 480 hours maximum accumulation. The City will also cash-out the unit member's accrued vacation hours between 480 and 520 hours, inclusive, unless the unit member has previously cashed-out 40 hours of vacation or compensatory time during the same calendar year pursuant to section 24.6 of the Collective Bargaining Agreement.

Any unit member presently on the payroll who currently has over 480 hours accumulated shall retain the actual amount accumulated, but will not be allowed to accumulate any additional hours beyond the amount on the books as of September 30, 1986.

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

## **ARTICLE 25**

### **LEAVE OF ABSENCE**

Leaves of absence for a period not to exceed 90 days may be granted for a reasonable purpose to any unit member by the City. Such leaves may be renewed or extended. Any unit member who is a member of the National Guard or the Military Reserve Force of the United States, and who is ordered by the appropriate authorities to attend the prescribed training program or to perform other duties, shall be granted a leave of absence with pay as required by Florida Statutes, Chapter 115.07. Any unit member on a non-paid leave of absence in excess of 15 calendar days will be subject to City policy "Unpaid Leave of Absence" as provided in the City Personnel Policy Manual. Any unit member who is on a duly authorized non-paid leave of absence shall retain all accrued benefits, including seniority and

longevity, but will not accrue any further benefits while on such leave unless otherwise provided for by State or federal laws.

## ARTICLE 26

### INSURANCE

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

26.2 Members of the bargaining unit, covered retirees, and eligible dependents shall participate in the City's group health insurance plan on the same basis as general employees and retirees as may be authorized from time to time by the City Council including, but not limited to contribution rates, deductibles, and co-payments; provided the premium for individual Standard HMO coverage shall be paid by the City at 100% through September 30, 2023. For unit members hired between January 1, 2011 and May 1, 2012 who are utilizing dependent coverage prior to May 1, 2012, the City agrees to pay for dependent coverage in the same manner as unit members hired prior to January 1, 2011.

26.3 The City agrees to contribute 100% of the cost of an employee's base \$25,000 group life insurance policy for each member of the bargaining unit. (This will be in addition to, but exclusive of, existing State requirements relating to police personnel insurance coverage.)

26.4 The City agrees to make available to all membership of the bargaining unit a comprehensive group Dental Insurance Plan. The City will not pay any premiums for either employee or dependent coverage. This program shall be optional, and employees shall not be required to participate.

26.5 All unit members covered by this Agreement shall have the right to participate in the City's cafeteria (pre-tax) benefit plan. Participation in such a plan will not affect a unit member's final compensation under the Melbourne Municipal Police Officers' Pension Plan. In addition, unit members shall be eligible for any payroll deduction process pertaining to the cafeteria benefit plan that the City may make available.

26.6 As long as unit members continue to participate in the City health insurance program, the Association has the right to appoint one voting representative to the Employee Benefits Advisory Committee.

## ARTICLE 27

### WAGES

- a. For FY 2024, effective the first paycheck in October 2023, all bargaining unit members shall be moved to the new pay schedule in accordance with the spreadsheet distributed during contract negotiations and increased by a 9.25% cost of living adjustment. (Appendix F - Salary Schedule)
- b. For FY 2025, effective the first paycheck in October 2024, the pay schedule shall be increased by a 4.0% cost of living adjustment and shall advance one step in their pay grade.

- c. For FY 2026, effective the first paycheck in October 2025, the pay schedule shall be increased by a 6.0% cost of living adjustment.

27.2 A unit member who has previously reached the nineteen (19) year milestone, is at the top of their respective pay grade, and therefore not eligible for a step increase, shall retain the longevity pay bonus of \$1200 computed into their hourly rate.

When a step increase is processed for bargaining unit members, eligible unit members not currently receiving a longevity bonus, but who have attained the nineteen (19) year milestone and are at the top of their respective pay grade, shall receive the \$1200 longevity bonus to be computed into their hourly rate.

27.3 During the term of this Agreement, unit members who are promoted to a higher rank will receive a salary increase to the minimum for their new pay grade. If the minimum pay step in the new pay grade results in less than a 5% pay increase for the unit members, he/she shall be placed in a pay step which equals a minimum 5% pay increase.

27.4 The City shall supply each Canine Officer with a dog that will be owned and maintained by the City in accordance with the form of agreement attached hereto and made a part hereof as Appendix "E". An agreement in such form will be entered into between the individual Canine Officer and the City at the time of assignment of dog to said officer.

Canine Officers will be granted one-half hour at the start and at the end of each shift to prepare feed, groom, and otherwise care for their assigned canine.

Canine Officers assigned to a 12-hour schedule will be compensated at the rate of time and one-half for 7 hours per pay period to provide daily care for the dog on their days off. There will be no compensation when dogs are kenneled.

27.5 Unit members assigned to the following duties will receive the pay supplements noted. The supplements will be calculated at an hourly rate, and added to the unit member's base rate.

FTO Sgt.	\$160 per month
Traffic Officer/Sgt.	\$75 per month
CID Detective/Sgt./Lt.	\$150 per month
School Resource Officer (SRO)	\$165 per month
Major Crimes Detective	\$350 per month
Motorcycle Officer	\$100 per month

27.6 a. SWAT, Dive, and Crisis Negotiation Units (CNU) will be compensated at the rate of \$100 per month. Selection of officers for said positions will remain at the sole discretion of the Chief of Police.

b. Field Training Officers (FTO) will be compensated at the rate of \$160.00 per month. Selection of officers for said positions will remain at the sole discretion of the Chief of Police.

27.7 Shift Differential pay will be paid to those officers with regular shift assignments at the following rate:

Officers assigned to shifts beginning at or after 12:00 noon shall receive an additional four percent (4%) compensation while assigned to that shift.

- a. Shift differential pay will be paid to those members with regular shift assignments beginning at or after 12:00 noon. Eligible members shall receive an additional four percent (4%) compensation while assigned to that shift.
- b. Administrative differential pay will be paid to those members assigned to administrative duties on a primarily Monday through Friday schedule. Eligible members shall receive an additional four percent (4%) compensation while assigned to those duties. Selection of members and positions eligible for administrative differential pay will remain at the sole discretion of the Chief of Police.
- c. Differential pay will only apply to sworn personnel assigned to a permanent non-rotating schedule. Persons working special details or on a temporary basis will not be eligible for this supplement.

## **ARTICLE 28**

### **PROMOTION AND SELECTION PROCESS**

28.1 The employer will promote unit members from an eligibility list established for the particular vacancy or vacancies of a position. Eligibility lists for promotional opportunities will be established when a promotion opportunity occurs. Upon notification of such a vacancy, the Chief of Police will establish a declared process date. Once the eligibility list is established, it will be used for subsequent promotions for one year from the date of posting. Position shall mean a vacancy or vacancies in the rank of Sergeant or Lieutenant. One (1) eligibility list for each rank shall suffice for all vacancies in that position. Listing of all promotional opportunities shall be posted on all bulletin boards not less than seven (7) calendar days prior to the deadline established for submittal of application. The parties agree that the promotional process will comply with Veterans Preference laws (Chapter 295 Florida Statutes and Chapter 55A-7 Florida Administrative Code) as amended from time to time.

### 28.2 ELIGIBILITY REQUIREMENTS

1. The eligibility requirements for promotion to the rank of Sergeant are as follows:
  - (A) Completion of five (5) consecutive years of service with the Melbourne Police Department as a sworn officer any time before the declared process date. The Officer must not be on probation as of the declared process date. Time in an "Acting" role is not considered for eligibility purposes.
  - (B) Submit to and pass a written examination with a minimum score of 70%. This examination is intended to test basic legal and supervisory knowledge and allows candidates that pass the written test to continue in the Sergeants assessment process. The written test shall be compiled from the following source material:
    - (1) Department General Orders
    - (2) The Florida Criminal Law and Motor Vehicle Handbook
    - (3) City of Melbourne Ordinances that apply to law enforcement

- (4) The current labor agreement
- (5) Questions from other source material as identified by the Chief of Police: articles, books, or other items of general police knowledge or supervisory skills

(C) Based on passing the written examination as specified above, the candidate will participate in an assessment process. Participants shall be ranked by score. Each of the two (2) individual scenario-based exercises shall constitute one-half (1/2) each of the score of the assessment process.

2. The eligibility requirements for promotion to the rank of Lieutenant are as follows:

- (A) Complete three (3) consecutive years of service as a Sergeant with the Melbourne Police Department immediately prior to the declared process. Time in an “Acting” role is not considered for eligibility purposes.
- (B) Participate in an assessment process. Each of the three (3) individual scenario-based exercises shall constitute one-third (1/3) each of the score of the assessment process.

28.3 There will be at least a 60-day notification prior to the promotional test. The City will make adequate quantities of testing materials available to eligible unit members for study purposes, at least 60 days prior to the posted testing date.

28.4 The City and the Association mutually agree that the testing process shall be administered and performed by a recognized law enforcement testing organization.

28.5 Seniority will be factored in at a value of up to 5 points, with both Sergeant and Lieutenant candidates’ seniority based on time in grade within the rank they hold prior to the declared process date. It will be awarded on the following scale:

<b>Sergeant</b>		<b>Lieutenant</b>	
Years in Grade	Points	Years in Grade	Points
10+	5	10+	5
9	4	9	4
7	3	7	3
5	2	5	2
4	1	3	1

Seniority points will be added to the number of points achieved in the assessment process and will comprise the candidate’s final score.

28.6 Education will be factored in at a value of up to 5 points for both Sergeant and Lieutenant candidates who have attained the academic level from an accredited college or university recognized by

the Council for Higher Education Accreditation (CHEA) prior to the declared process date. Education will be awarded on the following scale:

<b>Sergeant</b>		<b>Lieutenant</b>	
Academic Level	Points	Academic Level	Points
MA/PH.D	3	MA/PH.D	3
BA/BS	2	BA/BS	2
60+/AA/AS	1	60+/AA/AS	1

28.7 Candidates will be ranked by final score and placed on an eligibility list that will be valid for one-year from the date of posting. The final score will be comprised of the score of the Assessment Center, education points, and the applicable seniority points.

28.8 The Chief of Police shall conduct a personal interview with each candidate and consider the following elements:

1. Questions that relate to the mission of the Department and what the candidate would bring to the promoted position to help the Department meet its mission
2. A review of employment history
3. Educational achievement of the candidate

28.9 The Chief of Police shall interview the top three (3) candidates on the eligibility list as defined in Section 28.7. After the interviews and at the Chief’s discretion based on the “rule of three”, the Chief shall select a candidate. The “rule of three” shall be defined as the top three candidates on the eligibility list as determined in Section 28.7. If a vacancy in the top three candidates is declared due to promotion, separation from employment, or for withdrawal by the candidate, the next highest scoring eligible candidate shall be moved up throughout the list.

28.10 Candidates may review and challenge any question(s) on the written examination. The Department will review such challenges and make a final determination on the challenges. Successful challenges shall alter the results of the scoring for all affected unit members. Candidates may review the results of his examination. To review any aspect of the results of the promotion process, the unit member must submit a memorandum to the Chief of Police within then (10) calendar days from the date of the written examination and prior to the posting of the final scores. The Chief of Police shall arrange the time and place of the review and assign a monitor. Review of test materials shall be restricted in accordance with Chapter 119, Florida Statutes.

28.11 Security and retention of all promotional materials for the rank of Sergeant or Lieutenant will be maintained in accordance with Chapter 119, Florida Statutes.

28.12 The selection process for internal/lateral transfers for all positions below the rank of lieutenant shall be determined by department policy and the rule of three shall apply. The following assignments are excluded from the selection process and the rule of three: Professional Standards Unit positions,

Recruiting officer, SIU supervisors. All external assignments are at the chief's discretion. All lieutenant position assignments are also at the chief's discretion, and the selection process and rule of three shall not apply to lieutenant assignments.

## ARTICLE 29

### POLITICAL ACTIVITY

Unit members can engage in lawful political activity as defined by Florida Statute, 104.31.

## ARTICLE 30

### VEHICLES AND EQUIPMENT

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

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

30.3 Effective the pay period ending May 11, 2012, unit members, except for Canine Officers, participating in the assigned vehicle program will reimburse the cost of fuel through payroll deduction based on the following rates:

Officers with residence up to 20 miles from Police Headquarters	\$10 per month
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Officers with residence between 20 miles and 60 miles from Police Headquarters	\$40 per month
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Vehicles may not be taken home if the Officer's residence is in excess of 60 miles from Police Headquarters. The Chief of Police may authorize the vehicle to be parked at a 24-hour public safety facility for members who reside outside of the 60 mile radius of police headquarters on a case by case basis.

Driving distance will be determined by Google Maps. Those unit members with a vehicle that is out of service for 72 hours or more would not be subject to the reimbursement for that pay period if another City vehicle is not provided upon submission of a take home car deduction suspension memo from the Police Chief.



## **ARTICLE 31**

### **SEVERABILITY CLAUSE**

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

31.2 Should any Article be rendered invalid it shall be renegotiated within 30 days.

## **ARTICLE 32**

### **PREVAILING RIGHTS**

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

## **ARTICLE 33**

### **PENSION**

Retirement benefits and employee contributions for employees covered by this Agreement shall be as provided in the City of Melbourne Municipal Police Officers' Retirement Plan ("the Plan"), except as provided below. All changes to the existing Plan shall take effect on the date the changes are implemented ("effective date"), except as otherwise specified below.

1. For plan members who have not reached the normal retirement date as of the effective date, [Insert effective date of ordinance] are eligible for a 2% COLA, applied one year after normal retirement and continuing for ten years after retirement, discontinuing after that time. Eligible members include normal retirements, disability retirements, and members who enter the DROP. This COLA shall not apply to early retirement or terminated vested members.
2. Salary for pension purposes on and after November 27, 2012 shall exclude payments for accrued sick and annual leave; provided, for employees employed on November 27, 2012, salary will include the lesser of the amount of sick or annual leave time accrued as of November 27, 2012 or the actual amount of sick or annual leave time for which the retiree receives payment at the time of retirement, regardless of whether the amount of sick or annual leave was, at some time prior to retirement, reduced below the amount as of November 27, 2012.
3. Effective October 1, 2008, "Salary" for pension purposes shall exclude overtime in excess of 300 hours per year. Effective May 2, 2011, "Salary" for pension purposes shall exclude extra duty or special detail work performed on behalf of a second party employer. For members who are employed on November 27, 2012, "Salary" for pension purposes after November 27, 2012 shall

exclude payments for overtime in excess of 200 hours per fiscal year. This annual overtime cap shall be increased to a total of 300 hours in any fiscal year for overtime hours worked during any declared emergency. For members hired after November 27, 2012, salary for pension purposes shall exclude payments for overtime in excess of 150 hours per fiscal year. This annual overtime cap for members hired after November 27, 2012 will not be increased for overtime worked during any declared emergency. Effective October 1, 2024, "Salary" for pension purposes shall exclude overtime in excess of 300 hours for all members regardless of hire date. Neither the City nor the employee shall make pension contributions on overtime hours excluded from the definition of "Salary" for pension purposes.

4. The maximum pension benefit (including COLA) for members who are employed and have not reached the normal retirement date as of November 27, 2012, and members hired on or after that date, shall be \$90,000 annually.
5. Effective September 1, 2013, the member pension contribution rate for members who are employed on November 27, 2012 will be increased from 5.0% to 6.5%. Members hired after November 27, 2012 will have a member pension contribution rate of 8.0%.
6. The DROP interest rate, at the election of the employee, shall be the plan investment rate or 4.0% per annum for members who enter the DROP on or after the approval of this contract by City Council.
7. The benefit changes in sections 1 and 4 above shall not apply to any Plan member who is employed and has reached age 55 with 10 or more years of credited service or 25 years of credited service regardless of age as of November 27, 2012. Such members who are employed and not participating in the DROP shall continue to accrue benefits in accordance with the Plan provisions in effect prior to November 27, 2012.
8. On May 2, 2012, the City and the Association requested the Police Officers' Retirement Trust Fund Board increase the assumed rate of return for Plan investments to 7.75%. The Board agreed to change the rate of return from 7.0% to 7.5%. The assumed investment rate of return is not subject to the grievance procedure.

The City acknowledges that it will comply with Chapter 2015-39, Laws of Florida, concerning the use of Ch. 185 premium tax revenues received after October 1, 2017. Accordingly, the City will implement a share plan for police officers. In accordance with state law, the current accumulated excess premium tax revenues (\$127,723 as of 10/1/17) shall be split 50/50, with 50% allocated to the share plan, and 50% used to pay down the unfunded liabilities of the plan. In the future, if premium tax revenues received in any plan year exceed the amount collected in 2012 (520,281), 50% of the excess will be allocated to the share plan and 50% will be used to reduce the City's annual required pension contribution. All annual premium tax revenues received up to the 2012 amount shall be used to reduce the City's annual required pension contribution. The City agrees to negotiate the details of the share plan with the Union before it is implemented. The City agrees that member share accounts will be credited within 60 days of receipt of premium tax distributions.

In follow-up, both parties have agreed to the following:

Effective October 1, 2017, through mutual consent, the City and Union agree to establish and fund a defined contribution Share Plan to comply with Florida Statutes Chapter 185. An individual share account shall be established for each participant. Participants for purposes of the Share Plan will include active members and members in DROP. In order to be a participant, a member or DROP participant must be employed by the City of Melbourne as a Police Officer on October 1 for the calendar year in which the Premium tax dollars are received.

The Share Plan will be funded solely and entirely by available Chapter 185 premium tax monies during years in which there are available funds pursuant to mutual consent of the City and the Union.

Participants qualify to vest in the Share account after 10 years of employment with the City, as determined by their hire date. Vesting for purposes of the Share Account does not include any purchased credited service. For employees who terminate employment or who are terminated prior to vesting for any reason, the balance credited to that employees Share account shall be redistributed equally to all other participants' Share accounts.

All Share plan funds shall be comingled with other assets of the Pension Plan for investment purposes. The Share plan accounts will recognize gains and losses at the same rate as the Pension plan. Individual Share accounts will be adjusted for gains or losses at the same rate as the total plan investments, net of brokerage commissions, transaction costs, and management fees, as soon as practicable after the end of each calendar quarter.

Quarterly investment plan reports detailing gains and losses will be available for review.

Share accounts will be adjusted annually to account for costs, fees and expenses of the share plan administration.

A vested participant shall receive the shares credited to their account upon leaving employment with the City for any reason, other than entering DROP. The Pension Board of Trustees shall be authorized to adopt any rules necessary for the efficient operation of the Share Plan.

Effective October 1, 2023, in accordance with state law and through mutual consent, the City and Union agree to revise the amount of premium tax revenues to be used to reduce the City's annual required pension contribution from the 2012 amount (\$520,281) to an amount that offsets the cost to fund a 2% cost of living adjustment on pension benefits described in Section 1 of this article (\$1,127,424). If premium tax revenues received in any plan year exceed the revised amount (\$1,127,424), 50% of the excess will be allocated to the share plan and 50% will be used to reduce the City's annual required pension contribution.

The share plan shall be funded as follows:

- a. Initial Allocation. The initial Share Account allocation as of October 1, 2017 shall be \$63,861.50 of the accumulated and unallocated excess Chapter 185 premiums. This amount will be allocated to each Participant employed as a Police Officer for the City on October 1, 2017.

b. Annual Allocation. As of October 1 of each following year, the Share Accounts shall be funded with 50% of the annual Chapter 185 premium receipts in excess of \$1,127,424. The annual allocations will be made after October 1 and within 30 days after receipt by the City, whichever is later, to Participants who are employed as a Police Officer for the City on October 1 of each year.

## **ARTICLE 34**

### **DRUG TESTING**

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

To allay public concerns regarding the use of drugs, alcohol or other illegal or controlled substances by Public Safety employees, and to mitigate the danger to other employees in the workplace, the City and the Union mutually agree to adhere to the City's Drug-Free Workplace Policy which is in compliance with Section 440.102, Florida Statutes. In addition, an annual physical examination will be given to all members of the bargaining unit which will include a drug test. Failure to submit to such testing or provide a sample within a reasonable time period (three hours from the first failure to test) is considered a positive test. Employees who refuse to comply with the provisions of this Article may be subject to disciplinary action, up to and including dismissal, subject to the grievance procedures of this contract.

## **ARTICLE 35**

### **HEALTH AND WELFARE**

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

## **ARTICLE 36**

### **EXTRA DUTY EMPLOYMENT**

36.1 This article governs requested duties to a secondary employer, described as a person, business or license entity that contracts with the City of Melbourne for a bargaining unit member to perform services that is similar in scope to routine police functions and that normally will require the member to use his department uniform, and may or may not require the use of his department vehicle, equipment and resources.

36.2 Upon submission and approval of an Extra-Duty Work Request, a bargaining unit member shall be scheduled to work the extra duty assignment.

36.3 Minimum Rates – the minimum rate established for work performed under this Article shall be fifty dollars (\$50) per officer, per hour, and fifty-five dollars (\$55) for supervisors, per hour. Work

performed on recognized holidays and City permitted events shall be sixty dollars (\$60) per hour for officers and sixty-five dollars (\$65) per hour for supervisors. There shall be a minimum of three (3) hours for any assignment. Any rate changes shall be subject to negotiations between the parties.

36.4 The City will administer payment to the bargaining unit members for extra duty service through its payroll system and withhold appropriate taxes. It is understood that payments received for extra duty services shall not be considered part of “Salary” for purposes of computation of overtime or for pension benefits.

36.5 Unit members shall be provided workers’ compensation insurance coverage through the City for all extra duty services. This shall not preclude the City from seeking reimbursement for workers’ compensation coverage from the secondary employer.

36.6 A unit member who is injured while working for a secondary employer and actually carrying out law enforcement functions will be acting within the scope of his employment with the City and shall not be disqualified from receiving in-line of duty disability benefits under the police officers’ retirement plan based on the secondary employment. Compensation for the time spent carrying out law enforcement functions while working for a secondary employer will continue to be governed by paragraph 36.4 above and shall not be considered part of “Salary” for purposes of computation of overtime or for pension benefits.

36.7 There will be discussion at labor – management committee meetings regarding the number of officers to be assigned to such extra duty and appropriate screening of the extra duty assignment.

36.8 Unit members remain subject to the rules and regulations governing employees of the Melbourne Police Department. The unit member shall refuse to perform any duties deemed to be in conflict with the guidelines established by the Melbourne Police Department.

**ARTICLE 37**

**DURATION OF AGREEMENT**

This Agreement shall be effective October 1, 2023, and shall remain in full force and effect through September 30, 2026. Either party to the Agreement may give notice in writing within ninety (90) days prior to the expiration date to the other party of their desire to terminate, amend, or continue this Agreement.

CITY OF MELBOURNE:	COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION:	ATTEST:
<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> JENNI LAMB City Manager	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> GREG FORHAN Representative, Coastal Florida PBA	<hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> KEVIN MCKEOWN City Clerk
<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Date	<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Date	<hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> Date