

AGREEMENT

BETWEEN

TOWN OF INDIALANTIC, FLORIDA

AND

COASTAL FLORIDA POLICE  
BENEVOLENT ASSOCIATION

Effective October 1, 2014  
Through September 30, 2017

This Agreement between the Town of Indialantic, Florida (“the Town”) and Coastal Florida Police Benevolent Association (“the PBA”), effective this twenty-first day of October, 2014.

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## ARTICLE 1

# MANAGEMENT RIGHTS

**Reservation of Rights.** The Town exclusively reserves and retains all rights, powers, prerogatives and authority customarily exercised by management and held or exercised by the Town prior to the certification of the PBA, except as limited by law or expressly modified by this agreement.

The Town shall have the exclusive right and authority to determine and redetermine and direct the policies, mode and methods of performing all its work of any sort, without any interference in the management or conduct of the Town's operations on the part of the PBA or any of its representatives. Except as expressly limited by this agreement, the Town shall have the exclusive right to take any action it deems necessary or appropriate in the management and operation of its police department and in the direction of its workforce therein. The rights exclusively reserved to the Town shall include, but are not limited to, the right to determine the qualifications for and to select its employees; to make, enforce, and change all rules, policies and procedures relating to and governing the work, conduct and safety of unit employees; to determine the size and composition of its work force; to determine work schedules and all methods of work and operation; to assign overtime work; to select persons to perform such overtime work; to determine the number and types of equipment, processes, materials, products and supplies to be used, operated or distributed; to hire, retire, promote, demote, evaluate, compensate, transfer, assign, direct, lay off, recall, reprimand, suspend, discharge and otherwise discipline all unit employees; to maintain efficiency of employees; to institute and establish new methods and procedures of training of unit personnel and to engage in such training methods and procedures; to determine, and re-determine job content, job descriptions and all qualifications for job classifications; to determine the amounts and types of work to be performed by employees; to engage in experimental and developmental projects using unit employees; to determine whether and to what extent the work required in its operations shall be performed by employees covered by this agreement; to use managerial, supervisory or other non-unit employees to perform work performed by employees of the unit; to determine all assignments of work; to schedule the hours and days to be worked by employees on each job and each shift; to permanently or temporarily discontinue, or to transfer or assign all or any part of its facilities, functions, services, production or other operations; to open new facilities and transfer its operations or any part thereof to such new facilities; to transfer or assign employees to new facilities; to subcontract all or any part of its functions, operations or work; to expand, reduce, alter, combine, transfer, assign, cease or create any job, job classification, department or operation; to control, regulate or discontinue the use of supplies, equipment, vehicles and other property owned, used, possessed or leased by it; to introduce new, different or improved methods, means, processes, maintenance, service and operations; and to have complete authority to exercise those rights and powers which are incidental to the rights and powers enumerated above.

ARTICLE 2

HUMAN RIGHTS

The parties agree that the race, color, sex, national origin, age, handicap, religion or marital status of one or more unit employees shall not be a basis for the application of this agreement.

ARTICLE 3

RECOGNITION

The town recognizes the PBA as the bargaining agent for the following bargaining unit of the Town's employees employed in the Town of Indialantic Police Department.

INCLUDED: All full-time dispatchers including senior communications officers and sworn law enforcement officers in the classifications of patrolman, corporal, and detective.

EXCLUDED: Chief of Police, Lieutenant, Sergeant, temporary employees, and all other employees of the Town of Indialantic.

ARTICLE 4

VOTING

The Town agrees to allow each employee who is a registered voter and is scheduled to work from 7:00 a.m. to 7:00 p.m. on the day of a general election reasonable time off with pay to vote. Voting time will be scheduled in the discretion of the Police Chief or Acting Chief in such a fashion as to not interfere with normal work. The location of the Employee's precinct and the Employee's work schedule shall be considered in scheduling time off.

## ARTICLE 5

### CONFLICTING PROVISIONS

If any article of this agreement or any portion of any article is ruled to be illegal or otherwise invalid, either as to language or application, by any court or other tribunal having jurisdiction of the parties and this agreement, such ruling shall not invalidate the remaining articles and portions of articles of this agreement.

## ARTICLE 6

### EDUCATIONAL ASSISTANCE

The Town agrees to establish a tuition refund program for employees in an effort to encourage the upgrading of the educational level of its law enforcement personnel. The conditions and requirements of the program are the following:

1. The employee, with prior approval of the Police Chief, must be registered in a course related to the law enforcement field and advancing toward a law enforcement or law enforcement-related degree, including A.A., A.S., B.A., or B.S. at an accredited institution.
2. In order to obtain financial reimbursement for tuition costs the employee must:
  - (a) successfully complete the course with a minimum grade of "A", "B", "C" or "Pass" in Pass-Fail courses.
  - (b) agree to remain in the Town's employment for up to two years from the date of course completion. Upon voluntary termination of employment by an employee, he shall reimburse the Town for: (1) all tuition fees paid by the Town during the last year of his employment; (2) one-half of all tuition paid by the Town during the period between twelve (12) months and twenty-four (24) months prior to his termination.
  - (c) Submit appropriate documentation to the Police Chief within thirty (30) days from receipt of grades. Such documents shall include copies of said receipts for payment of said tuition fees, and copies of proof of minimum passing grade.
3. Tuition reimbursement shall be for the full cost of no more than three (3) courses per academic year based on the following criteria: A grade of "A" or "Pass" on Pass-Fail will receive full reimbursement; a grade of "B" will receive 75% reimbursement; a grade of "C" will receive 50% reimbursement.
4. The courses will be approved only if the Town has funds in its budget for educational assistance in the budget year in which the payment will be due. The Police Chief will make that determination.

5. The Town will reimburse for textbooks used by the bargaining unit employee in the college courses (provided the employee passes or receives a grade of "C" or higher in the course or courses in which such books were used) as above defined, which are approved by the Chief of Police.

## ARTICLE 7

# UNIFORMS AND EQUIPMENT

### Issued Equipment

All employees required to wear uniforms shall receive the following items at no cost:

#### Police Officers

1. Four summer short sleeve shirts with patches
2. Two winter long sleeve shirts with patches
3. Four uniform trousers (any required trouser length adjustments to be funded by the Town)
4. One set of collar brass (gold colored for command and detective)
5. One name plate with years of service (gold colored for command and detective)
6. One uniform chest badge (gold colored for command and detective)
7. One whistle and chain (gold colored for command and detective)
8. One multi-purpose coat
9. One rain coat
10. Shoe/boot reimbursement up to \$80 per pair with one pair being provided in a twelve month period and reimbursement as authorized by the Police Chief for other authorized equipment—e.g. flashlights, gloves
11. One set handcuffs
12. One gas mask
13. One portable radio with case
14. One shoulder mic
15. One flashlight with charger
16. One I.D. card
17. Service medals as earned
18. One baseball cap
19. One approved baton
20. One tie
21. One riot helmet
22. One bullet resistant vest
23. Ear protection for firearm qualifications
24. Chemical agent
25. Ammunition

26. Baton holder
27. An Officer certified as a Field Training Officer (FTO) and designated as an active FTO by the Police Chief shall be entitled to wear a stripe on each sleeve of his duty uniform as recognition for the responsibility

Dispatchers

1. Four summer short sleeve polo shirts with "Town of Indialantic" and job title
2. Two pair black trousers (any required trouser length adjustments to be funded by the Town)

All such items shall be and remain the property of the Town. All such items shall be kept clean and neat at the expense of the user/employee.

All other equipment shall be paid for by the Employee.

Any Town-issued equipment or uniform component which is worn out, torn or damaged while the Employee is acting within the scope of his employment shall be replaced by the Town at no expense to the Employee after inspection by the Police Chief or designee and a determination that the damage is not the result of the Employee's negligence. This does not apply to dispatcher's summer short sleeve shirts, chest badge, collar brass, or nameplate.

Any approved personal equipment of police officers lost or damaged in the line of duty and not as a result of the Employee's negligence shall be reimbursed by the Town to the amount of actual replacement cost, but not to exceed the amount indicated.

"Approved personal equipment" is only as follows:

1. prescription eye wear
2. watch (not to exceed \$100)
3. cell telephone (not to exceed \$200)
4. weapon
5. leather or nylon accessories
6. shoes (not to exceed \$80)
7. non-prescription sunglasses (not to exceed \$100)
8. handcuff case\*
9. duty belt\*
10. holster\*

Note: \*Initially purchased by Employee—replacement will be at Town expense

The detective(s) shall be compensated an additional \$100.00 per month.

All clothing and equipment owned by the Town shall be turned over to the Town in good condition upon cessation of employment for any reason as a condition to receipt of the final pay disbursement.



## ARTICLE 8

### SAFETY AND HEALTH

A. The Town will make every reasonable effort to provide and maintain safe working conditions. To this end, the PBA will cooperate and encourage the employees to work in a safe manner. Also, the Police Chief and Town Manager will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee. Within thirty (30) days of receipt of such a recommendation, the Town shall give a written reply to such employee regarding the disposition of his recommendation.

B. Each patrol car shall, as part of its normal safety equipment, have a first aid kit, a CPR mouthpiece, an operable fire extinguisher, a blanket, flares, CPR masks and gloves. Each employee shall, upon coming onto duty, check the said safety equipment and immediately notify the supervisor on duty if any of the above-stated items are missing or incomplete. The Town shall replace any missing or incomplete safety equipment as set forth above within a reasonable time period. The absence of any part of the said safety equipment shall not be grounds for the refusal of any employee to drive the vehicle in question when ordered to do so.

## ARTICLE 9

### PRIOR NOTICE OF CERTAIN CHANGES

The Town will, in its sole discretion, give the affected employee as much prior notice as is practicable under the circumstances of a transfer, new assignment, or shift change of such employee.

## ARTICLE 10

### PROMOTIONAL OPPORTUNITIES

It is the policy of the Town to consider its own employees for promotional opportunities in employment prior to considering outside applicants.

Nothing in this agreement shall prohibit the Town from hiring an outside applicant for any position, if, in the sole discretion of the hiring authority, no employee applicant possesses the necessary qualifications, credentials, skills, and experience for the position. All selection decisions made under this article shall be made at the sole discretion of management.

ARTICLE 11

SHIFT EXCHANGES/SUBSTITUTIONS

The Town may allow, upon application to the Police Chief or Acting Chief, shift exchanges or substitutions, provided:

1. An employee volunteers for each shift exchange or substitution;
2. Such employee is both qualified to perform the assigned duties and is sufficiently rested from his most recent work;
3. The shift exchange or substitution is requested in writing sufficiently in advance so as to not work a hardship on or cause undue inconvenience to the Town or any affected employee or employees; and
4. The shift exchange occurs within the same pay period.

It is understood that the Town, through the Police Chief, has sole discretion in each case to determine whether to grant or deny any shift exchange or substitution under this Article. No reasonable request shall be denied.

ARTICLE 12

SALARIES

The Town will pay base compensation consisting of salaries within and in accordance with the following minimum/maximum pay ranges effective October 1, 2014, provided both parties have ratified the agreement by that date:

	Minimum	Salary	Maximum
Police Officer/Detective(s)	\$35,669		\$53,505
Communications Officers	\$28,132		\$42,198
Sr. Communications Officer	\$29,784		\$44,675

Each employee is eligible each fiscal year for a merit increase. Such increase will be based on work performance, including but not limited to as shown by the annual performance evaluation and weapons qualification. Such merit increases may range from zero (0) to three (3) percent of the salary being paid at the time of such increase.

Each employee will receive a cost-of-living adjustment in the same amount as provided for non-bargaining unit employees provided the Town provides a cost-of-living adjustment for non-bargaining unit employees. For FY-16 providing a cost-of-living adjustment will be considered in the applicable preceding August when both parties meet to negotiate this item. Any cost-of-living adjustments agreed to shall affect the then minimum and maximum.

Each employee who has reached the maximum of his/her pay range on the effective date of a merit or cost-of-living increase shall receive the merit increase, if any, and the cost-of-living increase in a lump sum payment. If any such increase causes base compensation to exceed the maximum, the remainder of the increase shall be paid in a lump sum payment.

Prior to considering the proposed FY-16 Budget the Town will analyze the minimum and maximum salary ranges for dispatchers and police officers.

Employees assigned in writing to train newly hired police officers or communications officers will receive one (1) dollar additional compensation for each hour spent training such new hire for the duration of the written agreement.

Dispatchers (i.e. Communications Officers) shall receive a shift differential at the rate of seventy-five cents (\$.75) per hour for hours worked from 11:00 pm to 7:00 am, provided that probationary employees will not be eligible for this during training.

Police Officers shall receive a shift differential at the rate of seventy-five cents (\$.75) per hour for hours worked from 11:00 pm to 7:00 am, provided that probationary employees will not be eligible for this during training.

Police Officers permanently assigned by the Town Manager to function in a Corporal or Detective designation will receive compensation at the rate of fifty dollars (\$50) per month in addition to their regular salary. Any officer serving in the Corporal and Detective designations will receive compensation for both.

Effective April 1, 2015, dispatchers will receive compensation in the amount of forty dollars per month for having a Bachelor's degree or twenty dollars per month for having an Associate's degree. Dispatchers, regardless of the number of Bachelor or Associate degrees attained, will be eligible for compensation for only one degree. Degrees shall be from an accredited facility as determined by the Town.

## ARTICLE 13

# INSURANCE

The Town will make available health insurance\* and life insurance on a group basis to unit employees to the same extent and in the same manner that such insurance is provided to other Town employees. The town reserves the right to terminate the program or any part thereof at any time.

The dependent health coverage will be optional to all eligible employees. The town shall pay a portion of the premium for such dependent coverage which exists as of September 30, 1996 as it does for all other Town employees.

The Town reserves the right to reduce or enlarge the benefits payable under any coverages, to alter or cease any coverages, to raise or lower any “out of pocket” amounts and to raise or lower any deductibles.

The Town shall have the right to agree to or to make any changes in the costs to it or to unit employees of any element of the program, and to require unit employees to bear any portion of the cost of coverage presently paid for in full or in part by the Town. It is agreed that, in the event of a premium increase or other increase in the cost to the Town of providing any of the program, such increase will be paid by the employees in any proportion as determined by the Town, including in its entirety. All increases in employee costs described in this paragraph of this Article shall be deducted from wages, and shall be administered in the manner presently in effect.

Provided the program is available to unit employees to the same extent and in the same manner that it is provided to all other Town employees, the Town may exercise any of the foregoing rights reserved to it including the changes as above set forth, without collective bargaining as to the decision or its impact or effects.

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\* Note: “Health insurance” as used herein includes any “managed care” plan, health maintenance organization (HMO), or other arrangement for or provider of health care. The entire benefit provided in this article is referred to herein as “the program”.

#### ARTICLE 14

### HOLIDAYS

The Town, during the term of this agreement, shall recognize, with respect to unit personnel, the following holidays:

1. New Year’s Day (January 1)
2. Floating Holiday
3. Memorial Day (last Monday in May)
4. Independence Day (July 4)
5. Labor Day (first Monday in September)
6. Veteran’s Day (November 11)
7. Thanksgiving Day
8. Friday after Thanksgiving
9. Christmas Eve
10. Christmas Day

Any additional holiday recognized as to all other Town employees shall also be observed hereunder, (so long as such additional holiday continues to be so recognized).

Nothing herein shall be interpreted as meaning that the recognition by the Town of the foregoing holidays can interrupt or interfere with the normal scheduling and working of shifts. Unit personnel will be compensated at straight time for the above noted holidays. In addition, unit personnel who work the following holidays: Memorial Day (last Monday in May), Labor Day (first Monday in September), and Veteran's Day (November 11), will be compensated at straight time for hours worked. Unit personnel (other than probationary employees during training) who work the following holidays: New Year's Day (January 1), Independence Day (July 4), Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day will be compensated at time and one-half for hours worked.

An employee's request to use a floating holiday must be approved at least three working days prior to the desired time off. If the employee has not used the floating holiday within the calendar year, the floating holiday shall be considered lost and forfeited. During the initial six months of employment an employee is not entitled to a floating holiday.

In order to receive holiday compensation, an employee must have worked his preceding scheduled shift, unless excused by reason of illness, vacation or other excuse granted by his immediate supervisor.

## ARTICLE 15

# VACATION LEAVE

All full-time unit employees shall earn vacation leave. Temporary and part-time employees, if any, shall not be eligible for vacation leave. Employees are eligible to use accrued vacation leave after six (6) months from date of hire. Vacation is provided at the following annual rates:

<b>Length of Service</b>	<b>Vacation Hours</b>
Up to 36 months	80
37 to 60 months	96
61 to 120 months	120
121 months of and thereafter	160.08

The maximum number of vacation hours which can be accumulated by any employee at the end of any fiscal year is two hundred and forty (240) hours. Any vacation time earned in excess of the hours authorized which is not taken before the end of the fiscal year is forfeited and lost as of the beginning of the next fiscal year. An employee who has been unable to take earned vacation time off for which he has made a prior written request solely because the Town has denied the request for other than mission requirements shall be paid at his base hourly rate for sufficient hours to avoid such forfeiture. Accrued vacation time in excess of an annual accrual may be sold back to the Town if approved by the Town Clerk and the Town Manager.

Vacation leave shall not be authorized prior to the time it is earned and credited to the employee. On reasonable notice, the Town may require an employee to use any part of his accrued vacation leave for vacation purposes. The minimum charge for vacation leave shall be units of one-quarter hour.

Employees will be paid at straight time for unused but earned vacation leave upon layoff or termination from the employment of the Town, except that an employee who resigns must give two weeks' written notice of resignation prior to his last day of work in order to receive such payment and will forfeit such payment by failure to meet this condition. In the event of death of an employee with earned but unused vacation leave, payment for such earned leave shall be made at straight time to the employee's beneficiary, personal representative or estate or as provided by the intestate succession laws of Florida.

## ARTICLE 16

### SICK LEAVE

The Town, during the term of this agreement, shall grant to unit employees sick leave as described below, on the terms and conditions as below set forth.

Sick leave shall be granted to and shall be earned only by full-time employees. Personnel hired on or before the 15<sup>th</sup> of the month shall accumulate sick leave benefits from the 1<sup>st</sup> of the month. Personnel hired after the 15<sup>th</sup> of the month shall not accrue sick leave benefits until the 1<sup>st</sup> of the next month. Earned sick leave may not be utilized until the first day of the month following ninety (90) days of continuous employment with the Town.

Sick leave shall be accrued at the rate of 8 hours per month. There is no limit on the amount of sick leave employees may accrue.

An employee who is unable to work due to illness shall notify his on duty immediate supervisor as early as possible prior to his scheduled reporting time, giving the reason for absence and the expected period of absence. Such procedure shall be followed for each shift the employee is unable to work. Any employee not hospitalized who fails to notify the on duty immediate supervisor, as above required, within three calendar days following the shift missed by such employee, will be considered as having resigned without notice.

Sick leave shall be used only with the approval of the Department Head or his designee. Sick leave shall not be authorized prior to the time it is earned and credited to the employee.

Sick leave is authorized only in the event of the employee's or immediate family's personal illness, injury, or exposure to a contagious disease, which would endanger other employees. Sick leave may also be allowed to make possible the employee's personal appointments with a physician or dentist when it is not possible to arrange such appointments for off-duty hours. Such use of sick leave shall not exceed the time required to complete such appointments.

The minimum charge for sick leave shall be units of one quarter hour.

The Town is responsible for determining to its satisfaction that an employee is too ill to work. The Town may require an employee to present medical evidence from a licensed physician that the employee is physically not able to work. The request shall be made during the period of time off due to illness.

Upon separation, retirement or death employees shall not be compensated for unused sick leave.

#### ARTICLE 17

### BEREAVEMENT LEAVE

When death occurs in the immediate family of an employee, that employee shall be granted up to five (5) days absence from normally scheduled duty without loss of pay or benefits.

If the employee is on vacation at the time of such death, up to five (5) days of vacation may be restored.

Immediate family for purposes of this article shall be defined as: father, mother, spouse, children, father-in-law, mother-in-law, brother, sister, son-in-law, daughter-in-law, employee's and spouse's grandparents, and members of the immediate family domiciled in the household of the employee. Upon request by the Town the employee shall furnish proof of death in order to receive pay for bereavement leave.

#### ARTICLE 18

### JURY DUTY

Employees summoned by law for jury selection or service shall be granted the necessary time off from scheduled duty with pay upon presentation to their superior officer of satisfactory written evidence relating to such duty. An employee serving on such duty shall report to his assigned work location upon being released for the day if at least one (1) hour of his work hours or shift is still in effect.

This article shall apply only to petit jury service; and shall have no applicability to grand jury service unless the Town determines to apply it in full or in part, in its discretion, on an individual case-by-case basis.

Compensation paid by the state, county or other authority issuing any summons or notice for jury service must be endorsed and tendered to the Town by the affected employee as a condition to being paid by the Town for the time taken off for jury service under the foregoing language of this article.

## ARTICLE 19

### WITNESS SERVICE

Employees who are required by a valid subpoena to serve at any time as witnesses in any judicial proceeding in any matter arising out of the scope and course of their employment by the Town shall be paid for the actual time spent so serving, regardless of whether all or part of such time coincides with such employees' regularly scheduled shift.

A unit employee called under subpoena from non-duty status shall receive pay as above, or two hours at the hourly rate established by the base salary, whichever is greater.

Employees may retain the witness fee and mileage payment.

As used in this Article, "judicial proceeding" shall include hearings and discovery depositions in court cases as well as administrative and quasi-judicial proceedings.

The Town shall have discretion to arrange, in all possible cases, with the court, prosecuting attorney's office, or other party requiring attendance at the proceeding for attendance of an employee to be deferred until his actual presence is necessary.

Non-duty time when an employee is merely on call to be summoned for attendance is not compensable by the Town.

## ARTICLE 20

### PRESERVATION OF BENEFITS DURING LEAVE OF ABSENCE

In the event the Town grants an employee a leave of absence, (which in all cases is at the sole discretion of the Town), the compensation and benefits of such employee will be preserved to the extent provided below.

1. If the employee returns to employment from the leave of absence within the time agreed, his base compensation upon reinstatement will not be less than the last base compensation received before taking leave.



2. If and only if allowed by the insurance carrier or carriers and/or health maintenance organization, and subject to all provisions of the article in this agreement on employee health insurance, an employee on leave may, at his own sole expense, continue health, medical and hospitalization insurance during the period of time he is on leave. The Town shall have no legal liability, no responsibility under this agreement, and no other responsibility for any failure or refusal on the part of any insurance carrier, HMO, other health care plan or provider, or any of their agents, representatives or employees for any failure or lapse of coverage of any type which may occur during any such leave, regardless of any damage caused to the affected employee and/or other beneficiaries.
3. To the extent possible under any applicable retirement plan, an agreed leave of absence will not affect continuous service under such plan, provided the employee timely makes any and all required or necessary contributions. The Town shall not be required to make contributions during any such period. The covenant made by the Town in this subsection shall be strictly subject to, governed by and contingent on the provisions of any applicable retirement plan.

## ARTICLE 21

# RETIREMENT

The parties agree that the retirement trust fund for police officers established in Town of Indialantic Ordinance 89-15 and amended by Ordinances 91-05, 99-2, 99-4, 00-02, 01-01, 07-11, 08-07, 09-15, 10-06, 10-09, 11-15, 13-05, and 13-13 shall continue as the retirement plan for all police officers in the unit. The said retirement plan shall be subject to and governed by all provisions of the said ordinances and all applicable provisions of law.

It is agreed that the Town may, at its sole discretion, consider and take into account all state contributions (including any special distributions) in determining its annual funding requirement to the program.

## ARTICLE 22

# WORK SCHEDULE

### **Work Shift and Work Period**

- A. Eight (8) or ten (10) hours shall constitute a normal shift. The work period as set forth in Section 7(k) of the Fair Labor Standards Act is fourteen (14) consecutive days.

- B. All employees are required to be present at and on their assigned jobs for the total hours in the work shift unless absence from duty is authorized by the appropriate authority. All absences shall be properly recorded and charged.
- C. Employees shall be given twenty-four (24) hours notice of any change in the regular hours of work whenever possible. Except in case of emergency situations, the Department will avoid scheduling an employee to work continuous (back-to-back) shifts.

### **Pay Period**

The pay period shall be 14 consecutive days, beginning at 12:01 a.m. every other Wednesday.

### **Extra Duty Assignments**

Employees may be required to work extra duty in addition to regularly scheduled hours. Conditions that warrant utilization of extra duty assignments shall include, but are not limited to, emergency call back and short manning.

### **Overtime and Overtime Compensation**

- A. Overtime hours and overtime compensation shall be defined and implemented as prescribed by the Fair Labor Standards Act and the United States Department of Labor regulations existing from time to time thereunder insofar as applicable. The Town will treat unit employees under Section 7(k) of the Fair Labor Standards Act. The threshold for overtime compensation under the Fair Labor Standards Act shall be 80 hours per work period. Employees who work in excess of 80 hours per work period shall receive one and one-half times the regular rate of pay for all hours worked in excess of 80 hours in the work period.
- B. Only time actually worked shall constitute hours worked for Fair Labor Standards Act purposes except that approved vacation hours taken and paid shall be considered hours worked for the purposes of computing overtime compensation.
- C. All hours worked by employees, and all straight time compensation and overtime compensation will be recorded, calculated and paid on the basis of actual hours worked in pay periods and work periods, except as above provided. All record keeping shall be in accordance with the requirements of the Fair Labor Standards Act and the above-referenced regulations. The manner of record keeping shall be at the Town's discretion.

- D. Utilization of overtime, assignment of overtime and selection of personnel to work overtime shall be for both scheduled and non-scheduled work, and shall be done at the discretion of management. Overtime will be distributed as fairly as is practical, however in the case of dispatchers, management reserves the right to utilize part-time personnel to cover the work schedule.
- E. Non-exempt employees entitled to receive statutory overtime compensation may receive, in lieu of such compensation in money, compensatory time off at a rate of one and one half hours for each hour of work for which overtime compensation is due. In order for the foregoing mode of payment to be applicable, the affected employee or employees must have agreed to receive compensatory time off in lieu of cash before their performance of the overtime work. No more than forty (40) hours of compensatory time may be accrued for this purpose. Employees having a compensatory time balance may use such time within a reasonable time after requesting it, provided such use does not unduly disrupt departmental procedures.
  - (1) Employees having a compensatory time balance at the time of termination, whether voluntary or involuntary, shall receive payment for such hours at the last base hourly rate applicable to such employee. Paid hours for such things as holidays or sick time shall not count as hours worked in calculation of compensatory time off.

### **Callouts**

Occasionally, employees may be contacted at home and required to respond to the agency to fill a vacancy due to illness or unexpected event.

## ARTICLE 23

### POLITICAL ACTIVITY

Employees in the bargaining unit shall be prohibited from engaging in political activity such as, but not limited to, campaigning, soliciting, making speeches, or making appearances at political functions (other than as may be required by official duties), while on duty in uniform, or otherwise acting within the scope of employment. At all other times, there shall be no prohibition against peaceful political activity.

## ARTICLE 24

### GRIEVANCE AND ARBITRATION PROCEDURE

Members of the bargaining unit will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this agreement.

Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

A “grievance” is a claimed violation of this agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee (“employee” as used herein being understood to include the plural for purposes of this article) or by the PBA. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this agreement. The Town need not entertain or process under this article and may refuse to entertain or process any dispute claim or complaint or other matter not meeting this definition.

Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

**Step 1:** An aggrieved employee or the PBA shall present in writing the grievance to the aggrieved employee’s immediate supervisor within fourteen (14) calendar days of the aggrieved employee’s or PBA’s knowledge of the occurrence of the action giving rise to the grievance. The immediate supervisor shall reach a decision and communicate it in writing to the grievant within fourteen (14) calendar days from the date the grievance was presented to him. The failure of the aggrieved employee or the PBA to make the grievance known in writing to the immediate supervisor within fourteen (14) calendar days of such knowledge of the occurrence of the action giving rise to the grievance shall constitute a final and conclusive bar on the merits of the grievance. The phrase “action giving rise to the grievance” shall include a final decision made by any representative of the Town, which will result at a later time in the act which is the subject of the grievance.

**Step 2:** If the grievance is not resolved with finality at the first step, the aggrieved employee or PBA, within fourteen (14) calendar days following receipt of the answer in the first step, may forward it to the Police Chief. The Police Chief shall, within fourteen (14) calendar days of receipt of the written grievance, conduct a meeting with the aggrieved employee. The aggrieved employee may be accompanied at this meeting by a PBA representative. The Police Chief shall notify the aggrieved employee in writing of the decision not later than fourteen (14) calendar days following the meeting date.

**Step 3:** If the grievance is not fully and conclusively resolved at the second step, the grievant or PBA, within seven (7) calendar days of receipt of the answer provided in Step 2, may forward the written grievance to the Town Manager. The Town Manager may, but need not, hold a meeting with the grievant or PBA regarding the grievance. The Town shall notify the grievant and the PBA of the Town Manager’s decision within seven (7) calendar days following receipt by the Town Manager of the grievance. The decision of the Town Manager shall be determinative of the grievance.

## **ARBITRATION**

If the grievance is not resolved by the foregoing grievance procedure, the PBA, within fourteen (14) calendar days after the Town Manager's decision in Step 3, may give to the Town Manager, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the PBA with respect to the arbitrable issues.

Within fourteen (14) calendar days from receipt of such notice, the parties shall confer to select an arbitrator. In the event the parties fail to agree on an arbitrator, both parties shall, within fourteen (14) calendar days, jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Service or the Public Employees Relations Commission. The PBA and then the Town will alternately eliminate one at a time from said list the names of persons not acceptable until only one remains and this person will be the arbitrator. The Town and the PBA will alternate in the right to first strike arbitrators.

As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved, the Town and the PBA in writing. It shall be the obligation of the arbitrator to rule within twenty-one (21) calendar days after the hearing. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be paid by the losing party. Each party shall be exclusively responsible for compensating its own representatives and witnesses.

The submission to the arbitrator shall consist exclusively and entirely of the written grievance as submitted in Steps 1, 2 and 3 of the grievance procedure, and shall include a copy of this agreement.

The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this agreement. He shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this agreement to the Town or the PBA or the employees, or to establish or change any wages or rate of pay in this agreement.

No decision of any arbitrator or of the Town in one case shall create a basis for retroactive adjustment in any other case.

All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the Town, less any unemployment compensation or compensation from other sources that he may or might have received or did receive during the period for which the back pay was awarded. In settlement or other resolution of any grievance resulting in retroactive adjustment, including back wages, such adjustment shall be limited to a maximum of seven (7) calendar days prior to the date of the filing of the grievance at Step 1.

The decision of the arbitrator shall be final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law.

It is agreed, with respect to this grievance and arbitration procedure, that:

- A. It is the intent of the parties that grievances must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in writing at Step 1 within seven (7) calendar days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within seven (7) calendar days after knowledge of a final decision which will or may result in the act which is the subject of the grievance.
- B. A matter otherwise constituting a grievance not presented at Step 1 within the time limit prescribed in Step 1 and in compliance with paragraph A above shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only factual disputes as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not advanced to Step 2 or Step 3 or to arbitration within the time limits prescribed herein for such advancement shall be similarly permanently withdrawn and barred. Failure on the part of the Town to respond within the time limit set forth at any step shall require the aggrieved employee or PBA to proceed to the next step, and failure on the part of the aggrieved employee or PBA to so proceed within the time limit after expiration of the time limit for the Town's response shall cause the matter to be barred as set forth in this paragraph.
- C. A time limit at any stage of the grievance procedure may be extended by written mutual agreement of the PBA and the Town Manager.
- D. All grievances shall be dated and signed by the aggrieved employee or PBA representative. Any decision rendered shall be in writing and shall be dated and signed by the Town's representative at that step.
- E. In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following:
  - 1. a statement of the grievance and facts upon which it is based;
  - 2. the section or sections of this agreement claimed to have been violated; and
  - 3. the remedy or correction requested.
- F. All grievance hearings will be during normal business hours.
- G. Any grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after completion to Step 2 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the PBA claims that a grievance affects the entire unit, it may describe the unit generally.

- H. In all cases requiring the aggrieved employee or the PBA to timely present or advance a grievance to a designated Town official, hand delivery during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday to the office of that official shall be sufficient for compliance with prescribed time limits if the designated official is not personally available for service. Where the last day for such presentation or advancement falls on a Saturday, a Sunday or a holiday expressly recognized as such under this agreement, presentation or advancement shall be timely if made on the next business day following such Saturday, Sunday or holiday.
- I. Nothing in this agreement shall prohibit the presence of a PBA representative at any meeting held at Steps 1, 2 or 3 of this procedure. In cases where a grievance has been presented by an employee without the participation of the PBA, the Town and the aggrieved employee shall be obligated to give the PBA reasonable prior notice of any and all meetings or other proceedings involving the grievance, other than informal discussion between the aggrieved employee and his immediate supervisor.

#### ARTICLE 25

### REVIEW OF DISCIPLINARY ACTION

The parties agree that non-probationary unit members may invoke Sections 10 or 11 of the Town's Personnel/Civil Service Manual, March 1997 as revised through February, 2013 ("Personnel/Civil Service Manual") in all cases of discipline of such members, including discipline resulting from any violation of the Town's Drug-Free Workplace Program. Section 10, if invoked, will apply to disciplinary action other than discharge, demotion or suspension with loss of compensation. Section 11, if invoked, will apply to cases of discharge, demotion or suspension with loss of compensation. In all cases, the parties and the affected employee or former employee shall strictly observe the provisions of Sections 10 and 11 of the Personnel/Civil Service Manual, except that in matters arising under Section 10 of the Personnel/Civil Service Manual, the time deadlines in the three steps of Article 24 will be observed instead of those in the three steps of Section 10. Any affected employee may have representation of his or her choice at any step or proceeding hereunder, except at Step 1 under Section 10.

No issue or matter involving discipline of a unit employee shall be cognizable under the grievance and arbitration article of this Agreement, with the sole exception of the issue of the right of a unit member, including a discharged unit member, to invoke the said sections of the Personnel/Civil Service Manual as above agreed. The Town shall have the right to decline to receive and process any purported grievance under this Agreement involving discipline other than as above agreed.

This Article shall not apply to probationary employees as defined in Section 2, Part 2, of the Personnel/Civil Service Manual, who are subject to discipline and discharge at the will of the Town.

#### ARTICLE 26

### APPENDICES AND AMENDMENTS

Appendices and/or amendments of this agreement, if any, shall be lettered or numbered, dated, and signed by the parties, and shall constitute part of this agreement.

#### ARTICLE 27

### PAYROLL DEDUCTIONS

Upon receipt of a lawfully executed written authorization form from an Employee, the Town agrees to deduct the regular PBA dues of such Employee from his regularly disbursed pay and remit such deductions to the duly elected treasurer of the PBA.

Any Employee may revoke his authorization for dues deductions and shall submit such revocation in writing to the Town with a copy to the PBA.

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

The PBA agrees to indemnify and hold harmless the Town, its agents, employees and officials, elected or otherwise, from and against any claims, demands, damages, or causes of action (including but not limited to claims, etc. based on clerical or accounting errors caused by negligence), of any nature whatsoever, asserted by any person, firm or entity, based on or relating to any payroll deduction required or undertaken under this article, and agrees to defend at its sole expense any such claims.

#### ARTICLE 28

### BULLETIN BOARD

- A. The Town shall furnish the PBA with bulletin board space at the police station in a conspicuous place for posting of the following types of notices:
  - 1. Recreational and social affairs for the PBA,



2. PBA elections,
  3. Reports of the PBA,
  4. PBA meeting notices.
- B. Notices and announcements shall be mutually agreed upon by the Police Chief, or his designee, and the PBA representative prior to posting.
  - C. It is intended, for purposes of interpretation, that the bulletin board provided shall be used primarily for Employee information and internal communications, and not for the basic purpose of communicating with the general public.
  - D. This bulletin board shall not exceed 24 inches by 48 inches.
  - E. Any material not agreed upon in advance by both parties can be removed by either party.

ARTICLE 29

DURATION

This Agreement shall take effect in accordance with Section 447.309, Florida Statutes, on October 1, 2014, provided both parties have ratified the agreement by that date, and shall terminate on September 30, 2017. If either party wishes to bargain collectively before September 30, 2017 for a new agreement, that party must give written notice to the others to that effect which must be received by July 31, 2017.

Executed \_\_\_\_\_, 2014

TOWN OF INDIALANTIC

ATTEST: \_\_\_\_\_  
Laura Eaton, CMC  
Town Clerk

\_\_\_\_\_  
Christopher W. Chinault  
Town Manager

Executed \_\_\_\_\_, 2014

COASTAL FLORIDA POLICE  
BENEVOLENT ASSOCIATION

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

Ratified this \_\_\_\_ day of \_\_\_\_\_,  
2014

TOWN OF INDIALANTIC

ATTEST: \_\_\_\_\_  
Laura Eaton, CMC  
Town Clerk

By: \_\_\_\_\_  
Dave Berkman, Mayor

Ratified this \_\_\_\_ day of \_\_\_\_\_,  
2014

COASTAL FLORIDA POLICE  
BENEVOLENT ASSOCIATION

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

ARTICLE 29

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Executed October 21, 2014

ATTEST: Laura Eaton  
Laura Eaton, CMC  
Town Clerk

TOWN OF INDIALANTIC

[Signature]  
Christopher W. Chinault  
Town Manager

Executed October 21, 2014

COASTAL FLORIDA POLICE  
BENEVOLENT ASSOCIATION

By: [Signature]  
PRESIDENT

Ratified this 21 day of October  
2014

ATTEST: Laura Eaton  
Laura Eaton, CMC  
Town Clerk

TOWN OF INDIALANTIC

By: [Signature]  
Dave Berkman, Mayor

Ratified this \_\_\_ day of \_\_\_\_\_,  
2014

COASTAL FLORIDA POLICE  
BENEVOLENT ASSOCIATION

By: [Signature]  
PRESIDENT