

AGENDA ITEM SUMMARY

Meeting Date:	SEPTEMBER 5, 2018
Agenda Category:	CONSENT BUSINESS
Agenda Item Number:	10 C
Subject:	COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION CONTRACT AMENDMENTS (CITY MANAGER)
Attachments:	Contract amendments
Staff Contact:	City Manager Fettrow
Background:	After several meetings between the City and the Union, parties have tentatively agreed to the changes (attached in red).
Reference:	Bargaining Unit Agreements
Suggested Action:	Approve the contract amendments for the Coastal Florida Police Benevolent Association

ARTICLE 6
PHYSICAL EXAMINATION/DRUG TESTING

- A. The City reserves the right to request an employee to take a drug and/or controlled substance test and/or psychological examination, with a showing of reasonable suspicion as determined by the standards used in law enforcement. The following procedures shall apply:
1. Upon implementation of a physical exam/testing procedure on an employee, the City will immediately notify the bargaining unit president of the action taken and the name of the suspected employee.
 2. All test results shall be kept confidential and shall be available only to the designated Employer representatives, designated bargaining unit representatives, or designated Legal representatives.
 3. Any employee who tests positive shall be given access to all written documentation available from the testing laboratory which verifies the accuracy of the equipment, the qualifications of the lab personnel, the chain of custody of the specimen, and the accuracy rate of the laboratory. The employee may request a retest at his/her own expense at the same facility or a City approved facility within twenty-four (24) hours of the first test.
 4. An employee's refusal to submit to testing upon request, based on this standard, may be grounds for immediate termination.
 5. Discipline related to a confirmed positive test result shall be consistent with the seriousness of the infraction, including rehabilitation without pay up to termination.
- B. All employees injured on the job shall undergo drug and controlled substance tests pursuant to the City's Drug Free Workplace Program ~~when it is post traffic accident (and the officer is at fault) or use of force and an injury to the officer is involved~~ as outlined in the City of Rockledge Policy and Procedures manual.

ARTICLE 7
CHECKOFF

- A. Employees covered by this agreement may authorize, in writing, payroll deductions for the purpose of paying PBA dues. The City shall not provide dues deduction for any other labor organization for bargaining unit members covered by this contract.
- B. The PBA will initially notify the City as to the amount of the deductions. Such notification will be certified to the City in writing over the signature of an authorized officer of the Union. Changes in PBA membership dues will be similarly certified to the City and shall be done at least one (1) month in advance of the effective date of such change.
- C. Dues shall be deducted biweekly (26 ~~weeks-pay periods~~ per calendar year) and the funds deducted shall be remitted monthly to the CFPBA office. The PBA will indemnify, defend, and hold the City harmless against any claims made and against any suits instituted against the City on account of payroll deduction of Union dues.
- D. The payroll deduction shall be revocable by the employee notifying the City and the PBA in writing on a prescribed form at least thirty (30) days prior to the date upon which such revocation shall become effective.

ARTICLE 13
BEREAVEMENT LEAVE

- A. Upon notification to the Department Director or designee, an employee may be granted time off with pay due to a death in the employee's immediate family, or the spouse's immediate family (mother, father, brother, sister, children, grandchildren, grandparents). If requested, the leave shall begin ~~the day following the date of death~~ within seven (7) days of death using the following criteria:
1. For employees who have a five-day work week schedule
 - a) In-state: Up to three (3) consecutive working days (not to exceed five (5) calendar days)
 - b) Out of state: Up to five (5) consecutive working days (not to exceed seven (7) calendar days)
 2. For employees assigned to the Patrol Division whose work week is less than five days
 - a) In-state: Up to three (3) consecutive working days (not to exceed seven (7) calendar days)
 - b) Out of state: Up to five (5) consecutive working days (not to exceed nine (9) calendar days)
- B. An employee may request to use sick leave for additional days off related to a family death; however, it shall require approval from the City Manager or designee.
- C. Bereavement leave shall not be deducted from any other form of leave unless approved by the City Manager or designee.
- D. To be eligible for pay, a newspaper clipping, funeral memorial card, certification of the obituary or death certificate may be submitted for verification.
- E. In extenuating circumstances, the City Manager shall be authorized to modify the bereavement leave policy.

ARTICLE 18

WAGES

A. Effective the first full pay period commencing ~~October 8, 2017~~ in the new fiscal year, non-probationary members covered by the Bargaining Unit Agreement shall receive a ~~2.25~~ 3% increase of their current base salary. Upon completion of the probationary period, probationary employees will receive \$750.00 increase in base salary. An employee whose current annual salary exceeds the maximum wage range amount will receive a lump-sum payment of \$1,000.00 on the first pay period following their employment anniversary date. Also, if the ~~2.253~~ 3% increase causes an employee to reach maximum and is less than ~~2.253~~ 3%, the employee shall receive the balance (not to exceed \$1,000) on the first pay period following their employment anniversary date. The wage range for the bargaining unit members shall be as follows:

	<u>Minimum</u>	<u>Maximum</u>
Officers	\$ 36,500	\$ 58,000 <u>60,000</u>
Sergeants	\$ 51,500 <u>53,000</u>	\$ 63,000 <u>65,000</u>
Public Safety Telecommunicators	\$ 29,000 <u>29,500</u>	\$ 40,500 <u>42,000</u>

The City reserves the right to compensate new bargaining unit members at a higher rate of pay commensurate with prior experience, provided the new bargaining unit member is a certified experienced law enforcement officer or PST.

- B. The person designated as PST Supervisor by the Chief of Police shall be provided with an annual incentive of \$3,000.00, payable in bi-weekly increments.
- C. The City agrees to compensate sworn personnel assigned to the Investigative Division and performing investigative duties a \$40.00 per week “assignment” incentive pay. This incentive pay will only be received while in the Investigative Division and shall be rescinded upon transfer from this division.
- D. Promotion to the rank of corporal will take place through appointment by the Chief of Police.
1. Officers shall have a minimum of two (2) years of experience with the Rockledge Police Department to be eligible for the position.
 2. Officers meeting the service requirements and desiring consideration for appointment will, upon announcement of an opening by the Chief of Police, submit their names for consideration.
 3. Any officer appointed to the position of corporal will serve in that position at the sole discretion of the Chief of Police. Furthermore, while assigned to the position of corporal, the

officer will remain in the Police Officer pay scale and progress normally therein.

4. As compensation for duties performed while assigned as a corporal, officers will receive an additional \$40.00 per week assignment pay. Should the corporal designation be removed by the Chief of Police, the assignment pay will be rescinded.

E. An employee promoted to the rank of sergeant shall receive a five percent (5%) increase from their base pay as a police officer or of their base pay as a corporal and be placed onto a step in the sergeant's pay plan that is equivalent to five percent (5%). In the case where the five percent (5%) adjustment does not equal a step in the sergeant's pay plan, then the employee receives the five percent (5%) and is moved up to the closest pay step.

The employee will then receive further wage increases and progress in the same manner as other bargaining unit members in the same pay grade.

F. Certified Field Training Officers (FTOs) Lead Public Safety Telecommunicators (LPSTs) and Public Safety Telecommunicator Training Officers (PSTTOs) appointed by the Chief of Police or designee shall receive \$40.00 per week "assignment" incentive pay. Bargaining Unit Members who do not receive FTO or LPST incentive pay but perform those duties and complete a Daily Evaluation Report (DER) during their shift shall receive \$7.00 per day pay. A memorandum shall be sent with payroll to Finance listing those bargaining unit members to receive the \$7.00 pay.

G. Pursuant to the conditions of Section 4.10 of the Personnel Policies and Procedures Manual of the City of Rockledge, longevity pay shall be provided to bargaining unit employees.

H. Communications Officers on second shift (evenings) shall receive a 30¢ per hour pay differential; those on third shift (nights) shall receive a 50¢ per hour pay differential.

I. Assignment to the position of Community Resource Officer (CRO) will take place through appointment by the Chief of Police or designee.

1. Officers appointed to serve in the position of Community Resource Officer (CRO) will be compensated for working six (6) observed Holidays, which are listed below:

- Martin Luther King's Birthday
- Memorial Day
- Independence Day
- Veterans Day
- Two (2) additional holidays chosen by the Chief

2. As compensation for duties performed while assigned as a Community Resource Officers (CRO), officers will receive an additional \$20.00 per week assignment pay. Should the appointment/assignment to the position of Community Resource Officer (CRO) be terminated by the Chief of Police, the assignment will be rescinded.
 3. In the event that a corporal is selected to serve as a Community Resource Officer (CRO), said corporal will continue to receive their ~~\$20.00~~40.00 per week corporal pay in addition to the ~~\$20.00~~40.00 per week assignment pay as a Community Resource Officer (CRO). For the purpose of this section, nothing herein mandates, nor should it be interpreted to be mandated, that an officer hold the rank of corporal in order to be assigned to the position of Community Resource Officer.
 4. It is the declared policy and intent of the City that the regular workweek of the Community Resource Officer (CRO) shall consist of a flex schedule of forty (40) hours worked in eight (8) hour periods, as approved by the Chief of Police or his designee. On occasion, the Community Resource Officer (CRO) may be required to work on a Saturday or Sunday for events as determined by the Chief of Police or designee. When such a need arises, the Community Resource Officer (CRO) will be expected to take a day off on a weekday to balance his or her schedule.
- J. Assignment to the position of Fire Inspector/Plan Reviews will take place through appointment by the Public Safety Director/Chief of Police or his designee.
- ~~1. —1.~~ As compensation for duties performed while assigned as a Fire Inspector/Plan Reviews, the individual will receive an additional \$96.00 per week assignment pay. Should the appointment/assignment to the position of Fire Inspector/Plan Reviews be terminated by the Public Safety Director/Chief of Police, the assignment pay will be rescinded.
- K. Sworn personnel assigned to the K9 Unit, School Resource Officer (SRO) Division, and Administrative Accreditation position will receive an additional \$20.00 per week assignment pay. Should the appointment/assignment to the position be terminated, the assignment pay will be rescinded.

ARTICLE 19
RETIREMENT - EDUCATION

- A. The City and Union agree to adhere to all the provisions of the current Retirement Plan as administered by the Retirement Committee and approved by the City Council. Amendments to the current Retirement Plan shall be ratified by the bargaining unit prior to taking effect. Bargaining unit members covered by this agreement hired after January 2, 2013 shall have a benefit level as follows: Three percent (3%) per year for 25 years for a maximum multiplier of 75% of eligible pay as defined by the Retirement Plan. There shall be no increase in the multiplier after 25 years.
- B. The City and Union agree that any and all accumulations of additional premium tax revenues have been and shall continue to be applied to reduce the unfunded actuarial accrued liability of the plan. In addition, the parties agree that all premium tax revenues, pursuant to Chapter 185, Florida Statutes shall be applied to reduce the Unfunded Actuarial Accrued Liability to the plan. The parties agree that the City will establish a defined contribution plan (share plan) as a component of the Plan in accordance with Florida Statute 185.35(1) (2015 SB 172), but the defined contribution plan will not be funded.
- C. Any full-time sworn police officer (as defined by Florida Statutes 943.22), upon completion of an Associate degree or its equivalent, will receive, in addition to any other salary or allowances, an incentive pay from the City of \$5.00 per week. Upon completion of a BA or BS [four (4) year degree], this sum shall be increased to \$10.00 per week. Employees who were non-probationary and had attained the degree status noted in this section shall continue to receive this provision if attained not later than June 30, 2000. Employees receiving the degree(s) after this date shall be ineligible to receive this compensation.
- D. Any communications officer, upon receiving an Associate degree or higher will receive, in addition to any other salary or allowances, an incentive pay from the City of \$5.00 per week.
- E. Any police officer who retires after ~~fifteen (15)~~ten (10) years of service with the City of Rockledge shall be presented their badge and service weapon upon completing their last tour of duty.
- F. The Retirement Committee shall determine the form of retirement income payment or benefits available to the participant, but it shall not include a total lump sum payment benefit.

ARTICLE 21
PROBATION AND REDUCTION IN FORCE

- A. **PROBATION:** Employees hired after November 1, 2014, shall serve a probationary period of eighteen (18) months, the probationary period starts the first day the police officer or PST begins the Field Training (FTO program). Those employees being promoted to a higher classification shall serve a probationary period of six (6) months in the higher classification (job qualifications only).
- B. **LAYOFF:** The Department Director will notify the PBA in advance of any pending reduction in force.
- C. **RECALL:** Employees in layoff status will retain recall rights for twelve (12) months and shall have preference to work over applicants on eligible lists.
1. Recall will be offered to laid-off employees provided they are physically qualified to perform the duties on the job.
 2. Employees who return to a job classification covered by this agreement shall receive the rate of pay that they received prior to layoff.

ARTICLE 27
OVERTIME AND SPECIAL WAGE PROVISIONS

- A. **OVERTIME PAY**: Overtime will be compensated at one and one-half (1.5) times the regular pay for time worked in accordance with the provisions of the Fair Labor Standards Act, as applicable and modified by Article 37. For purposes of overtime, paid leave shall include vacation leave, holidays, compensatory time only if mandatorily called-back during the same pay period, and mandatory administrative leave (non-disciplinary related), when taken.
- B. **CALL-BACK PAY**: When the City requires the employee to return to work for duty not in his assigned shifts, the City shall compensate the employee for a minimum of two (2) hours pay. Upon the completion of the special detail for which an employee is called back to work, the employee shall be released immediately. Those employees who are called in immediately prior to or immediately at the end of their regular shift will be compensated for the actual time spent which was in excess of their regular shift, and said time will include travel time, if applicable.
- C. **RIOT, HURRICANE, AND EMERGENCY PAY**: Any bargaining unit employee required to work beyond his normal duty hours during a riot or hurricane or other emergency when it is declared as an emergency by the City Manager or agent shall be paid for such time at the rate of one-and-one-half (1.5) times his normal rate within the following pay period.
- D. **SPECIAL COMPENSATION - ACTING RANKS**: Any employee who is officially designated by the Department to act in rank higher than his permanent rank and actually performs all said duties for a period in excess of one (1) shift as a sergeant shall receive incentive pay of \$30.00 for each shift said employee acts in said position, or the equivalent of the starting salary for the position of Sergeant, whichever is greater.
- E. **REIMBURSEMENT FOR MILEAGE**: Any employee who is authorized by the City to use his personal vehicle in the performance of official City duties, including attendance at court, shall be compensated at the State-approved rate.
- F. **CALL-BACK FOR COURT APPEARANCE**: When the employee is required to attend court while not on his regular shift and as a part of his law enforcement responsibility, the City shall compensate the employee a minimum of two (2) hours pay. Those employees who appear in court immediately prior to or immediately at the end of their regular shift will be compensated for the actual time spent which was in excess of their regular shift, and said time will include

travel time, if applicable.

G. The provisions of this section are subject to the provisions of Section A above governing the applicability of overtime payments.

H. **COMPENSATORY TIME:** An employee may elect compensatory time in lieu of payment for overtime. Any employee may accrue 120 hours of compensatory time, which may be used for time off as workload permits, and as approved by the Chief of Police or designee. ~~An employee designated as a School Resource Officer may accumulate a maximum of one hundred twenty (120) hours of compensatory time during the school year, but shall use down to sixty (60) hours by August 1 of each year. Compensatory time shall be used in increments of no less than one (1) hour. Should a member of the Emergency Response Team (ERT) use compensatory time in the same pay period as training, the compensatory time earned for said training will be earned at straight time.~~

I. Individuals may request overtime payment in the form of compensatory time off in accordance with existing policy.

J. Meals for training courses will be reimbursed pursuant to existing City policy if the class/session is held outside the Central Brevard Area, as defined: *St. Johns River on the west, Banana River on the east, State Road 528 on the north, and Pineda Causeway on the south.*

K. Bargaining unit employees late to work shall have pay deducted in quarter-hour (15-minute) increments; if an employee is less than 15 minutes late, normal disciplinary policy shall be followed.

L. Officers suspended without pay shall not work overtime in the same pay period as the suspension occurred.

M. Employees completing firearm training, defensive tactics, or other physical types of training shall be permitted to shower and change uniforms prior to resuming normal duties, but said time shall not exceed one (1) hour from time of release from training.

ARTICLE 33
SCHOOLS AND TRAINING

A. The City agrees that today's police officers require a greater knowledge of more complex areas of the social system than at any other time in history. Therefore, the City hereby adopts a more liberal attitude in encouraging its officers to attend advanced training college courses. Therefore:

Wherever possible, the City agrees to modify the working schedules of bargaining unit employees attending advanced schools and college courses that are job related.

1. A bargaining unit employee may, upon request, be granted an unpaid leave of absence by the City Manager at his discretion for educational purposes at any accredited institution when it is related to the bargaining unit member's employment. This period may be renewed from year to year at the request of the bargaining unit employee, to a maximum of one (1) year at the discretion of the City Manager.

B. The City agrees to establish a tuition refund program for employees of the bargaining unit in an effort to encourage an upgrading of the educational level of its law enforcement personnel. The City shall provide funding for tuition reimbursement program in the Police Department at the rate of \$5,000 per fiscal year, beginning October 1, 2018. The program will be based upon the following principles.

1. The employee must be registered at an accredited institution in a career related course (to include a course required in the curriculum for attainment of a degree in a law enforcement related subject).
2. To obtain reimbursement for tuition, the employee must:
 - a) Successfully complete the course with a final grade of "C" or better ("Pass" in Pass/Fail course).
 - b) Agree to remain in the City's employment for one (1) year following the completion of the course.
 - c) Submit request for reimbursement along with appropriate documentation within thirty (30) days of receipt of a final grade.
 - d) Not have received any other reimbursement from another agency.
3. The City will provide reimbursement for no more than two (2) courses per semester (6 classes per calendar year). Payment shall be limited to \$200 per credit hour for tuition and books, based on actual receipts. The City shall not pay for any advanced degree beyond a Bachelor's Degree, unless enrolled in an advanced degree program as of October 1, 2012; however, payable at the State-approved rate for Bachelor's Degree.

ARTICLE 40
DURATION

This agreement shall become effective upon ratification by both parties and shall remain in full force and effect until its expiration date of September 30, ~~2018~~2021.

It is agreed and understood by the parties that Article 18 WAGES shall be opened in years two and three of the contract (Fiscal Years ~~2017-2020~~ and ~~2018~~2021). ~~However, minimum and maximum amounts for each job classification shall not be opened until year three (Fiscal Year 2018). Article 19 RETIREMENT-EDUCATION may be opened at any time by mutual consent. One article may be opened by each party in Fiscal Years 2020 and 2021.~~

Ratified by the Bargaining Unit Members the ~~24th~~13th day of August ~~2017~~2018.

Authorized by the City Council, City of Rockledge, Florida, at its meeting on the ~~6th~~-day of ~~September 2017~~.

FOR THE CITY:

FOR THE BARGAINING UNIT:

Brenda Fettrow, City Manager

Mike Scudiero, Staff Representative

Thomas J. Price, Mayor

Michael P. Boyd, Local Representative