

# AGREEMENT

between

**The City of Rockledge**  
Florida



and



**Fraternal Order of Police**

representing

**Rockledge Police Department**  
**Bargaining Unit of Lieutenants**

for the period

**October 1, 2011**

through

**September 30, 2014**

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ARTICLE I  
PREAMBLE

A. This agreement is entered into by the City of Rockledge, Florida, hereinafter referred to as the *City*, and the Fraternal Order of Police, hereinafter referred to as the *FOP*, to establish an orderly and peaceful procedure, 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 other conditions of employment.

ARTICLE II  
RECOGNITION

- A. The City of Rockledge acknowledges that the Public Employees Relations Commission (PERC) has certified the FOP as the collective bargaining agent for the permanent and probationary employees of the City of Rockledge in the job classification of Lieutenant.

ARTICLE III  
MANAGEMENT RIGHTS

- A. The FOP recognizes the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities; and all powers and authority of the City are retained by the City, except as modified by State Law. Management officials of the City possess the rights, in accordance with applicable laws, regulations, and provisions of the Personnel Management System, but are not limited, to the following:
1. To manage and direct the employees of the City;
  2. To hire, promote, transfer, schedule, assign and retain employees in positions with the City;
  3. To suspend, demote, discharge or take other disciplinary action against employees for just cause;
  4. To relieve employees from duties because of lack of work, funds, or other legitimate reasons;
  5. To maintain the efficiency of the operations of the City;
  6. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work;
  7. Organization of City government;
  8. The number of employees to be employed by the City;
  9. The number, type and grades of positions or employees assigned to an organizational unit, department or project;
  10. Internal security practices;
  11. Those matters covered by the Personnel Manual.
- B. The City has the sole authority to determine the purpose and mission of the City Council and the amount of the budget to be adopted by the City Council.
- C. If, in the sole discretion of the City, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE IV  
FOP SECURITY

- A. The City will make available to the FOP a copy of this agreement for each bargaining unit employee covered by this agreement and will place a copy on the bulletin board as described in Article X of this agreement for the purpose of information and to make known that the FOP has been certified by PERC as the appropriate bargaining agent, costs to be paid one-half (1/2) by each party, not to exceed \$100 per party.
  
- B. The City and the FOP agree not to interfere with the rights of bargaining unit employees to become members of the FOP, and there shall be no discrimination, interference, restraint or coercion by the City because of an employee's lawful activity on behalf of the FOP, and the FOP agrees to abide by the same principle as it relates to non-union employees.

ARTICLE V  
NO-STRIKE PROVISIONS

- A. The parties of this agreement agree that there shall be no strike, walk-out or slow-down promoted or instigated by the FOP, its officers or its membership, and that there shall be no lock-out of employees by the City during the period of this agreement or as a result of any dispute with the FOP. No employee shall refuse to report for duty or to perform his assigned duties because of any demonstration or pickets by any organizations.

ARTICLE VI  
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. No positive confirmation shall be released until the employee has consulted with the MRO.
  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.
- C. All employees injured on the job requiring medical attention shall undergo drug and controlled substance tests pursuant to the City's Drug Free Workplace Program, where reasonable suspicion exists.

ARTICLE VII  
CHECKOFF

- A. Employees covered by this agreement may authorize, in writing, payroll deductions for the purpose of paying FOP dues.
- B. The FOP 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 FOP 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 weekly (48 weeks per calendar year) and the fund deducted shall be remitted to the treasurer of the FOP within thirty (30) days. The FOP 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 FOP in writing on a prescribed form at least thirty (30) days prior to the date upon which such revocation shall become effective.

ARTICLE VIII  
FOP REPRESENTATION

- A. Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party. The bargaining committee of the FOP shall consist of not more than three (3) representatives. The FOP will furnish the City Manager's office with a written list of the FOP's bargaining committee, upon his request.
- B. In addition to the FOP representatives, the City agrees to recognize one (1) Chief FOP Agent. (The Chief FOP Agent is the President of the local unit or his designee from within the bargaining unit.)
- C. The names and shift assignments of all FOP representatives and FOP agents shall be given in writing to the Office of the City Manager, as well as any change in such list, prior to the effective date of their assuming duties of office. Such notification shall be made by an officer of the FOP.
- D. FOP representatives shall be allowed to communicate official FOP business to members prior to on-duty roll call and following off-duty roll call.
- E. FOP representatives and agents may be permitted to discuss FOP business with bargaining unit members during their duty hours, provided such discussions shall not interfere with the performance of the member's duties and service to the community. The FOP agrees that this privilege shall not be abused.
- F. Copies of special orders, general orders or training bulletins affecting FOP members shall be made available to the FOP fourteen (14) days prior to it taking place, unless a matter of safety or liability to the City.
- G. The City and the FOP agree to meet and confer on matters of mutual interest upon written request of either party. The written request (agenda) shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussions shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to both parties. The FOP and City shall have the right, at these special

meetings, to recommend any corrections to any inequities known to the FOP or the City. Informal meetings may be held at any time upon verbal agreement of the FOP and the City.

H. Solicitation of any and all kinds by the FOP, including solicitation of membership and the collection of FOP monies, shall not be engaged in during working time.

ARTICLE IX  
FOP BUSINESS

- A. FOP officials, up to a maximum of one (1) or a designated alternate in any one instance, shall be granted time off with pay and no loss of benefits to attend state or local FOP meetings, and that such time be deducted from accrued vacation time for the individual.
- B. Employees who are elected FOP officials of the Fraternal Order of Police shall be granted time off by Department Management to attend FOP meetings with pay, provided:
1. A written request is submitted to the Department Management at least seventy-two (72) hours prior to the time-off period, and
  2. Sufficient manpower is available in the regular shift to properly man the department during the absence of the FOP official, limited to one (1) member per shift.
  3. This time shall be without loss of pay, but shall be charged against vacation time shall be made available on a day-to-day basis as requested by the members affected.
- C. The City will provide a combined cumulative total of not more than **sixty (60) hours** of time off with pay for those members of the FOP engaged in collective bargaining, investigation or adjustment of grievances, meetings with administrative officers relating to wages, hours and conditions of employment between the FOP and the City, limited to one (1) member. Said time is to be designated as FOP Activities Time and shall not exceed **sixty (60) hours per contract year**.

ARTICLE X  
BULLETIN BOARD

- A. The City agrees to provide space for a bulletin board at the Police Station to provide convenient access to all members of the bargaining unit, for the exclusive use of the FOP. The bulletin board shall be provided by the FOP at no cost to the City.
  
- D. Only notices pertaining to recreational and social activities, FOP elections, meeting notices, FOP reports, legislative enactments and judicial decisions affecting public employee relations, and similar items of member interest, shall be posted on the FOP bulletin board.
  
- E. The FOP is responsible for posting and removing approved material from the bulletin board, and for maintaining it in a neat and orderly fashion.
  
- F. The City shall provide individual information boxes for communication within the Department. The FOP representative(s) may use these boxes for communications with individuals about FOP matters.

ARTICLE XI  
GRIEVANCE PROCEDURES

- A. In 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 in this department for the resolution of grievances between the parties arising from the application or interpretation of this agreement.
- B. A grievance is defined as any disagreement, submitting in writing by a member of the bargaining unit, over the interpretation and application of the terms of the agreement.
- C. The following steps shall constitute the grievance procedure:
- STEP I: Any employee claiming a breach of any provision of this contract may refer the matter, personally and with the FOP, in writing on the proper form (see exhibit attached); the original to be presented to the Chief of Police, a copy to the designated FOP Representative, and a copy to the grieved party. Said written grievance shall be presented within fourteen (14) days of the grieved action and shall state the nature of the grievance, the section of the contract violated, the remedy requested, and a declaration regarding the employee's option for a meeting with the Chief of Police (the option for the meeting is only available for discipline resulting in a verbal reprimand or greater, and only after a meeting has been held with a supervisor issuing the discipline). The Chief of Police shall, within seven (7) days from either his meeting with the employee, or receiving a written grievance which did not include a meeting, respond in writing to the party with a copy to the FOP.
- STEP II: Thereupon, if the grievance remains unadjusted after Step I, then the grieved party or the representative of the FOP may refer the grievance within seven (7) days from the response in Step I, to the City Manager, If the grievance is over issued discipline concerning a major offense or greater, the employee may make a written request to meet with the City Manager to explain his position. The City Manager shall have fourteen (14) days from either meeting with the employee or receiving a grievance that did not include a meeting, in which to reply, as stated above.
- STEP III: Thereupon, if the grievance remains unadjusted after Step II, or if the City Manager fails to respond within the time limits of Step II, then the grieved party or the representative of the FOP may demand that the issue be arbitrated. Such demand shall be in writing to the City Manager.
- D. After the grievance has been submitted for arbitration, the parties or their representatives shall request the panel of arbitrators from the roster provided by the Federal Mediation Service. The parties shall select an arbitrator from the list by such method as they may jointly elect; or if they are unable to agree on such method, then by the method of alternative striking of names. The

grievant shall strike a name objectionable to it until the final name on the list shall be the arbitrator.

- E. The arbitrator's decision shall be final and binding, but this shall have no power to alter, modify, amend, add to or detract from the terms of the contract. His decision shall be made in writing.
- F. The parties shall share the costs of arbitration. However, the cost of a Court Reporter or mechanical recording device and subsequent transcripts shall be paid by the party requesting it.
- G. No bargaining unit member shall be allowed to proceed to arbitration, and the City shall not be required to process any request for arbitration, without the written authorization from the Florida State Lodge Fraternal Order of Police. To the extent permitted by law, it is understood by the parties that the arbitration procedure is the exclusive right of the Florida State Lodge Fraternal Order of Police.

ARTICLE XII  
SICK LEAVE

A. Employees of the bargaining unit shall accrue sick leave at the rate of twelve (12) days per year (8 hours per month) without limitation on the accumulation thereof. Upon termination of a member, for any reason other than discharge for just cause or for retirement, unused sick leave shall be paid at the rate of fifty percent (50%) of the member's unused accumulated sick time, up to a maximum of two hundred (200) accrued days (payment for 100 days maximum), provided the member has more than one (1) year of continuous employment. Upon retirement of a member, the unused sick leave shall be paid at the rate of seventy-five percent (75%) of the unused accumulated sick time, up to a maximum of two hundred (200) unused accrued days (payment for 150 days maximum). No payment for unused accrued sick leave shall be made to a member who is discharged for just cause or who is terminated or resigns from employment with less than one (1) year of employment.

B. Sick leave may be used for the following reasons:

1. Due to the personal illness or physical incapacity of the member, which would prevent them from properly performing duties of the position they are required to perform, or prevent them from performing related department duties in another position as approved by the Chief of Police, subject to the approval of a medical practitioner.
2. For normal/routine medical or dental appointments when such appointments are for the member and cannot be scheduled on off-duty hours.
3. Enforced quarantine of the member in accordance with community health regulations.
4. Bargaining unit members required to leave their positions in order to take care of family members who are ill are permitted to use up to five (5) days of sick leave per calendar year, except in extenuating circumstances as approved by the Chief of Police and the City Manager.

C. In cases wherein it appears that there is an abuse of sick leave, or where the member constantly uses sick leave as it is earned, the City may require the member to furnish competent proof (medical certification) of the necessity for such usage. Abuse of Sick Leave Policy shall be as follows:

1. Sick leave shall apply only to health conditions. Sick leave shall not be used for vacation or personal time off, and such abuse may result in grounds for discharge.

2. Use of sick leave which establishes a pattern that is substantially different from use by most employees will be considered as abuse.
  3. Employees out on paid sick leave are required to remain at their residence unless leaving to see a doctor or to obtain medication.
  4. The City will utilize the standard of substantial evidence to determine proof of abuse of sick leave. Substantial evidence is defined as what a reasonable mind might accept as adequate to support a conclusion.
  5. Continued abuse of sick leave shall be grounds for discharge.
- D. An employee who is ill or incapacitated so as to preclude them from reporting to work as scheduled shall notify the department of this fact as soon as practical prior to their next scheduled work tour. Such notification shall be given each day the member is unable to work, unless prior approval is granted by the Chief of Police or his designee.
- E. Sick leave will be charged by the actual hours used.
- F. Should an employee be absent, claiming sickness, and fail to comply with rules and regulations of this section, such employees shall then be charged with *leave without pay*.
- G. Upon return to duty from sick leave, the employee shall report to his immediate supervisor, if the absence was less than five (5) days. If the absence from duty exceeds five (5) days, Department Management will have the employee report for duty in accordance with existing policy.
- H. For absences of more than three (3) days, the City may require a statement from a licensed physician prior to a member's return to work.
- I. If a member accumulates more than 1600 hours of available sick leave, the member may elect to convert not more than forty (40) hours of sick leave to personal days. This time must be taken in not less than eight- (8-) hour increments, and will require that not less than 1600 hours of sick leave be available at all times. This personal leave will be considered to be the same as vacation time and shall be limited to 40 hours annually, based on the contract year, and may not be carried over from year to year.
- J. Terminating or retiring employees whose available sick leave has a value of greater than \$5,000 will be required to negotiate payment terms with the City Administration prior to receipt of accumulated sick leave funds. In the event no agreement can be reached between the employee and the City regarding payment, then the employee shall receive fifty percent (50%) of the funds

owed in a lump sum payment, at the time of termination, and the remaining fifty percent (50%) in twenty-four (24) equal monthly payments. This payment term may be extended for up to thirty-six (36) additional months, at the choice of the bargaining unit member.

Terminating or retiring employees will also have the option to leave all, or a portion, of their earned benefit in the care of the City for the purpose of providing funds for the payment of health insurance costs as selected by the employee. This privilege will be afforded to the employee without regard to the amount of the earned benefit - but the employee will be ultimately responsible for the cost of health insurance upon the depletion of the earned benefit to the point where there are insufficient funds to cover the selected costs.

ARTICLE XIII  
BEREAVEMENT LEAVE

- A. Employees covered by this agreement may be granted, upon approval of the department director, time off with pay up to three (3) consecutive days in state and five (5) consecutive days out of state in the event of a death in their immediate family. The employee may begin the leave at the day of his/her choosing, but within five (5) days of the date of death. In the case of extenuating circumstances, a written request may be forwarded to the City Manager, who may modify the policy in his sole discretion if a hardship exists, which may include use of sick leave.
- B. The employee's immediate family shall be defined as the employee's spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, step-parents, grandparents, and grandchildren; and the spouse's son, daughter, brothers, sisters, step-parents, grandparents, and grandchildren.
- C. Bereavement leave shall not be charged to vacation, compensatory time, or sick leave.
- D. Should an employee require additional time other than provided in Section A of this article, they may request the additional time from their department director. Upon approval by the department director, any additional time used may be charged to vacation time if the employee has hours accrued that can be charged.
- E. The City may require the bargaining unit employee to show proof of the necessity of bereavement leave.

ARTICLE XIV  
MILEAGE

- A. The City will reimburse employees who have authorization to use their vehicles for City business at the State-approved rate.

ARTICLE XV  
JURY DUTY

- A. In the event an employee is subpoenaed or summoned for jury duty, they shall receive full pay equal to their normal work schedule for the hours required to perform such duty. Employees who perform jury duty for only a portion of a regular scheduled workday are expected to report to work when excused or released by the Court.
- B. If an employee is called for jury duty they shall promptly notify his immediate supervisor so that arrangements may be made for their absence from work.
- C. Employees on jury duty while on scheduled vacation may be allowed jury duty pay for that time served, provided they can present to the City Manager satisfactory evidence of the time served on such duty.
- D. The employee shall provide the department director with proof of jury duty service before compensation is approved.
- E. In the event a holiday shall occur during the period of the employee's jury duty, they shall receive pay for such holiday.
- F. **JURY DUTY PAY:** Employees called for jury duty during their normal duty hours shall be paid eight (8) hours pay at regular time, less the sum received as juror's pay. The employee shall furnish to the City evidence showing the performance of and compensation for jury duty. The mileage payment shall not be included when calculating jury duty compensation for the purpose of jury duty pay.

ARTICLE XVI  
VACATION PLAN

- A. The dates of vacation periods for the required number of vacations will be determined by the Chief of Police requesting the members to designate their vacation time during the first two (2) weeks of January each year. Seniority shall be the basis for establishing the priority for vacations at that time. Thereafter, should any member request a change in their pre-designated vacation schedule, it shall require the approval of the unit commander and the Chief of Police on a first-come-first-serve basis, regardless of seniority, provided that the change does not affect the manpower needs to achieve the department mission. Employees with twelve (12) years of service may automatically carry forward up to fifteen (15) days of vacation to the next year of employment. In addition, they may reduce the carry-forward to ten (10) days and be paid for up to five (5) days at their current rate of pay on the anniversary; however, qualified employees shall request this option in writing to the City Manager at least seven (7) days prior to their anniversary date, or the option is automatically null and void. In no case shall the carry-forward be for a period in excess of one (1) year.
- B. It is agreed that all employees in the bargaining unit will be eligible for vacation with pay, if they have been in the continuous employ of the City of Rockledge in accordance with the following schedule, retroactive to all service anniversaries occurring since January 1, 1998:

<b><u>SERVICE</u></b>	<b><u>DAYS (HOURS) PER YEAR</u></b>
1 year through 3 years	10 (80)
4 years through 7 years	12 (96)
8 years through 12 years	15 (120)
13 years through 18 years	20 (160)
19 years through 23 years	22 (176)
24 years and over	25 (200)

- C. Employees becoming sick while on vacation may use sick time for such period of illness providing a doctor's certificate is presented to the employee's department director and all procedures relative to sick leave are adhered to, particularly notice and confinement requirements.

- D. A request for compensatory time will take precedence over a request for use of vacation. A request for vacation will take precedence over a request for use of a holiday.
- E. Upon termination of employment, the employee shall be entitled to compensation at straight time rate for any earned but unused vacation account at the time of termination. This section does not apply to employees having less than six (6) months service.
- F. There shall be no advancement of paid vacation. Payment of vacation time in lieu of actually taking vacation will not be permitted, except in two (2) special cases:
1. Employees entering military service, and
  2. Separation from City employment.
- Upon separation from City employment, employees shall be entitled to compensation for any earned but unused vacation to their credit on the effective date of termination. This does not apply to employees having less than six (6) months full-time service.
- G. If workload permits, employees may request application of unused vacation for any nationally recognized religious holiday associated with the religious faith of the employee which occurs on a normal work day.
- H. Vacation leave shall be charged by the actual time used.

ARTICLE XVII  
HOLIDAYS

A. The following holidays shall be observed:

1. New Year's Day
2. Martin Luther King's Birthday
3. Memorial Day
4. Independence Day
5. Labor Day
6. Veterans Day
7. Thanksgiving Day
8. The Friday following Thanksgiving Day (effective 2000)
9. Christmas Day
10. Floating Holiday (2)

B. Approval of the date for the Floating Holidays will be subject to scheduling and shall not create overtime. The Floating Holidays must be used within the current calendar year and cannot be carried over into the next calendar year.

C. Any additional day proclaimed as a holiday by the City and enjoyed by other City employees of the City of Rockledge shall be given to the bargaining unit members, if same results in the other City employees having more holidays than the bargaining unit members.

D. All holidays accrued in Article XVII (A) will be paid by the first payday in December beyond the third day of December at the employee's base hourly rate on day holiday pay is earned, to a maximum of eighty-eight (88) hours. The Administrative Lieutenants shall observe a holiday as a paid day off.

## ARTICLE XVIII

### WAGES

A. Effective the pay week beginning October 6, 2011, the lieutenants pay range shall be as follows:

Minimum: \$ 57,000.00

Maximum: \$ 69,000.00

B. The City agrees to compensate sworn personnel assigned to the Detective Division and performing detective duties with a \$25.00-per-week "assignment" incentive pay, effective the first full pay week following ratification of this agreement by both parties. This incentive will only be received while in the Detective Division and will be rescinded should the employee transfer back into the Patrol or Traffic Division.

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

D. It is agreed that any employee promoted to the rank of Lieutenant shall be granted an increase that is equal to the minimum in the range or five percent (5%) above his current base wage, whichever is greater, but in no case shall it exceed the base wage of the lowest-paid Lieutenant.

ARTICLE XIX  
RETIREMENT - EDUCATION

- A. The City and Union agree to adhere to all the provisions of the Retirement Plan as administered by the Retirement Committee and approved by the City Council. Amendments to the current Retirement Plan shall be voted on by all pension members prior to taking effect.
  
- B. Upon completion of an Associate degree or its equivalent (as defined by Florida Statutes 943.22), an employee 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. This benefit will apply only to those bargaining unit members who have acquired said degree(s) prior to October 1, 2000.
  
- C. At retirement of the bargaining unit member, the City agrees to retire the member's identification number and present the member with his/her badge and service firearm.

ARTICLE XX  
STANDBY TIME

- A. In order to provide for services during off-duty hours, it may be necessary to assign and schedule certain employees to standby duty. A standby duty assignment is made by the Chief of Police, or designee, who requires an employee to be available for work due to an urgent situation on their off-duty time, which may include nights, weekends or holidays.

Employees assigned to a standby duty as stated above are guaranteed standby pay of one and one-half hours pay at their regular straight time rate for each eight (8) hours increment of standby time assigned and scheduled. Standby assignments shall be made by Management in eight (8) hour increments, divided equitably among eligible employees. This shall not apply to the Detective Division; however, persons assigned to the Detective Division shall be on standby on a rotating basis, as assigned by the Detective Supervisor. These employees shall receive no additional compensation for this time, but shall receive normal overtime rates if called in to work.

In the event any employee on standby duty fails to respond to a call to work, they may be subject to disciplinary measures, at the sole discretion of the City.

ARTICLE XXI  
PROBATION AND REDUCTION IN FORCE

- A. **PROBATION**: All new employees shall serve a probationary period of twelve (12) months. 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 FOP 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 XXII  
MAINTENANCE OF CONDITIONS

- A. A written rule, regulation, policy or procedure in conflict with this agreement shall be resolved by modification of such rule, regulation, policy or procedure to be compatible with this agreement

ARTICLE XXIII  
SAFETY AND HEALTH

- A. Departmental Management will make every reasonable effort to provide and maintain safe working conditions. To this end the FOP will cooperate and encourage the employees to work in a safe manner. Also, Management will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the FOP. Within thirty (30) days of receipt, Department Management shall give a written reply to the employee/FOP regarding the disposition of their recommendation.
  
- B. Patrol cars will be inspected regularly by designated City employees, pursuant to the City Fleet Maintenance Program policies. Prior to each shift, the lieutenant in charge of the vehicle will inspect the fluid and oil levels, and other items as necessary. Also, once each week, the officer shall check tire wear and pressure. If a hazardous condition is found, or an item that would lead to the deterioration of the vehicle is discovered, the vehicle will be further inspected by the shift supervisor, and, upon his authority, the vehicle will be deadlined immediately.
  
- C. To ensure the safety of the bargaining unit employees, the City agrees to maintain manpower levels consistent with the General Operating Procedures of the Police Department which are currently in effect as of the date of ratification.

ARTICLE XXIV  
SAVINGS CLAUSE

- A. If any article or section of this agreement should be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this agreement shall remain in full force and effect for the duration of this agreement.
  
- B. In the event of invalidation of any article or section, both the City and the FOP agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE XXV  
PREVAILING RIGHTS

- A. This agreement will not deprive any employee of any benefits or protections granted by the laws of the State of Florida or ordinances of the City of Rockledge, Florida.
- B. The City agrees to continue the existing Police Car Plan now in operation for the term of this contract. This includes use of the vehicles for travel to and from any Brevard County College for job-related educational purposes.
- C. The City agrees that in addition to lieutenants taking their assigned vehicles home within the City, lieutenants living outside the City may take them home, if they live within the boundaries defined in Section D of this article. These officers may only drive their City vehicles to and from work, to court or other departmental function, or when going to college as covered in Section B of this article.
- D. No officer will be allowed to drive his City vehicle home if they live outside the following boundaries:
  - 1. Lake Washington Road to the south;
  - 2. Brevard County line to the west;
  - 3. Banana River to the east;
  - 4. Kings Highway to the north.
- E. Each officer is assigned a vehicle and, as a result, it is his responsibility to ensure the vehicle is properly serviced and maintained; failure on the part of the officer to observe this requirement could result in the loss of privileges outlined in Sections B and C of this article, or other disciplinary action as deemed appropriate by the Chief of Police.

ARTICLE XXVI  
GROUP HOSPITALIZATION AND LIFE INSURANCE

- A. The City agrees to maintain medical, surgical, maternity, life and hospitalization benefits group insurance for bargaining unit employees. Understanding that it is the desire of the City and Bargaining Unit to maintain the highest level of coverage at the least possible cost to both parties, it may be necessary to make modest changes in the plan periodically. However, the City agrees that thirty (30) days prior to any changes being made to the plan relative to benefits or costs, the bargaining unit shall be notified by certified mail of specific changes and be given the opportunity to respond to said changes prior to their implementation.
- B. The City agrees to maintain the following rate of contribution toward premium payment of group hospitalization insurance:

Employee: 100%

Dependent: 50%

## ARTICLE XXVII

### OVERTIME AND SPECIAL WAGE PROVISIONS

- A. **OVERTIME PAY:** All time worked in excess of eighty (80) hours per pay period for the Administrative Lieutenant and eighty-four (84) hours per pay period for all other lieutenants shall be compensated at the rate of one-and-one-half (1 1/2) times the regular pay of the employee. For purposes of overtime, time worked shall include vacation leave, scheduled sick leave, compensatory time, and mandatory administrative leave (non-disciplinary), when taken.
- B. **CALL-BACK PAY:** When the City requires the employee to return to work for duty not in their assigned shift, the City shall compensate the employee for a minimum of two (2) hours pay. Upon the completion of the special detail for which the employee is called back to work, the employee shall be immediately released. Those employees who are called in or held over 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.

The provisions of this section are subject to the provisions of Section A governing the applicability of overtime payment.

- C. **RIOT, HURRICANE, AND EMERGENCY PAY:** Any bargaining unit employee required to work beyond their 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 2) times the 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 their permanent rank and actually performs all said duties for a period of in excess of five (5) continuous days shall receive the salary of the service in the acting rank.
- E. **REIMBURSEMENT FOR MILEAGE:** Any employee who is authorized by the City to use their own 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 their regular shift and as a part of their 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 which was in excess of their regular shift, and said time will include travel time, if applicable.

The provisions of this section are subject to the provisions of Section A governing the applicability of overtime payment.

- G. It is the policy of the City to ensure that a supervisor is on duty at all times. If a supervisor shortage can not be covered by another available supervisor, overtime will be authorized to cover said shortage. It is the responsibility of the Shift Commander to inform Command Staff of any known pending supervisor shortage that may result in an overtime situation. Specific procedures shall be governed by the General Operating Procedures of the Police Department.
- H. An employee may elect compensatory time in lieu of payment of overtime. Any employee may accrue one hundred (100) hours of compensatory time within a fiscal year, which may be used for time off as workload permits and approved by the Chief of Police. The one hundred (100) hours may be carried over into the next fiscal year. Upon separation from employment, employees shall be compensated for all earned, unused compensatory time credited to them on the effective date of separation, at their current rate of straight time pay.
- I. Meals for school or training will be reimbursed pursuant to existing City policy if the class/session is held outside the Central Brevard Area, as defined: *I-95 on the west, Banana River on the east, State Road 528 on the north, and Pineda Causeway on the south.*
- J. 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.
- K. If a bargaining unit employee fails to qualify at normal firearms training, the employee shall not be paid for requalification if beyond their normal duty shift.

ARTICLE XXVIII  
UNIFORMS AND EQUIPMENT

- A. The City agrees that any employee who shall receive any breakage or damage to their uniform or assigned personal equipment in the line of duty shall have it replaced at no cost to the employee within reasonable time. Any lieutenant who loses, damages, or destroys their uniform or assigned personal equipment due to carelessness or negligence, shall replace the article at their own expense, which will be deducted from their own paycheck.
- B. The City agrees that sworn lieutenants who are required to wear non-issue clothing in the course of their employment shall receive a clothing allotment of \$600.00 per fiscal year, payable in two equal increments (November and May). A shoe allowance of \$100 annually shall be reimbursed to each bargaining unit member upon presentation of a receipt and shall not be carried over to the next fiscal year.
- C. The City shall furnish to all officers a standard uniform when hired. The items and quantities listed below shall be standard uniform issue.
1. Five (5) pairs of pants
  2. Five (5) shirts, short-sleeved
  3. One (1) shirt, long-sleeved
  4. One (1) tie
  5. One (1) bullet-proof vest
  6. One (1) badge and brass ensemble
  7. One (1) raincoat
  8. One (1) jacket, winter
  9. One (1) jacket, summer windbreaker

Hats shall be provided on an as-needed basis.

When uniforms are turned in by an employee, the uniforms shall have been cleaned prior to submittal by the employee.

- D. Any employee who breaks, damages, destroys or loses, in the line of duty, personal items necessary to perform their duties may submit a request for reimbursement. Such reimbursement shall be limited to replacement cost up to a maximum of \$500.00 per incident, subject to

reasonableness and approved by the City Manager.

- E. Sworn lieutenants shall be provided with the following equipment: Gun, magazines, gun belts, keepers, handcuffs, handcuff case, holster, and ammunition pouch. The equipment will be owned by the City and issued to the lieutenants, to be returned when the lieutenant leaves the employment of the City. It shall also be the responsibility of the lieutenant to maintain these items in an acceptable manner. Failure to do so may subject the employee to disciplinary action, in accordance with existing disciplinary guidelines.

## ARTICLE XXIX

### SENIORITY

- A. The City agrees that seniority shall consist of continuous accumulated paid service with the City or authorized leaves of absence. Seniority shall accumulate during absences because of illness, injury, vacation, military leave, or other authorized leave.
1. Continuous accumulated service from the date of hire in the bargaining unit shall be called *employment seniority*, and
  2. Continuous accumulated service in the position or rank in which serving shall be called *rank seniority*.
- B. If two members are promoted to a higher rank on the same day, seniority shall be determined based upon the longevity of the previous rank.
1. In the event of a tie on both dates, the Chief of Police shall determine the employee with seniority.

ARTICLE XXX  
PROMOTIONS

- A. Promotion to the position of Lieutenant shall be selected from the best qualified applicant as determined by the Chief of Police. To be promoted, the individual must currently be of the rank of Sergeant in the Department.

ARTICLE XXXI  
INJURY BENEFIT

A. The City agrees that in the event of an on-the-job injury to a bargaining unit employee:

1. All bargaining unit employees suffering on-the-job injuries, as contemplated under Florida Statutes, shall be entitled (with prior approval of the City Manager) to select their own physician for medical care, providing all reports and charges of physicians comply with Worker's Compensation Law.
2. Any bargaining unit employee injured on the job and in compliance with the Worker's Compensation Laws shall be paid their wages from the date of the accident, if their treating physician advises that they could not or should not return to work that day. Wages shall continue to be paid for one-hundred-eighty (180) days); when and if they individual receives Worker's Compensation, they shall reimburse the City for the amount paid in wages which were also paid through Workers' Compensation. It is the intent of this article that no person receive more than they would from their normal wages as a result of a bona fide injury on duty.
3. At the end of one-hundred-eighty (180) days following the accident, the individual shall be entitled to receive any and all Workers' Compensation benefits pursuant to Florida Statutes.
4. Any bargaining unit employee who is able to work after an industrial accident shall be reinstated to their former job, provided they are qualified to perform the work and are released for work by their treating physician.
5. An employee injured on the job shall suffer no losses of any other benefits while on temporary disability.

## ARTICLE XXXII

### LEAVE

- A. An employee may be granted a leave of absence without pay up to sixty (60) days for a **valid** reason. Such recommendation is required in writing from the Department Head and must be approved in advance by the City Manager.
  
- B. Employees returning from leave of absence in excess of thirty (30) days may be required to report for physical reexamination to ascertain their fitness to continue their employment.

ARTICLE XXXIII  
SCHOOLS AND TRAINING

A. The City agrees that today's lieutenants 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:

1. Upon the completion of a course, the City will pay for textbooks for up to two (2) courses per semester, purchased while the employee is attending accredited college courses which are course-related and approved by the City. Textbooks paid for by the City shall become the property of the City of Rockledge following completion of the course, unless the employee desires to retain the textbooks, in which case reimbursement shall be reduced to fifty percent (50%) of the textbook cost.

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

2. 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 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. Inform the Chief of Police, in writing, of the title of the course, the beginning and ending dates of the course, and have approval from the Chief of Police that the course qualifies for tuition reimbursement.
  - b. Successfully complete the course with a final grade of "C" or better ("Pass" in Pass/Fail course).
  - c. Agree to remain in the City's employment for one (1) year following the completion of the course.
  - d. Submit the appropriate documentation within thirty (30) days of receipt of a final grade.

3. Tuition reimbursement shall be the cost of tuition for no more than two (2) courses per academic period; payment shall be made following the completion of a signed agreement pursuant to 2(c) and compliance with 2(d). This program shall not apply to Masters Programs and will be paid at the State Approved Rate.

ARTICLE XXXIV  
LEGAL DEFENSE AND INDEMNIFICATION

- A. The City agrees to undertake the defense of any member employee against civil damage suits resulting from their actions while acting in the scope of their employment.
- B. The extent of the protection undertaken by the City shall be that provided in the current liability group insurance policy.

ARTICLE XXXV  
CONFIDENTIAL EMPLOYEE RECORDS

- A. The City agrees that all personnel records of the bargaining unit employees shall be confidential and never released to any person except the officials of the Police Department, City Manager, and Personnel Director and his agent. Anything herein to the contrary notwithstanding, it is understood and agreed that this provision of this contract does not require the City to, at any time, violate any provision of the Florida Public Records Law.
  
- B. The City agrees that at no time shall the news media be directly or indirectly furnished with the home address, telephone number, or photograph of any bargaining unit member. Anything herein to the contrary notwithstanding, it is understood and agreed that this provision of this contract does not require the City to at any time violate any provisions of the Florida Public Records Law.
  
- C. The City agrees that, upon their request, any member of the bargaining unit shall have the right to inspect their official personnel record, wherever kept. The member shall have the right to make duplicate copies of their record for their use and the City agrees that no record or records shall be concealed from the member's inspection.
  
- D. The City agrees that bargaining unit members shall have the right to include in their personnel records written refutation (including witness statements) of any material that the member considers to be detrimental to his employment.
  
- E. The City will notify the bargaining unit employee within 24 hours after the City has received a request for the bargaining unit employee's personnel or Internal Affairs file.

ARTICLE XXXVI  
DISCIPLINARY ACTION PROCEDURES

A. To insure that internal investigations are conducted in a manner conducive to good order and discipline and in keeping with Florida Statutes FS112.532 to 112.533, meanwhile observing and protecting the individual rights of each member of the force, the following procedure shall be established:

1. The interrogation of any employee member shall be at a reasonable hour, preferably when the member is on duty, unless the exigencies of the investigation dictate otherwise. In the latter event, the member's tour will be reassigned.
2. The member shall be informed of the rank and name of the officer in charge of the investigation, as well as the ranks and names of any others taking part in the interrogation and investigation.
3. The member shall be informed of the nature of the investigation before any interrogations begins. Sufficient information to reasonably apprise the member of the allegations will be provided. If it is known that the member being interrogated is a witness only, he must be so informed.

The subject employee shall be give a copy of the complaint and witness statements regardless of the form prior to them giving their statement.

4. The interrogation shall be completed within a reasonable length of time and reasonable respites will be allowed. Time shall also be provided for personal necessities, meals, and telephone calls.
5. The member shall not be subjected to any offensive language, nor shall they be threatened with transfer, dismissal, or other disciplinary measures. No promise of reward shall be made as inducement to answering questions.
6. In all cases wherein a member is to be interrogated concerning an alleged violation of the Department's rules and regulations which, if proven, may result in their dismissal or in some disciplinary measure, they shall be afforded a reasonable opportunity and facilities to contact and consult with an attorney of their own choosing and a representative of the FOP before being interrogated. The attorney and the FOP representative may be present during the interrogation.

Where the attorney is not immediately available and conditions permit, the interrogation will be postponed for twenty-four (24) hours.

7. If a member is under arrest or is likely to be, i.e. if they are a suspect in a criminal investigation, they shall be given their rights pursuant to the Miranda decision.
8. Under the circumstances described above, the member shall be given an exact copy of any written statement he may execute, or if the questioning is mechanically or stenographically recorded, the member shall be given a copy of such recording transcript if requested by him, provided that the employee agrees to pay the City the reasonable cost of such copy or transcript requested by him.

9. The City shall not order, but may request, any member of the bargaining unit to submit to a polygraph or PSE test, unless such test is requested by both the member and the FOP.
10. No member shall be ordered, but may be requested, to submit to a blood test, a breathalyzer test or any other test to determine the percentage of alcohol in the blood for any reason except as may be required by specific statutory law. Such tests will be given if requested by either the member or the FOP. Should any member refuse the test, no disciplinary action shall be applied for such refusal.
11. No police officer member will be compelled to testify before, or be questioned by, any non-governmental agency.
12. It is understood between the parties that disciplinary procedures promulgated by the City in the Department Code of Conduct and the ordinances, resolutions and state law shall be uniformly applied as to the violations, but may include mitigation of the circumstances as to the penalties on a case-by-case basis.
13. The FOP recognizes the management right of the Department to establish a code of conduct and other general orders pertaining to members performance. The City also reserves the right to enact ordinances and resolutions and enforce state law in disciplining employees.
14. No dismissal, demotion, transfer or reassignment, intended as a punitive action which would result in loss of pay or benefits, shall be taken against any bargaining unit employee, except for just cause and by due process, provided that such employee is in such instance entitled to due process under the Constitution of the United States and the State of Florida.

## ARTICLE XXXVII

### WORK WEEK

- A. The City agrees that the basic work week shall be forty (40) hours, and shall consist of five (5) eight-hour shifts for bargaining unit members assigned to Communications. Bargaining unit members assigned to the Traffic Division shall work a flexible ten (10) hour, four (4) day work week. At the sole discretion of the Chief of Police, bargaining unit members assigned to C.I.D. may work a ten (10) hour, four (4) day work week. Overtime shall be paid for all time worked performed over 80 hours, subject to Article XXVII (A). Divisions may use flexible schedules with the approval of the Chief of Police.
- B. Bargaining unit members assigned to Patrol shall work a twelve (12) hour shift (6:00 am – 6:00 pm or 6:00 pm to 6:00 am) schedule based on a 223 Plan. The pay period for employees assigned to Patrol shall consist of two (2) consecutive work weeks or fourteen (14) days and shall be eighty-four (84) hours, or seven (7) twelve-hour (12-hour) shifts. Employees assigned to this schedule shall receive straight time pay for hours worked in performing their two-week pay period. Should an employee working pursuant to this section utilize sick leave, the employee shall reduce paid hours to eighty (80) in the bi-weekly period. Bargaining unit members assigned to this schedule shall not take a floating holiday as shown in Article 17, but shall be paid for same with their regular holiday pay in December. Maximum pay for the holidays shall be eighty-eight (88) hours for Patrol.
- C. The City agrees that whenever a shift rotation occurs, no bargaining unit employee shall be forced to work more than one (1) shift of eight (8), ten (10) or twelve (12) continuous hours at any one time. Members rotating from the evening or midnight shifts shall be entitled to at least eight(8) hours of off-duty time before returning to work.
- D. Personnel may be permitted to exchange days off (limited to three (3) approved exchange requests per officer, per fiscal year), providing such exchanges do not interfere or conflict with normal operations of the Department, and provided that such exchanges will be permitted only between personnel with similar positions and assignments. All such exchanges shall be subject to the prior approval of the Chief of Police or his authorized representative. Nothing contained in this article shall be construed so as to inhibit the Chief of Police from making such orders as

are necessary to insure adequate shift strength.

- E. The Police Department shall post a twenty-eight (28) working day schedule for all divisions of the Department, including the Criminal Investigation Division. The twenty-eight (28) day schedule is subject to change in situations where management determines that individual schedule changes are needed to meet the needs of the Department. In all cases management will re-evaluate any proposed individual schedule change if the affected employee claims a hardship. Department Management agrees to give eight (8) days notice prior to the effective date of any such schedule change, unless in the opinion of the Chief of Police an emergency exists which negates the possibility of such notice.

ARTICLE XXXVIII  
ENTIRE AGREEMENT

- A. The parties acknowledge that, during the negotiations which resulted in this agreement each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this agreement.

The City and the FOP, for the duration of this agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated this agreement unless otherwise provided for herein.

ARTICLE XXXIX  
OFFICIAL TIME FOR THE DEPARTMENT

- A. The City and the Bargaining Unit agree that the official time of the department will be that which is used for official police business by the Communications Center.

ARTICLE XL  
LABOR-MANAGEMENT COMMITTEE

- A. The Chief of Police will chair a committee which will meet at least twice each fiscal year. The committee will consist of five (5) members:
1. The Chief of Police
  2. One (1) Lieutenant appointed by the Bargaining Unit President
  3. One (1) Sergeant appointed by the Bargaining Unit President
  4. One (1) Police Officer or Communications Officer appointed by the Bargaining Unit President
  5. One (1) general City employee, appointed by the City Manager
- B. These meetings will be confined to discussions on the following:
1. Safety and health
  2. Rules, regulations, and departmental policy
  3. Training and education
  4. Communications
  5. Any other subject mutually agreed upon
- C. This committee is advisory only; however, a written report of the meeting shall always be forwarded to the City Manager.

ARTICLE XLI  
DURATION

This agreement shall become effective on October 1, 2011 and shall remain in full force and effect until its expiration date of September 30, 2014.

During the term of this contract, Article XVIII WAGES and two (2) other articles may be opened annually, at the request of either party.

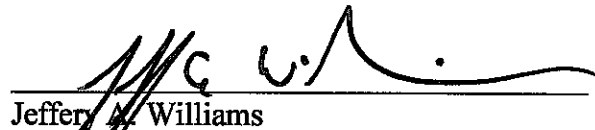
Ratified by the Bargaining Unit Members on the 15<sup>th</sup> day of December 2011.


Authorized by the City Council, City of Rockledge, Florida, at its meeting on the 4<sup>th</sup> day of January 2012.

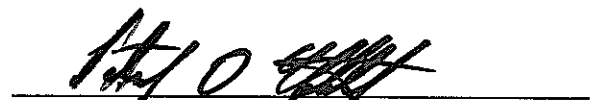
FOR THE CITY:

FOR THE BARGAINING UNIT:

  
James P. McKnight  
City Manager

  
Jeffery A. Williams  
Staff Representative

  
Thomas J. Price  
Mayor

  
Patrick O. Hartselle  
Lieutenants Representative