

AGREEMENT

between

The City of Rockledge
Florida

and

Coastal Florida
Police Benevolent Association

representing

Rockledge Police Department
Bargaining Unit of Police Officers, Police Sergeants,
Investigators, Public Safety Telecommunicators, and
Public Safety Telecommunicator Supervisors

for the period

October 1, 2018
through
September 30, 2021

Amended 2017



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ARTICLE 1

PREAMBLE

- A. This agreement is entered into by the City of Rockledge, Florida, hereinafter referred to as the *City*, and the Coastal Florida Police Benevolent Association, hereinafter referred to as the *PBA*, 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 2
RECOGNITION

- A. The City of Rockledge acknowledges that the Public Employees Relations Commission (PERC) has certified the PBA as the exclusive collective bargaining agent for all personnel of the City of Rockledge in the job classifications of police officer, police corporal, police sergeant, investigator, public safety telecommunicator (PST) supervisor, lead PST and PST.

This unit includes probationary personnel in the aforementioned classifications.

ARTICLE 3
MANAGEMENT RIGHTS

- A. The PBA 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 or this agreement. 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 pursuant to Article 37, assign except as outlined in Article 37, 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, Standard Operating Procedures, Directives, established customs and practices. However, no change to a term and condition of employment shall be made until the change is negotiated with the CFPBA.
- 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 4
EMPLOYEE RIGHTS

A. Neither the City nor the PBA will interfere with an employee's right to engage in legal protected, concerted activity, nor from participating in such activity. Furthermore, no representative, department official or agent of the City shall

1. Interfere with, restrain or coerce employees in the exercise of the right to join or refrain from joining the PBA (the same shall apply to the PBA).
2. Interfere with the formation, existence, operations or administration of the PBA.
3. Discriminate in regard to employment or condition of employment in order to encourage or discourage membership in the PBA.
4. Discriminate against an employee because he/she has given testimony, taken part in any grievance procedure or other hearings, negotiation or any other PBA activity.

ARTICLE 5
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 PBA, 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 PBA. No employee shall refuse to report for duty or to perform his assigned duties because of any demonstration or pickets by any organizations.

The PBA agrees to disavow any illegal job action.

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 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 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 8
PBA 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 both parties shall consist of not more than five (5) representatives. The PBA will furnish the City Manager's office with a written list of the PBA's bargaining committee, upon his request. The City agrees to furnish the PBA with a written list of the City's bargaining committee, upon a written request from the President or designee.
- B. In addition to the PBA representatives, the City agrees to recognize one (1) Chief Negotiator. (The Chief Negotiator shall be appointed by the Coastal Florida PBA President.)
- C. The names of all PBA unit representatives shall be given in writing to the Office of the City Manager, as well as any change in such list. Such notification shall be made by the President or Executive Director of the CFPBA.
- D. PBA representatives shall be allowed to communicate official PBA business to members prior to on-duty roll call and following off-duty roll call.
- E. PBA representatives and agents may be permitted to discuss PBA 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 PBA agrees that this privilege shall not be abused.
- F. Copies of Standard Operating Procedures or training bulletins affecting PBA members shall be made available to the PBA upon request.
- G. The City and the PBA 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 PBA and City shall have the right, at these special meetings, to recommend any corrections to any inequities known to the PBA or the City.

Informal meetings may be held at any time upon verbal agreement of the PBA and the City.

- H. The PBA shall provide all members of the bargaining unit a copy of the current agreement. The City shall reimburse the PBA half of the cost of printing the contracts upon the PBA providing a receipt for the printing cost (maximum cost to the City shall not exceed \$100.00).

ARTICLE 9
PBA BUSINESS

- A. Up to two (2) PBA officials (Association designated representative and/or alternate representative), will be granted time off with pay and no loss of benefits to attend local PBA meetings provided sufficient manpower is available in the regular shift to properly man the department during the absence of the PBA official (limited to one meeting date per month). This shall only be applicable to on-duty personnel and shall not constitute a demand for overtime.
- B. 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 PBA engaged in collective bargaining, investigation or adjustment of grievances, meetings with administrative officers relating to wages, hours and conditions of employment between the PBA and the City, limited to one (1) member per shift. Said time is to be designated as Association Activities Time and shall not exceed **sixty (60) hours per contract year.**

ARTICLE 10
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 PBA. The bulletin board shall be provided by the PBA at no cost to the City.
- B. Only notices pertaining to recreational and social activities, PBA elections, meeting notices, PBA reports, legislative enactments and judicial decisions affecting public employee relations, and similar items of member interest, shall be posted on the PBA bulletin board. This shall be limited to PBA Business Activity and shall prohibit political endorsements of any kind.
- C. The PBA is responsible for posting and removing approved material from the bulletin board, and for maintaining it in a neat and orderly fashion.
- D. The City shall provide individual information boxes for communication within the Department. The PBA representative(s) may use these boxes for communications with individuals about PBA matters.

ARTICLE 11
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 dispute over the interpretation, application or alleged violation 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 PBA, in writing in triplicate form; the original to be presented to the Chief of Police, a copy to the designated PBA Representative, and a copy to the grieved party. Said written grievance shall be presented within fourteen (14) calendar 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 request for a meeting with the Chief of Police (if the grievance concerns a discipline issue, 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 five (5) business days from either his meeting with the employee, or receiving a written grievance that did not include a meeting, respond in writing to the party with a copy to the PBA.

STEP II: Thereupon, if the grievance remains unadjusted after Step I, then the grieved party or the representative of the PBA may refer the grievance within seven (7) calendar days from the response in Step I, in writing 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) calendar 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, then the grieved party or the representative of the PBA may demand that the issue be arbitrated. Such demand shall be in writing to the City Manager.

Business days are defined as those days that City Hall is open to the public for business.

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 the first name objectionable to it under the alternate striking method. The final name remaining shall be the arbitrator.

- E. The arbitrator's decision shall be final and binding, except as provided by law, but the arbitrator shall have no power to alter, modify, amend, add to or detract from the terms of the contract. The arbitrator's 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.

ARTICLE 12
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. No member may use accumulated sick leave prior to completing nine (9) months of continuous employment. Upon termination of a member, for any reason other than discharge for just cause or for retirement, the member's unused sick leave shall be paid to the member at the rate of fifty percent (50%) of the member's unused accumulated sick time, up to a maximum of sixteen hundred (1600) accrued hours (payment for 800 hours maximum), provided the member has more than one (1) year of continuous employment. Upon retirement of a member, the member's unused sick leave shall be paid at the rate of seventy-five percent (75%) of the member's unused accumulated sick time, up to the maximum of sixteen hundred (1600) unused accrued hours (payment for 1200 hours). No payment for unused accrued sick leave shall be made for termination of 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 forty (40) hours of sick leave per calendar year, except in extenuating circumstances as approved by the Chief of Police and the City Manager.
 5. Pursuant to Federal Law, bargaining unit members are eligible for leave under the Family Medical Leave Act. While under the Family Medical Leave Act, concurrent use of the member's available sick leave, vacation leave, and compensatory time is permitted.
- C. In cases wherein it appears that there is an abuse of sick leave, or where the member consistently 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 that establishes a pattern that is substantially different from use by most employees may 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. Employees out on paid sick leave while recuperating from surgery may, with the permission of the Chief of Police or his designee, leave their residence to assist with family needs.
 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 may 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*. Sick leave shall not accrue during any leave without pay. For example, if an officer is charged with leave without pay or if an officer is suspended for eight (8) or more hours during any part of the calendar month, that officer will not accrue/earn a sick day for said calendar month.
- G. Upon return to duty from sick leave, the employee shall report to his immediate supervisor, providing the absence was less than forty (40) hours. If the absence from duty exceeds five (5) days, Department Management will have the employee report for duty in accordance with existing City Policy.
- H. For absences of more than twenty-four (24) hours (work time), the City may require a statement from a licensed physician prior to the member's returning to work.
- I. 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.

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 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 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 14

PART TIME POLICE OFFICERS

The CFPBA and CITY agree that Part Time Police Officers and Part Time PST's shall be utilized by the CITY as needed. Part time police officers and Part Time PST's have no rights under this Collective Bargaining Agreement and shall be governed by the Police Chief and will be included in the department's Standard Operating Procedures.

ARTICLE 15

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 their 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 a normally scheduled day 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 16
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. Rank seniority, followed by employment 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. The City agrees to work with employees to the greatest extent possible to approve vacation requests.

Up to eighty (80) hours of vacation may be automatically carried forward into the next year of employment. However, in no case shall the carry-forward be for a period in excess of one (1) year.

Employees with greater than twelve (12) years of service may automatically carry forward up to one-hundred-twenty (120) hours of vacation to the next year of employment. In addition, they may reduce the carry-forward to eighty (80) hours and be paid for up to forty (40) hours 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:

<u>COMPLETED SERVICE</u>	<u>HOURS PER YEAR</u>
1 - 3 Years	80
4 - 7 Years	96
8 - 12 Years	120
13 - 18 Years	160
19 - 23 Years	176
24 Years and over	200

Paid vacation may not be taken during the initial twelve (12) months of employment or reemployment. Vacation time may be used in increments no smaller than one (1) hour.

- 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 vacation will take precedence over a request for use of a holiday. A request for a holiday will take precedence over a request for use of compensatory time.
- 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 that occurs on a normal workday.

ARTICLE 17

HOLIDAYS

A. The following holidays shall be observed:

1. The first day of January New Year's Day
2. The third Monday of January.....Martin Luther King's Birthday
3. The last Monday of May..... Memorial Day
4. The fourth day of July.....Independence Day
5. The first Monday of September Labor Day
6. The eleventh day of November..... Veterans Day
7. That day in November proclaimed as Thanksgiving Day
8. The day following Thanksgiving DayThanksgiving Holiday
9. The twenty-fifth day of December.....Christmas Day
10. Two (2) Floating Holidays will be granted to employees who have six (6) months of unbroken service with the City; dates are subject to approval of department head and shall be taken in increments of not less than eight (8) hours. However, only one holiday will be available for use; the other is included in the annual pay referenced in Article 17(C), except as outlined in Article 37(A).

B. 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.

C. All holidays accrued 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 (80) hours, except as outlined in Article 37 (A). The bargaining unit agrees that the City may incorporate the payment of holiday pay with the issuance of the regular weekly paycheck.

D. Those serving in the School Resource Officer (SRO) or Investigative Division position shall receive holiday pay only when working a holiday. Any combination of two (2) School Resource Officers or Investigators shall be permitted to work as assigned by the Chief of Police. In order to exercise this option, the SRO or Investigator must declare via a memo to the Chief of Police or his designee, their interest in working the holiday forty-eight (48) hours in advance. Interested officers will be permitted to work on a first-come, first-served basis, limited to a total of two (2) per holiday.

ARTICLE 18

WAGES

A. Effective the first full pay period commencing in the new fiscal year, non-probationary members covered by the Bargaining Unit Agreement shall receive a 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 3% increase causes an employee to reach maximum and is less than 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	\$ 60,000
Sergeants	\$ 53,000	\$ 65,000
Public Safety Telecommunicators	\$ 29,500	42,000

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 \$40.00 per week corporal pay in addition to the \$20.00 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.
- a. 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 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 20
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 Investigative Division; however persons assigned to the Investigative Division shall be on call, on a rotating basis, as assigned by the Investigative Supervisor. These employees shall receive no additional compensation for this time, but shall receive normal overtime rates if called in to work.

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 22
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 23
SAFETY AND HEALTH

- A. Departmental Management 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, Management will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the PBA. Within thirty (30) days of receipt, Department Management shall give a written reply to the employee/PBA regarding the disposition of their recommendation.

- B. Patrol cars will be inspected regularly by designated City employees. The officer in charge of the vehicle will inspect and maintain the fluid and oil levels, and other items as necessary, on a weekly basis. The officer shall also monitor 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. Nothing in this section shall be interpreted to mean the officer is responsible to perform maintenance or repairs to the vehicle. The City agrees that it is the responsibility of the City to provide all maintenance and repairs to City vehicles.

- C. To ensure the safety of the bargaining unit employees, the City agrees to maintain manpower levels consistent with the Standard Operating Procedures of the Police Department.

- D. The City agrees that the position of Public Safety Telecommunicator is a skilled and technologically dynamic job classification. Therefore, the City will work to ensure that only Department of Health Certified PSTs are assigned to perform duties on a normal basis.

ARTICLE 24
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 PBA 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 25
VEHICLE PLAN

- A. The City agrees to continue the Police Car Plan now in operation for the term of this contract. This includes use of the vehicles for travel to and from Brevard County College, for job-related educational purposes.
- B. The City agrees that in addition to officers taking their assigned vehicles home within the City, officers living outside the City may take them home, if they live within the boundaries defined in Section C 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 A of this article.
- C. No officer will be allowed to drive his City vehicle home, if he or she lives outside the following boundaries, without the express written permission of the Chief of Police and the City Manager:
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.
- D. 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 A, B and C of this article.
- E. Any officer residing in Brevard County who is attending a training school shall be permitted to drive a police vehicle to the training school, and if the officer is attending a multi-day training school and returning home each evening, the officer shall be permitted to keep the vehicle at his residence regardless of where the officer lives until the training school is completed.
- F. Probationary Officers will not be eligible for the provisions of this article until completion of the probationary period.
- G. Officers assigned November 1, 2014 and thereafter to the Investigative Division, K-9 Unit, Crisis Negotiation Team, or Emergency Response Team are permitted to take their assigned vehicle home outside the boundaries stipulated in (C) above. When no longer serving in one of these units, the provisions of Section (C) shall apply. This is limited to taking the vehicle between their assigned work area and their residence only.

ARTICLE 26

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 electronic communication or U.S. 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 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. 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 28
UNIFORMS AND EQUIPMENT

- A. The City agrees that any employee who shall receive any breakage or damage to their uniform or assigned City equipment in the line of duty shall have it replaced at no cost to the employee within reasonable time.
- B. The City agrees that sworn police officers who are required to wear non-issue clothing in the course of their employment shall receive a clothing allotment of \$720.00, payable in \$60.00 increments on a monthly basis.
- C. The City shall furnish all officers standard uniforms and equipment when hired as outlined/detailed in the new-hire checklist.

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. The City shall provide all sworn officers with a hundred dollar (\$100.00) shoe allowance on an annual basis, paid on the officer's anniversary date of employment.
- E. Any employee who breaks, damages, destroys or loses, in the line of duty, necessary 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.
- F. Sworn police officers shall be provided with the following equipment: Guns, magazines, gun belts, keepers, handcuffs, handcuff case, holster, and ammunition pouch. This equipment will be owned by the City and issued to the officers, to be returned when the officer leaves the employment of the City. It shall also be the responsibility of the officer to maintain these items in an acceptable manner.
- G. Bargaining unit members shall be permitted to wear pins as approved by the Chief of Police in accordance with SOP 115.0, Awards and Recognition program.

ARTICLE 29

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 30
SERGEANT PROMOTIONS

A. Promotions to the rank of sergeant will occur when a vacancy is established, or a new position is made. The employer will promote employees from an established eligibility list. The eligibility list will suffice for all vacancies for this position for a two-year period, effective 2013, However, should the eligibility list be reduced to only one name, a new test will then be offered. The eligibility list will consist of the top four candidates. The eligibility list will be established in the following method.

1. Only full-time sworn police officers with four years of continuous service with the department as a police officer by the examination date are eligible for promotion to sergeant.
2. Chief's designee shall be above the rank of lieutenant and referred to throughout this article.
3. An eligibility list will be established by the Chief or the Chief's designee based on the test scores.
4. The Chief or the Chief's designee will administer all testing and grading of the assessment.

B. Promotional Process: Sergeant

The written exam is the first component. The total scores, oral/written will be averaged to determine the top three (3) candidates. In the event of a tie on the combined score, the written test score will be the deciding factor.

1. Written Exam
 - a. Written exam to be developed by the Chief or his designee.
 - b. The Chief and his designee will write a fifty (50) question multiple choice written test.
 - c. The written exam will be equal to thirty percent (30%) of the total test score.
 - d. Test questions will be obtained from the following material: Standard Operating Procedures. Material will provided through Power DMS.
2. Oral Board
 - a. Consists of four (4) scenario based questions.
 - b. Each question has the possibility of obtaining fifteen (15) points with a combined possible sixty (60) points.
 - c. The oral board will be equal to sixty percent (60%) of the total test score.
 - d. Each evaluator will be given a grading criteria sheet for each answer.
 - e. Officers used for the oral board will be at least one rank higher than the rank of

sergeant from an outside agency.

3. Service/Education/Schooling
 - a. Longevity, years of service as of testing date.
 - b. Officers will obtain test points for number of years of service listed below:

Four (4) years of service	= 1 point
Five (5) to six (6) years of service	= 2 points
Seven (7) years of service	= 3 points
Eight (8) to nine (9) years of service	= 4 points
Ten (10) plus years of service	= 5 points
 - c. Education:

AA/AS degree	= 1 point
BS/BA degree	= 2 points
Masters degree	= 3 points
 - d. Service/Education/Schooling will be equal to ten percent (10%) of the total test score.
4. Chief interview: Top three (3) candidates will be interviewed by the Chief and/or designee.
5. Challenges will be addressed by the candidates and Chief or Chief's designee.
6. Criteria for challenging items:
 - a. Challenges on items that would not alter rank order of candidates will not be reviewed.
 - b. The Chief or Chief's designee will articulate any challenge not resolved by review and discussion of the test taker.
 - c. Challenged items found to be in context error because of more than one correct answer, as determined by the Chief or Chief's designee will have both (or more) answers deemed acceptable and all scores adjusted correctly. This insures the integrity of the scale and fairness in inter-candidate scoring.

In the event a Sergeant is selected, the next eligible candidate will move to top three.

ARTICLE 31
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 to select their physician for medical care from the list provided by the City's insurance carrier following the initial visit, 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 the 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 receives 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 32

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. No employee shall be granted a personal leave of absence (except as required by State or Federal Law) prior to completion of twelve (12) months of continuous service with the City.
- C. 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 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 34
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 35
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 and copy at no cost (limited to one time per calendar year) his official personnel record, wherever kept. The member shall have the right to make duplicate copies of his record for his 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. A bargaining unit member will be notified within 24 hours whenever a public records request is made to review or copy a bargaining unit member's personnel file or an Internal Affairs file.

ARTICLE 36
DISCIPLINARY ACTION PROCEDURES

- A. The City agrees that it will follow all statutory provisions of Chapter 112, Florida Statutes, as amended from time to time.
1. The member shall be informed of the nature of the investigation before any interrogations begin. 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.
 2. 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 PBA before being interrogated. The attorney and the PBA 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.
 3. If a member is under arrest or is likely to be, i.e. if he is a suspect in a criminal investigation, they shall be given their rights pursuant to the Miranda decision.
 4. 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.
 5. No police officer member will be compelled to testify before, or be questioned by, any non-governmental agency.
 6. 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.
 7. The PBA recognizes the management right of the Department to establish a code of conduct and other general orders pertaining to members performance. .
 8. 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.
 9. Should a bargaining unit member be charged with "conduct Unbecoming an Officer", the charge shall be specific in its allegations and shall describe the conduct which is the basis of the charge.
- B. Suspensions shall be assigned on an hourly basis, to be determined by the Chief of Police.

ARTICLE 37
WORK WEEK

- A. The City agrees that the basic work week for non-sworn police personnel covered by this Agreement shall be forty (40) hours, and shall consist of five (5) eight-hour (8-hour) shifts for bargaining unit members assigned to Communications.
- B. Maximum pay for holidays shall be 88 hours for patrol. The basic work week for sworn police officers not assigned to Patrol shall be forty (40) hours (five (5) eight-hour (8-hour) shifts) and the pay cycle shall be eighty (80) hours, as governed by the Fair Labor Standards Act.
- C. 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 vacation, sick leave, compensatory time, or any other paid leave, the employee will have the option to reduce paid hours to eighty (80) in the bi-weekly period.
- D. The City agrees that whenever a shift rotation occurs, bargaining unit members shall be entitled to at least eight (8) hours of off-duty time before returning to work.
- E. Personnel may be permitted to exchange days off, 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.
- F. 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 seven (7) days notice prior to the effective date of any such schedule change, unless in the opinion of the Chief of Police a situational necessity or

emergency exists which negates the possibility of such notice.

- G. The parties agree that either party shall have the right to request to meet and confer about work schedules and propose a change to the current schedules. Upon a request being received, the parties agree to meet within 30 days to begin discussion. As a result of the meeting and confer discussions, the parties may propose a change in work schedules and/or this article to the bargaining unit for a ratification vote. The changes shall become effective only if a majority of the voting bargaining unit members vote for the proposed change.

ARTICLE 38
PREVAILING BENEFITS

- A. Written work rules, regulations, policies, and procedures of the Police Department in effect on the effective date of this Agreement shall remain in full force and effect, unless changed through the collective bargaining process.

Any written rules, regulations, policies, or procedures of the Police Department issued after the effective date of this Agreement shall remain in full force and effect.

All benefits and conditions of employment uniformly enjoyed by the Police Department and in effect on the effective date of this Agreement shall be maintained during the term of this Agreement unless changed through the collective bargaining process.

ARTICLE 39
LABOR-MANAGEMENT COMMITTEE

- A. The Chief of Police will chair a committee that will meet as needed. The committee will consist of up to five (5) members for both the City and the PBA. The parties shall exchange the names of the participants to attend the meetings at least five (5) working days prior to the meeting.
- 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 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, 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 2020 and 2021). One article may be opened by each party in Fiscal Years 2020 and 2021.

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

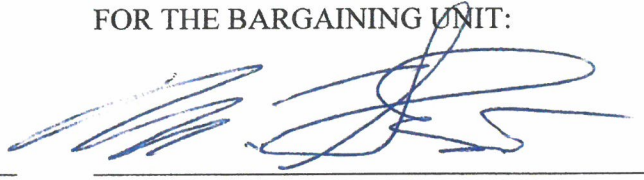
Authorized by the City Council, City of Rockledge, Florida, at its meeting on the 5th day of September 2018.

FOR THE CITY:

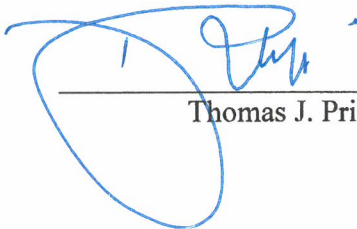
FOR THE BARGAINING UNIT:



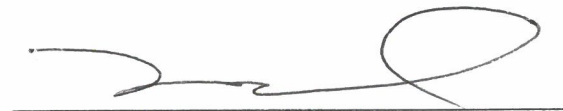
Brenda Fettrow, City Manager



Mike Scudiero, Staff Representative



Thomas J. Price, Mayor



Michael P. Boyd, Local Representative