

8-A)



**City Council Agenda Item**  
**January 19, 2016**

---

**TO:** The Honorable Mayor and Members of the City Council  
**FROM:** James R. O'Connor, City Manager  
**DATE:** January 12, 2016

---

**SUBJECT:** Tentative Agreement between City of Vero Beach and the International Union of Police Association

**REQUESTED BY:** City Manager/Police Chief

---

The following is requested as it relates to the above-referenced agenda item:

- Request Council review and approval based on the attached supporting documentation.
  - No action required. (Information only)
-





## MEMO

**TO:** JIM O'CONNOR

**FROM:** GABRIELLE MANUS, DIRECTOR OF HUMAN RESOURCES 

**DATE:** January 7, 2016

**SUBJECT:** TENTATIVE AGREEMENT BETWEEN CITY OF VERO BEACH AND THE INTERNATIONAL UNION OF POLICE ASSOCIATION

Strengths: There are many strengths to the tentative agreement on a three-year collective bargaining agreement ("CBA") reached between the City and the Police Union. As you know, the City and Police Union just completed a three year CBA in 2015. That three year CBA provided the City with labor peace and resulted in many benefits to the City and police officers. The tentatively agreed to CBA continues this course. The most significant strength to this CBA is that the City retains all of its previously achieved economic goals, such as limiting holiday pay, freezing annual and sick leave usage, and limiting health insurance exposure. The tentatively agreed to CBA also maintains some of the City's non-economic benefits, such as management rights. The importance of maintaining these provisions cannot be understated, especially since all of these changes are now protected for at least the next three years.

This CBA calls for a pay increase within the financial parameters established by City Council. The step plan previously in place has been modified to eliminate some of the steps. To ensure compliance with the Council's pay increase parameters, these increases do not take effect until January 1, 2016. There is no guaranteed wage increase of any kind in years two and three of this CBA, but rather a wage reopener provision. The CBA also provides for the payment of an education incentive of \$25.00 bi-weekly for officers with a master's degree. There are currently two in the unit. The payment of a \$10.00 bi-weekly incentive to officers trained as traffic homicide investigators. There are typically 3-5 such officers. This designation is determined solely by the City via the Chief of Police. The CBA also provides that officers selected to become a detective will maintain their 5% increase if they serve five years in the detective bureau, but will lose it upon promotion to corporal or higher rank. There are approximately 10-12 officers affected by this incentive. The City felt that these incentives constitute a small financial stake, but that the police department obtains a great value by having officers achieve these designations. Finally, two additional strengths to this CBA are decreased legal fees and less time required by senior staff to be devoted to collective bargaining negotiations.

Weaknesses: The really is not a direct weakness to the City caused by this CBA. However, one potential weakness for the City would be that if it does not ratify this CBA, there will not be a contract and the parties will be required to continue bargaining. This would result in increased legal fees and a continued drain on senior staff time.



Opportunities: This CBA allows the City, as an organization, to continue its operations with another three year contract with the Union. There was a fair amount of give-and-take in these negotiations, and both parties are satisfied with the resulting CBA. As such, the City will not have to go through protracted labor negotiations for another three years, with the lone exception for wage reopener in years two and three. This CBA also gives the employees a pay increase, which will help to improve employee moral. Additionally, the above-described economic incentives will continue to benefit the City.

Threats: If this CBA is not ratified, then the Parties will be back at the bargaining table for another round of costly and protracted negotiations. This will result in increased legal fees and senior staff will have to devote considerable time to bargaining sessions. Furthermore, the City may lose an opportunity to achieve another three year contract.



COLLECTIVE BARGAINING

AGREEMENT

BETWEEN

CITY OF VERO BEACH

AND THE

INTERNATIONAL UNION OF POLICE ASSOCIATIONS, VERO BEACH  
POLICE OFFICERS' ASSOCIATION, LOCAL 6019

OCTOBER 1, 20152-SEPTEMBER 30, 20185

## CONTENTS

ARTICLE -NUMBER	TITLE	PAGE
	Definitions	ii
1	Intent and Purpose	i
2	Recognition	i
3	Maintenance of Standards	1
4	Agreement Application	1
5	Severability	2
6	Union Activity	2
7	Payroll Deduction of Dues	3
8	Bulletin Boards	3
9	Discipline, Rules and Regulations	3
10	Management Rights	5
11	Employee Rights	6
12	No Strike Clause	6
13	Grievance Procedure	7
14	Arbitration	9
15	Uniforms and Equipment	11
16	Safety and Health	12
17	Training	13
18	Workweek, Pay Period, Overtime Compensation and Court Duty	13
19	Acting Supervisor	18
20	Assignments, Promotions, Reductions and Records	18
21	Bereavement Leave	21
22	Holidays	21
23	Medical Leave	22
24	Insurance Benefits	25
25	Pension	27
26	Annual Leave	27
27	Leave of Absence Without Pay	28
28	Jury Leave	28
29	Substitute Employment	28
30	Training II-Educational Incentive Pay	29
31	Budget Input/Review	31
32	Salaries	32
33	Equal Employment Policy	32
34	Substance Abuse Policy	33
35	Prevailing Rights	33
36	Counseling	34
37	Duration, Renewal and Entire Agreement	34
	Signature Page	35
	Attachment A	36

## DEFINITIONS

AGREEMENT- The Collective Bargaining Agreement between the ~~Coastal Florida Police Benevolent Association~~International Union of Police Associations, Local 6019 and the City of Vero Beach, Florida.

ASSOCIATION - ~~Coastal Florida Police Benevolent Association~~ International Union of Police Associations, Vero Beach Police Officers Association, Local 6019.

ASSOCIATION REPRESENTATIVE - The individual elected by the members of the Association in Vero Beach to be the principal local representative responsible for the negotiation, interpretation and administration of this labor Agreement and for all other matters pertaining to labor/management relations.

CHIEF - The Chief of Police of the City of Vero Beach.

CITY- The City of Vero Beach, Florida, and the Employer of the Employees covered by this Agreement.

COMMISSION - The Public Employees Relations Commission

DAYS- The term "days" shall mean calendar days.

EMERGENCY - Any situation which jeopardizes, or could jeopardize, public health, safety and welfare, as defined by state law, or city ordinance, ~~and requires alteration of scheduled work hours, shifts, and/or personnel assignments.~~

EMPLOYEE – Any person working full-time for the City of Vero Beach Police Department as a Police Officer, Police Corporal, or Police Sergeant.

EXECUTIVE BOARD - The local Association's President, Vice President, Secretary-Treasurer, and elected board members~~Coastal Florida PBA Representative and two Trustees elected by the members of the Association in Vero Beach plus the President of the Association or his designee~~ who will be responsible for conducting the day-to-day business of the Association.

IMMEDIATE FAMILY - Spouse, Children, Parent, Grandmother, Grandfather, Brother, Sister, Grandchild, Foster Child, Mother-in-Law, Father-in-Law, Son-in-Law, Daughter-in-Law, Sister-in-Law, Brother-in-Law, or Legal Guardian unless clearly indicated otherwise.

MEMBER - Any sworn Police Officer, Police Corporal, or Police Sergeant of the City of Vero Beach who is on the current membership list and pays dues to the Association.

TIME- In computing any period of time prescribed or allowed by this Agreement, the day of the event from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or holiday, in which event the period shall run until the next day which is neither a Saturday, Sunday, or holiday.

**Article 1**  
**INTENT AND PURPOSE**

- 1.01 This Agreement is entered into as of the date of ratification by the City of Vero Beach, Florida (the "City") and the International Union of Police Associations, Vero Beach Police Officers Association, Local 6019~~Coastal Florida Police Benevolent Association~~ (the "Association"). The purpose of this Agreement is to achieve and maintain harmonious relations between the City and the Association, to ensure the continuous, uninterrupted and efficient operation of the Police Department, to provide prompt and peaceful adjustment of differences which might arise and to establish such matters as wages, hours and other terms and conditions of employment.

**Article 2**  
**RECOGNITION**

- 2.1 Pursuant to Chapter 447, Florida Statutes, the City recognizes the Association as the exclusive bargaining agent for all individuals who are employees of the City of Vero Beach in the following classifications: Police Officer, Corporal, and Sergeant. The Association shall appoint representative(s) and alternate representative(s) and advise the Chief of Police as to the names of the representative(s) and alternate representative(s).
- 2.2 All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

**Article 3**  
**MAINTENANCE OF STANDARDS**

- 3.01 Except as provided in this Agreement, or by Florida law, the City will not unlawfully change Employee's wages, hours, or terms and conditions of employment established by this Agreement or established past practice. However, this Article shall not be construed as a restriction on the City's "management's rights" or other rights as described in this Agreement, or as elsewhere described by Florida law.
- 3.02 The City maintains the City of Vero Beach Personnel Rules ("Personnel Rules") and in addition, the Police Department maintains a General Orders Operations Manual. Subject to the terms of this Agreement, Employees are governed by the Personnel Rules and General Orders Operations Manual, as they now exist or as they may be amended.
- 3.03 If there is a conflict between the Operations Manual and the Personnel Rules, the Personnel Rules prevail. If there is a conflict between the Personnel Rules or the Operations Manual, and this Agreement, then this Agreement prevails.
- 3.04 "Conflict" is a finding of last resort and shall be strictly limited to a condition created when enforcement of a provision in one document mandates the violation of a provision in the

other document.

- 3.05 The City agrees not to make any changes to the Personnel Rules or General Orders Operations Manual in an arbitrary, capricious, or discriminatory manner under Article 11.05. The City will notify the Union Association of any proposed changes to the Personnel Rules and/or General Orders Operations Manual which affect the Employees' wages, hours, or terms and conditions of employment thirty (30) calendar days prior to implementation. Except where immediate changes are necessary due to operational emergencies, the proposed changes will not be implemented until the expiration of the thirty (30) calendar day period, the conclusion of negotiations, or the resolution of any impasse, as appropriate. This does not constitute a waiver of the IUPA's right to bargain. However, bargaining will be deemed waived if not requested in writing to the City within the thirty (30) calendar day period. In the event of the forgoing, the parties agree to meet to negotiate an expedited resolution.

~~Within fourteen (14) days of receipt of said notification, the Union may request a meeting with the City to discuss the proposed change. Within ten (10) days of the meeting, the City shall inform the Union of its final decision and may implement the change. The Union shall have ten (10) days from the date of the City's decision to file a demand for arbitration under Article 14. If the arbitrator concludes that the challenged change was arbitrary, capricious, or discriminatory under Article 11.05 then the City shall be required to rescind the change.~~

#### **Article 4**

#### **AGREEMENT APPLICATION**

- 4.1 This Agreement and its interpretation, application, enforcement, and performance shall in all respects be governed by the laws, rules, and regulations of the State of Florida and United States.
- 4.2 This Agreement was negotiated by and between the Parties; therefore, the terms of this Agreement should not be construed for or against either Party but in accordance with how they are defined herein, or if not defined herein, according to their lawful definition.

#### **Article 5**

#### **SEVERABILITY**

- 5.01 The parties agree that should any Article, section or paragraph of this agreement be declared by a court of competent jurisdiction or in the premises to be unlawful, ineffective, or unenforceable, said Article, section or paragraph shall not affect the validity and enforceability of any other Article, section or paragraph hereof, and the remainder of the Agreement shall remain in full force and effect. In the event any Article, section or paragraph of the Agreement is lawfully declared invalid, the Employer and the Association shall meet immediately to negotiate a replacement Article.

**Article 6**  
**UNION ASSOCIATION ACTIVITY**

- 6.1 There shall be established a joint labor-management committee which shall consist of not more than two members designated in writing by the Association and not more than two members of Management consisting of the Chief of Police or Captain(s).
- 6.2 This joint labor-management committee shall meet when the need arises and as requested by either party. The meeting may be held during working hours if so approved by the Chief of Police. Additional meetings may be held if necessary or if either party requests a meeting. Cancellation of a meeting shall be by mutual consent of both parties.
- 6.3 The purpose of these meetings will be to discuss the problems and objectives of mutual concern, but in no way shall involve a specific grievance filed or to be filed or matters which have been subject to current collective bargaining between the parties.
- 6.4 At the request of the Association, The Association Representatives ~~or his designee~~ shall be temporarily transferred to one (1) or more day shifts to permit said Employee to attend to Association business as the need ~~rises~~ arises. This transfer shall occur only with the concurrence of the Chief of Police, ~~and be limited to five (5) shift changes in any one contract year.~~
- 6.5 Members of the Association negotiating team shall be allowed time off with pay for all regularly scheduled bargaining meetings. The negotiating team shall be composed of no more than five locally elected members of the Association plus a representative of the Association and legal counsel. Such time off will only be allowed when the working hours of the Employee in question conflict with bargaining unit negotiations.
- ~~6.6~~ 6.6—When an Association membership meeting is held to discuss current collective bargaining issues, a member of the shift on duty at the time of the meeting shall be entitled to attend the meeting with no loss of pay, provided the member who attends is on duty in the zone in which the meeting is located, so long as staffing permits. The City shall not reasonably refuse to release members to attend meetings.
- 6.7 Paid Time for Association Business
- A. Up to three (3) representatives of the Association will be allowed to attend to Association business including but not limited to: collective bargaining negotiations, grievance hearings, investigations, legislative body meetings, and arbitrations without loss of pay when attending during their normal hours of work, so long as staffing permits. The City shall not reasonably refuse to release members for such purposes.
- A. —
- B. Up to two (2) Representatives will be allowed to attend critical incident investigations without loss of pay, so long as staffing permits. The City shall not reasonably refuse to release members for such purposes. If said incident and investigation is outside working hours, the member will submit time sheets and be paid at their regular rate of pay for all time attended.

- C. Up to a maximum of two (2) representatives in any one instance shall be granted paid time off for the purpose of conducting or attending Association training and conferences, so long as staffing permits. The City shall not reasonably refuse to release members for such purposes. If requested by the Association, the Chief of Police, at his discretion, may grant leave to no more than two (2) additional representatives if doing so does not unduly disrupt the operation of the department. Travel expenses for Association training and conferences will not be paid by the City.

## **Article 7 PAYROLL DEDUCTION OF DUES**

- 7.1 The employer agrees to deduct from the bi-weekly earnings of employees who have executed Association authorization cards the dues, fees and assessments required by the Association. The City shall remit said collections monthly to the ~~duly designated member of the Association~~IUPA international office. ~~The Association agrees to limit Any increase or decrease in a member's dues to twice annually to~~shall become effective with the first pay check received after 30 ~~days notice~~days' notice to the City. ~~A thirty (30) day notice shall be given for any changes in dues of Association members.~~
- 7.2 The Association shall indemnify, exonerate, and save harmless the City from any claims and/or judgments against the City and/or Association based upon any check-off of Association dues, fees, or assessments. The City shall give written notice to the Association by registered mail addressed to the President of the Association of any claim, action, suit, or proceeding brought by an Employee, person, firm, or corporation against the City based in whole or in part on any check-off of Association dues, fees, or assessments. The Association shall defend said claim, action, suit, or proceeding at its own cost and without expense to the City even if said claim, suit, action, or proceeding is false, groundless, or fraudulent.
- 7.3 If any Employee is promoted or transferred to a classification which is not in the bargaining unit, or if an Employee is terminated, such Employee shall cease to be subject to check-off deductions after the effective date of the Employee's status change. The City shall notify the Association as to a general reason for the Employee's status change (i.e., termination, retirement, promotion, resignation, etc. for Association related purposes only) within ten (10) days after the Employee has left the bargaining unit.
- 7.4 The City shall not be required to collect Association dues in arrears.

## **Article 8 BULLETIN BOARDS**

- 8.1 The Association shall have a bulletin board in the Police Department for the posting of notices pertaining to Association activities, judicial decisions, and decisions of administrative bodies affecting public Employee labor relations as well as notices of meetings and other Association information. The Association Bulletin Board will be located in the mailroom.

- 8.2 The Association may, additionally, distribute notices of meetings and other Association information through the Department's Power DMS system. Only the Association representative has the right to submit information to the Chief of Police and must do so at least 48 hours in advance. The Chief of Police or designee may, ~~at his sole discretion~~, prohibit or remove information ~~that he deems~~ to be inappropriate. The Chief, or his designee, shall notify the Association at the time of rejection or removal and shall provide the reason for said removal with opportunity to resolve any rejection.

## **Article 9 DISCIPLINE, RULES AND REGULATIONS**

- 9.1 Employees shall be subject to the Personnel Rules and the Vero Beach Police Department General Orders Operations Manual.
- 9.2 Failure of Employees to comply with the Personnel Rules the General Orders Operations Manual, or lawful directives, whether written or verbal, may result in discipline, up to and including, termination.
- 9.3 Discipline shall be for just cause, and subject to the grievance procedure in Article 13. Documentation of a verbal warning, instruction and/or cautioning will not be used in disciplinary matters if there have been no documented disciplinary actions of any nature within the previous 12 month period.
- 9.4 Any changes to the Personnel Rules or General Orders Operations Manual, except in the case of an emergency, shall be distributed through Power OMS and sent to the Association.
- 9.5 Complaints against an Employee from outside the Police Department will be processed as provided in the General Orders Operations Manual.

## **Article 10 MANAGEMENT RIGHTS**

- 10.01 The parties hereby recognize the need for the City to exercise certain functions in order to administer in an orderly fashion services to be performed on behalf of the citizens of Vero Beach, Florida.
- 10.02 The parties recognize that City management has managerial powers to enable it to serve the citizenry of Vero Beach, Florida, and that such powers are found in Florida law in addition to those expressed and implied powers and limitations contained in this Agreement.
- 10.03 Except as expressly limited by a specific provision of this Agreement, the City reserves and retains exclusively, without obligation to collective or impact bargain, all of its normal and inherent rights with respect to the management of its operation, whether exercised or not, including but not limited to, its right to determine, and from time to time re-determine, the number, location and type of its various operations, functions and services; the methods, procedures, and policies to be employed; to discontinue the conduct of any operation, function, or service, in whole or in part; to transfer its operations, functions, or services from or to, either in whole or in part, any of its departments or other divisions; to select and direct

the working force in accordance with requirements determined by the City; to create, modify, or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish and change work schedules and assignments; to transfer, assign, or promote Employees; to lay off, furlough, demote or otherwise relieve Employees from work for lack of work, lack of funds, or other legitimate reason; to suspend, discharge, demote, or otherwise discipline Employees for just cause; and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

However, the exercise of such rights shall not preclude Employees or their representatives from raising grievances, should decisions on the above matters actually violate the terms of this Agreement, or any civil, or career service regulation.

- 10.04 The City's management rights set forth in Article 10, or elsewhere in this Agreement, are not all-inclusive but indicate the type of rights which belong to the City in its capacity as management of the City of Vero Beach. Article 10 is intended to include as a management right all rights so recognized as a management prerogative under Section 447.209, Fla. Stat.
- 10.05 If the City determines that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency. All pay provisions will continue in case of emergency. However, all wage rates, just cause for discipline, and other direct monetary payments shall continue.

## **Article 11 EMPLOYEE RIGHTS**

- 11.1 The parties recognize the existence of the Association as the exclusive collective bargaining agent for the Employees of this bargaining unit.
- 11.2 The parties agree that the Association is a legally recognized employee organization and that the Association is entitled to certain rights as guaranteed under general special and organic law and as expressed and implied in this Agreement.
- 11.3 The Police Officer's Bill of Rights, Florida Statute 112.532-112.535, is incorporated herein in its entirety as a part of this collective bargaining agreement. Should the statute be amended during the term of this Agreement, such amendment shall automatically be incorporated herein.
- 11.4 The complete rights, responsibilities and prerogatives of Employees, including those contained in this Article, shall be recognized and observed by all parties to this Agreement.
- 11.5 The City shall not discriminate against any Employee because of race, creed, color, national origin, age, sex, disability which does not prevent the individual from performing the "essential functions" of a job or because of participation or non-participation in Association activity. The City further agrees to avoid any illegal harassment inclusive of sexual harassment in the workplace and to abide by the principle of equal pay for equal work. Whenever in this Agreement the masculine gender is used it shall be deemed to include the

## Article 12 NO STRIKE CLAUSE

- 12.01 Public employees shall not have the right to strike.
- 12.02 A "strike" is defined by Florida law, as set forth in Chapter 447, Florida Statutes, state law, and decisional/case law. ~~including but not limited to, the failure of Employees to report for duty; the concerted absence of employees from their positions; the stoppage of work by employees; the submission of resignations by employees; the abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and course of conduct which adversely affects the service of the public employer, the failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term "strike" shall also mean any overt preparation, including but not limited to, the establishment of strike funds with regard to the above listed activities.~~
- 12.03 No public Employee or Employee organization may participate in a strike against a public employer by instigating or supporting a strike.
- 12.04 Penalties for violation of the strike prohibition shall be as provided by Florida Statutes.
- 12.05 Nothing herein shall be construed to interfere in any way with the right of individuals to work; nor shall anything herein be so construed as to invade unlawfully the right to freedom of speech.
- 12.06 In the event the City reasonably believes there is an unauthorized strike in progress authorized by the Association, the City shall notify the Association in writing of same and the Association shall take the following action:
- A. Within not more than twenty-four (24) hours after written notification by the Employer of any such strike, the Association shall publicly disavow the same if unauthorized by law by posting a notice on its bulletin board stating that the strike is unauthorized by the Association.
  - B. The Association shall promptly order its employees to comply with this Agreement.
  - C. The Association, its employees and representatives shall, in good faith, use all reasonable efforts to terminate such strike if unauthorized by law.

The above action by the Association may be considered as evidence that the strike was not sponsored by nor condoned by the Association. However, notwithstanding the above action, the City will not be precluded from attempting to prove Association authorization. In no event will the City be precluded from pursuing all authorized remedies.

**Article 13**  
**GRIEVANCE PROCEDURE**

- 13.1 The Association will not be required to represent an Employee in either the grievance procedure or arbitration who is not a member of the Association. It is understood and agreed, however, that the Association reserves the right to do so at its sole discretion.
- 13.2 A grievance is defined as a dispute involving the interpretation and/or application of any provision of this Agreement that is eligible for resolution through Article 13.
- 13.3 If the grievant has elected Association representation, both the grievant and the Association ~~Representative~~ President shall be notified of any Step 1 meeting. Further, any written communication concerning the grievance or its resolution shall be sent to both the grievant and the Association ~~Representative~~ President, and any decision agreed to by the City and the Association shall be binding on the City, grievant and the Association .
- 13.4 If the grievant is not represented by the Association, any resolution of the grievance shall be consistent with the terms of this Agreement. The Association shall be given reasonable notice and opportunity to be present at any meeting called for the resolution of such grievance. A grievant using this procedure will be bound by the procedure established by the parties to the Agreement. The City shall notify the Association in writing of resolution of a grievance ~~or matter presented to arbitration when a grievant is not represented by the Association.~~
- 13.5 Where representation by the Association is requested by an Employee covered by this Agreement and where the Association agrees to represent the Employee, the Employee's representative shall be the Association Representative. Where representation by the Association is not requested by the Employee or where the Association declines to represent the Employee, the Employee wishing to present a grievance may choose any member of the bargaining unit who is willing to serve as his representative.
- 13.6 The following procedure shall apply where employees wish to present a grievance:

**Step 1** - The aggrieved Employee or his representative shall file his grievance in writing with the Captain of his Division within ~~ten-fifteen~~ (150) days following the day when the event giving rise to the grievance occurred, provided that the grievant knew or should have known of the event giving rise to the grievance. A grievance shall identify the specific ~~Article, Section or Paragraph of this Agreement which the grievant~~ provision(s) of the agreement which the grievant believes the City has violated and shall provide as much detail as possible concerning the nature of the complaint and clearly state the requested remedy. The grievant's Captain will date and sign the grievance and immediately forward copies to the Chief of Police, ~~and~~ the Director of Human Resources, ~~and~~ Association. The grievant's Captain will give the grievant a written answer within ten (10) days and will forward copies of his answer to the Chief of Police and the Director of Human Resources.

**Step 2** - If the Captain's answer in Step 1 above does not resolve the grievance the grievant or his representative may resubmit it in writing to the Chief of Police within ten (10) days next following the receipt of the Step 1 answer. Within ten (10) days following

his receipt of the grievance in this step, the Chief of Police or his designee shall meet with the aggrieved Employee and, ~~if requested,~~ his representative and the Division Captain. The Chief of Police will answer the grievance in writing within ten (10) days after the Step 2 meeting. A copy of the Chief's answer will be forwarded to the Director of Human Resources and the Association.

**Step 3** - If the answer given by the Chief of Police in Step 2 does not resolve the matter, the grievant or his representative may appeal the grievance to the City Manager in Step 3 within ten (10) days of receipt of the Step 2 answer. The appeal to Step 3 must be in writing and should explain in as much detail as possible why the answer given by the Chief of Police does not satisfy the Employee's grievance. Within ten (10) days of his receipt of the appeal, the City Manager or his designee will hold a meeting with the grievant, his representative, the Director of Human Resources and the Chief of Police. The City Manager or his designee will answer the grievance in writing within ten (10) days following the Step 3 meeting. If the answer given by the City Manager or his designee does not resolve the problem raised in the grievance procedure the Association may appeal the case to arbitration.

13.7 Within thirty (30) days of the date of the City's response at Step 3, the Association ~~or the Employee if not represented by the Association,~~ may request arbitration pursuant to Article 14. Notice of intent to arbitrate shall be made in writing to the City Manager and with copies provided to the Director of Human Resources.

13.8 Any grievance not presented within the prescribed time limits shall be considered resolved on the basis of the last answer given and shall not be eligible for processing to any higher step. A grievance not answered within the time limits prescribed herein by any management representative shall be justification for the grievance to be submitted to the next higher step. The time limits prescribed herein may be waived or extended by mutual written agreement between the parties. All action relating to grievances shall be dated by the appropriate parties.

A moratorium will be observed annually by the parties during the winter holiday season. The moratorium will commence every December 23 through January 4. If January 4 falls on a Saturday or Sunday, the moratorium will be extended until the end of the next day which is not a weekend day. During the moratorium period, all grievance time limits shall be tolled.

~~13.8~~13.9 A grievance may stand resolved when all parties to the grievance elect not to pursue the matter further for any reason. The grievance shall then be considered abandoned.

~~13.9~~13.10 The various meetings described above may take place during duty time provided they do not interfere with the normal operation of the Police Department or its ability to respond to an emergency.

~~13.10~~13.11 If the Association is representing an Employee the Association may settle the grievance at any step of the procedure. Upon the withdrawal or settlement of a grievance, it will not be subject to further processing under Articles 13 or 14.

~~13.11~~13.12 By mutual agreement between the City and the Association, a grievance may be filed directly into the second or third step of the grievance procedure.

~~13.12~~ 13.13 Any grievance that involves more than one Employee, or is a violation that Association is the grievant, shall be filed at Step 2.

## Article 14 ARBITRATION

The following procedures shall govern arbitration of eligible disputes under this Agreement:

- 14.01 Only grievances that were timely filed and comply with Article 13 are subject to arbitration.
- 14.02 Only the association may advance contractual greivances to arbitration. An Employee may advance a disciplinary grievance to arbitration with the association's written consent; however, the Union-Association will not be responsible for any costs, fees and expenses incurred in an arbitration to which it was not serving as the representative of the Employee(s) or was not a party.
- 14.03 The party requesting arbitration shall apply to the Federal Mediation and Conciliation Service for a list of seven (7) arbitrators, and within ~~ten (10) days~~ a reasonable time period after receipt of this list, the party requesting arbitration shall make the first strike, the other party shall then strike a name, and the parties shall alternate until one name remains, who shall be the arbitrator to hear the grievance. The date for the hearing will be mutually agreed upon by the parties and the arbitrator.
- 14.04 The arbitrator shall be bound by the procedures set forth in Article 14; however, in determining whether a grievance is arbitral, the arbitrator shall follow these principles:
- A. The City retains all rights in Article 10 and elsewhere herein, in addition to all rights set forth in Chapter 447, Florida Statutes and Florida case law;
  - B. This Agreement expressly provides all the restrictions and obligations of the Parties, ~~and there are no implied or assumed restrictions or obligations inherent in this Agreement that are not expressly set forth herein;~~ and
  - C. The grievance upon which the demand for arbitration is based must comply with the requirements of this Agreement, and arbitration may not be had, and the arbitrator has no authority to hear or decide, any matter that is not identified in the underlying grievance.
- 14.05 An arbitrator shall only have jurisdiction to determine whether or not the City violated the identified provision alleged in the written grievance, but he may consider other provisions of the Agreement in reaching a decision to the extent the other provisions clarify the grievance at issue.
- 14.06 The arbitrator may not interpret the provisions of this Agreement in any way that directly or indirectly modifies any term of this Agreement, nor may the arbitrator issue a decision that has the affect of adding to or deleting from the provisions of the Agreement.
- 14.07 If the arbitrator finds he lacks authority to rule on the grievance, the matter shall be referred back to the parties without decision or recommendation. The arbitrator shall have no

authority to consider or rule on any matter not specifically contained in the Agreement.

- 14.08 The arbitrator shall limit his ruling exclusively to the question properly presented for arbitration. No remedy or award may go beyond the termination date of this Agreement, even if such rights, claims, or grievances arose during its term, except for the payment of an award of compensation to the grievant deemed owed as a result of the grievance.
- 14.09 The arbitrator may consider only sworn testimony from witnesses. The Florida Rules of Civil Procedure and Florida Evidence Code should be the arbitrator's guidepost with respect to the admission of evidence. Because the arbitrator does not have contempt power, the arbitrator shall instead have the authority to render an award against the party who presents perjured testimony.
- 14.10 All grievances shall be decided by the preponderance of the evidence. However, the arbitrator shall apply the "clear and convincing evidence" burden of proof for any discipline that is based on false statements under §§837.02 or 837.021, Florida Statutes or an alleged criminal law violation, unless the Employee has been convicted, plead nolo contendere, or plead guilty to alleged criminal violation. In all grievances, the arbitrator shall be required to apply and use Florida law.
- 14.11 If the Association does not represent an Employee in the arbitration process, the arbitrator will be notified in writing of this fact by the City and matters concerning financial responsibility shall be entirely resolved between the grievant and the arbitrator prior to the commencement of the arbitration proceedings.
- 14.12 The arbitrator's decision will be rendered in writing as soon as possible, but not to exceed forty-five (45) days following conclusion of the hearing, or receipt of post-hearing briefs. The arbitrator may request in writing from the Parties a reasonable extension of time to submit his decision. The arbitrator's decision shall be final and binding on the parties.
- 14.13 The parties shall each bear the cost of preparing and conducting their own presentation, including pay for witnesses attending the hearing at their request. The City shall provide a room for the purpose of conducting the arbitration hearing.
- 14.14 The cost of the arbitrator shall be apportioned by the arbitrator based on the prevailing party principle. In the event of a split decision, the arbitrator shall divide the fee based on general principles of fairness. The cost of a transcript of the proceedings shall be borne by the requesting party, or shared equally if agreed upon by the parties.
- 14.15 If any party requests the postponement or cancellation of a scheduled arbitration, and if such postponement or cancellation results in a fee charged by the arbitrator from a schedule of fees submitted following his selection by the parties, the party which requests the postponement or cancellation shall bear sole responsibility for the payment of such fee, unless otherwise agreed between the parties.

**Article 15**  
**UNIFORMS AND EQUIPMENT**

- 15.1 The City shall furnish uniforms to all Employees covered by this Agreement who are required to wear such uniforms in the performance of their duties as set forth in the Police Department Operations Manual, and will also furnish appropriate street clothing to those Employees designated as plain clothes officers.
- 15.2 During each fiscal year covered by this Agreement the City will pay for the cleaning of forty (40) articles of uniform clothing, or in the case of plain clothes officers, the cleaning of forty (40) articles of plain clothes per month, per Employee. Such payments represent the complete clothing allowance, and each Employee covered by this Agreement will be required to maintain his uniform and equipment in a manner consistent with the Police Department Operations Manual.
- 15.3 During each fiscal year of this Agreement, Employees assigned to plain clothes duties for the entire year will receive a cash payment of ~~six-eight~~ hundred fifty dollars (\$~~850 650~~). During the first year of an Employee's assignment as a plain clothes officer, this cash payment will be prorated from the date the plain clothes assignment begins. An Employee will receive an additional one hundred dollars over and above the standard cash payment of ~~six-eight~~ hundred fifty dollars (\$~~850 650~~), upon entering the first year of a plain clothes assignment. All cash payments, with the exception of the first year of assignment, will be paid in a separate check during the first part of October; or 50% in a separate check during the first part of October and 50% in a separate check during the first part of April, at the request of the receiving Employee. Such payments represent the complete new clothing allowance and the Employee will be expected to keep himself neatly groomed during the year. Employees assigned to temporary plain clothes duties will receive an appropriate portion of the plain clothes allowance in the form of a cash payment at the Employee's request, and with the approval of the Chief of Police or his designee.
- 15.4 Any uniform, clothing or related equipment initially supplied by the City, or equipment which is reasonably necessary to perform official duties, and which is damaged or destroyed while an Employee is in the performance of his official duties, shall be replaced by the City at no cost to the Employee, provided that: the damage or loss is not the result of the Employee's own negligence; that uniform components will be replaced in their entirety; that the cost of loss or damage to eye glasses will be replaced to a maximum of \$350 per year and sunglasses will be reimbursed to a maximum of seventy-five dollars (\$75.00); that loss or damage to a watch will be reimbursed to a maximum of seventy-five dollars (\$75.00); and that loss or damage to other jewelry will not be reimbursed. Such claim of loss or damage must be supported with reasonable proof of loss and shall be subject to the approval of the Chief of Police or his designee.

**Article 16**  
**SAFETY AND HEALTH**

- 16.1 The City and the Association agree to cooperate to the fullest extent in the promotion of safe work practices including those which might be outlined in policies and procedures issued by the City of Vero Beach and in the Operations Manual of the Police Department.
- 16.2 It is recognized and agreed by the City and the Association that the City shall provide and the employees will use and care for new and improved safety equipment and employ modern technology and methods to meet the objectives and functions of the Police Department, within budgetary limitations.
- 16.3 The Association will designate ~~one~~two of its members to serve as its Safety Representative. The City shall be informed in writing as to the person serving in this capacity. The Association Safety Representative, the Chief of Police and the Safety Coordinator of the Human Resources Department shall comprise the Safety Committee. Upon written request by any of the Safety Committee members, a meeting shall be held as soon as practicable to discuss such matters as new safety methods, equipment or technology. The written request for a meeting shall be given to each of the members of the Committee and shall set forth the meeting agenda.
- 16.4 In the event that an Employee covered by this Agreement who has not previously received Hepatitis B vaccine is exposed to the Hepatitis B virus, the Employee will be referred promptly to a physician designated by the City for appropriate medical treatment. The cost of any vaccination or other treatment will be borne by the City.
- 16.5 Employees may use one hour of their shift to exercise at the Police Department building provided that they have prior approval of the shift supervisor and the exercise period does not occur in the first or last hour of the shift.

**Article 17**  
**TRAINING**

- 17.1 Within a reasonable period of time, newly promoted Employees will be afforded training designed to assist in preparing them for their new roles. Within a reasonable period of time, Shift detectives shall receive two (2) days of training in the Detective Bureau prior to beginning their assignment.
- 17.2 Employees participating in "in-service training" will be paid at their regular hourly rate of pay.

## Article 18

### WORKWEEK, PAY PERIOD, OVERTIME COMPENSATION AND COURT DUTY

- 18.01 **WORKWEEK:** The City has established workweeks and pay periods and will pay overtime consistent with its obligations under the Fair Labor Standards Act. A workweek is defined as seven consecutive twenty-four hour periods beginning with the starting time of the Employee's regular shift on Sunday. A pay period is two consecutive workweeks.
- 18.02 **OVERTIME:**
- A. For the purpose of this Agreement, overtime is defined as time actually worked in an official capacity for the Vero Beach Police Department in excess of 80 hours during a pay period. ~~Annual leave, medical leave, H~~olidays, court leave, bereavement leave, blood bank leave, Workers' Comp leave, earned bonus time such as physical fitness time, disability leave, military leave, disciplinary suspensions, and any unpaid personal leave will not be considered time actually worked. All other time shall be considered "hours worked" for the purposes of overtime.
  - B. All hours actually worked in excess of 80 hours in a pay period will be compensated at one and one-half (1 ½) times the Employee's regular rate of pay.
  - C. The parties agree that there will be no compounding or pyramiding of overtime.
  - D. Pursuant to the provisions of Section 13.11 of the Personnel Rules, the City shall provide a meal to any Employee who is called out for work two or more hours prior to the regular starting time of the Employee's shift, and who continues to work until there is less than one hour remaining before the start of the Employee's regular shift. Thereafter, the Employee will be entitled to additional City-provided meals at six-hour intervals during that work period. If the Employee is held over, or called out within two hours after his regular quitting time, and the Employee continues to work for more than two hours, he will be provided a meal by the City; and the Employee will be entitled to additional City-provided meals at six-hour intervals for the duration of that particular work period. If an Employee is called out on his regular day off, or at any other time not already described at this Section; and the Employee works for six consecutive hours, the Employee will be provided meals by the City at six-hour intervals during the overtime work period.
- 18.03 **COMPENSATORY TIME:** Except as provided in this Agreement, compensatory time will not be authorized unless requested in writing by the Employee and approved by the Chief of Police. Compensatory time will be used within the fiscal year, unless otherwise approved by the Chief of Police, not to exceed three (3) compensatory days.
- 18.04 **CHANGING SHIFTS:** The City acknowledges that unusual circumstances might require an Employee covered by this Agreement to request a change in his scheduled shift. Without obligation by the City to pay overtime, an Employee covered by this Agreement may work for or change shifts with another Employee covered by this Agreement who is performing similar duties. However, such determination of duty compatibility and approval shall rest solely with the Chief of Police or his designee. Shifts will not be changed for the purpose of avoiding the payment of overtime to employees whose shifts are changed. Nothing in this section shall be construed as a limitation on Management's right to reassign Employees to

shifts where the workload warrants additional personnel. At least three days' written notice will be required for such shift changes unless mutually agreed otherwise. Any shift change directed by the Department shall also require a three day notice unless an emergency exists or the exception is mutually agreed upon.

#### 18.05 **CALL-OUT, PREARRANGED OVERTIME, AND DISTRIBUTION**

- A. **CALL OUT:** When an Employee is required to report for work at a time other than his regular work schedule, with the exception of complying with a legally served subpoena, and the Employee has been given less than twelve hours' notice, he shall be paid for a minimum of two hours at one and one-half times his regular hourly rate, except that if he is called out before his regular starting time and works through his regular shift schedule, then he shall be paid at time and one-half only for the time actually worked. If the call out is of an urgent nature and requires the Employee to report immediately, then his paid time shall start at the time of initial contact and shall end upon sign-off at work headquarters or at home in the case of standby Employees.
- B. **PREARRANGED OVERTIME:** Prearranged overtime is defined as a work assignment at a time other than during an Employee's regular schedule of hours, and when the Employee has been afforded twenty-four or more hours' notice. When a prearranged overtime assignment occurs, including attendance at meetings, the Employee shall be paid a minimum of two hours at one and one-half times his regular hourly rate; except that if he is required to report before his regular starting time and works through his regular quitting time, then he shall be paid at time and one-half only for the time actually worked or spent in meetings.
- C. **DISTRIBUTION OF PREARRANGED OVERTIME:**
1. If practicable, prearranged overtime will be distributed among Employees holding the rank of Sergeant and lower. Whenever possible, one Sergeant will be afforded an overtime opportunity for every three Corporals and Police Officers working the same assignment at the same time. Employees will not be eligible for prearranged overtime and paid leave at the same time.
  2. The Employee assigned to oversee the distribution of overtime ("overtime Employee"), will maintain a computer database ([Power Details](#)) that tracks the number of prearranged hours each Employee has worked. A list reflecting those hours will be posted each week in the Briefing Room. The database will be reconfigured each time an assignment is filled, to ensure that the Employee with the fewest number of hours is considered. Newly hired employees are not eligible to accept prearranged overtime assignments until they have successfully completed the field training program. Newly hired employees who become eligible to work prearranged overtime on the same day will be placed at the bottom of the list alphabetically in ascending order [A-Z].
  3. Employees shall be ordered to work mandatory overtime when no other Employee has agreed to take an assignment. In the case of mandatory overtime, the Employee with the fewest number of prearranged overtime hours worked will be ordered to work the assignment. There shall be no

mandatory overtime for private details on the following city-recognized holidays: Good Friday, Thanksgiving, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Day.

4. Employees will be notified of the prearranged overtime assignments in writing through ~~PowerDMS~~ Power Details and through the Department's ~~voice email mail~~ system. The overtime Employee is not required to notify employees by any other means. Employees are required to check their ~~PowerDMS~~ Power Details and ~~telephone voicemail email~~ regularly to fulfill their obligations under the terms of this Agreement.
5. Employees unable to report for or to complete a prearranged overtime assignment which they have requested, are responsible for finding replacement personnel, except for an Employee that is sick, which may notify the supervisor on duty. Employees ordered to fill a mandatory assignment may also find replacement personnel. In both cases all employees are responsible for providing to the replacement employees information regarding the assignment, and for informing the Operations Bureau and overtime Employee of the replacement. The hours worked on the prearranged overtime assignment will be assessed to the replacement Employee, and the database will be adjusted accordingly.
6. The database and all records pertaining to prearranged overtime will be reviewed periodically by the Chief of Police or his designee to ensure that assignments are being made equitably. The Association may also designate a representative to review overtime records, provided that an appointment to do so is arranged through the Chief of Police or his designee.
7. If review of either the database or other records reveals any inconsistency, an agreed-upon resolution between the Chief of Police and the ~~Police Benevolent~~ Association representative President will be sought in order to correct if necessary, the perceived inconsistency.

D. STANDBY TIME:

1. In order to provide coverage for services during off-duty hours, it might be necessary to assign and schedule certain employees covered by this Agreement to standby duty. A standby duty assignment is made by a command Employee who requires an Employee to be available for work on off-duty time due to an urgent situation which might include assignments on nights, weekends, or holidays.
2. The Department may seek volunteers whenever possible, consistent with equitable distribution of standby time within a work area, classification, or shift; and consistent with skill and ability. In the event that volunteers are not available, qualified employees will be required to take the assignment in order to maintain effective, proper and superior service to the community.
3. In the event that any Employee who is officially on standby duty fails to respond to a call to work, he will be subject to disciplinary action.

4. When an Employee is called to work, or while officially designated as being on standby duty, the following will apply:
  - a. Any Employee who is required to take standby duty shall be paid for a minimum of one hour at one and one-half (1 ½) times his regular hourly rate for such duty on weekdays and three hours at one and one-half (1 ½) times his regular hourly rate for such duty on Saturdays, Sundays and holidays.
  - b. Time actually worked with a minimum of two hours shall be paid at the appropriate straight time or overtime rate according to current practice, in addition to standby time and pay as described in this Agreement.
  - c. The standby Employee must remain available for communication by radio, phone or written message and have his City vehicle immediately available.
  - d. Standby time away from work shall not count as hours "worked" for the purpose of computing overtime pay.

#### **18.06 PAY FOR COURT DUTY:**

- A. At any time an Employee is subpoenaed or otherwise required to attend court or a judicial hearing or to give a deposition as a witness, the time he actually spends in this function shall be deemed compensable as though he were on duty. The time the Employee spends in this function will be kept by him and submitted to the Employee designated by the Chief of Police within seventy-two hours excluding weekends and holidays. A form with appropriate area for signature will be provided.
- B. Witness fees and/or jury duty pay, excluding mileage allowance and/or expense reimbursement must be turned in to the Employee designated by the Chief of Police within seventy-two hours after receipt thereof. If an Employee chooses to retain the court paid money described above, he may do so; however, in such event he forfeits his entitlement to the compensation he would have been paid under subsection A above; and will be considered work performed on the Employee's off-duty time.
- C. When an Employee is required to appear for court duty or other legal or administrative proceeding during his scheduled off duty time, he will be compensated in the following manner:
  1. If the Employee reports for court duty prior to the start of his regular shift and he is provided the opportunity to work continuously through his regular shift, all time actually served in court duty shall be counted in computing his overtime pay for the work period.
  2. If an Employee is held over beyond the end of his regular shift for purposes of court duty, all time actually served in court duty shall be counted in computing overtime pay for the work period.
  3. If an Employee is required to appear for court duty at a time other than immediately prior to or immediately following his regular shift, the Employee

shall be paid for all time actually served in court but not less than two hours at time and one-half his regular hourly rate. However, if the Employee is required to make a separate trip for the court appearance because the appearance does not extend into his regular shift or carry over from the end of his regular shift, which shall be defined as one-half hour before or one-half hour after the Employee's regular shift, then the Employee shall be paid for a minimum of three hours at time and one-half his regular hourly rate.

4. It is agreed that the City will not be obligated to pay any Employee for court appearances under Section 18.04 (C)(3) above, if the City was notified the previous day that the Employee's scheduled court appearance was cancelled or postponed. It shall be the Employee's obligation to telephone the Police Department after 6:00 p.m. the day prior to his scheduled appearance to determine the need for his appearance in court. If an Employee is scheduled for an afternoon court appearance while off duty, it shall be his obligation to telephone the Police Department prior to 11:00 a.m. that day to confirm the need for his appearance. If the afternoon appearance is cancelled, the Employee nevertheless will receive credit for one hour of work during that pay period.

- 18.07 In order to encourage qualified Employees to request and to remain on the 6:00 p.m. to 6:00 a.m. shift, employees who are assigned to this shift regardless of rank will receive a shift differential of \$100 per pay period as long as that Employee remains on that shift.

#### **Article 19 ACTING SUPERVISOR**

- 19.01 Whenever an Employee is directed by the Chief of Police or highest ranking Employee on duty to work temporarily at one rank higher, he shall be compensated for each hour while working in that capacity and shall be paid at the next higher rank which exceeds his present hourly pay. To qualify for this increase the Employee must work in a higher rank for a minimum of ~~two consecutive workdays~~ one full shift. This assignment will apply only to the position of Acting Sergeant by a Corporal. Only one acting position will be permitted per shift. All acting assignments shall be made on the basis of qualifications for such assignments. Acting Supervisor assignments shall not set a precedent for future assignments.

#### **Article 20 ASSIGNMENTS, PROMOTIONS, REDUCTIONS, AND RECORDS**

- 20.01 **ASSIGNMENTS:** The right to assign or to transfer Employees within rank to a job, shift or division is vested solely in the Chief of Police. In making such assignments and transfers the needs of the Department shall govern. Wherever possible, the Chief will give consideration to the Employees' experience, qualifications, special skills, interests, and seniority. The Chief of Police agrees to provide information and establish the criteria including courses and other considerations he may use when transferring Employees for specialized positions within the department. However, the Chief reserves the right to add or take into consideration any other factors or group of factors he feels important in the

selection of the best candidate for the available position.

20.02 **PROMOTIONS:** In making a promotion, the City will adhere to the following:

- A. When a vacancy in the rank of Sergeant or Corporal is to be filled by the promotion of a sworn officer within the department, the promotional procedures contained in the Vero Beach Police Department Operations Manual, Number 42, will apply. Such promotions shall be made from among the top four candidates on the promotional eligibility list at the time the vacancy is filled.
- B. One representative of the Association shall be permitted to sit in on promotional interviews conducted by the oral review board which involve bargaining unit positions, except that he may not sit in on any interview if he is a candidate for any promotion under consideration. Such representative must be designated in advance by the Association in writing to the Chief of Police. The Association representative shall be strictly an observer and shall not participate in any discussion, recommendation or vote regarding any promotion.
- C. Any written tests developed within the Department which are to be used in determining the qualifications of Employees for promotion purposes shall be reviewed in advance by the Association, but the City retains the final authority to determine the content of any such tests. It is understood that in reviewing such tests the confidentiality and security of the tests shall not be compromised. To this end, the review by the Association shall be conducted in person by the Executive President of the Association or his designee. Such designee shall be a member of the President's direct staff. The review shall take place at the City's Police or Human Resources Department, at which time no copies of any portion of the written test shall be made. The oral exam will be administered and scored prior to the written exam.
- D. Each Employee promoted under the provisions of this Article 20 shall serve a trial period of one year. If, during the trial period, the Employee fails to meet job requirements set forth in the Vero Beach Police Operations Manual or, if during the trial period the Employee voluntarily relinquishes such a promotion, he shall be returned to his former rank and at the level of compensation to which he would have been entitled if he had not been promoted. During this trial period, the Employee shall be notified in writing of any job requirement deficiencies which could result in demotion, and he shall be given sixty days to rectify such deficiencies. Should this sixty day period exceed the one year trial period, the trial period shall be extended accordingly.
- E. After being promoted, the Employee shall receive pay at the same longevity pay step in the new rank at which he was being paid in his prior rank.

20.03 **REDUCTION:** The City retains its management right as set forth in Article 10 to reduce the workforce. If a reduction is necessary, the City shall determine the number of Employees and jobs affected in the bargaining unit and shall retain and reduce personnel subject to the following procedures:

- A. Rank seniority, which is defined as the Employee's length of continuous service within a specific rank as well as any service time within any and all higher ranks

with the Department, will be the first factor controlling any necessary reduction in personnel within that rank.

- B. An Employee reduced in rank will go to the corresponding pay scale for the lower rank based on his years of service as a sworn police officer with the Vero Beach Police Department. For example, a sergeant with ten years of service would be paid as a ten year corporal. Once an Employee has been reduced in rank because of a necessary reduction in personnel, he shall not be subject to further reduction in rank either because of possessing low seniority as defined in paragraph F of this Section or low rank seniority as defined in subsection A until all other employees in that rank have been reduced to lower rank.
- C. If an opening develops in the rank from which one Employee was reduced during the term of this Agreement, then that Employee will be reinstated to his former rank without regard to any promotional procedures, ~~unless~~ If the Employee has received an unsatisfactory performance evaluation, or has received discipline in excess of a letter of counseling or written reprimand (such as suspension or a disciplinary demotion), at any time following the reduction. After the passage of twenty-four (24) months, any, said Employee who was reduced in rank shall be shall be eligible for promotion as set forth in Article 20.02 after the passage of twenty-four (24) months.
- D. If two or more Employees of equal rank are reduced in rank during the term of this Agreement, then the Employee with the most seniority in rank with the Vero Beach Police Department will be the first one to be promoted back to his old position, subject to the requirements of Article 20.03(C).
- E. If an Employee is to be reduced in rank because of a necessary reduction in personnel and there are two or more Employees of equal rank and equal time in grade, then the Employee with the least seniority with the Vero Beach Police Department will be the first to be reduced.
- F. Seniority is defined as the length of continuous uninterrupted service of an Employee in the Police Department. New sworn officers shall serve a one year probationary period either from the date the officer is hired or the date he becomes certified in the State of Florida, whichever comes later. The provisions of this Agreement do not apply during the probationary period. Upon completion of the probationary period, seniority shall be retroactive to the most recent date of hire or rehire.
- G. An Employee shall lose his seniority if he voluntarily quits, resigns or is discharged for cause immediately upon his last day in a work status. If an Employee is laid off and has been recalled within one (1) year of layoff date, he shall retain seniority.
- H. An Employee may be considered a voluntary quit and removed from the payroll if absent from duty three days without notification to his supervisor as to the reason(s) for absence.
- I. Notwithstanding anything to the contrary, the City will not perform any non-disciplinary rank reductions (demotions) during the term of this Agreement, unless the City declares a financial urgency.

20.04 **PERSONNEL RECORDS:**

- A. The City agrees that all official personnel records will be kept confidential to the extent provided by law.
- B. The name and photograph of an Employee may be furnished to the news in order to announce promotion or acts of exemplary conduct.
- C. The City agrees that by appointment, an Employee shall be allowed to inspect his official personnel record.
- E. The City agrees that an Employee shall have the right to include in his official record a written and signed refutation (including signed witness statements) of any material he considers to be detrimental.

**Article 21  
BEREAVEMENT LEAVE**

21.01 An Employee shall be granted a bereavement leave of three working days with pay upon the death of a member of his immediate family, as defined in this Agreement, for the purpose of traveling to the funeral location, attending the funeral services, making funeral arrangements and handling customary family business matters. The Chief of Police or his designee may authorize ~~one or up to~~ two additional days of paid bereavement leave, depending upon such factors as the travel distance involved, whether the Employee has been named executor of the decedent's estate or any other compelling factors. The Employee might be required to provide the Chief of Police or his designee with proof of death, family relationship, funeral location, or any other information which might be required before compensation is approved.

**Article 22  
HOLIDAYS**

22.01 The City recognizes the following holidays ~~for calendar year 2012:~~

1.	New Year's Day	January 1
2.	Martin Luther King Jr.'s Birthday	Third Monday in January
3.	Good Friday	
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	First Monday in September
7.	Veterans' Day	November 11
8.	Thanksgiving Day	Fourth Thursday in November
9.	Fri. after Thanksgiving	Fourth Friday in November
10.	Christmas Eve Day	December 24
11.	Christmas Day	December 25

~~22.02 Beginning November 30, 2013, Good Friday and Veteran's Day will not be a recognized City holiday.~~

22.023 ~~Effective October 1, 2012,~~ Holiday pay shall be as follows:

- A. Holidays do not constitute hours worked for purposes of overtime unless the Employee actually works the day of the holiday.
- B. If the Employee works the day of the holiday, he will be paid at his straight time rate of pay for all hours actually worked on the day of the holiday. Additionally, the Employee will be paid time and a half (1 ½) for all hours actually worked on the day of the holiday as holiday pay. Holiday pay shall not be used to increase the Employee's regular hourly rate for any non-holiday work days.
- C. Rotating shift Employees who are scheduled off on the actual day of the holiday will receive compensatory hours equal to his normal shift of hours, to be scheduled within the fiscal year.
- D. Employees, such as detectives, who are assigned a Monday through Friday work schedule, do not actually work on City holidays that fall on a work day. If an Employee is scheduled to work the actual day of a City holiday, but is off work solely because of the holiday, he will be paid his straight time rate of pay for the day of the holiday. For example, if an Employee is scheduled to work on September 3, 2012, but is off work because that day happens to be Labor Day, he will be paid at his regular rate of pay for September 3, 2012. This provision does not apply to an Employee who is off work on any form of paid leave time on the day of the City holiday, such as Annual Leave.
- ~~E. Employees will receive one compensatory day for his birthday to be scheduled within the fiscal year.~~

22.034 If two or more employees in a Bureau submit leave requests for the same holiday, the requests will be considered based on which request was submitted first. However, in the event the employees' supervisor receives two or more requests for leave at the same time, the leave request from the Employee with the highest seniority will be considered first.

22.04 For the purposes of mandatory overtime outlined in Article 18.05 C (3), city-recognized holidays will be observed on the actual date of the holiday.

## **Article 23 MEDICAL LEAVE**

### **23.01 ELIGIBILITY:**

- A. Employees earn Medical Leave credits at the rate of eight (8) hours per month starting the first full month of employment.
- B. Medical Leave may be taken as earned during Employee's probationary period.
- C. Frequent use of medical leave benefits may indicate that an Employee's physical condition is below the standard necessary for proper performance of the Employee's duties. If an Employee is to be suspended or discharged for excessive use of medical

leave the Chief of Police shall require the Employee to submit to a physical examination by a physician selected by the City at the City's expense. The results of the physical examination may be used to determine whether an Employee is physically unfit for police duty or abusing medical leave.

23.02 **CHARGING LEAVE:** Medical Leave time shall be charged to the Employee for the actual time the Employee is away from work. The minimum charge to paid medical leave shall be 15 minutes.

23.03 **REQUEST FOR LEAVE:**

- A. To receive compensation while absent on Medical Leave, an Employee shall notify his immediate supervisor or Department Head prior to or as soon as possible after the time set for beginning daily duties. The notification must include a telephone number by which the Employee may be reached for further information or contact.
- B. If an Employee is suspected of abusing Medical Leave, the Department Head shall request a physician's certificate to verify the illness.

23.04 **USE OF MEDICAL LEAVE:** Medical Leave may be granted for the following purposes:

- A. Personal injury, pregnancy, or illness not connected with work.
- B. Medical, dental, optical, or chiropractic examination or treatment.
- C. Exposure to a contagious disease which would or could endanger others.
- D. Illness of a member of the Employee's immediate family who lives permanently in the same residence which requires the personal care and attention of the Employee. No more than five (5) working days a year may be taken for this purpose without the approval of the Department Head.

23.05 **ACCRUAL:** Employee's medical leave hour balances as of October 1, 2014, are hereby frozen and placed into a separate account. The frozen medical leave account shall be paid out to the Employee pursuant to Article 23.06. Employees shall continue to accrue medical leave in a new account, up to a maximum of 180 days. There shall be no payout for accrued and/or unused medical leave in the new account. However, Employees may use medical leave from their frozen account, but any such hours used from the frozen account cannot be replaced or replenished.

23.06 **MEDICAL LEAVE PAYMENT:**

- A. Employees who leave the City due to resignation, permanent disability, or death, and who have been employed by the City for at least one year, will be paid an amount equal to the Employee's accrued medical leave in the frozen account only (up to a maximum of 120 days) multiplied by 3% per year of service (up to a maximum of 33 years) at the Employee's final pay rate. For Employees with more than one year of service, but fewer than 3 years of service, the minimum payment shall equal 10% of accrued medical leave from the frozen account only. As stated above in 23.05, there shall be no payout from the new medical leave account. Payout applies solely to the

frozen medical leave account.

Example: An Employee resigning after 10 years of service with an accrued frozen sick leave account balance of 60 days will be paid out as follows: 60 days x 3% x 10 years = 18 days x final daily pay rate.

- B. Employees who retire during the term of this Agreement in accordance with the provisions of the City of Vero Beach Municipal Police Officers' Retirement Trust Fund shall receive one hundred percent (100%) of their base rate of pay for accrued medical leave from the frozen account only, up to and including, one-hundred and twenty (120) days of medical leave.
- C. Pursuant to §9.05(A)(2) of the Personnel Rules of the City of Vero Beach, any medical leave from the frozen account only in excess of one hundred twenty (120) days remaining at the time of the Employee's retirement shall be added to the Employee's length of continuous service.
- D. Any Employee who enter the drop plan will have the balance of accrued medical leave from the frozen account only that exceeds the maximum of 120 days (960 hours) used in the calculation of the Employee's length of service with the City. Those hours used in the calculation will be deducted from the Employee's medical leave balance.

When an Employee in the drop plan terminates his employment with the City, he will be paid out the balance of his medical leave accrual from the frozen account only up to the first 120 days (960 hours). Any hours remaining in the balance after payout will be returned to the City.

- E. If any part of Article 23.06 is in conflict with State Law, then State Law shall prevail.

23.07 **ADDITIONAL MEDICAL LEAVE:** An Employee may be eligible for additional leave through the hardship donation program in Section 19.11 of the Personnel Rules.

In deserving cases, an additional thirty (30) days of medical leave may be granted with the Department Head's recommendation, and the City Manager's approval. If the Employee requires more than 30 days, and the City Manager desires to extend such additional leave, the City Manager shall seek City Council approval. In order to qualify for this type of additional leave, the Employee must have exhausted all remedies under the Employee Hardship Donation Program, Section 19.11 of the Personnel Rules.

23.08 **EARNING OF MEDICAL LEAVE:** An Employee on medical leave for more than fifteen (15) consecutive calendar days in any month shall not accrue medical leave for that month. Annual leave days and holidays which occur, or which may be taken during the period of illness and prior to the date an Employee is certified by his physician to be able to return from medical leave to his regular job, shall not be considered as days worked for this accrual purpose.

23.09 **DISABILITY LEAVE:** The City will provide disability leave with pay as follows:

- A. The disability resulted from an injury or illness sustained directly in the performance

of the Employee's work as provided in Florida's Workers' Compensation Act.

- B. If incapacitated for his regular position, the Employee may be given other duties with the Police Service for the period of recuperation. The Employee will continue receiving his normal wages and benefits during this light duty period. Unwillingness to accept such an assignment as directed by the Department Head or the Director of Human Resources will make the Employee ineligible for disability pay during the time involved.
  - C. A physician selected by the City may be used to determine the physical ability of the Employee to continue on disability leave or to return to work.
  - D. If the disability leave is approved, the first seven (7) days of the leave will be deducted from the Employee's Medical Leave accrual. After the first seven (7) days, the Employee shall be entitled to current Workers' Compensation only, unless the Employee elects to supplement such Workers' Compensation benefits with any Medical Leave which he may have accrued. If an Employee's Paid Medical Leave accrual is exhausted, he may substitute Annual Leave as a supplement. In no case shall the Employee's total compensation from City pay and Workers' Compensation exceed his normal compensation.
  - E. Any time during the period of disability, any case may, upon request, be reviewed by a City physician who shall recommend retention, reduction, or separation to the Department Head, Risk Manager and Director of Human Resources.
- 23.10 In the event of injury on the job, an Employee may be paid an amount equal to his normal earnings by use of City funds or a combination of City funds and Workers' Compensation without charge to his Medical or Annual Leave. Requests for approval or disapproval of such paid disability leave should be made to the City Manager by the Department Head and the Risk Manager. Such requests shall take into consideration any suggestions made by the Union or his designee.
- 23.11 Employees will be permitted to convert five (5) medical leave days to personal days. ~~Effective October 1, 2014, two (2) of the five (5) days must come from the Employee's frozen medical leave account.~~

## **Article 24 INSURANCE BENEFITS**

- 24.01 The City agrees to make a health insurance plan available to Employees and their eligible dependents, but does not incorporate the terms of any specific health insurance plan, document, or contract into this Agreement. The City shall retain the right and discretion to change carriers; coverage terms; coverage costs, including co-pay costs; add, modify, or delete plan levels, plan design, plan options, offerings regarding services, and benefits in order to reduce costs during the course of this agreement.
- 24.02 The City will inform the Association of any proposed changes to the health insurance plan at least ninety (90) days in advance of the effective date of the change. The Association may request within fourteen (14) days of receipt of such notice, to meet and discuss the changes with the City prior to implementation of the changes. Following the meeting(s), the City

retains the right to implement the change in its discretion, provided that the Employee's contribution percentage set forth in 24.03 shall apply to the change.

24.03 The Employee contribution rate will be as follows:

For a base plan:	For a middle plan:	For a high plan:
Employee—0%	Employee—7%	Employee—15%
Employee + Spouse—23%	Employee + Spouse—28%	Employee + Spouse—35%
Employee + Children—22%	Employee + Children—27%	Employee + Children—34%
Employee + Family—24%	Employee + Family—29%	Employee + Family—35%

These contribution percentages will apply during the time period in which the specific plan is offered, and the percentages cannot be unilaterally changed by the City, absent emergency circumstances, ~~without first offering the Association the opportunity for impact bargaining.~~ These premiums will be deducted from paychecks for the month of coverage.

24.04 The City agrees to maintain a Premium Conversion Program to enable Employees covered by this Agreement to make their contributions for coverage with pre-tax earnings provided such programs remain permissible under federal tax regulations.

24.05 Employees who retire under the Vero Beach Municipal Police Officers' Retirement Plan and who are actively drawing an annuity from the Plan, and all Employees who would have been eligible for an immediate annuity had they been participants in the Retirement Plan at the time of retirement, shall be eligible to continue their health care insurance under the City's group plan. In order to provide premium assistance to retirees who continue their health care coverage under the City's current plan, the City will pay 4 percent for each service year to a maximum of the single option base plan towards the Employee only or Medicare supplement offered by the City. All premium assistance provided under this Section will terminate with the death of the retired Employee.

24.06 The City shall maintain a life insurance policy on the life of each Employee in an amount equal to the Employee's base annual rate of pay as of January 1st of each year rounded to the next higher thousand. The effective date for any change in the Employee's amount of life insurance shall be January 1st. The City will pay the entire cost of this life insurance.

24.07 An Employee may purchase an additional amount of life insurance equal to one or two times the amount provided for him by the City provided that the City's life insurance carrier agrees and the Employee complies with all of the carrier's terms and conditions for life insurance. The premium rate shall be the same as that paid by the City.

## **Article 25 PENSION**

25.01 Any Employee who (1) has completed at least 25 years of continuous service as an Employee with the Vero Beach Police Department or (2) has attained the age of 55 or older and who, at such time, has completed at least 10 years of continuous service as an Employee with the Vero Beach Police Department, and for such period has been a member of the retirement fund, is eligible for normal retirement benefits under the terms and conditions of the City of Vero Beach Municipal Police Officers' Retirement Trust Fund, a pension

25.02 The City agrees to abide by Chapter 185, Florida Statutes, as amended.

25.03 Beginning October 1, 2012, the contribution rate for current Employees shall be ~~4.55.5~~ 5.5%.

25.04 The contribution rate for all Employees hired on or after October 1, 2012, shall be ~~7.8~~ 8%.

25.05 Unless prohibited by Florida law, Employees may count all accrued annual leave days and all accrued medical leave days, as credited service. Employees may count this accrued medical and annual leave to achieve continuous service as defined in Article 25.01, and are eligible for normal retirement benefits as described in Article 25.01 and health insurance benefits as described in Article 24.05.

25.06 The City and the Union agree that all premium tax revenues received from the date of this Agreement into the future shall be used to fund current benefit levels and offset the City's contributions toward the retirement plan.

25.07 All Chapter 185 premium tax revenues, including future premium tax revenues, will be allocated in accordance with this Article, and any changes shall be pursuant to the written and signed mutual consent of the Parties.-

#### 25.08 Share Plan

Pursuant to Section 185.35, F.S., a defined contribution plan component ("share plan") is hereby established as a component of this Plan, but will not be activated unless and until a portion of Chapter 185 premium tax revenues have been assigned to fund the share plan. The funding provisions of this share plan, when and if it is activated, shall be negotiated by the city and the Members. Assignment of Chapter premium tax revenues may result either from mutual consent of the City and the Members, or by application of the provisions of Ch. 2015-39, Laws of Florida. Notwithstanding the establishment of the share plan, nothing herein shall be construed to require funding of, or guarantee any benefit under this section. Effective October 1, 2015 a share plan shall be established within this Plan as follows:

- a) For accounting purposes, an individual share account shall be established for each active Member (including DROP participants) of the pension plan. The plan shall account for each Member's share account balance as provided herein.
- b) Each active plan Member who has at least one full year of credited service on the last day of any fiscal year in which premium tax revenues are allocated towards the share plan (available funds) shall receive an equal share of the available funds, less administrative expenses, deposited into his/her share account.
- c) On January 1 each year, if there are available funds, share accounts shall be credited with interest at an annual rate equal to the market rate of return on pension fund investments for the preceding plan year.
- d) Available funds and share account balances shall be comingled with pension fund assets for investment purposes, and invested by the board of trustees with other pension fund assets.
- e) If there are available funds, the plan administrator shall provide an annual statement to the board of trustees and each share plan Member on or before April 1 each year,

showing each Member's Individual share account balance and the interest credited to the Member's account that year.

- f) The expense of administering the share plan for the preceding plan year shall be determined by the board of trustees and charged against the available funds received for that year, before allocations are made to Member share accounts.
- g) A Member's share account shall be distributed to the Member within 60 days following retirement/separation of service. A Member's share account distribution may be paid directly to the custodian of an eligible retirement plan as defined in s. 402(c)(8)(B) of the Internal Revenue Code. If a Member dies before retirement, the Member's share account balance on the date of death shall be distributed to the Member's designated beneficiary or beneficiaries. In the case of an eligible rollover distribution to the surviving spouse of a deceased participant, an eligible retirement plan is an individual retirement account or an individual retirement annuity as described in s. 402(c)(9) of the Internal Revenue Code..
- h) If a share plan Member separates from employment prior to attaining vested status or separates from employment after attaining vested status but elects to receive a refund of Member contributions in lieu of any benefit from the plan, the Member shall forfeit his/her share account balance, and the account balance shall be added to the available funds for that year, and reallocated to other share plan Member accounts as provided herein.

All current Chapter 185 premium tax revenues will be distributed pursuant to the status quo between the Parties.

## **Article 26 ANNUAL LEAVE**

26.01 Employees shall be entitled to accrue paid annual leave on the following basis:

<b>CONTINUOUS EMPLOYMENT</b>	<b>ANNUAL LEAVE EARNED</b>
1 - 5 years	80 hours
6 - 10 years	120 hours
11 years	128 hours
12 years	136 hours
13 years	144 hours
14 years	152 hours
15 years	160 hours
16 years	168 hours
17 years	176 hours
18 years	184 hours
19 years	192 hours
20 or more years	200 hours

26.02 Employees annual leave balances as of October 1, 2014, are hereby frozen and placed into a separate account. Employees shall continue to accrue annual leave at their designated rate, but shall be limited to a maximum accrual of 200 hours. In the event an Employee has reached the maximum annual accrual of 200 hours, or will reach the maximum accrual by the next pay period, and he gives at least 5 days' notice of the need to take annual leave but the request is denied, the City will pay the Employee for the value of the accrued annual leave the Employee will not accrue because he has reached the maximum accrual. ~~but shall~~

~~be limited to a carryover of seven (7) days of accrued and unused annual leave from one anniversary year to the next. Any such carryover shall require written approval of the City Manager or appropriate charter officer.~~

26.03 Employees may use annual leave from their frozen account, but any such hours used from the frozen account cannot be replaced or replenished.

~~26.04 Employee will receive on the Employee's anniversary date an advancement of five (5) days of annual leave from annual leave that the Employee will accrue during the year, plus the amount of hours, if applicable, carried over. If the Employee leaves the City's employment prior to the end of the anniversary year, the value of any unaccrued annual leave used by the Employee will be deducted from the Employee's final check. No more than twenty (20) days of annual leave may be taken at any one time.~~

26.045 The City recognizes that shift work Employees may have difficulty scheduling vacation. The City will try to give ample notices of vacation dates; however, if difficulties arise and the Employee provides written documentation of such difficulties, the City will try to resolve the matter, through all possible efforts, including usage of overtime, to the Employee's advantage. All vacations must meet with the approval of the department head or his designee.

26.056 Employees who wish to submit for pre-approved annual leave shall do so in writing to the appropriate Bureau Commander between December 1 and December 31 of each calendar year for that respective year. During this period, if two or more Employees in a Bureau submit leave requests for the same day, the requests will be approved based on which request was submitted first. After this period, requests for annual leave will also be approved based on which request was submitted first. However, in the event the Employees' supervisor receives two or more requests for leave at the same time, the leave request from the Employee with the highest seniority will be considered first.

26.067 Employees who have used at least 40 hours since January 1 of each year will be allowed to sell back 20 hours of vacation time on December 1 of each year provided that there are 92 hours remaining in the accrued leave after the sell-back.

26.078 In the event an Employee's pre-scheduled annual leave is canceled by directive of the City within the last three months of the Employee's anniversary year, the Employee may carry over up the amount of the canceled leave in addition to the amount listed in 26.02.

## **Article 27**

### **LEAVE OF ABSENCE WITHOUT PAY**

27.1 The decision to grant a leave of absence without pay is a matter of administrative discretion. It shall be incumbent upon the Chief of Police to weigh and determine each case on its own merits. Any leave of absence without pay for a period of thirty (30) days or more must have the approval of the City Manager. Any appointment made to a position vacated by an Employee on leave without pay shall be conditional upon the return of the Employee on leave.

1. Any Employee granted a leave of absence shall contact the Chief of Police at least two (2) weeks prior to the expiration of the approved leave in order to facilitate the reinstatement process.
  2. Failure to return to work at the expiration of the approved leave shall be considered as a resignation.
  3. No Medial Leave or Annual Leave will be earned by an Employee for the time that the Employee is on leave without pay.
- 27.2 A leave without pay shall not constitute a break in service, but time off will not be credited toward retirement.
- 27.3 Fringe benefits can be continued at the expense of the Employee on any leave of absence over thirty (30) days.

### **Article 28 JURY LEAVE**

28.01 An Employee called for jury duty in any court of the State of Florida, or of United States District Court, shall be granted leave with pay to serve as a juror. The Employee shall remit the jury fee to the City.

### **Article 29 SUBSTITUTE EMPLOYMENT**

29.01 The City agrees not to use, assign or detail employees covered by this Agreement to perform non-law enforcement duties in a situation where there exists an employer-Employee labor dispute, except where lives or property are in imminent danger.

### **Article 30 TRAINING II - EDUCATIONAL INCENTIVE PAY**

30.01 The Association agrees that the City shall not be obligated to duplicate any educational incentive which it is required by the Florida Police Standards and Training Commission to subsidize. Since the police academy curriculum now contains all of the subject matter previously considered for Basic Incentive Pay and since the salary schedule contained in Article 32 provides additional compensation for employees, the City shall not be required to provide such Basic Incentive Pay to any Employee hired on or after October 1, 1993.

The City agrees to continue paying College Education Incentives up to the maximum allowed should an increase in an Employee's Career Development Incentive result in a

reduction of his College Educational Incentive Payment.

If an Employee accrued a maximum of the Career Development Incentives as mandated by the Florida Police Standards and Training Commission, the City agrees to include any Career Development Course hours in excess of such maximum toward the City Educational Incentive's "80 hour blocks" to the extent of the City incentive maximums and rates of payment as prescribed elsewhere in this Article.

If the State of Florida reduces or discontinues all or part of any incentive currently mandated by the Florida Police Standards and Training Commission, the City will continue paying such incentives to any Employee who was receiving such incentive at the time it was reduced or discontinued.

If the State of Florida increases either the maximum accruals or the aggregate total of either the College Education Incentive or the Career Development Incentive, or for any reason creates any new category of incentives, any previous excess being paid through the City Education Incentive will be deleted from this program and shall be transferred to the State Incentive Program. If in the event the amount of hours transferred is not sufficient to merit payment under the State Incentive Program, the City agrees to continue payment under the City Education Incentive Program until the individual is able to accrue sufficient hours to receive payment under the State Incentive Program up to a maximum of three months.

- 30.02 Any Employee who is or becomes a certified Polygraph Operator shall be given a pay increase of Twenty-five dollars (\$25.00) bi-weekly. There will be a maximum of three (3) certified Polygraph Operators within the Police Department.
- 30.03 Any Employee who has or obtains a State certification as an Emergency Medical Technician shall be given a pay increase of forty-two dollars (\$42.00) bi-weekly.
- 30.04 Any Employee who is certified as a Breath Testing Technician by the State of Florida utilizing any testing instrument currently in use by the Vero Beach Police Department shall receive an incentive payment of \$25.00 per bi-weekly pay period.
- 30.05 Any Employee who is or becomes a certified Ident-a-Kit Operator shall be given a pay increase of Twelve dollars (\$12.00) bi-weekly. There will be a maximum of six (6) Ident-a-Kit Operators within the Police Department.
- 30.06 Any Employee who has successfully completed or who successfully completes eighty (80) hours of courses and two (2) years experience in the field of fingerprints shall be given a pay increase of fifteen dollars (\$15.00) bi-weekly. There will be a maximum of three (3) Fingerprint Specialists within the Police Department.
- 30.07 Any Employee who is recognized by the Court as an expert witness in any of the above fields or any other specialized field, to the limit of two (2) fields per Employee, shall receive an additional pay increase of ten dollars (\$10.00) per field bi-weekly.
- 30.08 Any Employee who has successfully completed or successfully completes courses totaling eighty (80) hours or more approved by the educational committee, will receive a pay increase of eight dollars (\$8.00) bi-weekly. The approved courses shall be at the option of an educational committee consisting of the Chief of Police, Director of Human Resources, and two (2) members of the ~~Coastal Florida Police Benevolent Association~~IUPA. In case of

a disagreement, a neutral qualified person from I.R.C.C. will be asked to judge. There will be a maximum of four (4) eighty-hour blocks per Employee.

- 30.09 Any Employee who, on October 1, 1993 was receiving an incentive payment of twelve dollars (\$12.00) bi-weekly for certification as a First Responder, (except those who are receiving incentive pay for EMT certification) shall continue to receive such incentive payment as long as he remains continuously qualified and certified. No Employee, regardless of rank, who is hired after October 1, 1993 will receive this incentive.
- 30.10 Any Employee covered by this Agreement who, on October 1, 1993 was receiving an incentive payment of twelve dollars (\$12.00) bi-weekly as a certified First Responder Instructor shall continue to receive such incentive payment as long as he remains continuously qualified and certified. No Employee, regardless of rank, who is hired after October 1, 1993 will receive this incentive. Certified Instructors who are receiving this incentive may be required to provide up to forty (40) hours of training each fiscal year at the City's request and without any additional labor cost for as long as such incentive is received. Such training will be scheduled between the City and the PBAIUPA.
- 30.11 Employees will qualify for the above stated incentive monies if training was received at no expense to the City. Costs of all other such training will be borne by the City in accordance with Section 16.02, paragraph C in the Personnel Rules and Regulations and will not be a part of this educational program.
- 30.12 The City recognizes the existence of certain funds available for certain training and agrees to use the City's best efforts to make it possible for the members of the bargaining unit to obtain the above skills or other Police science courses accepted by the Chief of Police, not to exceed the maximums listed above.
- 30.13 The City will pay an additional sum of \$35.00 per day to each Employee who is certified as a Field Training Officer for each day a new Employee is assigned to him for field training.
- 30.14 Any Police Officer obtaining and maintaining the status of Police Officer First Class (PFC) shall receive an increase in base salary of two (2%) ~~percent which will be added to the salary in effect at the time such status was acquired.~~ The requirements for PFC shall be as outlined in VPD policy and procedures at the time of execution of this agreement.
- 30.15 Any Police Officer obtaining and maintaining the position of Master Police Officer (MPO) shall receive an increase of two (2%) percent over their corresponding salary contained in Attachment A ~~which will be added to the salary in effect at the time such status was acquired,~~ provided that the Officer has served as a PFC for more than one (1) year. The requirements for MPO shall be as outlined in VPD policy and procedures at the time of execution of this agreement.

30.16 Detective Incentive Pay:

Effective October 1, 2015 upon ratification of this Agreement. Detectives who have served five (5) consecutive years in the Detective Division or who did not leave the Division on their own accord or fault of their own shall retain their 5% incentive pay. The Detective Incentive will drop off from the Employee's base salary upon promotion to Corporal or higher rank. Any increase shall only be granted once (e.g. Detectives can only receive one 5% increase during their careers).

Effective upon ratification of this Agreement, This provision shall also be applied to all current Employees who have served in the Detective Division during their career without any breaks in service. Employees who served at least three consecutive years in the Detective Division prior to ratification of this Agreement, and who did not leave the Detective Division on their own accord or fault of their own, shall receive a 5% increase to their base salary.

This article- Article 30.16 shall not be applied retroactively for purposes of salary and wages.

—  
Detectives shall retain 1% of their incentive increase for every year assigned to the Detective Division, up to a maximum of 5%. Detective incentive will drop off from the employee's base salary upon promotion to Corporal or above.

### 30.17 Educational Incentive:

Effective upon ratification of this Agreement, Current Employees with a Master's Degrees shall receive an additional \$25.00 bi-weekly added to their base salary. This incentive shall be in addition to other educational incentives, if any, for Associates and Bachelor's degrees. Article 30.17 shall not be applied retroactively for purposes of salary and wages.

### 30.18 Traffic Homicide Investigations (THI):

Effective upon ratification of this Agreement, currently Aactive members of Traffic Homicide Investigations (THI) shall receive \$10.00 biweekly incentive pay. Employees must take refresher training, consisting of THI refresher courses or related THI courses every five (5) years in order to continue to receive THI incentive pay. Employees may serve as a Traffic Homicide Investigator at the pleasure of the Chief of Police. An Employee who is no longer serving as an active Traffic Homicide Investigator shall lose this incentive. Article 30.18 shall not be applied retroactively for purposes of salary and wages.

## **Article 31 BUDGET INPUT/REVIEW**

31.01 The Police Chief shall keep the Association advised of tentative or fixed budget review workshop dates by posting same on the Association bulletin boards upon his receipt of same from the Finance Director and/or the City Clerk. It is agreed that in future Police Department budget preparations, the Association Representative and/or one member he designates may ~~at their option~~ provide written and/or oral Police Department budget input to the Chief of Police prior to the City Manager's preliminary Police Department budget review session with the Chief of Police. The Association Representative and/or the designee may ~~at their option~~ participate in the City Manager's budget review session regarding the Police Department budget only. The Association Representative and/or the designee may at their option provide written input regarding the Police Department budget to the City Council not later than five (5) days prior to the start of the City Council budget review workshops. The Association Representative and/or the designee may at their option attend the Police Department budget review session of the City Council, but neither shall participate. However, the City Manager shall advise the City Councilmen of all Police Department budget recommendations made to him by the Association whether or not the City Manager recommends same for approval of the City Council. After the City Manager's

presentation to the City Council at the City Council Police Department budget review, the Association Representative or the designee may at their option have the City Manager read into the record at such City Council workshop, portions of their prior written input regarding Association Police Department budget recommendations disapproved or not otherwise supported by the City Manager.

## **Article 32 SALARIES**

- 32.01 ~~Salary Steps plans for each respective rank of the bargaining unit are outlined set forth within Attachment A to this agreement. Effective September 26, 2009, at 12:01 a.m., the step plan shall was suspended and the salaries of Employees covered by this Agreement shall remain at the hourly rate in effect as of the beginning of pay period ending September 26, 2009, and Employees covered by this Agreement will remain at their current step on the salary plan through the life of this Agreement unless otherwise agreed to and ratified by both parties. A copy of the 2008 2009 Step Plan is included for reference purposes only as Attachment A. The City and the Association agree that this Article will be annually reopened for negotiations.~~

~~Effective January 1, 2016, bargaining unit eEmployees will be slotted placed into the closest step to their current base salary that gives them a pay increase. For eEmployees with four (4) consecutive years or more of unbroken service, their initial slotting must give them a minimum of a \$2,000 increase, otherwise they Employee will move up to the next step on the Step Planan additional step.~~

~~Employees will not automatically receive a salary increase in Years 2 or 3 of this Agreement. Additionally, Employees will not automatically be moved up the Step Plan in years 2 or 3 of this Agreement. For Years 2 and 3 of this Agreement (FY 16-17 and FY 17-18) the Parties agree to reopen this Article in order to negotiate wages salaries, including but not limited to: step advancement, cost of living increases, and longevity. Reopeners shall begin no later than May 15, 2016 and May 15, 2017, respectively.~~

- 32.02 ~~Police Officers assigned to Detective Division shall receive an increase of five (5) percent upon transfer into the Detective Division. The increase will remain in effect for as long as the officer remains in the Detective Division. Detectives may retain up to 5% of their incentive pursuant to Article 30.15. Police Officers assigned to Detective Division may, at the discretion of the Chief of Police, receive an increase of five (5) percent upon transfer into the Detective Division. The increase will remain in effect for as long as the officer remains in the Detective Division.~~

## **Article 33 EQUAL EMPLOYMENT POLICY**

- 33.1 It is the continuing policy of the City of Vero Beach, Vero Beach, Florida, to promote the concepts of equal opportunity for all of its employees and applicants for employment.
- 33.2 The City will continue to recruit, hire, train, and promote on merit principles, persons in all job classifications without regard to race, age, color, religion, national origin,

disability unrelated to qualifications or sex, except where sex is a bona fide occupational qualification.

- 33.3 Decisions on employment will be based on the principles of equal employment opportunity.
- 33.4 Promotional decisions will be in accordance with the principles of the merit system, which affords equal opportunity by imposing only valid requirements for promotion.
- 33.5 All personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, sponsored training, education, social and recreational programs, will be administered without regard to race, age, color, religion, disability unrelated to qualifications, sex or national origin.

#### **Article 34 SUBSTANCE ABUSE POLICY**

- 34.1 It is recognized by the parties that the City has a critical responsibility to the citizens of Vero Beach to provide a highly effective law enforcement program. It is understood that this can be accomplished only if the employees are unimpaired physically and mentally from the effects of drugs, narcotics or any other controlled substance.
- 34.2 It is agreed that all employees covered by this Agreement are prohibited from using, being under the influence of, having present in their systems, possessing or distributing (except as may be required in the pursuit of official police assignments or lawfully possessing or using prescription medication as directed by a licensed physician) any such mind altering substance at any time because of their illegality and the risk to fellow employees and the general public.
- 34.3 The Substance Abuse Policy will be administered according to the provisions of General Order 119.

#### **Article 35 PREVAILING RIGHTS**

35.01 Except as provided in Article 3, or as permitted in this Agreement, the City will not alter or change any terms and conditions of employment that constitute mandatory subjects of bargaining without first advising the Association, and if requested by the Association within twenty-one (21) days, bargaining the impact of any such change.

35.02 Nothing contained in Article 35 shall operate to limit, impair, or impede the City's management's rights or other rights set forth in this Agreement or permitted by Florida law.

**Article 36**  
**COUNSELING**

- 36.1 Whenever any Employee is directly involved in a shooting incident (i.e., the Employee is doing the shooting or being shot at), or involved in an accident that resulted in a death, the Employee will be placed on "administrative leave" with pay by the Chief of Police. The length of the administrative leave shall be determined in the sole discretion of the Chief.
- 36.2 If deemed necessary by the Chief of Police, the City will make available to the Employee the services of a psychologist or qualified counselor approved by the City for the purpose of helping the Employee deal with the "aftermath" of the incident. This service will be paid for by the City.

**Article 37**  
**DURATION, RENEWAL, AND ENTIRE AGREEMENT**

- 37.01 This Agreement shall be in full force and effective from October 1, 2015 through September 30, 2018. Either party desiring to amend this contract shall notify the other party in writing at least by April 10, 2018, but not earlier than ~~February~~ January 1, 2018, with negotiations to begin no later than May 15, 2018.
- 37.02 In the event one party gives notice to amend as provided in Article 37.01, and negotiations have not been concluded as of the expiration date, the parties shall agree to extend the Agreement until negotiations are concluded.
- 37.03 The Parties acknowledge that during the negotiations which resulted in this Agreement, each Party had the unlimited right to make demands and proposals with respect to any lawful subject of collective bargaining.

## **Attachment A: Step Plans**

### Police Officer Steps

1	\$ 36,982.40
2	\$ 38,000.00
3	\$ 39,520.00
4	\$ 41,100.80
5	\$ 42,744.83
6	\$ 44,454.63
7	\$ 46,232.81
8	\$ 48,082.12
9	\$ 50,005.41
10	\$ 52,005.62
11	\$ 54,085.85
12	\$ 56,249.28
13	\$ 58,499.25
14	\$ 60,839.22

15	\$ 63,272.79
16	\$ 65,803.71

Corporal Steps

1	\$39,520.00
2	\$41,100.80
3	\$42,744.83
4	\$44,454.63
5	\$46,232.81
6	\$48,082.12
7	\$50,005.41
8	\$52,005.62
9	\$54,085.85
10	\$56,249.28
11	\$58,499.25
12	\$60,839.22
13	\$63,272.79
14	\$65,803.71
15	\$68,435.85

Sergeant Steps

1	\$ 44,454.63
2	\$ 46,232.81
3	\$ 48,082.12
4	\$ 50,005.41
5	\$ 52,005.62
6	\$ 54,085.85
7	\$ 56,249.28
8	\$ 58,499.25
9	\$ 60,839.22
10	\$ 63,272.79
11	\$ 65,803.71
12	\$ 68,435.85
13	\$ 71,173.29
14	\$ 74,020.22
15	\$ 76,981.03



SIGNATURE PAGE

Agreed to this \_\_\_\_ day of January 2016

For: CITY OF VERO BEACH

For: I.U.P.A., Local 6019

By: \_\_\_\_\_  
Jay Kramer, Mayor

By:   
Brad Kmetz, President

Attest: \_\_\_\_\_  
Tammy K. Vock, City Clerk

Approved by: \_\_\_\_\_  
James R. O'Connor, City Manager

Collective Bargaining Agreement between the City of Vero Beach and the International  
Union of Police Associations, Local 6019, for the period  
October 1, 2015 through September 30, 2018

Approved as to form: \_\_\_\_\_  
Jason L. Odom, Esq., Attorney for the City

Approved as to form:   
Ryan Burton, Esq., I.U.P.A.

