8-A)

City Council Agenda Item
Meeting of March 15, 2016

TO: The Honorable Mayor and Members of the City Council

FROM: James R. O'Connor, City Manager

DATE: March 8, 2016

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

REQUESTED BY: City Manager/Human Resources Director

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

X Request Council review and approval based on the attached documentation.

____ No action required. (Information only)

MEMO

TO: **JIM O'CONNOR**

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

DATE: **March 8, 2016**

SUBJECT: **TENTATIVE AGREEMENT BETWEEN CITY OF VERO BEACH AND THE POLICE BENEVOLENT 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 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.

The primary changes to this CBA are as follows: (1) a $200 increase to the uniform allowance to account for changes in IRS tax reporting calls—Article 15; (2) restores Good Friday and Veteran's Day as recognized holidays and eliminates birthday as a holiday—Article 22; (3) Education incentive of $25.00 bi-weekly for officers with a master's degree—Article 30.13; (4) Base salary pay increase in varying amounts based on length of service as a lieutenant—Article 32.

As for the education incentive, there is currently one officer in the unit with a master's degree. The City felt that this incentive constitutes a very small financial stake, but that the police department obtains a great value by having officers with a higher level of education. As for the pay increase, it was given in varying amounts based on length of service to provide some separation between the officers. There is no guaranteed wage increase of any kind in years two and three of this CBA, but rather a wage reopener provision.

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, 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 morale. 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.

AGREEMENT

BETWEEN

CITY OF VERO BEACH

AND

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION LIEUTENANT'S AGREEMENT

OCTOBER 1, 201~~2~~5 – SEPTEMBER 30, 201~~5~~8

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DEFINITIONS

AGREEMENT- The Collective Bargaining Agreement between the Coastal Florida Police Benevolent Association and the City of Vero Beach, Florida.

ASSOCIATION - Coastal Florida Police Benevolent Association.

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.

BARGAINING UNIT MEMBER- Any sworn Lieutenant within the bargaining unit with PERC Certification number 1785.

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 Lieutenant.

EXECUTIVE BOARD - The local 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.

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 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

2.01 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: Lieutenant. 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).

2.02 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. 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 an Operations Manual. Subject to the terms of this Agreement, Employees are governed by the Personnel Rules and 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 Operations Manual in an arbitrary, capricious, or discriminatory manner under Article 11.05. The City will notify the Union of any proposed changes to the Personnel Rules and/or Operations Manual which affect the Employees' wages, hours, or terms and conditions of employment thirty (30) days prior to implementation. Within seven (7) 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

4.01 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.

4.02 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 ACTIVITY/LABOR MANAGEMENT MEETINGS

6.01 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). The purpose of these meetings is to continually improve and maintain employer/employee relations and to discuss topics of concern which pertain to the implementation and administration of this Agreement. Meetings shall take place during normal business hours and minutes shall be kept by a person designated by the parties. The meetings shall not be for the purpose of collective bargaining.

6.02 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. Cancellation of a meeting shall be by mutual consent of both parties.

6.03 The Association Representative 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 arises. This transfer shall occur only with the concurrence of the Chief of Police.

6.04 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 two 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.

6.05 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.

Article 7
PAYROLL DEDUCTION OF DUES

7.01 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. The Association agrees to limit any increase or decrease in a member's dues to twice annually to become effective with the first pay check received after 30 days notice to the City. A thirty (30) day notice shall be given for any changes in dues of Association members.

7.02 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.

7.03 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 advise the Association as to a general reason for the Employee's status change (i.e., Termination, Retirement, Promotion, Resignation, etc.).

7.04 If any Employee wishes to revoke his authorization for dues deduction through the City, that Employee must advise the City in writing on an Association approved form of his desire to do so. The City shall forward such notification to the Association as soon as practicable.

7.05 The City shall not be required to collect Association dues in arrears.

Article 8
BULLETIN BOARDS

8.01 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. The Association Bulletin Board will be located in the mailroom.

8.02 The Association may distribute notices of meetings and other Union 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.

Article 9
DISCIPLINE, RULES AND REGULATIONS

9.01 Employees shall be subject to the Personnel Rules and the Vero Beach Police Department Operations Manual.

9.02 Failure of Employees to comply with the Personnel Rules, the Operations Manual, or lawful directives, whether written or verbal, may result in discipline, up to and including, termination, depending on the seriousness of the offense.

9.03 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.

9.04 Any changes to the Operations Manual or the Personnel Rules, except in the case of an emergency, shall be distributed through Power DMS and sent to the Association.

9.05 Complaints against an Employee from outside the Police Department will be processed according to the General Orders Operations Manual.

Article 10
MANAGEMENT RIGHTS

10.01 The parties 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 The parties recognize that it is the City's right to determine unilaterally the purpose of each of its constituent agencies, set standards of services to be offered to the public, and exercise control and discretion over its organization and operations. It is also the City's right to direct its employees, take disciplinary action for just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons. 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., and as interpreted by PERC and Florida case law, as amended.

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.

Article 11
EMPLOYEE RIGHTS

11.01 The parties recognize the existence of the Association as the exclusive collective bargaining agent for the Employees of this bargaining unit.

11.02 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.

11.03 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.

11.04 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.

11.05 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 feminine as well.

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, 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

13.01 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.

13.02 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.

13.03 If the grievant has elected Association representation, both the grievant and the Association Representative 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, and any decision agreed to by the City and the Association shall be binding on the grievant and the Association.

13.04 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.

13.05 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.

13.06 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 Chief of Police within ten (10) 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 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 Chief will date and sign the grievance and immediately forward copies to the Chief of Police and the Director of Human Resources. The Chief will give the grievant a written answer within ten (10) days and will forward copies of his answer to the Director of Human Resources.

Step 2 - If the answer given by the Chief of Police does not resolve the matter, the grievant or his representative may appeal the grievance to the City Manager in Step 2 within ten (10) days of receipt of the Step 1 answer. The appeal to Step 2 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 will answer the grievance in writing within ten (10) days of the Step 2 meeting. If the answer given by the City Manager does not resolve the problem raised in the grievance procedure the Association may appeal the case to arbitration.

13.07 Within thirty (30) days of the date of the City's response at Step 2, the Association, or the Employee, if not represented by the Association, may request arbitration pursuant to Article 14.

13.08 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 considered 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.

13.09 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.

13.10 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.

13.11 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.

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

Article 14
ARBITRATION

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

14.01 Grievances that were timely filed and comply with Article 13 are eligible for arbitration.

14.02 An Employee may advance a grievance to arbitration; however, the 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 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 strictly 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 expressly and specifically pled 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 The arbitrator shall display due regard for the rights, responsibilities, and prerogatives of the City, and shall not interpret this Agreement to include any other limitations of these rights, responsibilities, or prerogatives. 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 may go beyond the termination date of this Agreement, even if such rights, claims, or grievances arose during its term.

14.09 The arbitrator may consider only sworn testimony from witnesses. Documentary evidence may be used, and its admissibility determined, pursuant to the Florida Rules of Civil Procedure and the Florida Evidence Code. 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. 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'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.

14.14 The cost of the arbitrator shall be apportioned by the arbitrator based on the prevailing party principle. 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

15.01 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.

15.02 During each fiscal year 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. Uniformed Lieutenants may substitute plain clothes for uniforms when the wearing of plain clothes has been made part of a duty assignment. 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.

15.03 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 ($~~6~~850). 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 hundred fifty dollars ($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.

15.04 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 prescription eye or sun 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); loss or damage to a watch will be reimbursed to a maximum of one-hundred and fifty dollars ($150.00); and loss or damage to other jewelry will not be reimbursed. A claim of loss or damage must be supported with reasonable proof of loss and shall be subject to the approval of the Chief or his designee.

Article 16
SAFETY AND HEALTH

16.01 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.

16.02 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.

16.03 The Association will designate one 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.

16.04 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.

16.05 Employees may use one hour of their shift to exercise at the Police Department building provided that it does not conflict with any other functions related to the operation of the Police Department.

Article 17
TRAINING

17.01 Wherever feasible, newly promoted Employees will be afforded training designed to assist in preparing them for their new roles.

Article 18
WORKWEEK AND PAY PERIOD

18.01 The City has established workweeks and pay periods. A work week 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 work weeks.

18.02 The Association and the City acknowledge and agree that the Employees are exempt under the Fair Labor Standards Act and therefore are not entitled to overtime pay.

18.03 The City acknowledges that unusual circumstances might require an Employee to request a change in his scheduled shift. An Employee may request a shift change; however, the Chief of Police or his designee has the sole and exclusive authority to grant or deny the requested change. Nothing in Article 18 shall be construed as a limitation on the City's management right to assign and reassign Employees to shifts. The City will endeavor to provide three (3) days notice to Employees affected by a shift change, but the needs of the Department, as determined by the Chief of Police, shall prevail.

18.04 An Employee who is assigned on a non-temporary basis to work a shift in which the majority of the shift hours worked occur after 8:00 p.m. shall receive a shift incentive of one-hundred and fifty dollars ($150.00) per pay period. The Chief of Police retains the sole and exclusive discretion to set and determine, and re-determine, the works shifts and the assignment of Employees who will work the shifts.

18.05 Compensatory or "Comp Time" may be authorized in the Chief of Police's discretion for court, state attorney hearings, defense attorney hearings, driver's license hearings, city council meetings, school board meetings, callouts, holidays (actually worked) or any other function authorized by the Chief of Police that are outside the Employee's normal work schedule.

Article 19
ACTING SUPERVISOR

19.01 Whenever an Employee is directed by the Chief of Police 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. To qualify for this increase the Employee must work in a higher rank for a minimum of two consecutive workdays. A Lieutenant assigned to work as a Captain shall receive assignment pay at five percent (5%) above his base rate of pay for all hours worked in that assignment. Only one acting position will be permitted per shift. If more than one Lieutenant is eligible for the acting position, the senior Lieutenant shall be given the first opportunity to work the assignment. 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, reassign, or to transfer Employees to a job, shift or division is vested solely in the Chief of Police. 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 when requested 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 **PROMOTION:** Promotion to Lieutenant shall be at the sole and exclusive discretion of the Chief of Police, provided that the Chief will promote to Lieutenant from the list of sergeants at the Vero Beach Police Department.

20.03 **REDUCTION:** The City retains its management right 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 highest longevity step on the pay scale for the 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 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 disciplinary demotion), at any time following the reduction. After the passage of thirty-six (36) months, any Employee who was reduced in rank shall be eligible for promotion as set forth in Article 20.02.

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(B).

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.

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.

D. 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.~~

22.0~~3~~2 ~~Effective October 1, 2012,~~ Employees will be granted time off with pay for all City recognized holidays.

22.0~~4~~3 When a holiday falls within an Employee's annual or bereavement leave, that particular day will be considered a holiday and will not be counted in computing the Employee's annual or bereavement leave time.

22.0~~5~~4 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.

22.0~~6~~5 If an Employee is required to work a City recognized holiday then that Employee shall accrue the holiday to be taken at a later date.

~~22.07 Employees will accrue one day off for his/her birthday to be scheduled within the birthday year through the Chief of Police or his designee.~~

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 not be charged unless absent from work for one full day.

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, 2013 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. 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 conflicts 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 days to personal days. Effective October 1, 2013, 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. The identity of the carrier or carriers who shall underwrite this group insurance coverage shall be determined and may be changed at any time by the City. The City may elect to change the structure and/or schedule of benefits as necessary.

24.02 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.

24.03 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.

24.04 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.

24.05 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.

24.06 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 program established under Chapter 185, Florida Statutes and the City of Vero Beach Code Division 58-96 through 58-110.

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

25.03 Effective October 1, 2012, the contribution rate for Employees shall be 5.5%.

25.04 The contribution rate for all Employees hired on or after October 1, 2012, shall be 8%. Employees hired by the City on or after October 1, 2012, and who are subsequently promoted to the rank of Lieutenant, shall fall under the 8% contribution requirement, unless otherwise agreed to and ratified by the Parties in a subsequent collective bargaining agreement or memorandum of understanding.

25.05 Employees may count all accrued and unused annual leave days before or after July 15, 2012, as credited service and all accrued unused medical leave days accrued before July 15, 2012, as credited service. Employees may count this accrued and unused 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 For purposes of reporting the Employee's compensation, the City agrees to report the Employee's full salary, without regard to furlough days or reductions in salary, retroactive to October 1, 2010.

Article 26
ANNUAL LEAVE

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

CONTINUOUS EMPLOYMENT	ANNUAL LEAVE EARNED
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, 2013 are hereby frozen and placed into a separate account. On October 1, 2013, Employees shall receive a prorated portion of their annual leave time based on their years of service until the Employee's next calendar year anniversary. Upon the Employee's next calendar year anniversary date, the Employee shall receive his annual leave time based on Article 26.01.

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 all annual leaver that the Employee is entitled to receive for the year, based on years of service. 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.

26.05 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 to the Employee's advantage. All vacations must meet with the approval of the department head or his designee.

26.06 Employees who wish to submit for pre-approved annual leave shall do so in writing to the appropriate ~~Bureau Commander~~ Captain between January 1 and February 28 of each calendar year for that respective year. During this period, if two or more Employees in a ~~Bureau~~ Division 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.

26.07 Employees who have used at least 40 hours since January 1 of each year will be allowed to sell back 36 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.

26.08 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

27.01 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.

A. 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.

B. Failure to return to work at the expiration of the approved leave shall be considered as a resignation.

C. No Medical Leave or Annual Leave will be earned by an Employee for the time that the Employee is on leave without pay.

27.02 A leave without pay shall not constitute a break in service, but time off will not be credited toward retirement.

27.03 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 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.

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

30.07 Any Employee who has successfully completed the Southern Police Institute-Advanced Officer's Training Class will receive $12.50 per bi-weekly pay period.

30.08 Any Employee who has successfully completed the Federal Bureau of Investigations

National Academy will receive $12.50 per bi-weekly pay period.

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 who, on October 1, 1993 was receiving an incentive payment of twelve dollars ($12.00) bi-weekly as a certified First Responder shall continue to receive such incentive payment as long as he remains continuously qualified and certified. No Employee 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 Association.

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 Effective upon ratification of this Agreement, and payment to begin the first full pay period after ratification, 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 30.13 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 ~~Employees' salary shall remain at the salary rate in effect as of September 30, 2011, but with the 4.62% reduction that became effective as of October 9, 2011, unless otherwise agreed to and ratified by both parties, in a subsequent collective bargaining agreement or memorandum of understanding.~~ Upon ratification of this Agreement, Employees shall receive the following salary increase, retroactive without interest to October 1, 2015, for Fiscal Year 2015-2016: Lt. Cook, Lt. Karchefski, and Lt. Harrelson will each receive a four percent (4%) increase and Lt. Pedersen and Lt. Monaco will each receive a three percent (3%) increase.

32.02 The Parties agree to reopen this Article 32 in Year 2 and again in Year 3 in order to negotiate salaries. For Year 2 of this Agreement (Fiscal Year 2016-2017) reopener shall begin no later than May 15, 2016. For Year 3 of this Agreement (Fiscal Year 2017-2018) reopener shall begin no later than May 15, 2017.

~~32.02 The City agrees to reverse the 4.62% reduction for Employees in the event the City reverses the 4.62% reduction for non-union City employees.~~

~~32.03 The City agrees to place Lt. Matt Monaco at step two of the lieutenant's pay scale, with the 4.62% reduction referenced above in Article 32.01.~~

~~32.04 The City and the Association agree that this Article will be annually reopened for negotiations. The Parties anticipate, but it is not a requirement, that this Article be noticed for reopener before the City approves the budget for the upcoming year.~~

Article 33
EQUAL EMPLOYMENT POLICY

33.01 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.

33.02 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.

33.03 Decisions on employment will be based on the principles of equal employment opportunity.

33.04 Promotional decisions will be in accordance with the principles of the merit system, which affords equal opportunity by imposing only valid requirements for promotion.

33.05 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

34.01 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.

34.02 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.

34.03 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

36.01 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" by the Chief of Police. The length of the leave shall be at the discretion of the Chief.

36.02 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.

36.03 The City agrees to abide by the provisions of Section 111.065, Florida Statutes, if applicable, and as amended.

Article 37
DURATION, RENEWAL, AND ENTIRE AGREEMENT

37.01 This Agreement shall be in full force and effective from October 1, 2012~~2~~5 through September 30, 2015~~5~~8. Either party desiring to amend this Agreement shall notify the other party in writing at least by April 10, 2015~~5~~8, but not earlier than ~~February~~ January 1, 2015~~5~~8, with negotiations to begin no later than May 15, 2015~~5~~8.

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 permissible subject of collective bargaining.

For: City of Vero Beach

By: _____
Jay Kramer, Mayor

For: Police Benevolent Association

By:_____
Greg Forhan, Bargaining Representative

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 Coastal Florida Police Benevolent Association
for the period October 1, 2015 through September 30, 2018

Approved as to form:_____
Jason L. Odom, City Bargaining Representative