

# CITY OF SATELLITE BEACH

CITY COUNCIL  
OCTOBER 21, 2015

REGULAR MEETING  
7:00 P.M.





# **AGENDA**

## **CITY COUNCIL REGULAR MEETING**

**SATELLITE BEACH COUNCIL CHAMBERS  
565 CASSIA BOULEVARD, SATELLITE BEACH, FL 32937**

**OCTOBER 21, 2015  
7:00 P.M.**

- 1. CALL TO ORDER BY MAYOR CATINO**
- 2. MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE LED BY VICE-MAYOR MONTANARO**
- 3. PRESENTATION ON PROCLAMATION FOR OCTOBER AS DYSAUTONOMIA AWARENESS MONTH**
- 4. CITIZEN COMMENTS**
- 5. CITY COUNCIL COMMENTS**
- 6. CITY MANAGER REPORT**
- 7. DISCUSS/TAKE ACTION ON FRATERNAL ORDER OF POLICE CONTRACT**
- 8. DISCUSS/TAKE ACTION ON IAFF CONTRACT**
- 9. DISCUSS/TAKE ACTION ON INTERLOCAL AGREEMENT BETWEEN BREVARD COUNTY AND THE CITY ESTABLISHING A CENTRALIZED ADDRESSING AUTHORITY**
- 10. DISCUSS/TAKE ACTION ON RESULTS OF A REQUEST FOR QUALIFICATIONS FOR MANAGEMENT AND OPERATION OF THE CITY SKATE PARK [RFQ NO. 14/15-12]**

- 11. DISCUSS/TAKE ACTION ON PIGGYBACKING CLAY COUNTY BID FOR PATRICK AIR FORCE BASE SOCCER FIELD LIGHTING**
- 12. DISCUSS/TAKE ACTION ON ALS TRUST/AGREEMENT**
- 13. AGENDA ITEMS FOR NEXT REGULAR COUNCIL MEETING**
- 14. ADOPTION OF MINUTES: SEPTEMBER 16, 2015, REGULAR MEETING**

- WHEREAS,** Dysautonomia is a group of medical conditions that result in a malfunction of the autonomic nervous system, which is responsible for essential bodily functions such as respiration, heart rate, blood pressure, digestion, temperature control and more; and
- WHEREAS,** forms of Dysautonomia include rare or orphan diseases, such as Multiple System Atrophy and Pure Autonomic Failure, and common diseases, such as Diabetic Autonomic Neuropathy, and there is a lack of awareness about these conditions among the medical community and the general public; and
- WHEREAS,** Dysautonomia can impact people of all ages, races and backgrounds; and
- WHEREAS,** some forms of Dysautonomia can be very disabling and this disability can result in physical pain, social isolation, stress on the families of those impacted, and financial hardship; and
- WHEREAS,** increased awareness about Dysautonomia can help patients get diagnosed earlier, and can help foster support for individuals and families coping with Dysautonomia; and
- WHEREAS,** we seek to recognize the contributions of the professional medical community, patients and family members who are working to educate our citizenry about Dysautonomia in Satellite Beach.

**NOW, THEREFORE,** I, Frank P. Catino, Mayor of the City of Satellite Beach, Brevard County, Florida, do hereby proclaim the month of October, as:

## **DYSAUTONOMIA AWARENESS MONTH**

**IN WITNESS WHEREOF,** I have signed this proclamation and caused the seal of the City of Satellite Beach to be affixed this 21 day of October, 2015.

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Frank P. Catino, Mayor



# City Manager's Report

To: Mayor and City Council Members  
From: City Manager Courtney Barker, AICP  
Meeting Date: 10/21/2015

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On **October 24<sup>th</sup>**, the City will be holding our **2nd Annual Food Trucks & Movie on the Green**. Purchase dinner from local food trucks, serving from 5pm-8pm in the DRS Community Center parking lot. There will be music and fun kids' activities prior to the movie at dusk. The movie is ***Maleficent!***

On **October 25<sup>th</sup>**, the **City's Halloween Happening** will begin at 5:45pm; a "spook parade" will walk west from the Satellite Beach United Methodist Church to the Teen Zone where there will be activities such as music, dancing, refreshments, games & prizes.

On **October 31<sup>st</sup>**, beginning at 10am, stop by the **Satellite Beach Dog Park for Halloween Howl**. Promoting doggie fitness and fun with our furry friends with a costume parade complete with judges and prizes. Halloween Howl bandanas and goodie bags will be given to the first 100 dogs registered. Bring a 5lb bag of dog/cat food for chance to WIN a raffle prize and support the Brevard ASAP (Aiding Shelter Animals Project) and Space Coast Kibble Kitchen.

## Informational Items:

1. The Utility Relocation Bill is back for consideration by the Florida Legislature this session, and is now SB 416 (Flores). The FLC has put an alert out for Cities to begin contacting our legislators. Since this is a legislative priority for City Council this year, I have engaged Madison Government Affairs, our lobbyists we have currently have under contract, to begin engaging our legislators and other potential partners to fight this bill. Please see the attached Legislative Alert.
2. In the Health Clinic research and discussion, I have partnered with the City of Cocoa Beach and Indian Harbour Beach's City Managers to release an RFP for health clinic services. This will allow us to ensure competition and explore all possibilities. The City's consulting broker firm has prepared this RFP for us and we will bring back the results to City Council after completion.

## Action Items:

1. None at this time.



**October 15, 2015**

**SB 416 (Flores), is the Senate Utility Relocation Bill and will be considered by the Senate Community Affairs Committee on Tuesday, October 20, 2015 at 12:30 p.m.**

**SB 416 (Flores)** requires local governments to bear the costs of utility equipment relocation if the equipment is located within the right-of-way and needs to be relocated for a non-transportation purpose. If the relocation of utility equipment is required as a condition or result of a project by an entity (i.e. a new supermarket or superstore) other than the local government with authority over the right-of-way, the entity must bear the cost of relocating utility equipment. However, if the relocation would otherwise be required in connection with a transportation improvement project identified in the local government's five year capital improvement plan then the local government would bear the relocation costs.

In addition, the bill prohibits local governments from requiring utilities to pay the costs of equipment relocation unless the utilities are in a "right-of-way," as opposed to the current requirement for utility relocations occurring "upon, over, under or along" a roadway. "Along" is the operative word as generally public utility easements are located alongside the right-of-way. As a result, the bill requires local governments, and not the utilities, to bear the cost of relocating a utility's equipment if such equipment is located within a public utility easement.

**ACTION: Please contact members of the Senate Community Affairs Committee and urge them to OPPOSE SB 416!**

**Please Oppose SB 416 because:**

- If local governments are required to bear the cost of relocation, it would dramatically and negatively affect them by transferring the costs of utility relocations from the utility provider to local government taxpayers instead of the actual users of the utilities, thereby further burdening local government and its taxpayers. (In many cases the utility equipment that needs to be relocated does not service the constituent taxpayers of that municipality or county, but services a neighboring municipality or county.)
- In addition, the expense of relocating a utility's equipment in the public easement, or for non-transportation purposes within the right of way, will greatly increase the costs

of completing transportation projects at a time when local governments continue to struggle with funding for such projects.

- For more than 100 years, state law has provided local government with the authority to require non-government utilities to pay the costs associated with relocating their utility equipment out of public rights of way and public utility easements to accommodate public construction projects, such as road improvement projects and other non-transportation public projects (e.g., a water or wastewater line needs maintenance and, as a result, utility equipment needed to be relocated).
- Local governments control public utility easements and public rights of way and access is provided to utilities as a permissive use. Based on this and more than 100 years of common law, the utility is required to pay the costs to relocate its equipment whenever relocation is in the public interest.

**Please contact members of the Senate Community Affairs Committee and urge them to Oppose SB 416. Senators will be traveling to Tallahassee on Monday, Oct. 19. Below is contact information for their district and Tallahassee offices.**

#### **Senate Community Affairs Committee – Oppose SB 416**

<u>Senator</u>	<u>Dist. Ph.</u>	<u>Tlh. Ph.</u>	<u>E-mail:</u>
Wilton Simpson, Chr. (R-18)	(727) 816-1120	(850) 487-5018	<a href="mailto:simpson.wilton@flsenate.gov">simpson.wilton@flsenate.gov</a>
Jeff Brandes, V. Chr (R-22)	(727) 563-2100	(850) 487-5022	<a href="mailto:brandes.jeff@flsenate.gov">brandes.jeff@flsenate.gov</a>
Joseph Abruzzo (D-25)	(561) 791-4774	(850) 487-5025	<a href="mailto:abruzzo.joseph@flsenate.gov">abruzzo.joseph@flsenate.gov</a>
Rob Bradley (R-7)	(904) 278-2085	(850) 487-5007	<a href="mailto:bradley.rob@flsenate.gov">bradley.rob@flsenate.gov</a>
Charlie Dean (R-5)	(352) 860-5175	(850) 487-5005	<a href="mailto:dean.charles@flsenate.gov">dean.charles@flsenate.gov</a>
Miguel Diaz de la Portilla (R-40)	(305) 643-7200	(850) 487-5040	<a href="mailto:portilla.miguel@flsenate.gov">portilla.miguel@flsenate.gov</a>
Travis Hutson (R-6)	(386) 446-7610	(850) 487-5006	<a href="mailto:hutson.travis@flsenate.gov">hutson.travis@flsenate.gov</a>
Geraldine Thompson (D-12)	(407) 245-1511	(850) 487-5012	<a href="mailto:thompson.geraldine@flsenate.gov">thompson.geraldine@flsenate.gov</a>

You can also use the League's advocacy tool [Capitol Connection](#) to e-mail members of the Committee.

Should you have any questions or require additional information, please contact Megan Sirjane-Samples at [msirjanesamples@flicities.com](mailto:msirjanesamples@flicities.com) or 561-352-3388 (cell).

**Thank you for your advocacy efforts.**



## CITY COUNCIL AGENDA ITEM

# #7

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### DISCUSS/TAKE ACTION ON FRATERNAL ORDER OF POLICE CONTRACT

To: City Manager Courtney Barker  
From: Assistant City Manager Andy Stewart  
Meeting Date: 10/21/2015  
Department: Police

**Recommended Action:** Approve the FOP Contract as submitted and ratified by the membership.

**Summary:** The City and members of the FOP have met numerous times to reach an agreement on a new 3 year collective bargaining agreement for members of the Fraternal Order of Police union. The current contract includes the compression pay plan that was included in the FY 15/16 budget and also includes a new three-year contract with no opening clauses. Changes to the new three-year contract have been highlighted in red. The contract has been ratified by the members of the union.

**Budget Impacts:**

**Attachments:**

- FOP Contract



#7  
10-21-15

# POLICE BARGAINING UNIT CONTRACT

October 1, 2015 – September 30, 2018

BETWEEN

THE CITY OF SATELLITE BEACH, FLORIDA

AND

FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE

Adopted on: XX/XX/XX

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## PREAMBLE

This AGREEMENT is entered into by the City of Satellite Beach, Florida, hereinafter referred to as the "Employer", and the Fraternal Order of Police Florida State Lodge, hereinafter referred to as the "Union", for the purpose of promoting harmonious relations between the Employer and the Union, to establish an orderly and prompt procedure for the resolution of grievances, to insure continuation of normal activities and departmental operations, to settle differences which might arise and to set the basic and full agreement between the parties concerning rates of pay, wages, hours of work, and other conditions of employment.

# ARTICLE 1 RECOGNITION

In accordance with the Public Employees Relations Commission, Certification Number 1379, the City hereby recognizes the Union as the sole and exclusive bargaining agent for all full-time and/or part-time employees of the City of Satellite Beach Police Department in the job classification of Patrolmen (Police Officers) Corporal, Sergeant, Staff Sergeant, Lieutenant and Dispatchers/Records/Evidence regardless of source of funding.

## **ARTICLE 2**

### **DUES DEDUCTION**

The Employer agrees to deduct membership dues in an amount certified as current by the Representative of the Union, from the pay of each employee who becomes a member of the Union within the scope of the bargaining unit certified, providing the employee executes, in writing, a dues authorization form (SEE EXHIBIT 1).

Deductions will be made for the employees whose authorization forms are received by the City Manager on or before the 15<sup>th</sup> day of the month preceding the month in which the deductions are made. Upon receipt of the authorization form as provided above, membership dues shall be deducted once a month from the pay check received by the employee in the next month following, as membership dues for the succeeding month, and each month thereafter providing the employee has sufficient net earnings to cover membership dues.

Deductions for any calendar month shall be remitted by mail to the Union at its business address.

Authorization for dues check-off may be revoked by the employee upon thirty (30) days written notice to the City Manager and the Certified Union Representative.

The Employer shall not be liable to the Union by reasons of the requirements of this Article for the remittance or payments of any sum other than that constituting actual deduction made from the employee's wages earned. The Union will indemnify, defend, and hold the City harmless against any claim made and against any suit initiated against the City as a result of check-off dues to the Union.

## **ARTICLE 3**

# **NON-DISCRIMINATION**

The Employer and the Union agree not to interfere with the rights of police personnel to become members of the Union, and there shall be no discrimination, interference, restraint or coercion by the Employer or the Union against any employee because of Union membership or non-membership or any discrimination of race, creed, color, sex, disability or national origin shall be filed in the court having jurisdiction.

All references in this agreement of the male gender are used for convenience only and shall be construed to include both male and female employees.

## **ARTICLE 4**

### **PERSONNEL RECORDS**

All personnel records of the employees shall be kept confidential and will not be released except as may be required under Chapter 119 of the Florida Statutes.

Upon reasonable request, any employee shall have the right to inspect his personnel records. The employee shall have the right to make duplicate copies of this record for his use and the Employer agrees no record shall be concealed from the employee's inspection.

Employees shall have the right to add to their personnel records written refutation of any unfavorable allegations contained therein.

All personnel complaints or disciplinary actions appealed and overturned will be removed from the personnel files.

Any reprimands will be purged from the employee's file, if and when the Chief of Police recommends and the City Manager approves.

When a person who makes a request to review an employee's personnel file, said employee shall be notified in writing by the City within a reasonable time period.

## **ARTICLE 5**

# **MANAGEMENT RIGHTS**

Except as expressly limited by the provisions of this Agreement, the Employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, including but not limited to, its rights to determine and from time to time re-determine, the number of employees, location and types of its various operations, functions and services; the methods, procedures and policies; to discontinue any operation, function or service, in whole or in part, from, with or to any of its departments; to select and direct the working force in accordance with requirements determined by the Employer; to create, modify, or discontinue jobs; to establish and change work schedules and assignments; to hire, transfer, promote or demote employees; to lay off, furlough, terminate or otherwise relieve employees from work for lack of work, lack of funds or other legitimate reasons; to suspend, discharge or discipline employees for just cause; to subcontract and otherwise take such measure as the Employer may determine to be necessary to the orderly and efficient operation of its various functions, services and activities.

The Employer shall have the right to determine solely, exclusively and unilaterally the purpose of the Law Enforcement Department, how this purpose will be met and to exercise complete control, authority and direction over the functions of the Law Enforcement Department.

If, in the sole discretion of the Mayor, or in his absence the Vice-Mayor, or as specified in the City Charter, it is determined that civil emergency exists, including, but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes or disorders, the provisions of this Agreement may be suspended during the time of the declared emergency, except for the monetary considerations.

## **ARTICLE 6**

### **SERVICES TO THE UNION**

The Employer will furnish the Union copies of all Police Department rules and regulations and all memoranda pertaining thereto.

The Employer will provide at reasonable cost to the Union any and all copies of documents requested under the provisions of Chapter 119, Florida Statutes, entitled "Public Records".

The Employer will furnish the Union with sufficient bulletin board space for Union notices in the Squad Room.

The Employer will provide the Union on a semi-annual basis a complete roster of the bargaining unit including name, rank, address, telephone number, social security number and current pay scale.

The Employer will provide a mail receptacle for each employee for use by the City and Union to distribute mail and other communications provided such mail and communications are limited to Union notices, results of elections, meetings, recreation and social affairs.

The employer will provide all bargaining unit employees with a copy of this Agreement.

## ARTICLE 7 UNION BUSINESS

The Union shall designate in writing to the City Manager one Union representative and one Alternate Union representative to be Employee representative, as outlined in **ARTICLE 13 GRIEVANCE AND ARBITRATION** procedure. The Union representative shall be responsible for processing employee grievances as provided herein. This shall be in addition to the Certified Bargaining Representative.

The Union representative may leave his work assignment for the purpose of processing grievances as stipulated in **ARTICLE 13 GRIEVANCE AND ARBITRATION** procedure. However, prior to leaving his work assignment, he must request permission of his immediate supervisor advising him of his purpose and nature of his leaving.

The Union representative cannot leave his work assignment during emergency situations or until a substitute worker is provided, if one is required.

The Union representative shall work on his assigned job and meet the same standards of any other employee, except as provided herein for the purpose of handling grievances.

The Employer agrees that accredited representatives of the State or County Union, upon approval of the Chief of Police or his designee, shall have reasonable access to the Employer's premises during working hours to conduct business, except as prohibited by law.

## **ARTICLE 8**

# **SHIFT EXCHANGE AND SUBSTITUTIONS**

Except in emergency situations, the Employer will notify the employee fourteen (14) days prior to a contemplated change in an employee's work schedule or work assignment.

Upon application to the Chief of Police, shift exchanges for the purpose of attendance at advance schools and college courses will be arranged, provided it is requested sufficiently and in advance so as not to work a hardship on either the employee or Employer. The approval of Police shall not be unreasonably withheld.

## **ARTICLE 9**

# **LEGAL PROTECTION**

The Employer will undertake the defense of any employee against civil damage suits filed against an employee involving any act, event or omission of action in the scope of the employee's employment or function. It shall be the separate responsibility of the employee to determine whether or not a countersuit should be filed on his behalf, and the employee shall make the necessary arrangements for employment of counsel concerning the filing of the countersuit. The Employer will notify the employee of any suit or countersuit filed in such an action. Subject to the monetary limitations set forth in Section 768.28, Florida Statutes, the Employer will indemnify the employees for those judgments levied against them in accordance with Section 768.28, Florida Statutes, as a result of any negligent act, event or omission of action within the scope of the employee's employment or function. The Employer shall not be responsible for any punitive damages, which may be entered against an individual employee.

## **ARTICLE 10**

### **SPECIAL DUTY POLICE EMPLOYMENT**

A. Any employee who may be injured while acting on a special duty assignment shall be entitled to the same rights, privileges, benefits and workers' compensation as if they were on normal duty.

B. Special duty employment as a police officer will be at the discretion of the Chief of Police or his designee. The rate of pay for off-duty law enforcement service while performed under the approval of the Chief of Police or his designee shall be by officer approval.

C. The City will furnish whenever possible a hand-held radio unit to an employee working on approved special duty detail.

## **ARTICLE 11**

### **LIABILITY/ACCIDENT**

Since a police employee must devote a considerable amount of attention to the assigned mission, employees will not be required to pay for damage to a City vehicle involved in automobile accidents. The City shall provide liability insurance, which will cover an off-duty officer in the performance of his lawful police, duties.

## ARTICLE 12

### POLITICAL ACTIVITY

The City shall not prohibit a Member from or discriminate against his engaging in political activities or campaigning while off duty, provided that the member does not:

- A. Wear a uniform or any part thereof which would identify the individual as an employee of the City or use property (including documents or records) of the City;
- B. Display or otherwise lead others to believe the Member is carrying a badge, baton or gun;
- C. Hold themselves out as a Member of the Police Department, except that a truthful response to a legitimate question shall not be a violation of this section.

# ARTICLE 13

## GRIEVANCE AND ARBITRATION

### GENERAL

A. The parties to this Agreement in an effort to provide harmonious working relations between the parties agree there must be an orderly process for the settlement of disputes.

B. It is understood that the following steps and time limits will be strictly adhered to as provided herein. Exception to the order and time limits may be made only by mutual consent of the City Manager and Representative of the Union.

C. No complaint or grievance will be considered under this procedure with respect to any occurrence, incident or condition which arose prior to the effective date of this Agreement. No complaint will be considered which is not submitted to the supervisor in Step 1 of the Grievance Procedure within ten (10) working days after occurrence which produced the cause of the complaint unless the employee was not aware of the occurrence, in which case the complaint must be submitted to the supervisor within ten (10) working days of his knowledge of the occurrence. In no case, however, will the Employer be obligated for retroactive pay covering more than ten (10) working days immediately preceding the date of the incident which gave rise to the grievance.

D. Only those grievances which arise out of a dispute over the application or interpretation of the agreement and those dealing with disciplinary action will be accepted under **ARTICLE 13 GRIEVANCE AND ARBITRATION** procedure; grievances shall be processed in accordance with the following procedure:

Step 1: The aggrieved employee shall discuss the grievance with his supervisor within ten (10) working days of the occurrence which gave rise to this grievance. If the event(s) which gave rise to the

grievance occurred at a time when the employee was on annual leave, sick leave or other authorized leave, the ten (10) **working** day period shall commence running immediately upon the employee's return from such authorized leave. The Union representative may be present to represent the employee. The supervisor shall attempt to adjust the matter and/or respond to the employee within ten (10) working days.

Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the Grievance Procedure within the time limits provided for the submission of the grievance Procedure within the time limits provided for the submission of the grievance in Step 1 and signed by the aggrieved employees or the Union representatives on their behalf. All grievances must be processed within the time limits provided unless extended by mutual agreement in writing.

Step 2: If the grievance has not been satisfactorily resolved, the aggrieved employee and the Union representative, if so requested by the employee, shall reduce the grievance to writing on a standard form (SEE EXHIBIT 2) provided for this purpose and present such written grievance to the Chief of Police or his designee within five (5) **working** days from the time the supervisor's response was due in Step 1. The Chief of Police or his designee shall meet with the employee and the Union representative, if so requested by the employee, within three (3) **working** days. The Chief of Police or his designee shall respond, in writing, five (5) working days from the date of this meeting.

Step 3: If the grievance has not been satisfactorily resolved in Step 2, the employee may present a written appeal to the City Manager or his designee within seven (7) working days from the time the response was due in Step 2. The City Manager or his designee shall meet with the employee and the **Association or Union** representative within ten (10) working days. The City Manager or his designee shall respond in writing within seven (7) working days from the date of this meeting.

Any grievance not answered by management in the time limits provided above automatically advances to the next higher step of the Grievance Procedure. Any grievance not pursued within the time limits above will be considered abandoned.

E. A grievance filed by the Union itself in its own name may be initiated at Step 3, under D above. Such a grievance may be in letter format and must be signed by the Representative of the Union. If the grievance is not satisfactorily resolved at this step within ten (10) working days, it may be submitted for arbitration.

A non-dues-paying bargaining unit employee may avail himself of all pre-arbitration procedures (Steps 1, 2, and 3) under this Article. If a grievance is filed by anyone other than the FOP, the City shall notify the FOP in writing. Such non-dues-paying bargaining unit employee shall be required to bear the full cost of preparing and presenting his own case. To the extent permitted by law, access to the arbitration process hereunder is limited to the FOP.

## ARBITRATION

If the complaint is not satisfactorily resolved in Step 3, the Union may give notice of intent to arbitrate. Such notice must be in writing and filed with the City Manager within five (5) working days of the decision in Step 3. If, within three (3) working days, the parties cannot agree on an arbitrator, they will jointly request a list of seven (7) qualified arbitrators from the Federal Mediation and Conciliation Services. If the parties are unable to agree mutually on one of the arbitrators, then the selection will be made by alternately striking a name from the list.

The arbitrator shall have no power to add to, subtract from, modify or alter the terms of this Agreement, but shall determine only whether or not there has been a violation of this Agreement.

The decision of the arbitrator shall be based solely upon the evidence and arguments presented to him by the representative parties in the presence of each other. The arbitrator shall render his

decision within thirty (30) days after the conclusion of the final hearing. The findings of the Arbitrator, made in accordance with the jurisdictional authority under this Agreement, State Statutes and the rules of the Federal Mediation and Conciliation Service shall be final and binding upon both parties. The arbitrator's decision shall be in writing and shall set forth the arbitrator's rationale and conclusions on the issues submitted.

Each party shall bear the cost of its own witnesses and representatives. The parties shall share equally the cost of the arbitrator. Any other cost shall be borne by the party requesting same; i.e., transcripts, photos, etc.

## ARTICLE 14 SENIORITY

Seniority shall consist of:

- A. Continuous accumulated service from the date of hire in the bargaining unit, which shall be called "Employment Seniority" and
- B. Continuous accumulated service in the position or rank in which serving shall be called "Rank Seniority".

Seniority shall be computed from the date of employment within the bargaining unit for purposes of "Employment Seniority" and from the date of appointment for purposes of "Rank Seniority".

For "Employment Seniority" and "Rank Seniority" any two (2) or more employees promoted or hired on the same day, the governing factor for seniority shall be the highest last four digits of the social security number.

Seniority shall accumulate during periods of vacation, sick leave, military leave or other authorized period of absence, provided, however, that seniority shall not accumulate during periods of unpaid leaves of absence for greater than ninety (90) calendar days except for job injury.

In the event of a lay-off for any reason, employees shall be laid off in the inverse order of their seniority in their classification. Any employee to be laid off who has advanced to his present classification from a lower classification within the certified unit shall be given the opportunity to bump to his former position in a lower classification provided his seniority while in the lower classification exceeded the seniority of the most junior employee in that classification. Employees shall be called back from lay-offs according to the seniority in the classification for which the employee was laid off until all employees on lay-off status in that classification have had an opportunity to return to work. Employees

will be notified by registered mail to their last known address and shall be given twenty-one (21) calendar days to return to work. If the employee does not return or notify the City, he shall be considered to have quit. Said recall rights shall remain in full force and effect for a period equal to the employee's total length of City service not to exceed one (1) year.

## ARTICLE 15 PROMOTIONS

A. Whenever a budgeted promotional vacancy exists in the Sergeant classification, the Employer shall promote within ninety (90) days an employee to fill such vacancy from an existing eligibility list, if an eligibility list exists.

If no eligibility list exists at that time, then a written promotional examination shall be given within ninety (90) days of the effective date of the vacancy. Promotions from the resulting eligibility list shall be made within ninety (90) days after the eligibility list is established.

The eligibility list shall be valid for twelve (12) months, but may be extended by the City for a period not to exceed an additional twelve (12) months. Minus the establishment of a new eligibility list the twelve (12) month extension is automatic.

All promotional examinations shall be open to all officers who have held a continuous position for two (2) years or more in the classification immediately below the classification for which the last day worked by the individual who is leaving the position that will be made vacant.

The Employer will announce promotional examinations at least forty-five (45) days in advance of said examinations. The Employer will list the areas, which the examination will cover, and the sources from which the examination is drawn and the location of such sources.

The Employer agrees that upon execution of this agreement the probationary period shall be of six (6) months duration and cannot be extended except when the probationary employee is incapacitated because of lengthy illness or injury.

B. Corporal: The Corporal shall serve as a shift supervisor during the absence of the Patrol Sergeant. During these times as a shift supervisor, when the Sergeant is present the Corporal will serve as a

normal patrol officer; however, the Corporal continues to hold that position and has the obligation and authority to insure that departmental policies and procedures are followed by the employees.

The Corporal position shall be an appointed position. The appointment shall be made by the Chief of Police.

Requirements for the position of Corporal shall be the following:

1. Eighteen (18) months (sworn) experience as a Police Officer.
2. Satisfactory yearly evaluations.
3. Position is recognized as being in the current bargaining unit.
4. A specific job description will be developed as to what the responsibilities are.

The Corporal position shall not be a permanent rank. When testing for Sergeant, Corporals shall compete with all other qualified police officers. The officers holding this position shall serve at the discretion of the Chief of Police, but shall only be reduced in rank for just cause and shall have the full right of all grievance procedures.

Those officer(s) selected for corporal are eligible for other departmental incentives while serving in this capacity. Corporals will be authorized to wear Corporal stripes and are to receive fifty (\$50.00) monthly while holding this position.

## **ARTICLE 16**

### **HOURS OF WORK AND OVERTIME**

The basic normal work cycle for each employee shall be eighty (80) hours. Nothing herein shall guarantee any employee payment for eighty (80) hours. Paid leave and holiday pay shall be considered time worked for the purpose of computing overtime.

All hours worked in excess of eighty (80) hours per work cycle shall be compensated for at the rate of time and one-half. All police work shall be offered to full-time employees before work is offered to reserves, with approval of the Chief of Police or his designee.

Employees called into work prior to, or to work after completing their normal shift, will be compensated at the rate of time and one-half. Minimum time for pay purposes shall be two (2) hours.

When an employee is required to complete training on off-duty time, they will be compensated at the rate of time and one-half for the hours spent in such training sessions.

A "Meal Allowance" will be provided to employees who are required to work over the end of an eight (8) hour shift more than five (5) hours and over the end of a ten (10) hour shift more than three (3) hours. Reimbursement up to eighteen (\$18.00) shall be made upon presentation of a meal receipt.

Payment for authorized overtime hours worked shall be pay or compensatory time off at the employee's option, such option to be exercised at the time earned. Compensatory time shall be earned and accumulated at the rate of one and one-half (1½) hours for each overtime hour worked; provided that the maximum allowable accrual shall be two hundred (200) hours of compensation.

The City and the Union agree that overtime for bargaining unit employees shall be on a rotation basis by using the callout list and worked as follows:

A. If the requirement for overtime is known at least four (4) hours in advance, bargaining unit employees who are eligible to work the entire shift will be called by the applicable callout list. The Sergeant Callout List shall be for Sergeants and Corporals. Corporals are eligible only after attempts to fill the shift with all Sergeants on the list have been exhausted. The Officer Callout List shall be for Officers and Corporals. Sergeants can be on the list but are eligible only after attempts to fill the shift with all Officers and Corporals on the list have been exhausted. The Special Detail / Off Duty Detail List shall be for all eligible employees. No employee will work two (2) shifts back to back unless in case of extreme emergency. If an employee refuses or cannot be reached, the shift caller shall log the time of the call with dispatch. An answering machine and page (if the person has one) shall count as not reached, if a return call is not received within ten (10) minutes. However, shift caller shall leave name and time of call on the machine if multiple overtime shifts are available, only one shift may be taken per request. Due to operational needs the Chief of Police or designee may assign a specific employee to work an open shift, special detail, or off duty detail.

B. The City has the right to make changes in the above section only under emergency conditions and after the above procedures have been followed.

## ARTICLE 17 HOLIDAYS

A. The Employer will recognize the following as paid holidays for members of the bargaining unit:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Day After Thanksgiving Day
7. Christmas Eve
8. Christmas Day
9. Employee's Birthday
10. Patriot's Day (September 11)
11. Employee will be permitted to take one (1) floating holiday

B. Bargaining unit employees shall receive two (2) checks per year. The first check shall be the week following first pay in November of each year for the following holidays:

1. Thanksgiving Day
2. Day After Thanksgiving
3. Christmas Eve
4. Christmas Day
5. Employee's Birthday

~~The second check shall be the week following the first pay in July of each year for the following holidays:~~

- ~~1. New Year's Day~~
- ~~2. Memorial Day~~
- ~~3. Independence Day~~
- ~~4. Labor Day~~
- ~~5. Patriot's Day~~

~~C. Employees who leave the service of the City, or are hired, shall receive the pay for the holidays that they have accrued since the last holiday pay.~~

~~D. Employees who are scheduled for 10-hour shifts shall be paid holiday pay at the rate of 10 hours for each holiday.~~

The second check shall be the week following first pay in May of each year for the following holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Patriot's Day

C. Employees who leave the service of the City, or are hired, shall receive the pay for the holidays that they have accrued since the last holiday pay.

D. Employees who are scheduled for 10-hours shifts shall be paid holiday pay at the rate of 10 hours for each holiday.

## ARTICLE 18 VACATION

All non-probationary employees shall receive a paid vacation. All non-probationary employees:

A. Accrual: Beginning with date of hire of any year, all employees of the bargaining group will accrue vacation time in accordance with the following schedule:

<b>Month of Service</b>	<b>Annual Leave</b>
<b>0 to 36 months</b>	96 hours
<b>37 to 72 months</b>	104 hours
<b>73 to 108 months</b>	112 hours
<b>109 to 120 months</b>	120 hours
<b>121 to 132 months</b>	128 hours
<b>133 to 144 months</b>	136 hours
<b>145 to 156 months</b>	144 hours
<b>157 to 168 months</b>	152 hours
<b>169 to 180 months</b>	160 hours
<b>181 months or more</b>	168 hours

Vacation time shall accrue on a prorated monthly basis.

B. Vacation: No employee with less than six (6) months of service will be eligible for a vacation. Vacation pay shall be at regular pay.

Employee may accumulate vacation up to a maximum of one and one-half (1½) times his annual accrual, provided it is approved in advance by the Chief of Police.

C. Scheduling of Vacation: Request for vacation shall be made at least two (2) weeks prior to time of leave. The Chief of Police may waive this requirement if department schedules permit. Where it is impossible to grant a vacation for the time requested, the Chief of Police and the employee will work out an alternate period mutually satisfactory to both parties. Normally, vacation shall be taken in periods of not less than forty (40) hours. Vacation periods of less than forty (40) hours may be granted where it is determined by the Chief of Police that such lesser period does not conflict with work schedules and is not detrimental to the City operations.

D. Optional Uses of Vacation shall be with approval of the Chief of Police.

1. When the employee is "VESTED" ("VESTED" shall be defined as the vesting schedule in the Police Officers' Pension Plan) and has used at least eighty (80) hours of vacation time in a calendar year and reaches the maximum vacation accrual, then they may sell back to the City up to eighty (80) hours of vacation leave. Payment will be made in December.

E. Payments of Unused Vacation:

1. Payment in lieu of vacation shall not be made except for:
  - a. Employee entering military service.
  - b. Separation from employment for any reason provided he has six (6) months of service.

F. Incentive: Employees who use no sick leave during a calendar year shall be credited with sixteen (16) hours of annual leave. Employees who use sixteen (16) hours of sick leave or less during a calendar year will be credited with annual leave as follows:

<b>Sick Leave Used (hours)</b>	<b>Additional Annual Leave</b>
<b>0.25 – 1.0 hour</b>	15 hours
<b>1.25 – 2.0 hours</b>	14 hours
<b>2.25 – 3.0 hours</b>	13 hours
<b>3.25 – 4.0 hours</b>	12 hours
<b>4.25 – 5.0 hours</b>	11 hours
<b>5.25 – 6 hours</b>	10 hours
<b>6.25 – 7.0 hours</b>	9 hours
<b>7.25 – 16 hours</b>	8 hours

This provision shall only apply to those employees who were employed for a full calendar year.

## ARTICLE 19

### SICK LEAVE

All employees shall earn eight (8) hours of sick leave for each full month worked up to a maximum of one thousand eighty (1,080) hours.

A. Use: Sick leave is to be used only as follows:

1. Personal illness or injury provided it is not the result of outside employment which is covered by Workers' Compensation or further provided he is not receiving pay under a City-sponsored insurance plan.
2. For medical, dental, or optical appointments and treatments which cannot be administered on off-duty hours.
3. Quarantines due to exposure to contagious disease unless duty related.
4. For on the job injuries covered by Workers' Compensation provided the employee is not receiving pay under Workers' compensation.
5. Attendance upon members of his immediate family, within his household, whose illness or injury requires such care, when no other member of the immediate family is able to care for the family member. The use of sick leave for the purpose of attendance upon ill or injured immediate family members shall be limited to five (5) sick days per calendar year.

B. Conditions:

1. Sick leave may be taken as it is earned.
2. An employee who is absent more than four (4) consecutive scheduled work days shall be required to show proof of reasons for absence.
3. Chief of Police is authorized to make investigations of reasons for leave and to deny any claims not properly sustained.
4. An employee incapacitated and unable to work shall notify his immediate supervisor at least four (4) hours prior to the start of the employee's regularly scheduled shift. Alternate use of sick leave in accordance with the City Personnel Manual requires the approval of the Chief of Police at least one (1) work shift in advance of time requested; however, the Chief of Police may waive this requirement.

5. Where an employee is unable to perform his normal work, and where his physician states he may return to a job which does not require the physical or mental capacities of his regular job, the City has the sole determination whether or not to permit him to return to work and for how long.
6. Employees shall be paid fifty percent (50%) of accumulated sick leave time up to a maximum of three hundred sixty (360) hours upon termination(s), provided they have completed one (1) year of continuous employment and further provided that termination is due to lay-off, retirement, death or when any employee leaves in good standing and gives a minimum of two weeks' notice.
7. Any employee who has one thousand (1,080) hours of sick leave may request to "sell back" to the City eighty (80) hours of sick leave. Payment will be made in December. Only one request and one payment shall be made per calendar year. The deduction of the eighty (80) hours of sick leave from the employee's total will be made at the time of the request.
8. Employees may donate a maximum of fifteen (15) hours per calendar year of their sick leave to another employee or employees that have no sick leave accumulation. Each donation shall be subject to the approval of the Chief of Police.

C. Light Duty: Employees with off the job injuries or illness (non-work related) have the option to request a light duty assignment for a period of up to sixty (60) working days. The request must be accompanied by a medical clearance by the treating physician. Light duty assignments may be authorized by the Chief of Police. The decision of the Chief of Police is final and binding on all parties.

## **ARTICLE 20**

### **LEAVE OF ABSENCE**

Any non-probationary employee, upon proper application to and approval of the Chief of Police and City Manager, may be granted a leave of absence without pay in accordance with the following provisions:

A. Full-time Student: Educational leave may be granted up to two (2) years provided the employee has two (2) years of continuous service. Upon completion of his educational leave, the employee may be reinstated to full-time employment in a comparable position with the City if a vacancy exists, and further, provided the employee agrees to employment with the City for a period equal to his educational leave.

B. Military: Any employee who is a member of the National Guard or the Military Reserve Forces of the United States and who is ordered by the appropriate authorities to duty shall be granted a leave of absence as required by Section 115.07, Florida Statutes.

C. Personal Illness or Non-Occupational Disability: Starts after employee has used paid leave. Request shall include a doctor's statement. Leave cannot exceed one (1) year. When returning from a leave of absence, the employee must furnish a doctor's statement indicating he is able to return to full-time duty, and a vacancy must exist before the employee may be reinstated to full-time employment.

D. Other Leave of Absence: Other leaves of absence may be granted at the discretion of the Chief of Police and City Manager for police-oriented educational purposes. Seniority will continue to accumulate only for leaves of absence not exceeding thirty (30) days. Upon the employee's return from leave, he will be given proper seniority credit with the applicable rights thereunder.

## **ARTICLE 21**

### **OCCUPATIONAL DISABILITY LEAVE**

Any employee who sustains a work-related sickness or injury shall process his claim in accordance with the Florida State Workers' Compensation Law. If it is determined the injury or sickness falls under the coverage, and if such sickness or injury is not caused by the negligence of the employee, and if there is lost time involved, any non-probationary employee may be granted a leave of absence at base salary less payment from Workers' Compensation up to a maximum of five (5) weeks in a calendar year. At the expiration of the five (5)-week period, if the employee is still disabled, continued absence may be charged to earned sick leave or vacation less payment from Workers' Compensation. Any payments received from Workers' Compensation by the employee shall offset any salary received so that in no case will the amount of total compensation be more than base salary. Where an employee has exhausted his paid leave time, the City Council may extend such paid leave if it deems it appropriate.

## ARTICLE 22 FUNERAL LEAVE

Funeral leave may be granted with pay for a period not to exceed forty (40) hours in the event of death in the immediate family (hours will not be deducted from vacation or sick leave). Immediate family includes:

Father	Grandparent
Mother	Grandchild
Brother	Father-in-law
Stepbrother	Mother-in-law
Sister	Brother-in-law
Stepsister	Sister-in-law
Husband	Son-in-law
Wife	Daughter-in-law
Child	Legal Guardian
Stepchild	Any other relative living in the same household as employee

## ARTICLE 23 COURT LEAVE

A. Employees attending court as a witness on behalf of a public jurisdiction or for jury duty during their normal working hours shall receive their regular pay for their normal working schedule.

B. All full-time employees subpoenaed to attend court are eligible for paid leave. Employees who are plaintiffs or defendants are not eligible for pay, unless they are made defendants as a result of legal action taken in the performance of their duty as a police officer.

C. Employees who attend court for a portion of a regular work shift are expected to report back to work when released or excused by the court.

## ARTICLE 24 PENSIONS

~~Pension benefits for employees hired on or after October 1, 1996 who are not eligible to participate in the Pension Plan for Police Officers and Firefighters shall be as follows:~~

~~A. Employees who are hired on or after October 1, 1996 and who are not eligible to participate in the Pension Plan for Police Officers and Firefighters, shall participate in the City's defined contribution retirement plan, said plan to be established by the City Council.~~

~~B. Pension benefits for employees hired before October 1, 1996:~~

~~1. The City agrees that the amount of monthly income payable to a bargaining unit employee who retires on or after his normal retirement date shall be an amount at least equal to the number of years of credited service multiplied by three percent (3%) of his average final compensation, based upon an averaging of the three (3) highest years of credited service during the ten (10) years preceding termination of employment or retirement.~~

~~2. Federal Income Tax shall be figured on the net amount after contribution is deducted for the retirement Fund.~~

A. Pension benefits for employees hired on or after October 1, 1996 who are not eligible to participate in the Pension Plan for Police Officers and Firefighters shall participate in the City's defined contribution retirement plan, said plan to be established by the City Council.

B. Pension benefits for employees hired before October 1, 1996 shall be as follows:

1. The City agrees that the amount of monthly income payable to a bargaining unit employee who retires on or after his normal retirement date shall be an amount at least equal to the number of years of credited service multiplied by three percent (3%) of his average final compensation, based upon an averaging of the three (3) highest years of credited service during the ten (10) years preceding termination of employment or retirement.
  2. Federal Income Tax shall be figured on the net amount after the contribution is deducted for the Retirement Fund.
- C. For the term of this Agreement, the parties agree as follows:
1. The entire Florida Statute Chapter 185 annual tax premium payments afforded to the City by the State of Florida for fiscal years 2015-2016; 2016-2017 and 2017-2018 shall be utilized by the City as its annual contributions to the Pension Plan for each of those fiscal years respectively.
  2. The accrued amount of Chapter 185 funds as of October 1, 2015 shall be used to fund a 401A Plan for bargaining unit employees, as established and administered by the City of Satellite Beach Pension Plan Board, and approved by the Division of Retirement as applicable.

## ARTICLE 25 INSURANCE

A. Employees will be provided with medical, surgical and hospitalization benefits in accordance with the provisions of the City's health insurance plan, said plan being available to all City employees.

B. If the employee chooses dependent health insurance coverage, the City shall pay fifty percent (50%) of the premium cost for dependent health insurance coverage. The employee shall pay the remaining fifty percent (50%) dependent premium cost to the City through payroll deductions. The rates will be adjusted from time to time based on the premium charges, which are charged to the City.

C. The City shall furnish a dental plan to the bargaining unit employees. Monthly premiums for the bargaining unit employee shall be paid by the City. Dependent coverage shall be paid by the bargaining unit employees.

D. The City shall furnish a vision plan to the bargaining unit employees. Monthly premiums for the bargaining unit employee and his dependents shall be paid by the City.

E. All employees hired on or after April 3, 1996, upon retirement, the employee may purchase health insurance coverage for himself and dependents consistent with provisions of the law. All costs shall be paid by the employee.

F. Employees hired before April 3, 1996, upon retirement, shall have insurance coverage for him paid for by the City. The retiree may purchase health insurance coverage for dependents consistent with provisions of the law. All costs for dependent coverage shall be paid for by the retiree.

## **ARTICLE 26**

### **LABOR MANAGEMENT COMMITTEE**

The Chief of Police will head a Committee, which may meet every January and July or shall meet if requested by either side. The Committee will consist of six (6) members as follows:

- A. Chief of Police.
- B. One (1) member of the Law Enforcement Department management, selected by the Chief of Police.
- C. Two (2) members of the Law Enforcement Department management, selected by the Union.
- D. Two (2) members of the bargaining unit, selected by the Union.

These meetings will be confined to discussions on the following:

- 1. Safety and health,
- 2. Rules and regulations,
- 3. Training,
- 4. Other topics of mutual concern.

This committee is advisory only and the Chief of Police will have final disposition on all matters discussed.

## **ARTICLE 27 WAIVER**

The Union and the Employer acknowledges that during the negotiations of this Agreement, each had an unlimited right and opportunity to submit demands and proposals, and this Agreement was arrived at by the parties after the exercise of such right and opportunity. Therefore, the Employer and the Union, during the life of this Agreement, waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **ARTICLE 28**

### **ALTERATION OF AGREEMENT**

The City and the Union may mutually agree at any time during the term of the Agreement to amend, alter, or modify and of its terms and conditions; however, any and all such agreements must be reduced to writing and signed by the authorized representative of the City and the Union.

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent for any future enforcement or waiver of such breach or condition.

This agreement sets forth all understandings and agreements arrived at by the parties and supersedes any and all agreements which heretofore have existed, written or unwritten, between the parties.

## **ARTICLE 29**

### **STRIKES AND LOCKOUTS**

“STRIKE” means the concerted failure to report for duty; concerted absence of the employees from their positions; concerted work stoppage; concerted submission of resignation; concerted abstinence, in whole or in part, by any group of employees from the full and faithful performance of their duties for the purpose of inducing, influencing, condoning, or coercing a change in the terms and condition of employment or rights, privileges, or obligations of public employment; or participating in a deliberate and concerted course of conduct which adversely affects the services of the Employer; the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

The Union agrees not to initiate or condone strikes, as defined above. In the event of any breach of this Article, it is further agreed that the Employer shall have all the statutory rights of recourse as provided under Florida Laws.

The Employer agrees, for the life of this Agreement that there will be no lockout of the employee.

## **ARTICLE 30 SEVERABILITY CLAUSE**

Should any provision of this collective bargaining agreement or any part thereof be rendered or declared invalid by reason of any existing or subsequently enacted State or Federal Legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Should any Article be rendered invalid, it shall be renegotiated during the next scheduled negotiating sessions.

## ARTICLE 31

### EDUCATIONAL ASSISTANCE

A. The City agrees to establish a tuition program for employees in an effort to encourage the upgrading of the educational levels of its law enforcement personnel. Said program will be based on the following principles:

1. The employee must be registered at an accredited institution in a career-related course or program as established by the Florida Police Standards and Training Commission or towards an A.A. or an undergraduate degree in law enforcement, police science, criminal justice, public administration, or related law enforcement degree. The limit will be two thousand five hundred dollars (\$2,500.00) per employee per year with a pool of one thousand five hundred dollars (\$1,500.00). The City shall pay 100% for the grade of "A" and 75% for the grade of "B" and 50% for the grade of "C". Additional funds may be approved by the Chief of Police for college courses or special police training courses, which are approved by the Department of Law Enforcement and the City. The source of the funds shall be from the assessment of the additional two dollars (\$2.00) on fines and from State Training Funds which may be provided.
2. In order to obtain financial reimbursement for tuition, the employee must:
  - a. Successfully complete the course with a grade of "C" or better. (Pass in a Pass/Fail system)
  - b. Agree to remain in the City's employment for two (2) years from the date of course completion. If the employee voluntarily resigns within two (2) years of the date of course completion, the employee must reimburse the City.

- c. Submit appropriate paperwork to the City Manager via Chief of Police within thirty (30) days from receipt of grades.

## ARTICLE 32 COMPENSATION

~~B. — For the contract year October 1, 2013 – September 30, 2014 employees shall receive a three percent (3%) increase to current wages. There will be no Cost of Living Adjustment and there will be no progression/advancement through the steps for contract year 2013-2014. Wages for contract years 2014-2015 and 2015-2016 shall be subject to negotiations per ARTICLE 39 TERM OF AGREEMENT.~~

~~C. — The steps will remain part of the contract and the step plan is attached as an Exhibit. However, there will be no progression through the steps for contract year 2013-2014. Step progression for contract years 2014-2015 and 2015-2016 shall be subject to negotiations per ARTICLE 39 TERM OF AGREEMENT.~~

~~D. — Employees shall proceed through the pay steps/pay grade for each position above on the appropriate anniversary date; however, the advancement to the next step/pay grade shall be contingent upon a satisfactory evaluation performed by the Chief of Police in accordance with the evaluation procedures adopted for the Police Department. Failure to receive a satisfactory evaluation will prevent the employee from advancing to the next step/pay grade until the next anniversary date. [Per Section B above, this section is not applicable for the contract year (October 1, 2013 – September 30, 2014)]~~

~~E. — Employees who have reached the maximum pay for a position shall be eligible for a merit increase; however, said merit increase will not be added to base pay and will not be utilized for cost-of-living adjustments. Merit increase will be granted in accordance with established City procedures.~~

~~F. All dispatchers and the Communication Supervisor who work the evening shift or midnight shift shall receive a shift differential:~~

<del>Evening shift</del>	<del>—————</del>	<del>\$0.65</del>
<del>Midnight shift</del>	<del>—————</del>	<del>\$0.75</del>

~~G. Training Officers, whether Dispatcher, Communication Supervisor or Police Officer, when training new hires or conducting authorized department training shall receive twenty percent (20%) of their training time in compensatory time.~~

~~H. The assignment of a bargaining unit employee to the position of Police Detective shall be an appointed position. The Chief of Police shall have the sole discretion to appoint and remove employees to and from the Detective's position. All employees assigned as a Detective shall receive a one thousand five hundred dollars (\$1,500.00) per year clothing allowance while serving as Detective. Upon completion of each one (1) year of continuous service as a detective, an employee shall receive twenty (20) hours of compensatory time for "on call" time.~~

~~I. The assignment of a bargaining unit employee to the position of Social Media Manager shall be an appointed position. The Chief of Police shall have the sole discretion to appoint and remove employees to and from the Social Media Manager position. Employees assigned as Social Media Manager shall receive a fifty dollars (\$50.00) per month stipend while serving as Social Media Manager.~~

A. For the fiscal years October 1, 2015 to September 30, 2016 (FY 15-16), October 1, 2016 to September 30, 2017 (FY 16-17), and October 1, 2017 to September 30, 2018 (FY 17-18), all bargaining unit members shall have their salaries adjusted at the beginning of each fiscal year pursuant to the three year compression plan attached to this Agreement as Appendix A. For the FY 15-16, bargaining unit

employees shall additionally be afforded a 2% across the board increase.

B. In addition to the increases set forth in Section 1 above, in the event that the City affords all non-bargaining unit employees of the City a 3% increase in FY 16-17, all bargaining unit members shall receive a step increase of 3% in FY 16-17 pursuant to the Step Plan attached to this Agreement as Appendix B. Likewise, in the event that the City affords all non-bargaining unit employees of the City a 3% increase in FY 17-18, all bargaining unit members shall receive a step increase of 3% in FY 17-18 pursuant to the Step Plan attached to this Agreement as Appendix B. Any increases afforded bargaining unit members pursuant to this Section are expressly contingent upon the City Council affording 3% increases to non-bargaining unit members in FY 16-17 and FY 17-18.

C. All future increases beyond the term of this Agreement, if any, shall be subject to negotiations by the parties.

D. All dispatchers and the Communication Supervisor who work the evening shift or midnight shift shall receive a shift differential:

E. Evening shift           \$0.65

F. Midnight shift           \$0.75

G. Training Officers, whether Dispatcher, Communication Supervisor or Police Officer, when training new hires or conducting authorized department training shall receive twenty percent (20%) of their training time in compensatory time.

H. The assignment of a bargaining unit employee to the position of Police Detective shall be an appointed position. The Chief of Police shall have the sole discretion to appoint and remove employees to and from the Detective's position. All employees assigned as a Detective shall receive a \$1,500 per year clothing allowance while serving as Detective. Upon completion of each one (1) year of continuous service as a detective, an employee shall receive twenty (20) hours of compensatory time for "on call" time.

## **ARTICLE 33**

### **VISION CARE SERVICES**

Vision care services will be provided as part of the City health care insurance. During the term of this agreement should vision care services not be provided as part of the City health care insurance, the below previously negotiated vision care services shall apply:

A. The City agrees to pay for an eye examination once every two (2) years by a certified ophthalmologist or eye care specialist within Brevard County. The City shall reimburse the employee upon presentation of a receipt for such examination.

B. The City agrees to reimburse each employee for the purchase, repair, or replacement of vision correcting appliances and their fitting up to but not exceeding two hundred twenty-five dollars (\$225.00) every two (2) years.

C. The City may provide this benefit in the form of a group vision care plan at a future date. The City retains the right to make the sole determination as to the service provider selected and the benefits offered. The City shall make every effort to provide essentially the same coverage.

## **ARTICLE 34**

### **INTERNAL INVESTIGATION**

The City and the Union agree that internal investigations shall be conducted in accordance with Chapter 112, Florida Statutes.

## **ARTICLE 35**

### **UNIFORM/EQUIPMENT, LOSS OR DAMAGE**

Should any Unit employee suffer loss or damage to his uniform or any item of personal property approved for on-duty use, in the line of duty, not due to neglect or misconduct, the City shall have it repaired or replaced at no cost to the employee, subject to approval by the Chief of Police.

## **ARTICLE 36**

### **FUNERAL EXPENSES**

In the event an employee is killed in the line of duty and in the performance of his official duties or dies from injuries sustained in the line of duty or in the performance of his official duties, the City shall pay the sum of up to four thousand dollars (\$4,000.00) toward funeral expenses to his surviving spouse, or if none, then his estate. The determination of eligibility for funeral expenses shall be made by the Chief of Police and his determination shall be final. The actual amount to be paid shall be based on actual costs incurred up to a maximum of four thousand dollars (\$4,000.00).

# ARTICLE 37 ATTACHMENTS

Exhibit 1 – Payroll Deduction Authorization

Exhibit 2 – Steps for FY 11/12 Contract

## ARTICLE 38 TRAINING

A. The parties agree that education and training for law enforcement personnel is necessary for both improving the overall training and to provide for career opportunities to individual officers.

B. It is agreed by the parties that both funds provided by the State through fines and by the City shall be made available as equitably as possible to all officers.

C. Officers shall be permitted to attend schools related to law enforcement in order to advance their careers. Scheduling shall be accommodated for schools on work or City time so long as the Police Department manpower is not seriously affected.

## ARTICLE 39 TERM OF AGREEMENT

~~LIMITED REOPENER. Each party (the City and the FOP) may reopen this Agreement for the limited purpose of negotiating/renegotiating ARTICLE 32 COMPENSATION plus two (2) additional Articles per each party for Contract Years 2014-2015 and 2015-2016. This limited reopener shall not require formal notification by either party; provided, however, that the parties shall commence negotiations no later than May 1, 2014 and May 1, 2015 in order to conclude the bargaining process for those contract years in a timely manner.~~

This Agreement shall be in full force and effect from October 1, 2015 through September 30, 2018. Either party may open negotiations for a successor agreement by giving written notice to the other no later than April 1, 2018. Upon expiration of this Agreement on September 30, 2018, there will be no continuation of any wage increases as set forth in Article 10, Wages, unless the parties mutually agree in writing to do so.

This AGREEMENT shall become effective October 1, 20\_\_, and shall remain in full force and effect through September 30, 20\_\_.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

For the City of Satellite Beach

For the Fraternal Order of Police

\_\_\_\_\_  
Frank Catino  
Mayor

\_\_\_\_\_  
Ned Golden  
Staff Representative

\_\_\_\_\_  
Courtney Barker  
City Manager

\_\_\_\_\_  
Eric Bell  
Satellite Beach Police Dept.

ATTEST:

\_\_\_\_\_  
Leonor Olexa, CMC  
City Clerk

## EXHIBIT 1



### **FRATERNAL ORDER OF POLICE - FLORIDA STATE LODGE**

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242 Office Plaza, Tallahassee, FL 32301 \* PO Box 1349, Tallahassee, FL 32302-1349  
Tel: 850.656.9881 \* Toll Free: 800.873.FOP1 \* Fax: 800.873.3670 \*  
Labor Council Committee: 888.485.0351 \* Web: [www.floridastatefop.org](http://www.floridastatefop.org)

### **AUTHORIZATION FOR PAYROLL DEDUCTION**

I \_\_\_\_\_, hereby authorize my employer, The City of Satellite Beach to withhold from my regular paycheck the amount of my dues to the Fraternal Order of Police and transmit it to the person designated by the Fraternal Order of Police to receive it. I understand that I may terminate this authorization by notifying the City and the Fraternal Order of Police, in writing, thirty (30) days in advance. Furthermore, this authorization shall only be in effect so long as the Fraternal Order of Police is the Bargaining Agent and I am a member of the Bargaining Unit.

This request is made pursuant to Section 447.303, Florida Statutes (1987).

I authorize payroll deduction to be made to the Florida State Lodge Fraternal Order of Police or it's designee. Those deductions are to be taken out on a bi-weekly basis and payment will be made to the F.O.P. monthly. The deduction will be in the amount of \$\_\_\_\_\_ bi-weekly. The dues shall be forwarded to:

The Fraternal Order of Police Florida State Lodge  
242 Office Plaza  
Tallahassee, Florida 32301

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**APPENDIX A**

**COMPRESSION SPREADSHEET**

## APPENDIX B

### STEPS FOR FY 11/12 CONTRACT

2011-2012

SATELLITE BEACH POLICE DEPT.  
FOP CONTRACT STEP  
For Exhibit in 11/12 FOP Contract

POSITION	START	6 MOS.	1 YR	2YRS	3YRS	4YRS	5YRS	6YRS	7YRS	8YRS	9YRS	10YRS	11YRS	12YRS	13YRS	14YRS	15YRS	16YRS	17YRS	18YRS	19YRS	20YRS	21YRS	22YRS
<b>Officer 1</b>	35,241	37,611	39,255	40,910	42,515	44,219	45,987	47,908	48,781	49,756	50,751	51,767	52,803	53,859	54,936	56,034	57,155	58,298	59,464	60,653				
Hourly Rate	17.42	18.08	18.87	19.67	20.44	21.26	22.11	23.03	23.45	23.92	24.40	24.89	25.39	25.89	26.41	26.94	27.48	28.03	28.59	29.16				
<b>Officer 2</b>	34,736	(First year; eligible for Officer 1 at end of probationary one year.)																						
Hourly Rate	16.70																							
<b>Sergeant</b>	42,644	-	44,345	45,983	47,968	49,879	51,877	52,915	53,974	55,052	56,153	57,277	58,422	59,590	60,781	61,997	63,237	64,502	65,792					
Hourly Rate	20.50	-	21.32	22.11	23.06	23.98	24.94	25.44	25.95	26.47	27.00	27.54	28.09	28.65	29.22	29.81	30.40	31.01	31.63					
<b>Staff Sgt / Lt</b>	52,259	-	54,437	56,705	58,973	61,331	63,784	66,336	68,990	69,817	71,213	72,637	74,090	75,572	77,083									
Hourly Rate	25.12	-	26.17	27.26	28.35	29.49	30.67	31.89	33.17	33.57	34.24	34.92	35.62	36.33	37.06									
<b>Dispatcher</b>	29,593	-	30,752	31,980	33,265	34,594	36,536	37,416	38,167	38,927	39,707	40,500	41,309	42,135	42,978	43,838	44,714	45,610	46,522	47,453				
Hourly Rate	14.23	-	14.78	15.38	15.99	16.63	17.57	17.99	18.35	18.72	19.09	19.47	19.86	20.26	20.66	21.08	21.50	21.93	22.37	22.81				
<b>Comm Super. &amp; Records/Evl</b>	27,130	-	28,133	29,305	30,568	31,468	32,785	33,798	34,813	36,552	38,013	38,771	39,550	40,340	41,147	41,969	42,808	43,665	44,538	45,429	46,337	47,264	48,209	
Hourly Rate	13.04	-	13.53	14.09	14.70	15.13	15.76	16.25	16.74	17.57	18.28	18.64	19.01	19.39	19.78	20.18	20.58	20.99	21.41	21.84	22.28	22.72	23.18	
<b>PT Comm</b>																								
Hourly Rate	13.98																							
<b>Comm Trainee</b>																								
Hourly Rate	12.42																							

All Salaries / Wages are frozen for 2011-2012. Salaries for 2011-2012 for all employees shall be the salaries and wages in effect as of September 30, 2011. For the current contract year (October 1, 2011 - September 30, 2012), there will be no progression / advancement through the steps.