POLICE BARGAINING UNIT CONTRACT

OCTOBER 1, 2010 - SEPTEMBER 30, 2011

BETWEEN

THE CITY OF SATELLITE BEACH, FLORIDA AND

FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE

OCTOBER 1, 2010

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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 forth the basic and full agreement between the parties concerning rates of pay, wages, hours of work, and other conditions of employment.

ARTICLE I
RECOGNITION

In accordance with the Public Employees Relations Commission, Certification Number 445, 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 regardless of source of funding.

ARTICLE II
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 15th 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 III
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 IV
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 Police Chief recommends and the City Manager approves.

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

ARTICLE V
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 measures 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 disorder, 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 VI
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 the 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 VII
UNION BUSINESS

The Association shall designate in writing to the City Manager one Union representative, or a designee, to be Employee representative, as outlined in the Article on Grievance 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 the Grievance 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 Union business, except as prohibited by law.

ARTICLE VIII
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 in advance so as not to work a hardship on either the employee or Employer. The approval of the Chief of Police shall not be unreasonably withheld.

ARTICLE IX
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 X

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 worker's compensation as if 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 XI

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 XII
POLITICAL ACTIVITY

The City shall not prohibit a Member from or discriminate against his/her 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 XIII
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 the Grievance 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) 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 in Step 1 and signed by the aggrieved employees or the Union representative 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) 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) 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 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 the 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 time limits above will be considered abandoned.

E. A grievance filed by the Association 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.

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 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 respective 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 XIV
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 layoff 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 layoffs

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 XV
PROMOTIONS

A. Whenever a budgeted promotional vacancy exists in the Sergeant classification, the Employer shall promote an employee to fill such vacancy from an existing eligibility list, if an eligibility 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 as soon as possible after the eligibility list is established.

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 shift supervisor, the Corporal shall be responsible for the administrative supervision of the

shift. 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 $50.00 monthly while holding this position.

ARTICLE XVI
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 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 attend court not on his regular shift, he will be compensated at the rate of time and one-half. Minimum appearance time for pay purposes shall be two (2) hours.

Where employees are 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 four (4) hours and over the end of a ten (10) hour shift more than three (3) hours. Reimbursement up to $6.00 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 (1 and 1/2) hours for each overtime hour worked; provided that the maximum allowable accrual shall be one hundred sixty (160) 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 callout list. 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. Special details outside of minimum staffing levels will be assigned at the direction of the Chief of Police or his designee.

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 XVII
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 checks per year. The first check shall be the week following first pay in December 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 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.

ARTICLE XVIII
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:

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

Employees will be eligible for their vacation during the year following the year in which it was accrued.

Vacation pay shall be at regular pay.

Employee may accumulate vacation up to a maximum of one and one-half (1 1/2) times his annual accrual, provided it is approved in advance by the Police Chief.

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 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 that such lesser period does not conflict with work schedules and is not detrimental to the City operations.

D. Optional Uses of Vacation: With approval of the Chief of Police, vacation earned may be used as follows:

1. Personal business which cannot be conducted on off-duty hours.
2. Religious holidays and other than those listed as approved holidays.
3. For sick leave provided such leave has become exhausted.
4. Any other approved absence mutually agreed to by the employee and Chief of Police.
5. Minimum requirements for any of the above must be absence of four (4) or more hours.
6. 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:

Sick Leave Used (hours)	Additional Annual Leave
0.25 - 1.0 hour	15 hours
1.25 - 2.0 hours	14 hours
2.25 - 3.0 hours	13 hours
3.25 - 4.0 hours	12 hours
4.25 - 5.0 hours	11 hours
5.25 - 6.0 hours	10 hours
6.25 - 7.0 hours	9 hours
7.25 - 16.0 hours	8 hours

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

ARTICLE XIX
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 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 terminations, provided they have completed one (1) year of continuous

employment and further provided that termination is due to layoff, retirement, death or when any employee leaves in good standing and gives a minimum of two weeks notice.

7. Any employee who has 1,080 hours of sick leave may request to "sell back" to the city 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 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 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 illnesses (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 Police Chief is final and binding on all parties.

D. ARTICLE XX

LEAVE OF ABSENCE

Any non-probationary employee, upon proper application to and approval of the Police Chief 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 Police Chief and City Manger 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 XXI
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 XXII
FUNERAL LEAVE

Funeral leave may be granted with pay for a period not to exceed three (3) working days in the event of death in the immediate family (hours will not be deducted from vacation or sick leave). Immediate family includes:

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

ARTICLE XXIII
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 XXIV
PENSIONS

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 be as follows:

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:

(a) 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.

(b) Federal Income Tax shall be figured on the net amount after the contribution is deducted for the Retirement Fund.

ARTICLE XXV
INSURANCE

A. Benefits for employees who were hired prior to October 1, 1996:

(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 the plan 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.

B. Benefits for employees hired on or after October 1, 1996

(a) If the City has an HMO health care option, employees shall be provided health insurance coverage under the City's HMO plan.

(b) Premiums for said coverage shall be as follows: City pays 100% of the premium for the employee and 50% of the

dependent premium if applicable. The employee shall pay the other 50% of the premium for dependent coverage.

(c) Should an employee desire coverage under the City's PPO plan instead of the HMO plan, the employee shall pay the difference in premium costs for the PPO versus HMO.

(d) Upon retirement, the employee may purchase health insurance coverage for him/herself and dependents consistent with provisions of law. All costs shall be paid by the employee.

(e) If the City has no HMO health care option, coverage shall be provided under the plan detailed in Section (A) above.

ARTICLE XXVI
LABOR MANAGEMENT COMMITTEE

The Police Chief will head a committee, which will meet at least once every three (3) months. The Committee will consist of six (6) members as follows:

A. Police Chief.

B. One (1) member of the law enforcement department management, selected by the Police Chief.

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:

   (a) Safety and health,

   (b) Rules and regulations,

   (c) Training,

   (d) Other topics of mutual concern.

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

ARTICLE XXVII
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 XXVIII
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 any 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 XXIX
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 XXX
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 XXXI
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 $2,500.00 per employee per year with a pool of $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 XXXII
COMPENSATION

A. For the current contract year (October 1, 2010 – September 30, 2011) wages are frozen. There will be no Cost of Living Adjustment and there will be no progression/advancement through the steps for contract year 2010 – 2011.

B. 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 2010 – 2011.

C. 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 current contract year (October 1, 2010 – September 30, 2011)]

D. 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.

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

Evening shift $0.65

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 fifteen percent (15%) 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 $1,500.00 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.

ARTICLE XXXIII
VISION CARE SERVICES

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 XXXIV
INTERNAL INVESTIGATION

The City and the Union agree that internal investigations shall be conducted in accordance with FS. 112.

ARTICLE XXXV

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 XXXVI
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 $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 $4,000.00.

ARTICLE XXXVII

ATTACHMENTS

ARTICLE XXXVIII

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 XXXIX

TERM OF AGREEMENT

This AGREEMENT shall become effective October 1, 2010, and shall remain in full force and effect through September 30, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the _____ day of _____, 2010.

FOR THE CITY OF SATELLITE BEACH, FLORIDA

Joseph Ferrante, Mayor

Michael P. Crotty
City Manager

FOR FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE

FOP Representative
Satellite Beach Police Department

Fraternal Order of Police
Tim Goodwin
Staff Representative

ATTEST:

Barbara Montanaro, CMC
City Clerk

Approved by City Council on January 19, 2011, ~~2010.~~ MPR

Exhibit 1

Fraternal Order of Police

J.W. Dunn Lodge #37 of Brevard
1049 Julia Drive
Melbourne, FL 32935 - 4210
(321) 259-1836

Payroll Deduction Authorization

Complete and sign if you want your dues forwarded to the FOP via payroll deduction.

To: Payroll Department - _____
Agency

I, _____, hereby authorize the _____
(Name) (Agency)

to withhold $_____, per month, for the Fraternal Order of Police Lodge #37

dues, from my paycheck, effective on the date noted below.

Said dues are to be forwarded to the Fraternal Order of Police.

Dues and legal defense payments are to be forwarded to the Fraternal Order of Police J.W. Dunn Lodge #37, 1049 Julia Drive, Melbourne, Florida 32935 - 4210.

*Name printed:*_____ *(last six SSN#)* - _____-_____

*Signature:*_____ *Date*_____

Exhibit 2

2010-2011

SATELLITE BEACH POLICE DEPT.
FOP CONTRACT STEP
For Exhibit in 10/11 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
Officer 1	36,241	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				
Officer 2	34,736	(First year; eligible for Officer 1 at end of probationary one year.)																						
Hourly Rate	16.70																							
Sergeant	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					
Staff Sgt / Lt.	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									
Dispatcher	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				
Comm Super. & Records/Evi	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	
PT Comm																								
Hourly Rate	13.98																							
Comm Trainee																								
Hourly Rate	12.42																							

All Salaries / Wages are frozen for 2010-2011. Salaries for 2010-2011 for all employees shall be the salaries and wages in effect as of September 30, 2010. For the current contract year (October 1, 2010 - September 30, 2011), there will be no progression / advancement through the steps.