

**AGREEMENT**

**BETWEEN**

**CITY OF PALM BAY, FLORIDA**

**AND**

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

**POLICE OFFICER'S UNIT**

October 1, ~~2021~~2024 – September 30,  
20242027

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## **Preamble**

This agreement is entered into by and between the City of Palm Bay, Florida (the City) and the Fraternal Order of Police Florida State Lodge (the FOP), for the purposes of promoting harmonious relations between the City and its employees, to establish an orderly and prompt procedure for the resolution of grievances, to ensure continuation of normal activities and department operations, and to set forth the full agreement between the parties concerning wages, hours of work, and other terms and conditions of employment.

The City and the individual members of the FOP are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all public and personal conduct in order that they may merit the respect and confidence of the general public.

The City and the FOP agree not to discriminate against any employee on the basis of race, creed, color, sex, religion, marital status, age, national origin, union membership, or political affiliation.

## **Article 1: Recognition**

- 1.1 The City recognizes the Fraternal Order of Police as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and other terms and conditions of employment for the Officers' bargaining unit. As recognized by the Public Employee Relations Commission (PERC) certification number 1152 (12-6-96).

Included: Patrol Officer

Excluded: Chief of Police, Deputy Chief, Commanders, Lieutenant, Sergeant, Officers within the bureau of standards and training who conduct "internal affairs" type investigations of their fellow officers and all other employees of the City of Palm Bay.

## **Article 2: No Strike**

- 2.1 Neither the FOP nor its officers, agents, or any employees covered by this agreement will instigate, promote, sponsor, engage in, or condone any strike, slow-down, concerted stoppage of work, work stoppage picketing, or intentional interruption of the operations of the City during the term of this agreement, regardless of the reason for doing so.

- 2.1.1 Upon occurrence of a wildcat strike which is neither authorized nor ratified by the FOP, the provisions of this agreement shall cease to apply to any and all striking members and those acting in concert herewith, but shall remain in force as to all non-striking members.

- 2.2 In the event a dispute exists between the City and the FOP as to whether concerted activity by members constitutes a strike within the meaning of this article, the provisions of paragraph 2.2 shall be held in abeyance until PERC or a court of competent jurisdiction determines that a strike has taken place or is about to take place.

The City shall have the right to discharge or otherwise discipline for cause any or all members who violate the provisions of this article, as provided by Chapter 447, Part II, Florida Statutes.

### **Article 3: Duration and Term of Agreement**

- 3.1 This Agreement, upon ratification by both parties, constitutes the complete and entire Agreement between the parties, and concludes mandatory collective bargaining for its terms, except as provided herein.
- 3.2 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement.
- 3.3 Either party, upon written notice to the other, may request that negotiations be reopened at any time concerning article(s) of the Agreement or addition(s) to the Agreement. Said written notice shall state the reason(s) for reopening and shall not affect the remainder of this Agreement. The party receiving notice shall have the right of refusal with no consequences to this Agreement.
- 3.4 If, after a reasonable period of negotiation concerning the reopened item(s), an agreement cannot be reached between the City and the FOP, the item shall be closed.
- 3.5 Except as otherwise provided, this Agreement shall take effect October 1, ~~2021~~2024, upon the ratification by both parties and shall continue in full force and effect until September 30, ~~2024~~2027.

### **ARTICLE 4: Severability Clause**

- 4.1 If any article or section of this agreement is finally declared invalid, unlawful, or unenforceable by reason of any existing or subsequently enacted legislation or as a result of judicial decree, all other articles and sections of the agreement shall remain in full force and effect for the duration of the agreement.
- 4.2 In the event of invalidation of any article or section, both the City and the FOP agree to meet, upon the request of either party, for the purpose of renegotiating the invalidated article or section.

### **ARTICLE 5: FOP REPRESENTATION**

- 5.1 The FOP shall supply the City a list of five official FOP representatives. The City and the FOP agree that only those representatives listed shall have the authority to speak on behalf of the FOP and its membership. In addition to the five official FOP representatives, the State FOP Representative has the authority to speak on behalf of the FOP.

- 5.2 FOP representatives shall be permitted to communicate during working hours with bargaining unit members concerning FOP business provided that such communications do not interfere with or hinder the performance of duty by the members involved.
- 5.3 With the approval of the Chief of Police or designee, FOP representatives may be released from duty for the purposes of attendance at employee grievance hearings, negotiations, or labor management meetings. No more than a total combination of five representatives from the three labor units shall be released from duty at any one time. Member representatives should be prepared to respond in the event of an emergency situation. Such released duty shall be paid at straight time rates and shall not be considered hours worked for purposes of overtime calculation.
- 5.3.1 Representatives attending, grievance hearings, negotiation sessions, internal investigations, or labor management communication meetings not on duty shall receive time off on a one-to-one basis for those hours. The time will be recorded as compensatory time at straight time hours, if the representative is unable to take the time off during the effected pay period. Time off to be taken with approval of the supervisor.
- 5.3.2 Both parties agree to the creation of a FOP Time Pool. Upon written notification by the FOP President, the City shall transfer up to three (3) hours from each dues paying bargaining unit member's vacation leave into the FOP Time Pool up to two times each fiscal year. The total deducted time shall not exceed 3 hours each fiscal year. Time pool hours may be drawn at the written discretion of the FOP President or designee in increments of at least one (1) hour. Any time donated to the time pool cannot be returned to the donator.
- 5.3.3 Charges against the FOP time pool will be kept by the Paymaster and the FOP. An FOP representative may be granted pool time to attend public budget hearings, City Council meetings, investigations of grievances, preparation for negotiations, or resolution of impasse before the City Council. The time pool may also be used by the FOP to attend National Conferences of the Fraternal Order of Police, State Board Meetings of the Fraternal Order of Police, available training seminars, and training courses offered by various sources.
- 5.3.4 The FOP and the City agree that this time pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the Chief of Police or designee. Should the FOP time pool become depleted, anyone engaging in FOP activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in this Agreement.
- 5.4 Upon request, the City agrees to furnish the FOP with a current copy of any changes in the name, step and/or grade of the members within the bargaining unit.
- 5.5 Upon request, the City will furnish the FOP with a current copy of all written orders and regulations, including police department rules and regulations, policies and procedures,

supervisory directives, memorandum, and special orders that do or could affect bargaining unit members.

- 5.6 The City agrees that periodic meetings, mutually agreed upon, between FOP representatives, the Chief of Police or designee, and the Human Resources Director or Human Resources Director's designee will be held to discuss problems and objectives of mutual concern involving the implementation and administration of this agreement.

## **Article 6: Indemnification**

- 6.1 When the City may legally do so, the City shall furnish to members covered by this agreement adequate liability insurance and/or benefit of legal defense in accordance with section 768.28(5) and (9), Florida Statutes.

## **Article 7: Dues Deduction**

- 7.1 Any member of the FOP who has submitted through the FOP to the City, a properly executed written dues deduction authorization to the Human Resources Director or designee may have his membership dues in the FOP deducted from his pay. Dues shall be deducted once each month and shall be transmitted in the name of the FOP. By October 1 of each year the FOP will pay a combined total annual lump sum charge of one hundred thirty (\$130.00) dollars for the three labor units for this service. It shall be the responsibility of the FOP to notify the Human Resources Director or designee of any change in the amount of dues to be deducted, at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct FOP fines, penalties, or special assessments from the pay of any member. An employee may revoke in writing his authorization for dues deduction at any time by sending a request to the FOP who will forward a copy to Human Resources Department. Dues will be deducted until such time as the City receives and can notify payroll of such authorization.
- 7.2 The FOP agrees to indemnify and hold harmless the City, its agents, employees, and officials from and against any claims, demands, damages, or causes of action (including, but not limited to claims, etc., based upon clerical or accounting errors caused by negligence), of any nature whatsoever, asserted by any person, firm or entity, based on or related to payroll deduction of FOP dues. The FOP agrees to defend, at its sole expense, any such claims against the City or its agents, employees, and officials. The term officials shall include elected and appointed officials.
- 7.3 Upon request, the City will send the FOP President a current list of all dues paying members.

## **Article 8: Entry Level Officers**

- 8.1 The City at its discretion may place a returning police officer in the salary system at a level no higher than that which the employee obtained at the time the employee left city service.

However, said placement will only apply for an employee who returns to city service within one year of resignation.

8.2 Entry level officers shall be equipped with uniforms and necessary safety equipment prior to entering Phase 1 of the Field Training and Evaluation Program.

8.3 Entry level police officers, with previous sworn law enforcement experience, at the discretion of the Chief of Police, may be placed in the pay plan in a step beyond "P01", allowing for one step for each year of their previous sworn law enforcement experience, not to exceed step "P04". Placement in a step beyond PO1 will not affect seniority, time accrual for the promotional process, or pension plan benefits; in all such cases, the new hire shall be treated as a PO1 for purposes of seniority, time accrual for the promotional process, and pension plan benefits.

## **Article 9: Probationary Period**

9.1 A newly hired police officer who is already certified under Section 943.14, Florida Statutes, shall remain in a probationary status for twelve (12) months of active duty (no leave of absence or light duty) from the date of his or her initial hiring by the Employer. A new officer who is not certified under Section 943.14 remains in a probationary status for 12 months following the date of his or her certification. During the probationary year, the employee must successfully complete the Field Training and Evaluation Program. A probationary officer shall not be entitled to any seniority, tenure or right to file a grievance related to termination. During Field Training, a probationary officer shall be subject to all other terms and conditions of this Agreement.

9.2 In instances where a probationary officer is on light duty or uses leave without pay, the probationary period will be extended until the probationary officer completes twelve (12) months of active duty. Upon completion of the probationary period, the probationary officer shall be known as a full-time employee. Seniority rights shall accrue from the commencement of the probationary period and shall be considered a part of the employee's time.

9.3 All probationary employees are subject to evaluation in accordance with the current Field Training and Evaluation Program.

9.4 In the event that the Chief of Police or his designee, determines that an extension of the probationary period is necessary because of an employee's failure to complete probation successfully, the probationary period may be extended for a period not to exceed six (6) months, with the consent of the employee and the approval of the Police Chief. In the event the employee refuses to consent to an extension of his or her probationary period, the employee shall be terminated.

## **Article 10: Seniority**

- 10.1 Definition - Seniority is the uninterrupted length of service since the most recent date of hire as a sworn police officer. The lower of the last 4 digits of the employee's social security number shall be used when two or more employees have the same date of hire.
- 10.2 Accrual - A member accrues seniority during all periods of approved leave with pay. A member accrues seniority during periods of unpaid leave, which do not exceed thirty (30) consecutive calendar days in duration. Seniority accrual is suspended on a member's 31st day of unpaid leave and remains suspended until the date of his/her return to duty. Upon completion of their probationary period, employees shall accrue seniority based on their most recent date of hire as a sworn police officer.
- 10.3 Seniority shall be one of the factors considered for promotional purposes, vehicles, school requests, vacation requests, and shift bids. The City and the FOP recognize that in most situations the new marked vehicles will go to the Patrol Division first.
- 10.4 Members shall lose seniority, subject to the provisions found herein, as a result of termination, retirement, resignation, leave without pay beyond thirty (30) days, and/or layoff period.

## **Article 11: Voting**

- 11.1 During all political elections, a member whose entire election day work period falls between the hours of 7:00 a.m. and 7:00 p.m., may, at the discretion of his supervisor, be granted sufficient time without loss of pay for the purpose of voting, provided the member is registered and eligible to vote.

## **Article 12: Publications**

- 12.1 The City agrees to furnish two (2) original executed copies and an electronic copy of this agreement to the President of the FOP at no charge.
- 12.2 Electronic copies of the City of Palm Bay Annual Budget and the City of Palm Bay Comprehensive Annual Financial Report are available on the City's website and updated each year.

## **Article 13: Bulletin Boards**

- 13.1 The City agrees to allow the FOP the exclusive use of one bulletin board in each Police Department facility. No scurrilous, defamatory, or otherwise objectionable material shall be posted.
- 13.2 The FOP shall be allowed to distribute literature and materials to bargaining unit members through employee distribution boxes. No scurrilous, defamatory, or otherwise objectionable material shall be distributed.

- 13.3 Any matter posted on the bulletin board or placed for distribution which, in the discretion of the City contravenes this article may be removed with notice to the FOP. Any material removed by the City or its agent shall be given to the FOP with an explanation for its removal.

### **Article 14: Community Center Privileges**

Use of the Community Center for physical fitness purposes will be afforded certified police officers at no cost except for racquetball court fees.

### **Article 15: Residency**

- 15.1 Bargaining unit members are not required to reside in the City of Palm Bay.

### **Article 16: Assignment of Vehicles**

- 16.1 Unit members shall be assigned vehicles for use while on duty at the discretion of the Chief of Police or his designee. No employee shall have a vested right to the use of any vehicle for duty purposes.
- 16.2 Utilization of assigned vehicles shall be as directed by the Chief of Police or his designee. No employee shall operate an assigned Department owned vehicle outside the city limits of Palm Bay except in accordance with Department regulations. No employee shall take his or her assigned duty vehicle to his or her residence without authorization from the Chief of Police or his/her designee.
- 16.3 Members who live outside the city limits and given authorization to take a vehicle home will only use their assigned vehicle for travel to and from job related activities.
- 16.4 Members while on-call shall be permitted to utilize their department assigned vehicle off duty not more than 35 miles distance from Police headquarters as defined by the use of Google Maps using 130 Malabar Rd. Family members are not permitted to travel with the member in these instances.

### **Article 17: Use of Personal Vehicles**

- 17.1 The City will make every effort to see that members will not normally be required to use their private vehicles in the performance of assigned duties.
- 17.2 Where a member is required to use his/her personal vehicle for the performance of assigned duty, the order will be placed in writing. The City will pay mileage at a rate in accordance with City policy or applicable Florida Statute, whichever is higher.

## **Article 18: Employer's Rights**

- 18.1 The FOP recognizes the prerogative of the City, except as expressly abridged by any provision of this Agreement, to exercise exclusively all of the normal and inherent rights of management with respect to the Police Department, including but not limited to, the right to determine the purpose of its constituent divisions, to set standards of service, and to exercise control and discretion over its organization and operations to ensure efficiency. It is also the right of the City to direct its sworn police employees, to take disciplinary action for proper cause, and to relieve its sworn police employees from duty, provided in so doing the provisions of this agreement are not violated.
- 18.2 The City reserves the right:
- 18.2.1 To select and direct the work force in accordance with requirements determined by management.
  - 18.2.2 To establish and change work schedules and assignments, and to determine the number of days constituting a work period for members.
  - 18.2.3 To assign and distribute available overtime work and to change work schedules in order to minimize overtime work.
  - 18.2.4 To make and enforce standards of quality and quantity of work to be performed.
  - 18.2.5 To make and change reasonable rules and regulations and to determine disciplinary action for the failure to obey such rules and regulations.
  - 18.2.6 To determine job content.
  - 18.2.7 To make and enforce safety rules.
  - 18.2.8 To transfer and promote members.
  - 18.2.9 To determine the size and composition of the work force.
  - 18.2.10 To lay off members for lack of work or other legitimate reasons, and to determine "lack of work."
  - 18.2.11 To transfer, subcontract, and eliminate work.
  - 18.2.12 To regulate, control, change, or eliminate existing work procedures or equipment utilized for duty purposes.
  - 18.2.13 To determine procedures which will be observed in exercising any authority under this article and to make appropriate arrangements in accordance with

applicable law for unit members adversely effected by the exercise of any authority reserved to the City.

- 18.2.14 To suspend, discharge, demote, or otherwise discipline members for proper cause.
- 18.3 The exercise of management rights shall not preclude members or their representatives from raising grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of this collective bargaining agreement.
- 18.4 Whenever it is determined by the City Manager that Civil Emergency conditions exist, including but not limited to, riots, civil disorders, severe weather conditions, or similar catastrophes, or when such conditions can reasonably be determined to be imminent, the work week and notification provisions of this Agreement shall be suspended by the City Manager during the time of the declared emergency.
- 18.4.1 The parties have agreed to this provision so that in anticipation of a specific emergency, and for the duration of emergency conditions, the City can assign staff to prepare, respond, and recover from the emergency and its aftermath without having to follow notification and other similar administrative procedures.

## **Article 19: Prevailing Rights**

- 19.1 Unless otherwise provided in this agreement, wages, hours, and other terms and conditions of employment in effect on the effective day of this agreement shall be maintained during the term of this agreement.

## **Article 20: Work Rules**

- 20.1 Members shall be required to observe and comply with adopted regulations governing their employment as set forth in departmental procedures, administrative procedures, Personnel ~~Rules and Regulations~~Policies, City Administrative Codes, and such special and general orders and written communications which are not in conflict with any federal, state, county, or municipal laws, or with this agreement. The above regulations will be provided in electronic format where available.
- 20.2 Members shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Chief of Police or his designee. Rule and regulation changes will be posted a minimum of fourteen (14) calendar days before implementation.
- 20.3 Once ~~overtime~~ payroll ~~paperwork~~ has been signed and submitted by the member's Division/Watch Commander, no changes will be made to payroll~~the paperwork~~ unless the member has been contacted.

- 20.4 If an error in payment is made to an individual member, the City agrees to make the proper adjustments and remedy the payment to the member by the next pay period.

## **Article 21: Work Period**

- 21.1 The normal work period shall consist of fourteen (14) consecutive days beginning at 0001 hours on the first day of the period and ending at 2400 hours on the 14th consecutive day following.
- 21.2 The City shall post anticipated work schedules covering shift assignments annually. The City and the FOP recognize that, due to the Department's need for flexibility in the deployment of its personnel, such anticipated schedules are advisory and may be changed consistent with Articles 21.2.1 and 21.2.2.
- 21.2.1 No member shall be required to work a split shift. Except under exigent circumstances, when an employee is assigned to a different shift schedule as a result of shift rotation or assignment to a different unit, the member shall be entitled to at least eight (8) hours off-duty before being required to resume work. Split shift is defined as working two (2) periods separated by more than two hours in one (1) day.
- 21.2.2 The City will not split days off within the same work period unless the member agrees to do so.
- 21.3 The process for submitting shift bids shall be announced on November 1 of each year. Bids will be accepted until November 15. The results of shift bids will be posted on or before December 1 and transfers will be implemented at the start of the second pay period in January. Members shall have shift bid preference based on seniority. Members will be bidding on hours of work period only and will have no input on zone or supervisory assignment. Should a position become eliminated by the City, the involved member(s) may invoke shift bid based on seniority at the time of transfer consistent with 21.8.
- 21.4 The City shall make every effort to provide a program of in-service training for members in the bargaining unit designated to maintain a high standard of performance and to increase the skills of members in the bargaining unit.
- 21.5 A member can only transfer from one specialty unit to another specialty unit one time before returning to patrol for eighteen months. Temporary assignments of less than ninety (90) days are excluded. After completing an eighteen-month assignment in patrol, the member will again be eligible for assignment to any specialty unit. If a position is eliminated, it will not be considered as a transfer. If a new unit is developed, the City and the FOP will meet to determine whether or not it will be considered a specialty unit. The Chief of Police can authorize an exception to specialty unit limitation.
- 21.6 The Chief of Police or designee may grant the request of any two (2) members to exchange days off providing this exchange does not require the City to pay any additional premium

or overtime pay. The exchanging members must be of the same rank and the same duty function.

- 21.7 Except as required by operational necessity, members working a shift schedule greater than ten (10) hours shall receive three (3) fifteen (15) minute breaks and one (1) thirty-minute paid meal period. Members assigned to an eight (8) or ten (10) hour shift schedule shall receive two (2) fifteen (15) minute breaks plus one (1) thirty (30) minute paid meal period during each shift.
- 21.8 The City agrees to give members fourteen (14) calendar days' notice of work and shift changes.
- 21.9 The City and the FOP both recognize that deviation from existing shift schedules shall not be arbitrary but shall be based on legitimate staffing needs or workload requirements. The City does not waive its right to determine work schedules.

## **Article 22: Disability Insurance**

- 22.1 The parties recognize that the City currently provides optional short term and mandatory long term disability insurance coverage to unit members.
- 22.2 In the event that any disability insurance policy is canceled by its existing carrier, the City agrees to request RFP's (Request for Proposals) for replacement coverage within thirty (30) days of its receipt of the notice of cancellation. The City agrees that it will not voluntarily discontinue disability coverage during the term of this agreement.
- 22.3 The City agrees to attempt to provide an equivalent level of benefits to those currently provided in the event there is a change in the carrier, for the term of this agreement.

## **Article 23: Job Connected Disability**

- 23.1 Any full-time member covered by this agreement who sustains a temporary disability as a result of and arising out of employment by the City, shall, in addition to the benefits payable under the Workers' Compensation Law of the State of Florida, be entitled to the following:
  - 23.1.1 During the first 80 working hours of such disability, the member shall receive net supplemental pay based upon his/her net take home pay reduced by the Workers' Compensation indemnity payment.
- 23.2 Any such member injured may be required by the City to be reexamined as provided for by Florida Statute by a medical doctor, specified and provided by the City, who shall determine the member's condition and fitness for full or partial return to duty.
- 23.3 In the event a member fails to return to duty due to a disagreement between medical doctors for the member and the City, the dispute shall be resolved as outlined in Florida State Statute 440.134 and the Workers Compensation Managed Care Grievance Procedure.

- 23.4 If a member, due to an on-the-job-injury, is temporarily or partially disabled from performing the duties of his/her classification but is determined to be able to perform "light duty", the member may be required to return to such duty or suffer loss of the job-connected disability leave supplemental benefits. Assignment to "light duty" shall be considered a temporary assignment, without reduction in pay. Such reassignment shall be to other duties commensurate with medical and mental fitness, availability of suitable work, and his/her qualifications for the position.
- 23.4.1 The Employer agrees that any member injured on the job shall be paid for that entire workday. Whenever the member is on duty, any time spent receiving medical care for an on-the-job injury shall be paid as time worked. The member shall submit a written doctor's note verifying the date and time of the doctor's visit. If a whole day is used due to a doctor's visit, then the City agrees to pay for the full day.
- 23.5 No member will be entitled to job-connected disability leave with the herein described benefits where an injury has been determined to have been the result of intentional self-infliction or where the disability or illness continues as a result of the member's failure to cooperate with the medical advice or corrective therapy.
- 23.6 Whenever a member is out on non-controverted job-related disability leave, the City agrees to compensate the member at a rate of pay that the member would normally be entitled to regardless of the timeliness of payment to the City from the insurance company.
- 23.7 When receiving Workers' Compensation benefits, employees shall be entitled to all benefits as described in this contract except that any member receiving Acting Supervisory Pay under Article 43 shall not be eligible to receive that benefit.

## **Article 24: Critical Incident Stress Management**

- 24.1 The City of Palm Bay and the Fraternal Order of Police agree that the Police Department Standard Operating Procedure entitled "Critical Incident Stress Debriefing Team Policy" and the Peer Support Team shall be the established method of dealing with critical incidents experienced by members and no member shall be required to participate in these programs.

## **Article 25 Reserved for Future Use**

## **Article 26: Safety and Health**

- 26.1 If a member, while carrying out his/her duties feels they have been exposed to a contagious disease and they wish to be tested and/or receive treatment they must complete the City/department Exposure Form and Workers' Compensation Notice of Injury Form within three (3) working days of the exposure incident or date they are notified of the exposure. The City agrees to pay the expense for inoculation and immunization for the Officer and members of the Officer's family given by a physician designated by the City. If access to

a City-designated physician takes longer than three (3) working days from the date the employee reports the exposure, the City agrees to reimburse members of the Officer's family covered by one of the City's insurance programs any co-payment required for inoculation and/or immunization required due to the exposure to a contagious disease as a result of the member carrying out his/her duties. The member shall present to the City documentation and verification of any cost incurred. If the employee receives treatment for such exposure, the employee is required to complete the entire treatment plan prescribed by the City's physician. If the employee fails to complete the entire treatment plan, the employee is barred from holding the City responsible for said exposure.

- 26.2 Any member who believes that he or she is being required to work under unsafe conditions which present a danger to member health or safety may present a written complaint concerning the situation through the chain of command, to the Chief of Police, or his designee, after first discussing the matter with his or her immediate supervisor. If the complaint is not resolved by the Chief, and if the condition complained of poses immediate and fundamental threat to member health and safety, a grievance may be filed pursuant to Article 29.
- 26.3 Both parties agree that body armor issued to members shall be made of original materials that are consistent with industry standards. Body armor purchased for members shall not be made or composed of, in part or in whole, of recycled material(s). Body armor purchased for members shall be Threat Level II or higher as defined by the National Institute of Justice (NIJ).
- 26.4 All mandated equipment issued to members shall be visually inspected by the Chief of Police or designee annually. Body armor shall be replaced after five (5) years of use.
- 26.5 Whenever a bargaining unit member determines that a vehicle or other equipment is unsafe and, therefore, unfit for service because it is a hazard to himself or to the public, or it would be unlawful to operate the vehicle, he shall immediately inform his supervisor. If the supervisor concurs, the unsafe vehicle or equipment shall not be used until the problem has been rectified and inspected.
- 26.6 The City agrees to pay the cost of a thorough physical examination for all bargaining unit members who volunteer to participate as outlined in 26.69.1 and 26.69.2. The City shall determine the nature and extent of said physical examination, which shall at least include an optional chest X-ray, blood pressure check, blood work-up, tuberculosis test, HIV test, and audio screen test. Such physical examinations may include drug screening as part of a urinalysis test given, however, the test to be used shall be the industrial toxicology with testing parameters being those identified by the State of Florida Bureau of Workers' Compensation.

The examination shall consist of:

1. Medical History;
2. Complete Physical Examination;
3. Complete Urinalysis;

4. Audiogram;
5. Vision Testing;
6. HIV;
7. ECG;
8. Blood Pressure;
9. Pulse Rate;
10. Blood Test (CB and Chem 24);
11. TB

Optional items:

1. Chest X-ray;
2. Mammogram (for females age 40 years or older);
3. Colo Rectal Screening (for males age 40 years or older).

26.6.1 Each member under the age of forty (40) shall have the option to undergo a thorough physical examination, performed by a licensed physician designated by the City at the City's expense, once every three (3) years.

26.6.2 Each member forty (40) or older shall have the option to undergo a thorough physical examination, performed by a licensed physician designated by the City at the City's expense, once every two (2) years.

26.6.3 All test results from said physical, and all medical reports, as provided for under Florida Law, shall remain confidential and not subject to public release. Medical and physical records shall be maintained by the City in a file separate from the member's personnel file.

26.7 The City may require a member to undergo a physical or mental examination, at the City's expense, whenever there is a reasonable belief, based on fact, that the member's fitness for duty is in question.

26.18 To make every reasonable effort to provide a safe workplace, the City and the FOP recognize and accept the Drug Free Workplace Policy for the City of Palm Bay. See Article 54, Alcohol and Substance Abuse Policy and Testing.

26.9 Each member shall have the option to receive one eye examination, each year, from an ophthalmologist or optometrist selected and provided by the City. If said employee is a participant in the City's Vision program, the member shall submit the examination to the vision program and the City will pay the deductible portion of the eye examination.

## **Article 27: Health Insurance**

27.1 Members of the Bargaining Unit, covered retirees, and eligible dependents may participate in the City's group health insurance plan as implemented annually including, but not limited to contribution rates. Changes to the existing health insurance plan not set forth herein, including but not limited to premiums, contribution rates, deductibles, co-

payments, prescription drug costs, shall be subject to impact bargaining. The City shall provide the FOP at least 30 days' notice and opportunity to impact bargain any such changes.

27.2 The Plan of Benefits is separated into benefits called core benefits and those called Cafeteria Plan benefits. The Core levels of benefits are:

1. Individual Employee Health
2. Basic Employee Life/AD&D
3. Basic Long Term Disability

Cafeteria benefits are elective. Any increases in premiums to the Cafeteria Plan benefits during the term of this agreement, shall be paid by the Employee. Cafeteria Plan level benefits are:

1. Employee Dental
2. Dependent Dental
3. Short Term Disability
4. Supplemental Employee Life
5. Dependent Life
6. Employee Vision
7. Dependent Health
8. Supplemental Dependent Life
9. Dependent Vision

27.3 The 202~~25~~-202~~47~~ Plan Year table below will reflect the contributions of the member.

	Plan Year 202 <del>52</del>		Plan Year 202 <del>63</del>		Plan Year 202 <del>74</del>	
	City %	Employee %	City %	Employee %	City %	Employee %
<b>HDHP Plan</b>						
Employee Only	100%	0%	100%	0%	100%	0%
Employee + Spouse	82%	18%	82%	18%	82%	18%
Employee + Child(ren)	82%	18%	82%	18%	82%	18%
Employee + Family	85%	15%	85%	15%	85%	15%
<b>OAPIN PLAN</b>						
Employee Only	<del>100</del> 92%	<del>0</del> 8%	<del>100</del> 92%	<del>0</del> 8%	<del>100</del> 92%	<del>0</del> 8%
Employee + Spouse	84%	16%	84%	16%	84%	16%

Employee + Child(ren)	84%	16%	84%	16%	84%	16%
Employee + Family	86%	14%	86%	14%	86%	14%
<b>OAP PLAN</b>	<b>City %</b>	<b>Employee %</b>	<b>City %</b>	<b>Employee %</b>	<b>City %</b>	<b>Employee %</b>
Employee Only	92 <del>3</del> %	87 <del>7</del> %	92%	8%	92%	8%
Employee + Spouse	82%	18%	82%	18%	82%	18%
Employee + Child(ren)	82%	18%	82%	18%	82%	18%
Employee + Family	85%	15%	85%	15%	85%	15%

27.4 Cafeteria benefits are at the option of the member. The City will contribute \$13.74 per month per member toward cafeteria benefits or \$23.66 per month per member toward cafeteria benefits for members with dependents.

27.5 Core Benefits and cafeteria plan benefits are effective the first of the month after sixty (60) days from the date of hire.

27.6 The City and the Union will continue to participate in an insurance Committee for the purpose of monitoring the financial integrity of the Insurance plan and to advise the city's Human Resources Director (or designee) as to the insurance needs of its unit members. One (1) representative of this Association shall be a member of the Committee. A representative of the Human Resources Department shall also be a member of the Committee. This Committee shall meet when necessary. The Committee shall submit a report to the Human Resources Director after said meeting, including any recommended action(s) necessary to limit the cost of the plan.

27.7 The employee premiums in the chart above (27.3) will be in place for the 202~~25~~-2024~~7~~ insurance plan years. A re-opener will be utilized if necessitated by insurance cost increases greater than 7%. Recognizing that the costs associated with the health industry are volatile, the City and the Union agree to meet to negotiate the impact of any changes to plan benefits and contributions to be effective any benefit year, in accordance to Section 27.1 above.

## Article 28: Disciplinary Action

### 28.1 Policy

A. The Department shall maintain procedures to implement discipline in cases where an employee is negligent in his duties or engages in misconduct. Counseling techniques should be used when possible to train or guide employees. The imposition of discipline becomes necessary when such counseling fails to rectify improper action, or the employee is deemed to have committed a serious violation of Departmental rules, regulations, procedures or any applicable State Statute. The Disciplinary Matrix has

been established to assist the Chief of Police in ensuring that discipline is fundamentally fair and applied uniformly.

- B. Discipline is designed to be progressive in nature. Generally, the minimal amount of discipline necessary to achieve the desired change in performance or behavior shall be used. The Department will insure that a copy of all policies, directives, rules and procedures, including rules of conduct and appearance, be provided to each employee.
- C. Written records of discipline shall be governed by the Florida Public Records Law (Chapter 119, Florida Statutes) and retention schedules as specified by the State of Florida. Pursuant to Public Records Law, completed and closed case may be reviewed by the public and media upon request. Copies may be obtained upon request and receipt of payment of applicable fees.

28.1.1 Discipline – The loss of accrued time, suspension without compensation, demotion in rank or termination.

28.1.2 Forms of Disciplinary/Corrective Action

- A. Training (Remedial/Education) - If it is determined that infractions or poor work quality are the result of lack of knowledge of procedures or policy, training may be requested through the Division Commander to the Training Unit. The purpose of additional training is to assist the employee in correcting and improving their performance level. Training may be conducted during reasonable hours, on Department time, under a Field Training Officer or the Supervisor. If necessary, the employee may be assigned specific remedial training through the Training Unit. Training may be given in addition to other types of disciplinary actions.
  - 1. If for any reason, an employee fails to attend or complete the remedial training in a satisfactory manner, the appropriate Division Commander shall be notified. Any recommendations for training shall be placed in the employee's personnel file.
- B. Verbal/Personnel Log Entry/Counseling - The purpose of counseling is to allow the supervisor to bring to the employee's attention the need to improve their performance, work habits, behavior, or attitude and to serve as a warning against further repetition of the unsatisfactory conduct. The supervisor should utilize the occasion to identify and define the area needing improvement and inform the employee as to how much improvement can be realistically achieved. The counseled employee shall sign the log entry if applicable.
- C. Letter of Counseling - In a situation where counseling has not resulted in the expected improvement, or when an employee commits a more serious offense, a written counseling shall be given to the employee. This shall include a complete description of the incident(s) of misconduct, and refer to specific times, dates, and locations, personnel involved, and rules violated.

1. A copy of the written counseling shall be given to the employee, and the original filed in the Internal Affairs Unit.
- D. Suspension/Forfeiture of Time - Suspension is the temporary removal from duty for major offenses, unfitness for duty, or for a continuation of a problem previously dealt with by written counseling or by a Relieved from Duty.
1. in the event offenses are continued or repeated and the employee has already received oral or written counseling, or if the nature of the offense is relatively serious, the employee may be suspended for a specific period of time.
  2. Recognizing the burden the loss of an employee's presence on the job creates, suspensions may take the form of loss of accrued leave from the employee's vacation leave account. The suspension assigned shall be based on the nature of the offense according to the disciplinary matrix, past performance by the employee, number of previous incidents, and the likelihood of improvement on the part of the employee based on previous disciplinary problems.
  3. All incidents of suspension shall be documented in a letter signed by the Chief of Police, with a copy given to the suspended employee and the original placed in the employee's personnel file.
  4. Such suspension shall be without pay, and, if for more than one day, shall be issued on a consecutive working day basis or on a schedule deemed appropriate by the department. It should also be noted that permission for the employee to engage in off-duty police employment will be temporarily withdrawn for the duration of said suspension.
  5. The Chief of Police, with approval of the City Manager, may suspend an employee with pay during an investigation when allegations are serious enough to, if sustained, warrant an extended suspension, dismissal, or demotion.
  6. For definition purposes, a day of suspension/loss of leave shall be equal to eight (8) consecutive hours.
    - (a) If an employee's schedule is other than an eight (8) hour schedule, suspension shall be based upon Operational necessity.
- E. Demotion - In cases where the only alternative to demotion would be dismissal from the Department, and the Chief of Police deems it is in the best interest of the Department, such demotion may be utilized as a means of retaining the employee.
1. Any such demotions shall be documented and a copy placed in the employee's personnel file indefinitely.

2. A voluntary demotion shall be so designated and shall not be deemed a disciplinary action.
- F. Termination - Termination is the permanent discharge from employment, for cause. The City Manager is the only person authorized to terminate employees. For continued series of minor offenses, repetition of more serious offenses, or the first occurrence of a serious offense, an employee may be dismissed from the Department. At the sole discretion of the Chief of Police, with the mutual agreement of the affected employee and the F.O.P. (if applicable), a Last Chance Agreement may be offered. (The dismissal of non-sworn Probationary employees shall be according to City policy, Rule VII, Sect. 8, "Dismissal During Probationary Period").
1. If the employee's alleged conduct is serious enough to warrant dismissal, the employee may be placed on suspension, with or without pay, pending the outcome of the investigation.
  2. A dismissed employee's file shall be retained by The Human Resources Department according to State requirements for retention of records, based on the time frame for maintenance of all employee files.
  3. A permanent employee dismissed shall receive the following:
    - (a) A written reason for the dismissal
    - (b) The effective date of the dismissal
    - (c) A statement of the status of fringe and retirement benefits after dismissal

### 28.1.3 Levels of Violations

#### A. Level 1

1. Description
  - (a) First occurrence of minor violations
  - (b) Repeated or similar misconduct within 12 consecutive months enhances the third violation to Level 2
  - (c) Combination of any three (3) Level 1 violations within 12 consecutive months enhances the third violation to Level 2.
2. Corrective Action Options - Non-disciplinary
  - (a) Remedial training and/or
  - (b) Education and/or

- (c) Verbal Counseling and/or
- (d) Personnel Log Entry and/or
- (e) Voluntary restitution and/or
- (f) Psychological Services and/or
- (g) Other non-disciplinary action

## B. Level 2

### 1. Description

- (a) First occurrence of Level 2 violation
- (b) Enhanced violation from Level 1
- (c) Repeated or similar misconduct within 24 consecutive months enhances the third violation to Level 3
- (d) Combination of any three (3) Level 2 violations within 24 consecutive months enhances third violation to Level 3

### 2. Corrective Action Options – Non-disciplinary

- (a) Letter of Counseling

## C. Level 3

### 1. Description

- (a) First occurrence of Level 3 violation
- (b) Enhanced violation from Level 2
- (c) Repeated or similar misconduct within 24 consecutive months enhances the third violation to Level 4
- (d) Combination of any three (3) Level 3 violations within 24 consecutive months enhances the third violation to Level 4

### 2. Discipline Options

- (a) One (1) to four (4) days loss of vacation leave or suspension

#### D. Level 4

##### 1. Description

- (a) First occurrence of Level 4 violation
- (b) Enhanced violation from Level 3
- (c) Repeated or similar misconduct within 24 consecutive months enhances violation to Level 5

##### 2. Discipline Options

- (a) Five (5) to nine (9) days loss of vacation leave or suspension

#### E. Level 5

##### 1. Description

- (a) First occurrence of Level 5 violation
- (b) Enhanced violation from Level 4
- (c) Second Level 4 violation within 24 months

##### 2. Discipline Options

- (a) Ten (10) or more days loss of vacation leave or suspension

#### F. Level 6

##### 1. Description

- (a) First occurrence of Level 6 violation
- (b) Second occurrence of Level 5 violation

##### 2. Discipline Options

- (a) Demotion
- (b) Termination

28.1.4 Responsibilities - The Internal Affairs Unit shall ensure that discipline or non-disciplinary corrective action from a sustained Internal Investigation or Bureau Inquiry, has been administered within limits set forth by policy and contract. Records of corrective action,

disciplinary recommendations and administered discipline shall be maintained and stored in locked file drawers in the Internal Affairs Office.

#### 28.1.5 Procedures for Disciplinary Action

- A. Employee Option - Within three (3) business days of being notified of an investigation into alleged employee misconduct, the effected employee may elect to accept discipline which falls within the established disciplinary/corrective action matrix for the particular violation. The election to accept disciplinary/corrective action by the employee must be in writing and must be accepted by the Chief. The employee may provide a written response commenting on the facts contained in the allegation. This acceptance closes the investigation as Sustained. If the employee elects not to accept the proposed discipline by the Chief, the Chief is not bound to that proposed discipline at the conclusion of the investigation. This acceptance by an employee of discipline forfeits the right to file a grievance.
- B. Chief Review - At the conclusion of an investigation conducted by the Internal Affairs Unit, the investigative report, disciplinary matrix and history of the subject employee shall be forwarded to the Chief for his review.
  - 1. If the findings of the Chief conclude the investigation as Not Sustained, Exonerated or Unfounded, the employee shall be notified in writing and the report shall be filed in the Internal Affairs Unit per Florida Records Retention Schedule.
  - 2. If the findings of the Chief conclude the investigation as Sustained, the following action shall occur:
    - (a) The employee shall be notified in writing within three (3) business days of the conclusion and the Chief's contemplation of discipline per the matrix.
    - (b) The employee shall have three (3) business days to advise in writing the acceptance or denial of the proposed discipline. Failure to respond shall imply the acceptance of the proposed discipline and forfeiture of grievance rights.
    - (c) If the employee accepts the disciplinary recommendation and waives the right to file a grievance, a disciplinary letter of consensus shall be completed and signed by both the employee and the Chief. It shall then be forwarded to the City Human Resources Director and City Manager for their approval. Discipline must be administered within 30 calendar days of H.R. Director and City Manager approval.
    - (d) If the employee refuses to accept the proposed discipline he shall be afforded a pre-determination hearing to be held at both party's earliest convenience. The employee maintains the right to representation per contract. The employee maintains the right to grieve the disciplinary recommendation.

- C. Disposition - At the conclusion of an investigation conducted by an individual outside of the Internal Affairs Unit, the investigative conclusions, disciplinary matrix and history of the subject employee shall be forwarded to the Chief for his review.
1. If the findings of the Chief conclude the investigation as Not Sustained, Exonerated or Unfounded, the employee shall be notified in writing and the report shall be filed in the Internal Affairs Unit per Florida Records Retention Schedule.
  2. If the findings of the Chief conclude the investigation as Sustained, the following action shall occur:
    - (a) If the violation recommends non-disciplinary corrective action, the Division Commander shall be responsible to insure its completion.
    - (b) If the violation recommends discipline it shall be forwarded to the Chief for his approval.
      - The employee shall have three (3) business days to advise in writing the acceptance or denial of the proposed discipline. Failure to respond shall imply the acceptance of the proposed discipline and forfeiture of grievance rights.
      - If the employee accepts the disciplinary recommendation and waives the right to file a grievance, a disciplinary letter of consensus shall be completed and signed by both the employee and the Chief. It shall then be forwarded to the City Human Resources Director and City Manager for their approval. Discipline must be administered within 30 calendar days of H.R. Director and City Manager approval. Failure to administer discipline within the above time frame shall not change the findings of an investigation; however, the administration of that discipline shall be forfeited.
      - If the employee refuses to accept the proposed discipline he shall be afforded a pre-determination hearing to be held at both party's earliest convenience. The employee maintains the right to representation per contract. The employee maintains the right to grieve the disciplinary recommendation.

#### 28.1.6. Appeal of Disciplinary Action

- A. Process - All disciplinary actions are subject to appeal by the affected employee with the exception of those agreed to and signed in a disciplinary letter of consensus.
- B. Human Resources - All disciplinary action grievances shall begin at the Human Resources Director step according to applicable Union contracts (F.O.P. Step 2, N.A.G.E. Step III) and/or City policy (Step 3).

## 28.2 Policy

- A. The integrity of the Department depends upon the personal ethics and discipline of each employee. To a large degree, the public image and trust in the Agency is determined by the quality of the Internal Review function in responding to allegations of misconduct by the Department or its employees.
- B. An appropriate investigation shall be conducted on all complaints, including anonymous, against the Department or its employees. Malicious and deliberately false accusations should be investigated to protect the integrity of the agency or the employees, thereby instilling public confidence. In some cases, the extent of the investigation may be limited to substantiating the falsity of the accusations. The Chief shall retain final authority for filing of criminal charges pertaining to 837 FSS, Perjury.

### 28.2.1 Definitions

- A. Procedural Complaint - Complaints that are a result of a misunderstanding or lack of knowledge of Department Policies, General Orders, Standard Operating Procedures or Florida law on the part of the complainant. These complaints (non-disciplinary) are not required to be documented in an employee's performance log.
- B. Behavior/Conduct Complaint - Complaints that allege misconduct by an employee which is a violation of Department Policies, General Orders Standard Operating Procedures or Florida Law. These complaints are required to be investigated and documented at the appropriate level. Employees are reminded that complaints levied against a law enforcement officer are considered confidential per 112.533 FSS and exempt from the provisions of 119.07 FSS until such time as the investigation becomes inactive due to closure by the Chief or his designee with or without discipline being administered.

### 28.2.2 Accepting Complaints Against Employees

- A. Referral - Whenever possible, persons making a complaint will be referred to the Internal Affairs Unit. If that is not possible they shall be referred to an on-duty supervisor. The supervisor will evaluate the complaint and determine whether the complaint is procedural or behavior/conduct related. If the complaint is procedural, the supervisor shall resolve the complaint with the appropriate information or forward the complaint thru the effected employee's Division Commander/Director to the employee's immediate supervisor. If the complaint is related to employee behavior or conduct which includes an employee's failure to follow accepted procedures, the supervisor shall document such on an Employee Complaint form or provide a form to the complainant to complete. That form shall be forwarded to the Internal Affairs Unit where it will be categorized, managed and maintained as appropriate and authorized in 223.3.
- B. Criminal complaints

1. If the complaint involves a misdemeanor or felony criminal act, the Internal Affairs Unit will be notified and will arrange for the initial case report to be received or initiated.
  2. The follow up on such criminal cases will be assigned at the direction of the Chief of Police
  3. If the employee is under arrest or is likely to be placed under arrest as a result of an investigative interview, he shall be completely informed of all of his rights prior to the commencement of the interview.
- C. Anonymous Complaints - Complaints received by mail or from citizens who wish to remain anonymous or refuse to come in to the station will be referred to the Internal Affairs Unit. In anonymous complaints, preliminary fact-finding shall be completed before an investigation is opened to determine if basic points of the allegations can be confirmed. (i.e., employee was working on date in question, etc.) If no corroborative evidence is obtained the complaint shall be classified as Unfounded.
- D. Other Employees - Complaints by employees alleging misconduct of another employee shall be in writing and shall be sent to the Internal Affairs Unit. The investigating authority will be determined by the category of the complaint.

#### 28.2.3 Classification of Complaints

- A. Internal Investigations (II Cases): Internal Investigations are formal investigations conducted by the Internal Affairs Unit on complaints which allege serious violations of policy regulations, procedures, criminal acts or corruption or consideration of progressive discipline which would result in employee suspension or greater if sustained. If it is possible, a sworn statement from the complainant shall be obtained. Only the Chief or his designee can authorize an Internal Investigation. Internal Investigations shall be completed in accordance with 112 FSS.
- B. Division Inquiries (DI Cases): Division Inquiries are complaints which allege minor violations or improper use of procedure. DIs are informal inquiries conducted by the employee's chain of command and do not involve the administration of discipline greater than a written letter of counseling. Only the Chief or his designee can authorize a DI. Complaints received by employees with different chains of command shall be investigated by an appropriate supervisor of neutral standing. All DIs shall be completed within twenty-one (21) days from the date of inception.

#### 28.2.4 Investigation of Complaints

- A. Internal Investigations

1. Upon the authorization of an Internal Investigation the Internal Affairs Unit shall prepare a file folder which shall contain the original complaint and any copies of reports or other pertinent documentation. It shall also contain an Internal Investigation Checklist. The Internal Affairs unit shall also provide the Chief with the accepted level of discipline according to the Disciplinary Matrix. The Chief shall determine a finite discipline per the Matrix.
2. The investigator shall notify the employee of the specific nature of the complaint and name of the complainant and the employee's Division Commander as soon as practical. The Internal Affairs Unit shall determine if such notification would compromise the investigation. Notification may be withheld with the Chief's approval. When an employee is notified in writing of an internal investigation and it is later decided the investigation is not going to be pursued or is being reduced to a DI the employee and their Division Commander shall be notified in writing as soon as practical. The employee shall be provided information concerning rights and responsibilities relative to the investigation.
  - (a) The employee shall also be notified pursuant to the General Order on Discipline.
3. Witnesses identified by the Department who may have "material matter of facts" regarding the complaint under investigation shall be interviewed prior to the subject employee. The subject officer may, and is entitled to, review witness statements and complainant statements. Formal recorded witness interviews taken by another unit or department, as part of a criminal investigation will be considered "prior witness interviews" with respect to F.O.P. union contract.
3. The investigator shall maintain strict confidentiality, informing only those with a need to know.
5. Except as allowed by law, an employee cannot be ordered to submit to any device designed to determine intoxication or the presence of alcohol or other intoxicating substance in the body.
6. No employee may be required to undergo a polygraph examination or any other examination for the purpose of determining truthfulness.
7. Department employees shall not make public statements concerning the investigation until it is completed and the employee under investigation has been notified. This does not preclude the Chief of Police from discussing investigations with his staff or with the City Manager. (See Florida Attorney General Opinion 97-56 and 112.533(3) FSS)
8. If, during the course of an Internal Investigation, an additional policy violation is discovered to have allegedly been committed by the subject employee, that employee shall be notified unless such notification would compromise the

investigation. If the additional violation does not, in and of itself, warrant disciplinary action against the employee the following two options may occur:

- (a) The added violation may be documented in the Internal Investigation report with no further action taken, or
  - (b) The violation may be documented as a DI and forwarded to the employee's supervisor as outlined in 223.3.
9. If a policy violation is discovered to have allegedly been committed by an employee who is not the subject employee, that complaint shall be categorized and managed as appropriate and authorized in 28.2.3.
10. The standard of proof to sustain, not sustain, unfound or exonerate the complaint will be based on the preponderance of the evidence.
11. The Internal Affairs Unit will forward the results of an Internal Investigation to the Chief with a written recommendation as to:
- (a) Sustained - The allegation has been investigated and the facts show that the allegation is true and the action taken was not consistent with agency policy.
  - (b) Not Sustained - The allegation has been investigated and there is insufficient proof to confirm or refute the allegation
  - (c) Unfounded - The allegation has been investigated and either the allegation is demonstrably false or there is no credible evidence to support it.
  - (d) Exonerated - The allegation has been investigated and the facts indicate that the action taken was consistent with agency policy or a violation of policy has occurred but was justified due to exigent circumstances.
12. The subject employee will be notified in writing in investigations which are ruled Sustained, Not Sustained, Exonerated or Unfounded. Investigations which are found to be Not Sustained, Exonerated or Unfounded shall be filed and maintained by the Internal Affairs Unit until it may be disposed of per State Statute (119.01(4) FSS)
13. No Internal Investigation case will be held *OPEN*. The investigation shall continue as long as new information is received and evaluated. If the case produces no conclusion and no further leads within 45 days, it will be forwarded to the Chief for a determination on case finding. However, a case may be extended by the Chief in writing, if the Chief receives a written report from the investigating officer describing the reason additional time is required and the length of time needed. The reason for requesting additional time must pertain to the case itself. Written notice of the extension and reason must be given to the subject employee.

14. In sustained Internal Investigations where discipline is anticipated per the disciplinary matrix a pre-disciplinary hearing may be held according to City Policy, Rule XIV, Disciplinary Actions. The Chief will forward his recommendations to the Human Resources Director and City Manager if discipline is proposed per the General Order on Discipline. (GO 402)
15. The case materials will then be returned to the Internal Affairs Unit for records retention. All files shall remain in locked file cabinets with access limited to the Internal Affairs Unit.
16. The Internal Affairs Unit shall notify the complainant, in writing, as to the final determination of the case.
17. The Internal Affairs Unit may dismiss an Internal Investigation for procedural reasons (e.g., failure of the complainant to pursue the complaint, etc.) with approval of the Chief of Police.

#### B. Division Inquiries (DI)

1. DIs are informal investigations which are not required to adhere to Investigation Guidelines outlined in 112.532 FSS and do not result in discipline.
2. DIs will be assigned a control number by the Internal Affairs Unit. The Internal Affairs Unit shall forward the complaint directly to the investigating supervisor with notification thru the chain of command.
3. DIs shall be handled at the lowest supervisory level. No DI will be conducted by an officer of equal or lesser rank than that of the subject employee. Acting rank does not constitute a rank for the purpose of investigation of employee misconduct.
4. If during the investigation the supervisor determines that an additional violation occurred, he shall notify the Internal Investigations Unit for categorization per 28.2.3.
5. The standard of proof to sustain, not sustain, unfound or exonerate the complaint will be based on the preponderance of the evidence.
6. After the investigation by the immediate supervisor the case will be forwarded to the Chief. The supervisor will include recommendations as to whether the allegation is Sustained, Unfounded, Not Sustained or Exonerated.
7. The Division Commander or his designee shall notify the employee of the final disposition of the case. The findings of the DI will be discussed with the affected employee and documented per the disciplinary matrix. The entire case investigation shall be forwarded to the Internal Affairs Unit.

8. The Internal Affairs Unit shall notify the complainant in writing as to the final determination of the complaint.
9. The Internal Affairs Unit shall maintain the completed case for records retention. All files shall remain in locked file cabinets with access limited to the Internal Affairs Unit.

### 28.3 Policy

The Performance Assessment and Review System (PARS) is designed to reflect the Department's commitment to the integrity and accountability of its employees. The system is established to track and review incidents or behavior, as defined by the Department, of risk to the agency and the involved employee. This system shall be implemented as a means to identify and assess employee performance involved in potential risk incidents and intervene when appropriate. The goal of intervention is non-disciplinary but is to formulate an action plan to assist the employee improve performance and/or correct problems identified by the Department, usually through counseling or training.

#### 28.3.1 Responsibilities and Procedures

- A. IA Administrators - The Internal Affairs supervisor under the Office of the Chief of Police will administer the PARS and be responsible for data entry of applicable behavioral or performance indicators as determined by the Chief of Police.
- B. Reports - The Internal Affairs supervisor will produce monthly, bi-annual and annual reports to be reviewed by the Chief of Police, Senior Staff members and the State Fraternal Order of Police Representative.

##### 1. Reporting Requirements

- (a) The monthly report will detail targeted incidents that have occurred in the past 90 days which reached the threshold criteria.

- (b) Targeted incidents will consist of the following:

- Allegations of member misconduct

##### 2. Response to Resistance

##### 3. Traffic crashes

##### 4. Disciplinary actions

##### 5. Vehicle pursuits

6. Lawsuits and claims

C. Report Contents - The report will include the employee's name and description of the targeted incidents the employee was involved in during the previous 90 days.

D. Dispositions - The report will include the disposition of all allegations of employee misconduct investigations.

E. Supervisor Role

1. The role of the employee's supervisor is critical to the PARS.

2. The employee's supervisor will enter into the PARS any dramatic changes in the employee's work performance or personality, while under the supervisor's command.

3. All incidents regardless if it is a first time offense or a reoccurrence shall be entered into the PARS.

28.3.2 Criteria Threshold - The threshold will be exceeded when the following number of targeted incidents are recorded in the PARS:

A. Two (2) allegations of misconduct within 90 days; or

B. Two (2) Response to Resistance incidents within 90 days; or

C. Two (2) Traffic crashes within 90 days; or

D. Two (2) Disciplinary actions within 90 days; or

E. Two (2) Vehicle pursuits within 90 days; or

F. Two (2) lawsuits or claims within 180 days; or

G. Any combination three (3) targeted incidents within 180 days.

28.3.3 Notification

A. Report to Supervisor - When an employee is identified as exceeding the criteria threshold, the Internal Affairs supervisor shall submit to the effected employee's supervisor a report of the targeted incidents.

B. Meeting - The Internal Affairs supervisor and the employee's supervisor shall meet to discuss the report and any other relevant information and determine if corrective action (Action Plan) is warranted.

#### 28.3.4 Action Plan

- A. Resolutions - The meeting will produce a documented action plan. Action plans may include, but are not limited to, the following resolutions:
  - 1. Informal Counseling
  - 2. Monitoring by the employee's supervisor
  - 3. Mandatory training to improve employee skills
  - 4. Referral to the City's "Employee Assistance Program" (EAP)
  - 5. Reassignment of duties
  - 6. No additional action needed
- B. Approval - The Action Plan recommendations and justification for those recommendations shall be forwarded to the Chief of Police or his designee for approval.
- C. Plan Follow-Up - Once approved, the supervisor shall insure the plan is completed. The employee's progress shall be monitored and formally reported to the Chief as prescribed, if necessary. Indications of employee compliance or non-compliance, to include evidence on completion of the agreed upon plan, shall be kept in the Internal Affairs Unit PARS records.
- D. Review - The Chief of Police or designee will review the system annually for any changes or revisions that may be required.

28.4 All interview notices shall be done in writing.

28.5 Discipline Matrix - See attached.

### **Article 29: Grievance Procedure**

- 29.1 For the purpose of this article, a grievance is a dispute concerning the interpretation or application of the terms of this agreement.
- 29.2 All references to days in this article are to calendar days. If the last day of any applicable time period called for in this article is a Saturday, Sunday, or holiday, the deadline is automatically extended to the close of business of the next scheduled working day for administrative personnel of the Department.
- 29.3 A bargaining unit member who believes that he/she has a grievance shall complete a Grievance Form and forward the form to his/her FOP representative for the purpose of resolving the dispute informally. The representative should discuss the matter with the

member's immediate supervisor as soon as possible after the representative has become aware of a dispute concerning the interpretation or application of this agreement. If the employee is not satisfied with the response of his/her immediate supervisor, a resolution may be pursued by following the chain of command up to and including the Chief of Police. This informal resolution process may take no longer than fourteen (14) days from the date the member is aware of a dispute concerning the interpretation or application of this agreement.

If an appointment to discuss the resolution cannot be obtained with any supervisor within the fourteen (14) day limit, the next step in the chain will be consulted. An appointment with the Chief of Police made within the 14 days but occurring after the 14 day limit will be considered a mutually agreed extension (29.5). The City and the FOP agree that using this informal process can be beneficial to both parties and both agree to use it in good faith. Should the grievance deal with an issue which is external to the Police Department and beyond the resolution of the Chief of Police, the informal process may start with the Chief of Police.

Probationary employees shall not be entitled to invoke a grievance stemming from a performance evaluation.

At the end of the 14-day limit if no satisfactory resolution is forthcoming, the FOP representative shall forward the written Grievance Form to the respective Bureau Commander.

- 29.4 In the event that a grievance involves more than one member and is dependent on a common fact situation, such grievance shall be deemed a class grievance and the grievance procedure may be invoked directly at the Chief of Police level, by any aggrieved full time employee or the FOP. All members in the same common fact situation shall be bound by the resolution of the grievance and no further individual grievances concerning or arising out of that common fact situation will be processed.
- 29.5 Any grievance that has not been submitted to the next step in a timely manner shall be deemed expired and no further action pursued on the matter. Extensions for any valid reason shall be subject to the mutual agreement of the parties. Timeliness for a formal grievance shall be ten (10) days after exhausting the informal process or ten (10) days from the date of receiving and signing the written findings if the informal process is not pursued.
- 29.6 The grievance procedure shall include three steps:

#### Step 1

- 29.6.1 If the grievance is not settled through the process as outlined in 29.3, or the member chooses not to exercise the informal process, the FOP representative, within seven (7) days must submit an FOP Grievance Form to the respective Division Commander.

- 29.6.2 Within seven (7) days after the receipt of a timely Step 1 grievance, the respective Division Commander shall schedule a meeting with the grievant/representative and the Chief. Within seven (7) days after the Step 1 hearing, the Chief shall render a written decision concerning the grievance. If the grievant is not satisfied with the Step 1 decision, or if no decision is issued within the allotted time, the grievant may invoke Step 2 of the grievance procedure.

#### Step 2

- 29.6.3 Within seven (7) days of the date of the Step 1 decision is issued or is due, whichever is earlier, the grievant may invoke Step 2 by submitting the grievance and all written decisions concerning it to the Human Resources Director.
- 29.6.4 Within seven (7) days after receipt of the grievance documents, the Human Resources Director, or designee, will conduct a hearing concerning the grievance. The grievant/representative may present evidence in support of the grievance at this hearing.

#### Step 3

- 29.6.5 Within seven (7) days of the date the Step 2 decision is issued or is due, whichever is earlier, the FOP may invoke arbitration by giving the City timely written notice of its intent to arbitrate the grievance in question. Such notice shall be served on the Human Resources Director by certified mail, or hand carried.
- 29.6.6 The City and the FOP shall, within seven (7) days after receipt by the Human Resources Director of the FOP's notice of intent to arbitrate, submit a request to the Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) professional arbitrators who reside in the State of Florida.

Representatives of the City and the FOP shall meet within seven (7) days after receipt of the list of arbitrators and each shall alternately strike, one at a time, two names from the list. The grieving party shall make the first strike from the list. The person whose name remains on the list shall be notified jointly by the City and the FOP.

#### Arbitration Rules

- 29.7 All arbitrations or grievances arising under this agreement shall be conducted in accordance with the following rules:
- 29.7.1 The arbitrator shall have jurisdiction and authority to decide a grievance properly before him.

- 29.7.2 The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement any provision of this agreement.
- 29.7.3 The arbitrator may not issue any declaratory or advisory opinions and shall confine himself exclusively to the issues properly presented to him for resolution.
- 29.7.4 Each party may be represented at hearings by counsel or other representatives of its choice.
- 29.7.5 Each party shall bear the costs of preparing and presenting its own case. Any party desiring a verbatim transcript of the proceedings shall bear its cost, unless otherwise agreed. If both parties desire a record, its cost shall be shared equally by the parties.
- 29.7.6 The compensation and expenses of the arbitrator shall be borne by the losing party as determined by the arbitrator. Where the FOP does not represent the aggrieved member(s), and the arbitrator rules in favor of the City, the aggrieved member(s) shall be the losing party and will bear full cost of the compensation and expenses of the arbitrator.
- 29.7.7 In the event of a compromise award, as so stated by the arbitrator, the arbitrator's fees and expenses shall be borne equally by the parties to the arbitration.
- 29.7.8 The arbitrator's award shall be final and binding on both parties.
- 29.7.9 No bargaining unit member shall be allowed to proceed to arbitration and the City shall not be required to process any request for arbitration without the written authorization from the Florida State Lodge Fraternal Order of Police. To the extent permitted by law, it is understood by the parties that the arbitration procedure is the exclusive right of the Florida State Lodge Fraternal Order of Police.

### **Article 30: Career Officer Development Program**

- 30.1 The City acknowledges the importance of the Career Officer Development Program.
- 30.2 The Career Officer Development Program will recognize levels below the rank of Sergeant. A maximum of three (3) levels will be utilized within the program.
- 30.2.1 Compensation schedule for the Career Officer Development Program is:

	<u>Annual Amount</u>
Career Officer -	\$350
Senior Officer -	\$450
Master Officer -	\$600

The annual amount for Career Officer Development will be paid annually, in a lump sum, the first full pay period in October. New members will receive a lump sum beginning the month following acceptance to the program as an add pay.

- 30.3 Both parties agree that the burden for completing the requirements and maintaining the necessary documentation while a member is participating in the Career Officer Development Program rests with the individual member.

### **Article 31: Corporal**

- 31.1 The position of Corporal is an assigned position. The Chief of Police may assign and remove Corporal in the same manner as is done for a detective or other assigned position.
- 31.2 Members who meet the criteria of Corporal may be given the opportunity to rotate into the position.
- 31.3 Any vacancy for the position of Corporal in the Uniform Services Division, as with any other vacant position, shall be announced and advertised within the Police Department for all eligible candidates to participate.

Any vacancy for the position of Corporal in ~~the Major Case, Special Victims, General Crimes or Special Investigations~~any Specialty Units shall be announced and advertised within the respective unit that has the vacancy for all eligible candidates to participate.

- 31.4 In order to be selected for the position of Corporal, the member must: (a) have completed 4 years of service as a full-time Police Officer with the City of Palm Bay, (b) achieve ratings of satisfactory or better on all portions of the performance evaluation, and (c) have seniority.

~~31.5 If a new unit is created or existing unit changes, the City and the FOP will meet to determine whether it will be considered for a corporal's position and an MOU will be signed authorizing if deemed appropriate.~~

### **Article 32: Promotions**

- 32.1 Promotional Eligibility:

32.1.1 Employees covered by the Collective Bargaining Agreement (CBA) shall be eligible to be promoted to the rank of Sergeant if the following minimum requirements are satisfied:

32.1.1.1 Completed four (4) years cumulative service with the Palm Bay Police Department as a sworn Police Officer.

32.1.1.2 Must have received a "satisfactory" rating on the most recent performance evaluation.

32.1.1.3 Must not have a Sustained Internal Investigation within the previous twelve (12) months. The twelve (12) month period will be from the date of incident that resulted in an Internal Affair Investigation.

32.2 The applicant shall file an application for the promotional examination with the Human Resources Department within thirty (30) calendar days from the date of the posting. The City and FOP will agree on a bid form to be stored on file at Human Resources.

Written Examination Process:

32.2.1 The written examination will be administered within ninety (90) days from the date of the posting, but not earlier than sixty (60) days from the date of the posting.

32.2.2 Applicants on duty will be permitted to take the promotional examination on duty without the use of personal leave (vacation or compensatory time). Off-duty applicants will not receive pay for participating in the testing process. Make-up written examinations will not be given.

32.2.3 The written examination will be administered by the Human Resources Department.

32.2.4 The City and the Fraternal Order of Police (FOP) will meet and agree on a test writing company. The written examination shall be written by a recognized law enforcement testing company. If the City and the FOP cannot reach an agreement, both parties will make a presentation to the City Manager, whose decision is final. The test will not be written by any City employee(s).

32.2.5 The questions will be multiple choice.

32.2.6 The minimum passing score for the written examination is 70%. The total score, after obtaining the minimum passing score for the written examination, shall include the additional points as specified in 32.3.

32.2.7 The top seven (7) names of applicants with passing scores will be posted within the department in alphabetical order within seven (7) calendar days from the date of the written examination, or as soon as practicable.

32.2.7.1 All applicants receiving a passing score will be notified in writing by the Human Resources Department at the same time as the posting.

32.2.7.2 Tie scores for places 1-7 will be counted individually. All applicants with a tie score for the last position will be accepted.

32.7.3 For every applicant in the top seven (7) that is not eligible for promotion an additional applicant shall be added, per the above scoring procedure. Once added an applicant will not be removed due to the ineligible applicant becoming eligible for promotion.

32.2.7.4 To the extent allowed by law, the Human Resources Director or designee will be the only person with access to the test scores until a selection is made for a vacant position.

32.2.7.5 Any agreed to restrictions on access to test scores becomes void after the promotional selection has been announced and confirmed by the Chief of Police.

#### 32.2.8 Written Examination Sources:

32.2.8.1 The written examination will be content valid, using a minimum of 25% of the questions as scenario based.

32.2.8.2 Department Directives and General Orders (50% of the total questions). The following Department General Orders and Operating Manuals shall remain the same for all promotional examinations posted:

#### Police Sergeant Promotional Exam

- a. GO 201: Use of Force
- b. GO 202: Firearms
- c. GO 203: Less-lethal Munitions
- d. GO 204: Taser
- e. GO 205: Chemical Agents
- f. GO 206: Expandable Baton
- g. GO 207: Flashlight
- h. GO 208: Hands Free Control
- i. GO 209: Restraint Devices
- j. GO 210: Arrests, Stops, & Frisks
- k. GO 211: Prisoner Care
- l. GO 214: Vehicle Pursuits
- m. GO 218: Emergency Management (Disaster) Plan
- n. GO 220: Domestic Violence
- o. GO 224: Performance Assessment and Review System (PARS)
- p. GO 225: Police Related Death or Injury
- q. GO 401: Professional Conduct
- r. GO 501: Response to Calls for Service
- s. GO 502: Call Handling and Preliminary Investigation
- t. GO 503: Desk Booking Specialist Duties
- u. GO 507: Traffic Control and Tow Enforcement
- v. GO 508: Juvenile Operations

- w. GO 709: Critical Incident Stress Management (CISM)
- x. GO 802: Victim's Rights and Services
- y. OM A215: Incident Command System (ICS)
- z. OM A701: Property and Evidence Procedures

32.2.8.3 The "Florida Criminal Law and Motor Vehicle Handbook", current edition published by LexisNexis Law Enforcement Publications. The section to be used from this text will be the "Florida Legal Guidelines". (38% of the total questions)

32.2.8.4 All three (3) Collective Bargaining Agreement (CBA), recognizing there are relevant differences in each CBA (12% of the total questions).

### 32.3 Merit Point Criteria:

32.3.1 A promotional candidate will be able to earn additional merit points to be added to their raw score. A passing score of 70% must be achieved before merit points may be added. There are 4 methods of earning merit points:

#### 32.3.1.1 Longevity points

32.3.1.1.1 A promotional candidate can earn ½ point for every three (3) full years of completed sworn law enforcement service with the City of Palm Bay. This will be figured on cumulative service with the City of Palm Bay. (Example: a promotional candidate who has 6 years and 5 months service as a sworn law enforcement officer with the City of Palm Bay will earn 1 point; a candidate with 10 years and 9 months will earn 1.5 points.)

#### 32.3.1.2 Academic Achievement points

32.3.1.2.1 A promotional candidate can earn ½ point for an Associate Degree.

32.3.1.2.2 A promotional candidate can earn 1 point for a Bachelor's Degree.

32.3.1.2.3 A promotional candidate can earn 2 points for a Master's Degree.

32.3.1.2.4 The points for a Degree are not accumulative. A candidate will not receive .5 points for an Associate Degree and/ or 1 point for a Bachelor's Degree, as an example. The applicant is eligible for the points awarded for the highest degree attained only; the applicant must provide documentation of that degree to receive the merit points.

### 32.3.1.3 Occupational Achievement points

32.3.1.3.1 A promotional candidate can earn 3 points after completing a cumulative two (2) years at the position of Corporal.

32.3.1.3.2 A promotional candidate can earn 1.5 points after completing a cumulative two (2) years at the position of Field Training Officer (FTO).

### 32.3.1.4 Career Development Achievement points

32.3.1.4.1 A promotional candidate may earn 1 point for obtaining Career Police Officer

32.3.1.4.2 A promotional candidate can earn 1.5 points for obtaining Senior Police Officer.

32.3.1.4.3 A promotional candidate can earn 2 points for obtaining Master Police Officer.

32.3.1.4.4 The points for career development are not accumulative. A candidate will not receive 1 point for having been a Career Police Officer and 1.5 points for Senior Police Officer, as an example. The applicant is eligible for the points awarded for the highest degree attained only; the applicant must provide documentation of that degree to receive the merit points.

32.3.2 Promotional Candidates are responsible for providing the necessary documentation to substantiate their eligibility for merit points for all areas except Longevity.

## 32.4 Written Examination Challenges:

32.4.1 A liaison will be appointed by the law enforcement testing company for challenges.

32.4.2 All challenges shall be submitted in writing to the Human Resources Department within 1 business day from the date of the written examination. Challenges must include justification, including reference source, to the law enforcement testing company.

32.4.3 The Human Resources Department is responsible for submitting the challenge(s) to the law enforcement testing company.

32.4.4 The law enforcement testing company is responsible for determining the validity of the challenge(s). The decision of the law enforcement testing company is final.

## 32.5 Police Chief's Interview:

32.5.1 The Chief of Police shall conduct a one-on-one interview with the top seven (7) applicants on the list provided by Human Resources.

32.5.2 The Chief may request written performance documentation from supervisors of the applicant, provided the applicant has been within the supervisor's chain of command during the last 3 years. Upon written request, a minimum of five (5) days prior to a one-on-one interview the applicant shall be provided a copy of all documentation provided to the Chief of Police at least one hour prior to the 1-on-1 interview with the applicant.

32.5.3 The Chief will announce his selection within five (5) business days from the conclusion of the last applicant interview and within thirty (30) business days from receipt of the final scores from the law enforcement testing company.

## 32.6 Eligibility List

32.6.1 The promotional eligibility List shall be valid for one year from the date of the written examination. The list shall not be extended.

32.6.2 Once the promotional eligibility list has been exhausted, the City will conduct another promotional process if there are promotional vacancies.

32.6.3 Upon the expiration date of the promotional eligibility list, the City will not be required to post a new examination until a vacancy occurs.

## Article 33: Sick Leave

33.1 Sick leave is paid time off granted to members for the following purposes:

33.1.1 Recuperation after personal illness or injury including job-related injury not fully covered by workers' compensation payments.

33.1.2 Personal medical, surgical, or optical appointment, examination or treatment which is necessary during working hours.

33.1.3 Pregnancy or maternity leave.

33.1.4 Care for and attendance of a member's immediate family, as defined in Article 35.2, who is afflicted with a serious disease, debilitating injury, or pregnancy related condition.

33.2 Full-time members shall earn sick leave ~~according to the following schedule: at a rate of 8 hours per month for each month of employment up to 10 years of service and 12 hours for each month of employment for over 10 years of service, except as provided in 33.3.~~

<u>Years of Service</u>		<u>Monthly Hourly</u>	<u>Accrued Hrs.</u>
		<u>Rate of Accrual</u>	<u>Per Year</u>
<u>Zero through Five</u>	<u>(0-5)</u>	<u>8</u>	<u>96</u>

Six through Ten	(6 – 10)	10	120
Over Ten years	(10+)	12	144

Accrued sick leave is sick leave which is earned but unused at any given time. Probationary employees are not entitled to use sick leave until completion of six full months of satisfactory service but may be authorized to use sick leave during the period at the discretion of the Police Chief or designee in accordance with this article.

- 33.3 A member who is hired on or before the 15th day of the month earns 8 hours of sick leave for that calendar month. A member hired after the 15th of the month shall not earn 8 hours of sick leave until he or she completes the next full calendar month of service.
- 33.4 The shift supervisor or the communications center shall be informed of a member's intended absence in sick leave status as far in advance as possible of the member's scheduled reporting time in the absence of exigent circumstances. Habitual failure to give adequate advance one (1) hour notice of sick call shall be deemed an abuse of sick leave and be grounds for disciplinary action.
- 33.5 The Chief of Police or designee may require a medical certificate, at the member's expense, signed by a licensed physician to substantiate a sick request for:
- 33.5.1 Any period of absence due to illness of three or more consecutive working days.
- 33.5.2 Any period for which sick leave is claimed while a member was in approved vacation leave status.
- 33.5.3 Sick leave of any duration if the member in question has demonstrated a habitual or recurrent pattern of absence from duty and has been warned that a certificate will be required as a result. Once pattern is dispelled, after 4 months of established attendance, a certificate will no longer be required.
- 33.6 Any member proven to have taken sick leave under false pretenses shall be subject to disciplinary action appropriate under the circumstances and shall forfeit pay for any time taken off; provided such action must be consistent with City policy.
- 33.7 Members holding a minimum of 200 hours of accrued sick leave may "trade back" up to 80 hours of accrued sick leave per calendar year and receive credit for accrued vacation leave in exchange on the basis of one (1) hour of vacation leave for one (1) hour of sick leave exchanged. A member's balance of accrued sick leave shall be reduced by all "trade back" sick leave hours so exchanged.
- 33.8 In the event a member who suffers an injury while on duty must be relieved of duty during the middle of a scheduled shift, no charge shall be made against the member's accrued sick leave balance for the remainder of the shift.

Both full-time and probationary members who suffer an injury while on duty shall be permitted to take accrued sick leave (if available) for the first seven days following the occurrence of the injury, pending payment of workers' compensation, and may take accrued sick leave (if available) to supplement workers' compensation coverage which does not fully compensate the member for work absence resulting from a job-related injury.

Provided, that in the event workers' compensation is later allowed for the first seven (7) days following the occurrence of the injury, the member shall not have received duplicate payment for that period. The member's sick leave account will be appropriately adjusted.

- 33.9 Members hired prior to March 12, 2012 may accrue up to the maximum accumulation of 1,152 hours. When an employee's accrual balance drops below 800 hours, then 800 hours shall be the new maximum accrual for the employee. If an employee's accrual balance is below 800 hours at ratification of this contract, 800 hours shall be the new maximum accrual for the employee.

Members hired after March 12, 2012 may accrue up to the maximum accumulation of 500 hours.

Upon reaching maximum accrual sick leave, any hours in excess of the maximums stated above will be paid out monthly.

- 33.10 The City agrees not to substitute accrued vacation leave for sick leave used, when a member uses sick leave and that member had no remaining sick leave time, unless the employee is on Family Medical Leave Act.
- 33.11 Members who resign in good standing, giving a minimum of two weeks prior notice, shall receive fifty percent (50%) of their accrued but unused sick leave.
- 33.12 Members who have not completed their probationary period will not be eligible to receive sick leave pay.
- 33.13 Members who retire in good standing shall receive eighty percent (80%) of their accrued but unused sick leave.
- 33.14 Sick leave pay will be computed upon the member's regular rate of pay at separation.
- 33.15 Sick leave pay for terminating members will be included in their final paycheck, when possible.
- 33.16 Members discharged for cause shall not be entitled as a matter of right to accrued sick leave pay, except that such leave pay may be granted by the City Manager. When the termination of an FOP member is contested, the matter shall be held in suspension until the dispute is resolved.
- 33.17 Sick leave shall be earned by a member during job connected disabilities.

- 33.18 The beneficiary of any member who dies as a result of an accident or through felonious means, on or off duty, shall receive full payment of all remaining accrued sick leave.

### **Article 34: Vacation Leave**

- 34.1 Vacation leave shall begin to accrue from the member's most recent date of hire. Probationary employees are not entitled to use accrued vacation leave before the completion of six full months of satisfactory service.

- 34.2 Full-time members accrue vacation leave according to the following schedule:

Years of Service		Monthly Hourly Rate of Accrual	Accrued Hrs. Per Year
Zero through Four	0-4	8	96
Five through Seven	5-7	10	120
Eight through Fifteen	8-15	12	144
Sixteen and Over	16+	14	168

~~Accruals will be adjusted to this schedule effective October 1, 2021 and will not be adjusted retroactively.~~

- 34.3 Members who desire to use more than eighty (80) consecutive hours of vacation leave for annual vacation purposes shall submit a written request for vacation to the Chief at least three (3) months prior to the first day of the requested vacation. A vacation schedule for those members shall be established by management.
- 34.4 Members who desire to use up to eighty (80) consecutive hours of vacation leave for annual vacation purposes shall submit a written request to their respective Watch Commander for approval as far in advance as is practicable and in no event less than fourteen (14) calendar days before the beginning of the intended vacation period.
- 34.5 Members will be given preference in the scheduling of vacations based upon seniority. This seniority preference will apply only to the first vacation selected each year. If a member splits his vacation, he will take his remaining vacation leave at a time available after other members, in order of seniority in classification, have exercised their choice of dates.
- 34.6 Vacation leave of more than eighty (80) consecutive hours will be approved only when staff level during that period is, in the opinion of the Chief of Police, adequate to properly and effectively handle the Department's workload.
- 34.7 Vacation requests which are disapproved by the City will include a statement of the reason(s) for the disapproval.

34.8 Payout of vacation leave:

34.8.1 Members who retire, or who resign in good standing giving a minimum of two weeks prior notice, shall be paid for all accrued vacation time up to a maximum of 240 hours and any additional hours accrued within the current calendar year. Members terminated for cause shall not be entitled to payment for accrued vacation leave.

34.8.2 The beneficiary of any member who dies shall receive full payment of all accrued vacation time.

34.9 Members who become ill or injured while absent from work in vacation leave status may substitute accrued sick leave on an hour for hour basis in accordance with the requirements of Article 33.

34.10 All earned vacation leave in excess of the maximum accrual will be paid annually in a lump sum in in the pay period following the last day of the previous year being finalized January following each calendar year. Due to the annual payout of excess time over 240 hours, there will be no extension of vacation leave time.

34.11 Approved vacation leave may be canceled by the Chief of Police or his designee in emergency situations, or when necessary due to significant law enforcement activities. Emergency situations shall be defined as an event/situation in which life or property is in imminent danger.

Significant law enforcement activities are those that require extended work hours and additional personnel, as determined by the Chief of Police or designee, not to exceed thirty (30) days. Emergency situations and significant law enforcement activities will be handled so as to require cancellation of as few approved vacations as reasonably possible. In evaluating the cancellation of approved vacation leave, the Chief of Police or designee will review and take into account situations involving members who will lose deposits if their vacation leave is canceled.

34.12 When a member is temporarily recalled to duty from an authorized vacation at a place other than the member's residence by the order of the Chief of Police, he/she shall be reimbursed for necessary and provable transportation expenses as determined by the Chief of Police.

34.13 Employees shall be allowed to sell, up to forty (40) hours of vacation time once each calendar year of the contract provided that the employee has used 80 hours of vacation during the calendar year, 40 of which must be consecutive.

### **Article 35: FuneralBereavement Leave**

35.1 In the event of death of a member's family the following schedule shall apply:

~~8 Hour Employees:~~

810 working days - Spouse, child, or stepchild living in the household

~~\_\_\_\_\_ 35 working days - In State - Immediate family~~  
~~\_\_\_\_\_ 5 days - Out of State immediate family~~

~~10 Hour Employees~~

- ~~\_\_\_\_\_ 7 days - Spouse, child, or stepchild living in the household~~
- ~~\_\_\_\_\_ 3 days - In State immediate family~~
- ~~\_\_\_\_\_ 4 days - Out of State immediate family~~

~~12 Hour Employees~~

- ~~\_\_\_\_\_ 6 days - Spouse, child, or stepchild living in the household~~
- ~~\_\_\_\_\_ 3 days - In State immediate family~~
- ~~\_\_\_\_\_ 4 days - Out of State immediate family~~

- ~~\_\_\_\_\_ Proof of death in the form of obituary notice or funeral home notice shall be submitted with the leave form.~~

35.2 The member's immediate family shall be defined as the member's: ~~father, mother, father in law, mother in law, brother in law, sister in law, step child living outside the employee's household, brother, sister, grandparents, ward, son in law, daughter in law, grandchildren, stepfather, step mother, and legal guardian.~~ parent, spouse, domestic partner, child, stepchild, brother, sister, stepfather, stepmother, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchild, grandparent, grandparent-in-law, legal guardianship and/or ward.

35.3 If there is more than one death for which the member is eligible for ~~funeral~~ bereavement leave within the same leave period, the member will receive the amount of time specified above for each occasion in consecutive order.

## **Article 36: Military Leave**

36.1 Members who are members of the reserve components of the Armed Forces of the United States, or the Florida National Guard, shall be entitled to leave of absence from their respective duties without loss of pay for such times as they are in military service for field training, not to exceed 240 working hours in any fiscal year in accordance with Florida State Statute 115.07 (2).

36.2 The member will submit proof of duty by a copy of his or her orders from the appropriate military commander when formally requesting military leave through appropriate department channels.

36.3 Members called, recalled, or drafted to active duty shall retain whatever job rights may be provided for by federal law or state law. A member returning to work after such military service will be credited with seniority accrued prior to and during such military service but shall not accrue any additional vacation or sick leave benefits during military leave that extends beyond 30 days.

## Article 37: Leaves of Absence

- 37.1 Upon the recommendation of the Chief of Police and the approval of the Human Resources Director and City Manager or designee, a full-time member may be granted an unpaid leave of absence for a course of study, extended illness, disability, or other valid reason.
- 37.2 Leaves of absence will not normally exceed six (6) months in duration, inclusive of sick leave, vacation leave, administrative leave, compensatory time, and leave without pay.
- 37.3 A member who is granted a leave of absence without pay shall not be guaranteed a job with the City at the conclusion of his or her approved leave of absence but shall be accorded first priority to be selected to fill the next available vacancy for which he or she is qualified.
- 37.4 When a member receives approval for an unpaid leave of absence, the member will be paid for all accrued vacation leave.
- 37.5 No member shall be eligible to earn vacation, sick leave, or other fringe benefits while on an unpaid leave of absence.
- 37.6 Leaves of absences will not be granted when the purpose of the request is to obtain other primary employment during the term of such leave.
- 37.7 Any member permitted to retain health and life insurance benefits during the term of an unpaid leave of absence shall be responsible to pay the premium for such coverage through the City.
- 37.8 No member shall accrue seniority while on unpaid leave of absence in excess of 30 calendar days.

## Article 38: Holidays

- 38.1 Observed Holidays
- 38.1.1 The following shall be observed as paid holidays for unit members: ~~assigned to the Uniform Services or the Investigations Divisions.~~
- |                            |                                      |
|----------------------------|--------------------------------------|
| New Year's Day             | <u>Date of Holiday to be date of</u> |
| Martin Luther King Jr. Day | <u>actual Holiday</u>                |
| President's Day            |                                      |
| Memorial Day               |                                      |
| Independence Day           |                                      |
| Labor Day                  |                                      |
| Veterans' Day              |                                      |
| Thanksgiving Day           |                                      |
| Friday after Thanksgiving  |                                      |
| Christmas Day              |                                      |
| Employee's Birthday        |                                      |

~~38.1.2 The following shall be observed as paid holidays for unit members assigned to the Support Services or Executive Divisions:~~

~~New Year's Day \_\_\_\_\_ Date of Holiday to be Friday  
Martin Luther King Jr. Day \_\_\_\_\_ or Monday depending on  
President's Day \_\_\_\_\_ whether the Holiday occurs  
Memorial Day \_\_\_\_\_ on Saturday or Sunday  
Independence Day  
Labor Day  
Veterans' Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day  
Employee's Birthday~~

38.2 A member who is off duty on a designated holiday shall receive compensation in accordance with 38.5, for the number of hours he or she is normally scheduled to work. If a member is called to work on a designated holiday for less than a normal workday, the member shall receive compensation in accordance with the above and shall be paid for all hours actually worked on the holiday at the rate of one and one-half times the member's regular hourly rate for hours worked.

38.3 A member who is required to work on a day observed as a paid holiday and whose shift begins on the holiday shall receive compensation for all hours actually worked on the holiday at the rate of one and one-half times the member's base hourly rate and shall receive holiday pay for all hours that would be their normally scheduled shift. A member that has their hours extended beyond their normal shift will only receive holiday pay for the hours of their normal shift, e.g., a person normally working an eight (8) hour shift will receive eight (8) hours of holiday pay; a member normally working a ten (10) hour shift will receive ten (10) hours of holiday pay; and a member normally working a twelve (12) hour shift will receive twelve (12) hours of holiday pay.

38.3.1. If a members birthday falls on an observed paid holiday, the member will be paid time and one-half for the observed paid holiday, straight time for the birthday holiday.

38.4 Unless otherwise approved by the Chief, an employee who is scheduled to work on a day observed as a holiday but who calls in sick shall not be entitled to paid holiday leave for that day.

38.5 The member may elect to take the holiday leave earned in paragraph 38.2 or 38.3, or to receive pay at his/her base hourly rate for the time he/she would normally have worked on that day or take hour per hour compensatory time for the holiday leave.

38.6 The City will make every effort to give extended meal breaks on Christmas and Thanksgiving.

38.7 In lieu of processing Letters of Understanding for additional days off, the union agrees to accept any additional days off that have been voted and approved by the City Council.

### **Article 39: Equipment Issue and Clothing Allowance**

- 39.1 Except as provided below, members shall not be permitted to substitute member-supplied uniform components or equipment for Department issue items, nor shall any member be permitted to carry a weapon for duty purposes which is not Department issue or approved by the Department.
- 39.2 The City agrees to allow members to wear an FOP lapel pin and award ribbons on their uniforms.
- 39.3 The FOP and the City/designee, agree to meet annually and discuss the uniform and list of equipment provided to all members. The City reserves the right to make the final decision.
- 39.4 It shall be the responsibility of each member having custody of any equipment and property of the City to see that it is properly cared for and maintained in good operating condition. A roster of issued duty equipment shall be maintained for each member and, upon separation from service the member shall be required to return all issue items in good condition, reasonable wear and tear excepted.
- 39.5 The City shall repair or replace, at no cost to the member, issue uniform components or equipment that are damaged or destroyed in the line of duty. In the event that a member's personally-owned utility equipment, including sunglasses, corrective lenses, watches, etc. (not to include jewelry), is damaged or destroyed in the line of duty, the City agrees to repair or replace such equipment within a reasonable time at a cost not to exceed \$100, provided that a replacement limit of \$150 shall apply to corrective lenses destroyed in the line of duty.
- 39.6 Members permanently assigned to plain-clothes duty shall receive \$145 per month clothing allowance, provided however, temporary assignment to a position not plain-clothes for any period of 30 days or less will not result in discontinuance of the clothing allowance for that period.
- 39.7 Members permanently assigned to plain clothes duty shall receive an initial payment of \$725, which is the first 5 months payment in advance per 39.6.
- 39.8 Each member, who has completed his/her initial probationary period as a Police Officer, shall receive an annual payment of \$75.00 for footwear, payable the first payday in December of each year.
- 39.9 The City shall ensure that riot helmets are readily accessible to all members.

- 39.10 The City shall provide additional specialized equipment required by various specialized units operating within the Department.
- 39.11 Weapons
- 39.11.1 The assigned duty firearm shall be of a make and model approved by the Range Master and the Chief of Police. The FOP shall serve in an advisory capacity. On duty members shall carry the department issued firearm or a weapon approved by the Chief of Police or his designee. Members may carry their own handguns as authorized by the Chief of Police or his designee using the Firearm and Equipment Authorization Form.
  - 39.11.2 A member may utilize personally owned weapons for off-duty use, subject to the provisions of F.S. 790. Backup and off duty firearms, if not issued by the department, must be approved by the Chief of Police or his designee using the Firearm and Equipment Authorization Form.
  - 39.11.3 A member assigned to special duty to include, but not limited to, the investigation section within the Department, may utilize personally owned weapons, not subject to the conditions set forth in 39.11.1 for duty use with the approval of the Chief of Police or his designee. A member shall submit an application to the Chief of Police for the use of a personally owned weapon. The Chief of Police shall approve or disapprove the request in writing.
  - 39.11.4 While on duty a member may carry a second weapon on their person (back up weapon) that has been approved by the Chief of Police or his designee.
  - 39.11.5 All personally owned weapons carried on or off-duty shall be subject to inspections by the Department Range Master. This inspection is to determine that the weapon is safe for police use. A weapon found to be unsafe shall not be allowed to be used on or off-duty for police purposes.
  - 39.11.6 All members must maintain proficiency with such weapons and qualify on the range with said weapons as recommended by the state regulations.
- 39.12 The City will provide each member with 50 rounds of fresh factory standard ammunition for duty use.
- 39.13 The City shall determine which employees shall be required to wear a uniform. The City shall continue to provide uniforms for the term of this agreement. Each employee required to wear a uniform shall be furnished without cost to that employee the appropriate number of uniforms with a minimum number that corresponds to the number of days per week that the employee is regularly scheduled to work. Equipment required of an employee by the City shall be furnished to that employee at no cost to that employee.

## Article 40: Call Back and Overtime Pay

- 40.1 All hours worked in addition to the normally scheduled work hours within the fourteen (14) day period shall be compensated at time and one half, as provided for in Article 21.
- 40.2 Employees shall receive overtime pay or compensatory time at the rate of one and one-half times their regular hourly rate for all hours actually worked in excess of eighty (80) in a work period of fourteen (14) consecutive days. Compensatory time shall be taken upon written request approved by the City. Holidays, departmentally required training, and sick time will be considered as hours worked. Time involved with union business (as permitted by Article 5 & Article 35) shall not be considered hours worked for the purpose of overtime calculation.
- 40.3 Vacation leave, sick leave, compensatory time, award bank, and miscellaneous bank time scheduled prior to overtime being earned, and funeral/bereavement leave will be considered as hours worked for the purpose of overtime calculation.
- 40.4 Members who wish to use accumulated compensatory time shall submit a request as outlined in Article 34 "Vacation Leave."
- 40.5 Members who have accumulated and request to use compensatory time are permitted to use such time off within a reasonable time after making the request if the request does not unduly disrupt the operations of the Police Department.
- 40.6 Members who have accumulated more than 80 hours of compensatory time will receive overtime pay for overtime worked until their accumulation of compensatory time is no greater than 80 hours.
- 40.7 Members shall receive one hour of straight time pay for each day they are required to be "on call" and be available by ~~pager or~~ cell phone after normal work hours. The one hour earned under this article shall not count toward overtime accrual. A member who is recalled to work while in "on call" status shall receive a minimum of two hours pay for all hours actually worked after recall, whichever is greater. "On call shall be defined as the period of time a unit member must remain within a thirty (30) minute distance of the City of Palm Bay, be ready for recall to duty, and continually be available by ~~pager~~, telephone, or radio. Members will be selected to ~~wear a pager or~~ be on call from a voluntary sign-up sheet. If an insufficient number of members volunteer ~~to wear a pager~~ for "on call", the City shall have the right to require the least senior qualified member in that classification to ~~wear a pager and/or~~ be "on call". Once called out the member will be paid in fifteen (15) minute increments.
- 40.8 A member who is not in an "on call" status but is called into work for investigations, operations, or operational necessity shall receive a minimum of two (2) hours pay or pay for all hours actually worked after the callout, whichever is greater.
- 40.9 A member who is recalled to work while in off duty status, including court appearances, shall receive a minimum of two hours pay or pay for all hours actually worked after recall,

whichever is greater. For the purpose of this article, actual time of travel to the duty station, not to exceed one hour, shall be considered as hours worked.

- 40.10 Members who take police action while off duty, under the provisions of the Take Home Car Plan, shall be compensated at one and one-half times their regular rate of pay. This compensation shall be in overtime pay or compensatory time, at the discretion of the member. Such compensation shall be in fifteen (15) minute increments.
- 40.11 Members who receive a phone call after normal work hours for Department related business shall be compensated at one and one-half times their regular rate of pay. This compensation shall be in overtime pay or compensatory time, at the discretion of the member. Such compensation shall be in thirty (30) minute increments. Calls offering overtime work shall not be compensated.
- 40.11.1 Only the Watch Commander or higher can authorize a call to an off-duty officer.
- 40.11.2 The Department will be permitted one off duty call per pay period without additional compensation.
- 40.12 A member shall not be required to work more than two hours beyond his normally scheduled shift for the shift preceding an approved leave (e.g., vacation, military, compensatory time).
- 40.13 Except where the Chief of Police has declared a state of emergency, any member required to work more than sixteen (16) consecutive hours shall be compensated at twice the member's regular rate of pay for all hours worked over sixteen (16) hours consecutive.
- 40.14 The City and the FOP shall use the following call-out procedure for uniformed and non-uniformed members who desire to work overtime or special assignments, which arise on short notice, and as a practical matter, cannot be posted in advance. For minimum manning situations and special assignments, the City will utilize the Police Department's system for notifying members of the immediate opportunity for overtime.
- 40.15 The City and the FOP agree to review the effectiveness of the established overtime callout procedure on a semi-annual basis and make appropriate adjustments to equalize overtime availability to all members.

## **Article 41: Stand-By Status**

- 41.1 Stand-by status is defined as any period of time during which a member is ordered by the Chief of Police or his designee only, to remain in readiness to perform actual work if the need arises in response to a telephone or radio notification, ~~or pager~~ to return to work. A member in stand-by status shall keep the Department continuously apprised of his or her method of contact at all times.

- 41.2 Time spent in stand-by status as defined in paragraph 41.1 will be compensated at the rate of one-half (1/2) pay and shall be considered time worked for purposes of overtime calculation.
- 41.3 The City and the FOP agree that unit employees may be recalled to duty at any time deemed necessary by the Department and are expected to respond to duty from standby status after a notice of recall within one hour or less, weather conditions and similar circumstances permitting.

## **Article 42: Differential Pay**

- 42.1 In an effort to attract qualified candidates to administrative positions and minimize the financial hardship experienced by members assigned to these positions, the City agrees to a differential pay of five percent (5%) of base to all members assigned to Support Services or Executive Bureau positions. In the event that department reorganization should occur which adds or deletes positions from those recognized by the City and the FOP as being included in this article, both parties agree to discuss the changes or proposed changes.
- 42.2 The City and the FOP agree that Article 42 is specific in that it limits Differential Pay to those in either the Support Services or Executive Bureaus. The City and the FOP also agree that from time to time the nature of work within the Police department may change and the changes may not necessarily be adequately or accurately reflected on the organization chart.

In order to provide for flexibility, the City and the FOP agree, that if the Chief of Police identifies a position outside the Executive or Support Services Bureau as being substantially administrative in nature, he can recommend in writing to the City Manager that said position be qualified for differential pay. The City Manager shall approve or deny the recommendation in writing and provide a copy of the response to the Human Resources Department for appropriate action.

Differential Pay will continue to be paid to the Administrative positions until such time as the Chief of Police identifies that the position no longer is performing substantially administrative duties.

- 42.3 ~~If a member's permanently assigned shift includes fifty percent (50%) of his hours worked between 6:00pm-6:00am, the member will be paid 3% of base shift differential for the entire shift. Member's permanently assigned to Uniform Services Division Patrol, Night Shift, will receive shift differential pay of three percent (3%) of base.~~

42.3.1 Shift differential will not be calculated for overtime.

- 42.4 Shift differential pay is pensionable.

### Article 43: Substitute Service Pay

- 43.1 A unit member who is designated as a Corporal shall be entitled to receive \$150.00 per month as compensation for performing the duties of that position. A Corporal who is designated to perform the duties of a Sergeant, for 24 consecutive hours shall be entitled to receive pay for all hours engaged in such substitute service at an hourly rate adjustment of ten percent (10%) increase to the member's current hourly rate.
- 43.2 A unit member who is designated a Field Training Officer (FTO) shall be entitled to receive \$125.00 per month.

### Article 44: Longevity Pay

- 44.1 Both parties recognize the need to appropriately compensate bargaining unit members who have provided extended, continuous service to the City of Palm Bay.
- 44.2 Effective October 1, ~~2021-2024~~ and continuing through September 30, ~~2024-2027~~ on the employee's longevity date, bargaining unit members covered by this Agreement will receive longevity pay on the following schedule:

	10-14	15-19	20+
Police Officer	\$1,000	\$2,000	\$3,000

For all bargaining unit members this means they will receive the first stage of longevity once they have begun the tenth (10) year of service through fourteen (14) years of service. They shall receive the second stage of longevity at the beginning of the fifteenth (15) year of service through the nineteenth (19) year of service. They shall receive the third stage of longevity at the beginning of the twentieth (20) year of service until retirement from service.

- 44.3 Longevity pay shall be payable in the first payroll period following the eligibility of the member and shall not be used in the calculation of overtime.

### Article 45: Education Reimbursement

- 45.1 A unit member, who is a full-time certified Police Officer, who desires to obtain reimbursement from the City for job related college or technical certification course (or prerequisite for such course or course of study) shall, prior to enrolling in such course and paying registration fees, submit an Educational Program Approval Form. The City of Palm Bay, after the proper forms have been submitted and authorized by the Chief of Police (or his/her designee) and City Manager (or his/her designee), will reimburse unit members tuition cost for up to two (2) courses per semester for an Associate, Bachelor, or Masters degree, pursuant to 45.3 and 45.4.

In addition, the City will reimburse up to forty dollars (\$40.00) per course for required textbooks pursuant to 45.3 and 45.4. All fees for tuition reimbursement

shall be paid at the Brevard Community College (BCC) or University of Central Florida (UCF) undergraduate rate. The request shall state:

- 45.1.1 The institution, course of study, and job-related purpose of the course.
  - 45.1.2 The degree major/certificate sought.
  - 45.1.3 The total number of semester/quarter hours for which reimbursement is sought and the approximate cost thereof.
  - 45.1.4 The estimated completion date for the program or semester.
- 45.2 The intent of the educational reimbursement program is to provide encouragement for members to improve their abilities to perform their current jobs, to prepare them for positions of greater responsibility, and to enhance their commitment to their job and to the City.
- 45.3 The City Manager (or his/her designee) after considering the recommendation of the Chief (or his/her designee), shall grant or deny the request for reimbursement. The City Manager's decision shall be final, except as provided in this article:
- 45.3.1 If the City Manager (or his/her designee) has not responded to an Educational Program Approval Form approved by the Chief within two weeks from the date of submission to the Chief, the request shall be deemed approved.
  - 45.3.2 A member may submit an Educational Program Approval Form for a plan of education which exceeds one semester in length. Approval for such a plan shall not be governed by subsection 45.3.1 above. Approval for such a plan of education may be revoked for any succeeding semester not less than thirty (30) days prior to the last day for registration for that semester.
  - 45.3.3 Due to decreases in City Revenue and depleted fund balance of the General fund, the educational reimbursement program may be suspended any given Fiscal year. The funding for the educational reimbursement program will be evaluated each subsequent Fiscal year and may be funded upon City Council approval.
- 45.4 A member who has received the City Manager's approval for educational reimbursement shall, within 45 days of the end of the course of study, or of the semester (in the case of a continuing degree program), submit to the Chief (or his/her designee) the following documents:
- 45.4.1 An itemized receipt showing payment for tuition and enrollment fees.
  - 45.4.2 A transcript reflecting the grade(s) achieved by the member for the completed course(s).

- 45.5 The City shall provide reimbursement for approved educational expenses documented pursuant to paragraph 45.4, according to the following schedule up to the per credit hour charge made by Brevard Community College or the University of Central Florida.
- 45.5.1 100% reimbursement for courses in which a final grade of “A” is achieved; or for courses in which a grade is not issued but the employee presents documentation of successful completion of the course.
- 45.5.2 80% reimbursement for courses in which a final grade of “B” or PASS is achieved.
- 45.5.3 60% reimbursement for courses in which a final grade of “C” is achieved.
- 45.5.4 No reimbursement for courses in which the final grade of less than “C” is achieved, or from which the employee had withdrawn or been issued an incomplete.
- 45.6 In order to receive educational reimbursement, a member must execute a formal contractual agreement with the employer provided that:
- 45.6.1 A member who received an Associates or Bachelor degree agrees to remain in the City’s employment for a minimum of one (1) year from the end of the course or semester for which the member receives reimbursement and a member who receives a Master’s degree, agrees to remain in the City’s employment for a minimum of two (2) years from the end of the course or semester for which the employee receives reimbursement; and
- 45.6.2 The member agrees to repay, pro rata, amounts received for educational reimbursement if the member’s City employment terminates within one year from the end of the course or semester for which the member receives reimbursement; and
- 45.6.3 The member agrees that any funds, including accrued vacation and sick leave balances, held for the member by the City on the date of a member's termination may be applied to satisfy the employee's liability for education reimbursement repayment under the agreement; and
- 45.6.4 The member agrees to pay all costs, including a reasonable attorney's fee, necessary to collect funds due in the event the City is required to institute legal action to recover educational reimbursement funds for which the employee is liable.

## **Article 46: Academic Achievement**

- 46.1 Members who have upon hire or earn an Associate or equivalent degree in an approved subject area shall receive an additional \$500.
- 46.2 Members who have upon hire or earn a Bachelor or equivalent degree in an approved subject area shall receive an additional \$750.

- 46.2.1 The approved subject areas shall include, but not be limited to the criminal justice field, law-related degrees, supervisory and management fields, psychology, sociology, or technical degrees that the Chief of Police determines are relative to the present or future needs of the Department.

## Article 47: Salary System and Wages

- 47.1 The City and the FOP recognize the importance and mutual benefit of a continuing long term career salary system for bargaining unit employees. The parties also realize that any salary system is subject to negotiations upon expiration of this agreement.
- 47.2 On October 1, 2024, base wages for members will increase by 3% rounded to the nearest dollar (see salary chart below).
- 47.3 On ~~April 1, 2022~~ October 1, 2024, all members will be placed in the step equivalent to their continuous time in grade with the City based on their hire date. This will not apply to any member who was hired at a step higher than Step 1, those members will remain in their current step until their anniversary date of hire, and then will proceed through the step plan as described below. ~~hired before April 1, 2021, will receive one (1) merit step increase.~~
- ~~47.4 Any future member that is hired at a step higher than Step 1 (as per Article 8) shall proceed through the step plan as described below.~~
- ~~47.54 During the October 1, 2024 through September 30, 2025 time period, each member will receive one (1) merit step on their anniversary hire date. On October 1, 2022, base wages will increase by 3% rounded to the nearest dollar. (see salary chart below)~~
- ~~47.65 On October 1, 2025, base wages will increase by 5% rounded to the nearest dollar. The step plan will be adjusted from a 1-13 step schedule to a 1-12 step schedule (see salary chart below). On April 1, 2023, the merit steps will be adjusted from a 3-19 step schedule to a 1-13 step schedule. If during the move to the new step plan on April 1, 2023, the increase is less than 3%, the member would move to the next higher step.~~
- ~~47.76 During the October 1, 2025 through September 30, 2026 time period, each member will receive one (1) merit step on their anniversary hire date. On October 1, 2023, base wages for members will increase by 2% rounded to the nearest dollar (see salary chart below).~~
- ~~47.87 On October 1, 2026, base wages for members will increase by 4% rounded to the nearest dollar. The step plan will be adjusted from a 1-12 step schedule to a 1-11 step schedule (see salary chart below). On April 1, 2024, all members hired before April 1, 2023, will receive one (1) merit step increase.~~
- ~~47.89 During the October 1, 2026 through September 30, 2027 time period, each member will receive one (1) merit step on their anniversary date. All bargaining unit members who are either at PO19/PO13 or achieve PO19/PO13 during the current CBA will receive a lump~~

~~sum payment for the wage increase amount above PO19/PO13. The lump sum will be paid out in the same pay period as all members receiving their merit step increase. The lump sum payment shall be pensionable.~~

47.109 During the first year of this contract, all bargaining unit members who are at the top step on their anniversary date will receive their pay increase as a lump sum payment, paid out in the same pay period as all other members receiving their increase. Should the member terminate employment during that year, the lump sum payment will be pro-rated for the actual dates worked and the amount paid, but not earned, will be deducted from their final paycheck. Effective October 1, 2025, all bargaining unit members who are at the top step on their anniversary date will receive their pay increase paid out bi-weekly, as an add pay. These payments shall be pensionable.

47.11 In the event of a City declared emergency, members will be compensated as outlined in the City Administrative Code G 25.2 (rule 15.3).

If the emergency closure falls on a holiday, members will be paid holiday pay, but will not receive emergency pay.

#### POLICE OFFICER SALARY CHART

<u>STEP</u>	<u>10/1/2024</u>	<u>STEP</u>	<u>10/1/2025</u>	<u>STEP</u>	<u>10/1/2026</u>
<u>PO1</u>	<u>\$53,612</u>	<u>PO1</u>	<u>\$56,292</u>	<u>PO1</u>	<u>\$58,544</u>
<u>PO2</u>	<u>\$55,220</u>	<u>PO2</u>	<u>\$57,981</u>	<u>PO2</u>	<u>\$60,300</u>
<u>PO3</u>	<u>\$56,877</u>	<u>PO3</u>	<u>\$59,720</u>	<u>PO3</u>	<u>\$62,109</u>
<u>PO4</u>	<u>\$58,583</u>	<u>PO4</u>	<u>\$61,512</u>	<u>PO4</u>	<u>\$63,972</u>
<u>PO5</u>	<u>\$60,340</u>	<u>PO5</u>	<u>\$63,357</u>	<u>PO5</u>	<u>\$65,892</u>
<u>PO6</u>	<u>\$62,151</u>	<u>PO6</u>	<u>\$65,258</u>	<u>PO6</u>	<u>\$67,868</u>
<u>PO7</u>	<u>\$64,015</u>	<u>PO7</u>	<u>\$67,216</u>	<u>PO7</u>	<u>\$69,904</u>
<u>PO8</u>	<u>\$65,936</u>	<u>PO8</u>	<u>\$69,232</u>	<u>PO8</u>	<u>\$72,002</u>
<u>PO9</u>	<u>\$67,914</u>	<u>PO9</u>	<u>\$71,309</u>	<u>PO9</u>	<u>\$74,162</u>
<u>PO10</u>	<u>\$69,951</u>	<u>PO10</u>	<u>\$73,449</u>	<u>PO10</u>	<u>\$76,386</u>
<u>PO11</u>	<u>\$72,050</u>	<u>PO11</u>	<u>\$75,652</u>	<u>PO11</u>	<u>\$78,678</u>
<u>PO12</u>	<u>\$74,211</u>	<u>PO12</u>	<u>\$77,922</u>		
<u>PO13</u>	<u>\$76,437</u>				

<u>STEP</u>	<u>12/5/2020</u>	<u>10/1/2021</u>	<u>10/1/2022</u>	<u>STEP</u>	<u>4/1/2023</u>	<u>10/1/2023</u>
<u>PO3</u>	<u>\$41,525</u>	<u>\$42,771</u>	<u>\$44,054</u>	<u>PO1</u>	<u>\$49,585</u>	<u>\$50,577</u>
<u>PO4</u>	<u>\$42,773</u>	<u>\$44,056</u>	<u>\$45,378</u>	<u>PO2</u>	<u>\$51,073</u>	<u>\$52,094</u>
<u>PO5</u>	<u>\$44,055</u>	<u>\$45,377</u>	<u>\$46,738</u>	<u>PO3</u>	<u>\$52,605</u>	<u>\$53,657</u>
<u>PO6</u>	<u>\$45,376</u>	<u>\$46,737</u>	<u>\$48,139</u>	<u>PO4</u>	<u>\$54,183</u>	<u>\$55,267</u>
<u>PO7</u>	<u>\$46,738</u>	<u>\$48,140</u>	<u>\$49,584</u>	<u>PO5</u>	<u>\$55,808</u>	<u>\$56,925</u>
<u>PO8</u>	<u>\$48,139</u>	<u>\$49,583</u>	<u>\$51,071</u>	<u>PO6</u>	<u>\$57,483</u>	<u>\$58,632</u>

PO9	\$49,584	\$51,072	\$52,604	PO7	\$59,207	\$60,391
PO10	\$51,072	\$52,604	\$54,182	PO8	\$60,983	\$62,203
PO11	\$52,603	\$54,181	\$55,807	PO9	\$62,813	\$64,069
PO12	\$54,181	\$55,806	\$57,481	PO10	\$64,697	\$65,991
PO13	\$55,808	\$57,482	\$59,207	PO11	\$66,638	\$67,971
PO14	\$57,482	\$59,206	\$60,983	PO12	\$68,637	\$70,010
PO15	\$59,207	\$60,983	\$62,813	PO13	\$70,696	\$72,110
PO16	\$60,983	\$62,812	\$64,697			
PO17	\$62,813	\$64,697	\$66,638			
PO18	\$64,697	\$66,638	\$68,637			
PO19	\$66,638	\$68,637	\$70,696			

## Article 48: Chain of Command

- 48.1 Members will only be supervised by, assigned to, or work for sworn law enforcement supervisors with the Palm Bay Police Department holding the rank of: Corporal, Sergeant, Lieutenant, Commander, Deputy Chief and the Chief of Police.
- 48.2 The only deviation may be in a State of Florida or City of Palm Bay declared state of emergency, the City will make every effort to have sworn law enforcement personnel assigned to sworn law enforcement supervisors. Once the state of emergency has been resolved, members will report back to their normal sworn chain-of-command.

## Article 49: Performance Evaluations

- 49.1 Performance logs and annual evaluations are to foster fair and impartial personnel decisions, maintain and improve performance, provide a medium for personnel counseling, facilitate proper decisions regarding probationary employees, provide an objective and fair means for measurement of individual performance in accordance with prescribed guidelines, identify training needs and assist in career development.
- 49.2 Performance log entries shall be made quarterly by the employee's immediate supervisor. Annual Evaluations shall be completed ~~in January of each year for the previous 12-month rating period~~ once a year on the members anniversary of their hire date to the position of Police Officer. Probationary evaluations are due quarterly following regular quarterly or monthly reporting period.
- 49.3 Once the performance log and/or performance evaluation is signed off, they cannot be altered by any reviewing authority, however, subsequent addendums may be added and then signed off on.
- 49.4 Members will have the ability to add a written rebuttal or comment prior to signing the performance log.

- 49.5 Members shall have the right to include a written rebuttal to comments and/or addendums attached to performance evaluations.
- 49.6 There shall be no Performance Evaluations placed in a member's personnel folder unless they have first been given the opportunity to sign it and have received a copy.

## **Article 50: Retirement**

- 50.1 Except as provided otherwise in this agreement, the City agrees to maintain the present retirement system for the duration of this agreement.
- 50.2 The FOP recognizes the City's right and duty to maintain the actuarial soundness of the existing contributory police retirement system as required by applicable Florida statutes, in order to provide secure retirement benefits for all present and future participants.
- 50.3 Should the State Legislature mandate changes to the existing retirement system, the parties agree to enter into prompt negotiations regarding such changes.
- 50.4 It is agreed that if the actuary studies conclude that a change or changes can be made to the plan without financial contributions by the City, the proposed change will be subject to negotiation by the parties.
- 50.5 Effective October 1, 2005, the City and FOP agree that the police pension plan participants, who have served a minimum of ten (10) years as a sworn law enforcement officer for the City of Palm Bay and who had prior experience in sworn law enforcement and/or military service, shall be eligible to trade in their accrued sick and vacation to buy, at the cost to buy the credit that existed on their date of hire, up to four (4) years of pension credit with the pension plan. A police pension plan participant who meets the criteria above can use any combination of accrued sick, vacation or the participants own money to buy all or a portion of the four (4) years pension credit. The City reserves the right to determine the type of actuarial costing method to be used to determine the cost of the buy-back. The determination of the actuarial costing method is at the sole discretion of the City.
- 50.6 Effective October 1, 2006 the City and FOP agree that police participants in the pension plan will be eligible to retire at twenty-eight (28) years of service regardless of age. The multiplier for years of service in excess of twenty (20) years will be 5%.

Effective upon ratification the City and FOP agree that police participants in the pension plan will be eligible to retire at twenty five (25) years of service regardless of age. The multiplier for years of service in excess of twenty (20) years will be 5%.

- 50.7 Effective October 1, 202~~41~~, the City and the FOP agree that police participants in the pension plan will be paid by the plan a benefit of \$~~34~~5 per month per year of service to participants who either terminate while vested or reach normal retirement or early retirement. This benefit shall only be paid for the life of the participant and will not be

paid to disabled participants. The benefit shall cease when the participant reaches the age of sixty-five (65).

- 50.8 Effective October 1, 2007, the City and the FOP agree that compensation or salary shall mean the total cash remuneration, excluding overtime, paid by the City to a police participant for services rendered. Also excluded from the definition of compensation are any payments for extra duty or special duty or a special detail work performed on behalf of a second party employer.
- 50.9 The FOP agrees, for the duration of this Agreement, that the FOP shall not request any additional pension benefits for police participants. To the extent allowed by law, the FOP agrees that for the duration of this Agreement the Palm Bay Police and Fire Pension Board shall not request any additional pension benefits for police participants.
- 50.9.1 If the receipt of state funds (“185 Money”) increases to the point where it can fully fund the purchase of overtime for purposes of meeting the remaining state mandated minimum benefits outlined in Chapter 185, Florida Statutes, then the FOP may request a change in the plan.
- 50.10 The City and the FOP agree that on or before May 15th of each year, the pension board shall provide to the City Manager the final approved Valuation Report determining the annual required contribution for the next fiscal year.
- 50.10.1 The City and the FOP agree that the pension board shall submit its written request to the City Manager for all necessary data to complete the Valuation Report by no later than March 1<sup>st</sup> of each year. The City will provide a response to the pension board by April 1<sup>st</sup> of each year.
- 50.10.2 If the City fails to provide the requested data by April 1<sup>st</sup>, then the pension board’s May 15<sup>th</sup> deadline will be extended by the number of days the City goes beyond the April 1<sup>st</sup> deadline.
- 50.11 If a member is no longer employed by the employer maintaining your retirement plan and your plan account is between \$1,000 and \$5,000, the plan administrator may deposit the money into an IRA in your name if you don’t elect to receive the money or roll it over. If your plan account is \$1,000 or less, the plan administrator may pay it to you, less, in most cases, 20% income tax withholding, without your consent. You can still roll over the distribution within 60 days. This administrative procedure is to mirror IRS Code.

## **Article 51: Travel & Per Diem**

- 51.1 Compensation for travel will be reimbursed to the member for mileage where appropriate and in accordance with applicable Florida Statutes or City policy, whichever is higher.
- 51.2 When members are attending seminars, educational programs, or other travel requiring them to be out of the City for longer than one day, the City will provide the employee with

the per diem amount. The per diem shall be paid in advance of travel where possible, and the member shall not be required to submit receipts for meal expenses. Per Diem shall be based upon departure and return times in accordance with State Statute.

- 51.3 The member shall be responsible for submitting receipts for reimbursement for expenses other than meals.
- 51.4 On certain occasions, because of budgetary constraints and agreed to prior to the travel requiring activity, the City can allow the member to attend on duty time only.
- 51.5 Requested training courses shall have direct bearing on the work of the member. Attendance at training courses must be approved by a Captain or above. Written approval for expenditures, other than City funding, to be paid by grants from State or Federal governments, from private or professional organizations, or by the individual member must be submitted with the training request. Requests for City funding must be approved by a Captain or above. Absences for approved city funded training that occurs during normal work hours shall be with pay.
- 51.6 Due to budget constraints, an employee may attend training, on or off duty, if the employee is willing to pay some or all costs. The employee must submit the training requests on the department's school request form. If on duty, approval will be based on the affect the absence will have on departmental operations, services and functions. If off duty, the attendance will be without pay.

## **Article 52: Off-Duty and Extra-Duty Employment**

- 52.1 **Off-Duty Employment:** A member, with the approval of the Chief of Police or his designee, may be employed in off-duty police type employment which does not violate federal, state, or local law, and which does not compromise any ongoing criminal investigations. The Chief of Police must be notified in writing of all off-duty employment of an ongoing nature through an "Off-Duty Employment" form.
  - 52.1.1 The Chief of Police may disapprove an off-duty employment request if the nature of the work is similar in scope to routine police functions and may be a conflict of interest that could place the department in a bad light. Positions such as process server, bill collector, repossessions, private investigations, and others as described in the Palm Bay Police Department General Order No. 222 are prohibited. Prior to undertaking such employment, the employee shall present all relevant information concerning the proposed employment to the Chief of Police or his designee. The Chief of Police shall indicate his approval or denial within five (5) working days from submission.
  - 52.1.2 Employment which is not similar in scope to routine police functions such as employment which does not involve the wearing of a police uniform or the performance of security functions requires notification to the Chief of Police but does not require his approval.

- 52.2 **Extra-Duty Employment:** The Chief of Police will assign an Extra-Duty Coordinator to manage Extra-Duty Assignments. No bargaining unit member shall contract separately from the City to perform extra-duty details.
- 52.2.1 Rates charged to the Extra-Duty employer will be established by the City. An additional fee will be added to the rate to cover administrative costs including wear and tear of uniforms.
- 52.2.2 The City shall set rate of pay, hours scheduled, and method of allotting extra-duty employment.
- 52.2.3 Payment to bargaining unit members for extra-duty detail will be disbursed through the City payroll system and will have the appropriate taxes withheld. Payment for extra duty services shall not be considered part of wages for purposes of computation of overtime or for pension benefits.
- 52.3 It is recognized by the City and FOP that the primary responsibility of unit members is their assigned police duty. Any member who fails to report fit for duty because of off-duty employment shall be subject to appropriate disciplinary action.
- 52.4 When a member is off-duty and observes a violation of the law or other situation that requires him/her to act in the capacity as a law enforcement officer, the member is automatically transferred to an on-duty status. If a member is injured in an accident while engaged in off-duty employment not related to law enforcement, compensation, if any, for the accident will be between the officer and the secondary employer.
- 52.5 Members working extra-duty shall be covered by the City's worker's compensation. The city's worker's compensation program will only be responsible for extra-duty injuries, if the secondary employer does not have worker's compensation coverage. The City will make every effort to ensure secondary employers have worker's compensation coverage for off-duty officers. This shall not preclude the City from seeking reimbursement for workers' compensation from the secondary employer.
- 52.6 The City agrees to include in all future City contracts that involve traffic control, security, or any other law enforcement function that the contractors shall first attempt to utilize the extra-duty detail system to perform those functions related to the projects.
- 52.6.1 A contract with the City is any contract entered into by the City.
- 52.6.2 The City will provide the contractors with the Extra-Duty Coordinator contact information.
- 52.6.3 The contractor will be responsible for contacting and contracting with the Extra-Duty Coordinator for the manpower required to complete the project.

## **Article 53: Layoff and Recall**

- 53.1 Application -- Seniority, as defined in Article 10, shall govern layoff and recall, and shall apply for the purposes of vacation preference, transfers, and promotions.
- 53.2 Layoff -- In the event of a layoff for any reason, employees shall be laid off in inverse order of seniority.
- 53.3 Recall
  - 53.3.1 Members in layoff status shall retain recall rights for twenty-four (24) months from the date of layoff. The names and seniority dates of laid-off members shall be placed on a recall list. A copy of the list shall be supplied to the FOP.
  - 53.3.2 Notice of recall shall be given to the member by certified mail, return receipt, sent to the most recent address contained in the laid-off member's personnel records. It shall be the responsibility of each laid-off member to keep the City continuously advised of his/her correct current address if the member desires to be recalled.
  - 53.3.3 A member who receives a notice of recall must notify the City's Human Resources Department of his/her desire to return to work no later than the close of the tenth (10th) business day following his/her receipt of the recall notice. If a notice of recall is returned unclaimed, it shall be presumed that the address was not correct. A laid off member who fails to notify the Human Resources Department in accordance with this section shall lose recall rights.
  - 53.3.4 Within twenty (20) working days of the date a laid off member gives notification to the Human Resources Department of his or her desire to return to work, the member must report fit for duty or lose recall rights.
  - 53.3.5 Members shall be recalled in order of seniority as shown on the recall list determined at the date the initial layoff occurred. The member with the greatest seniority shown on the recall list shall be recalled first. If, after the City has provided notice of recall in accordance with this Article to each of the members on the recall list, vacancies exist because laid off members have refused recall or failed to respond to notice within the time allotted, the recall list shall be deemed exhausted and the City shall fill vacancies through its ordinary hiring process.
  - 53.3.6 Upon the return of a laid off member to a unit position, the recalled member shall be placed at the same pay level he or she occupied on the date of layoff and shall receive the rate of pay applicable under the salary system in force on the date of recall.
  - 53.3.7 When a member has been reduced in rank due to a layoff or work force reduction, that member shall be placed into the salaried position closest to the salary held at the previous rank.

53.3.7.1 Those police officers leaving the service of the City on layoff will remain in the layoff status for twenty-four (24) months. However, if a vacancy becomes available at the position previously occupied by the reduced member within twenty-four (24) months or less, the reduced member shall be placed into that vacancy at the grade and step he had previously attained.

53.3.8 Seniority shall not accrue during layoff. Upon recall, a member's seniority shall be from the member's former hiring date, less the period of layoff.

## **Article 54: Alcohol and Substance Abuse Policy and Testing**

54.1 Purpose:

54.1.1 It is the City's policy that employees present themselves for duty, free of the influence of illegal drugs or other intoxicants. The use of illegal drugs and the abuse of alcohol by City employees constitute a danger to the employee, fellow employees, and the general public. The use, sale, or possession of an illegal drug or alcohol in the workplace may negatively affect the City's efficiency in providing service to its citizens and can have an adverse impact on how the public perceives the City and its employees. The use, sale, or possession of an illegal drug by Police Officers is more serious because it destroys the credibility of the law enforcement officer and adversely impacts on the officer's ability to successfully testify against defendants in all future drug enforcement cases. For this reason, the possession, distribution, manufacture, sale, or being under the influence of an illegal drug by a Police Officer will be grounds for immediate termination.

54.1.2 The use, consumption, possession, distribution, manufacture, or being under the influence of illegal drugs or alcohol by employees while performing job duties for the City is specifically prohibited, except as provided for in 54.1.3.

54.1.2.1 Employees are prohibited from possessing, using, distributing or being under the influence of alcohol while on the job or on City property, except as provided for in 54.1.3. City property includes such areas as parking lots, vehicles, break rooms and locker rooms.

54.1.2.2 The use, consumption, possession, distribution, manufacture, sale, or being under the influence of illegal drugs, whether on or off duty, is prohibited as it may affect on-the-job performance and the confidence of the public in the City's ability to provide services and meet its obligations. The use, consumption, possession, distribution, manufacture, sale, or being under the influence of illegal drugs by law enforcement officers at any time, whether on duty or off duty, is specifically prohibited except as provided for in 54.1.3, and is grounds for immediate termination.

- 54.1.2.3 If an employee has knowledge of the use and/or presence of alcohol or illegal drugs in the workplace, he/she should immediately report this information to his/her supervisor or to the Human Resources Department. Reports, complaints and investigations will be kept confidential to the extent permitted by law.
- 54.1.3 Police Officers who are acting within the scope of their employment are permitted to possess illegal drugs, to the extent that such possession is required by the specific duties and assignments of the particular police officer.
  - 54.1.3.1 Police Officers shall be responsible for the accountability and proper disposition of illegal drugs as directed by Police Department Policy and Regulations, General Orders, and statutory mandates.
  - 54.1.3.2 Police Officers assigned to undercover assignments shall be permitted to possess and have other contact with illegal drugs unless their conduct violates Police Department directives regulating their behavior as undercover agents. This exemption shall also apply to city employees acting as agents of police officers whose primary duty assignment is the investigation of illegal drug and vice activity.
- 54.2. Definitions:
  - 54.2.1 Drug Test or “test” means any chemical, biological, or physical instrumental analysis administered for the purpose of determining the presence or absence of a drug or its metabolites.
  - 54.2.2 “Initial drug test” means a sensitive, rapid, and reliable procedure to identify negative and presumptive positive specimens. All initial tests shall use an immunoassay procedure or an equivalent or shall use a more accurate scientifically accepted method approved by the Agency for Health Care Administration as such more accurate technology becomes available in a cost-effective form.
  - 54.2.3 “Confirmation test”, “confirmed test” or “confirmed drug test” means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen. The confirmation test must be different in scientific principle from that of the initial test procedure. This confirmation method must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.
  - 54.2.4 "Illegal drug" means any narcotic, barbiturate, marijuana, central nervous system stimulant, hallucinogen, cocaine or any controlled substance as defined by Section 893.03, Florida Statutes, as amended from time to time, not possessed or used in accordance with a lawful prescription.
  - 54.2.5 “Specimen” means blood or urine of the human body capable of revealing the presence of drugs or their metabolites or alcohol.

54.2.6 “Adulterated or tampered specimen” means a specimen reflecting the presence of a foreign substance, reflecting clinical signs or characteristics not associated with a normal specimen, or if an endogenous substance is present at a concentration greater than the normal physiological concentration. An adulterated or tampered with specimen that is unable to be tested due to tampering or adulterants will be considered as a refusal to submit to the test and the employee will be subject to disciplinary action, up to and including termination.

54.2.7 “Chain of Custody” refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, storing specimens, and reporting of test results.

54.2.8 “Safety-sensitive position” means any position, including a supervisory position covered by this Agreement, in which a drug impairment would constitute an immediate and direct threat to public health or safety.

54.2.9 “Special risk” means employees who are required as a condition of employment to be certified under chapter 633 or chapter 943.

#### 54.3. Circumstances When Testing May Be Required:

54.3.1 This section applies only to employees who use their Commercial Driver’s License for the benefit of the City. The City Manager, or designee, may require an employee to submit to drug and/or alcohol testing as required by the Federal Highway Administration (FHWA) Controlled Substances & Alcohol Use & Testing Program, 49 CFR 382 et seq. This federal regulation also known as “CDL Testing” requires testing for alcohol as well as for controlled substances. Drug and alcohol threshold levels and procedures for CDL testing shall be as specified in 49 CFR 382, et seq.

54.3.2 The City Manager, or designee, may also require an employee to submit to testing when the employee’s immediate supervisor (Sergeant or above) and a supervisor of the rank of ~~Major~~Commander or above have a reasonable suspicion to believe that the employee has possessed, used, distributed or been under the influence of illegal drugs or alcohol in violation of this policy. A reasonable or founded suspicion is an opinion which is based on specific and articulable facts and reasonable inferences drawn from those facts in light of experience. A supervisor may suspect that an employee is using or under the influence of illegal drugs or alcohol by observing symptoms or behavior, including but not limited to:

- (1) Excessive Absenteeism or chronic lateness.
- (2) Drowsiness or sleepiness.
- (3) Alcohol on breath.

- (4) Slurred or incoherent speech.
- (5) Unusually aggressive behavior.
- (6) Lack of manual dexterity or coordination.
- (7) Unexplained work-related accident or injury.
- (8) Arrest for drug or alcohol related crime.
- (9) Vehicle accident with death or injury to employee or another.
- (10) For employees who use their CDL's for the benefit of the City, any DOT related incident resulting in injury or property damage.
- (11) Suffered a worker's compensation injury.
- (12) Abnormal conduct or erratic behavior and/or a significant deterioration in work performance.
- (13) A report of drug use provided by a reliable and credible source.
- (14) Evidence that an individual has tampered with a drug test during his or her employment with the City.
- (15) Reliable information that an employee has caused or contributed to an accident while at work.
- (16) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs outside of his/her job-related responsibilities.

The decision to require the employee to submit to testing in the case of suspected alcohol abuse, or in the case of suspected drug abuse, will require the approval of the City Manager, or designee, upon recommendation of the employee's immediate supervisor (Sergeant or above) and a supervisor of the rank of Police ~~Major~~ Commander or above, prior to any test taking place. The cost of such test shall be the City's responsibility. Employees who are using a lawfully prescribed drug are encouraged to notify their department head and/or the Human Resources Department in advance of taking a drug test. The Police Department will be notified if illegal drugs are found or involved. The City, in coordination with law enforcement officers, reserves the right to search City property and facilities.

54.3.3 On a random basis, provided that no employee shall be randomly tested more than two (2) times in the same calendar year.

54.3.3.1 Random drug testing will only be required of a bargaining unit member on their regularly scheduled workday. No one will be called in on their regularly scheduled day off or scheduled vacation or compensatory time.

54.3.3.2 ~~Random drug testing will be held on a day the majority of the bargaining unit members are working. Currently that day would be on Thursday of each week.~~ Every effort will be made to test the bargaining unit members within the first four (4) hours of their shift. If a situation occurs that requires a deviation from this timeframe, the Union President will be notified of the reason for the deviation.

54.3.3.3 ~~City premises is the preferred location for random drug testing. However, Palm Bay Hospital, Holmes Regional Hospital, Health First Occupational Medical Center or Random drug testing may be done at the current contracted providers location or City premises if applicable. may be used as an alternate location.~~

54.3.3.4 The City utilizes a ten-panel test, which currently exceeds FDLE standards. Those tests not required by FDLE will not be reported to FDLE if a positive test result is received; however, the City may discipline an employee for a positive test result, up to and including dismissal.

54.3.4 Routine fitness for duty. The City may require an employee to submit to a drug test if the test is conducted as part of a routinely scheduled employee fitness-for-duty medical examination that is part of the City's established policy or that is scheduled routinely for all members of an employment classification or group.

#### 54.4 Testing Procedures:

54.4.1 All specimens will be collected at a designated facility as arranged through the Human Resources Department. Chain of custody procedures, security procedures, and specimen collection (access to authorized personnel only, privacy, and integrity and identity of specimen) at the designated facility shall be in accordance with HHS Guidelines. The collection facility and the substance Abuse and Mental Health Services Administration (SAMHSA) certified tester shall follow specimen collection and testing procedures consistent with the HHS Guidelines, except as specifically amended herein.

54.4.1.1 Employees who are required to submit to a test for the presence of alcohol or illegal drugs shall sign an authorization releasing all test results and records to the City. Any employee who refuses to sign such authorization, or who refuses to submit to alcohol or drug testing in accordance with this policy, shall be subject to disciplinary action, up to and including termination.

54.4.1.2 While awaiting the test results for reasonable suspicion of the initial and confirmation test results, the employee will be removed from active duty and placed on administrative leave with pay. If the test results are positive, the employee shall be placed on annual leave or leave without pay.

54.4.2 The threshold level or cut-off limit for drugs shall be as established by HHS and/or SAMHSA. The threshold level for determination that an employee is under the influence of alcohol shall be in accordance with section 316.1934, Florida Statutes.

54.4.3 In testing for the presence of alcohol, blood testing that provides quantitative results showing the amount of alcohol present in the blood will be utilized.

54.4.4 In testing for the presence of illegal drugs, the following procedures shall be followed:

54.4.4.1 The employee shall be required to provide two specimens at the time of collection.

54.4.4.2 The first of the samples shall be submitted for the initial drug test:

~~54.4.4.2.1~~ The City shall comply with the initial drug testing parameters set forth in Chapter 59A-24.006(4) (e) 1; and Florida Administrative Code, as may be amended from time to time. If the results of this test are negative, no further testing will be conducted, unless the city determines the confirmation test is necessary.

54.4.4.3 If the results of the initial test are positive, the sample will be submitted for the confirmation test to verify the initial test results:

~~54.4.4.3.1~~ The City shall comply with the confirmation drug testing parameters set forth in Chapter 59A-24.006(f) 1; and Florida Administrative Code, as may be amended from time to time.

54.4.4.4 If the results of the second test are positive, only after an MRO (Medical Review Officer) has given the employee an opportunity to explain the positive test results, the City shall be notified of the results. The City shall notify the employee of the results. At that time, the employee may elect to have the second sample subjected to testing. If the tests on the second sample are positive, or if the employee does not request testing of the second sample, the City may take corrective action as provided below, including disciplinary action where appropriate.

54.4.5 The possession, distribution, manufacture, sale, or being under the influence of an illegal drug by a Police Officer will be grounds for immediate termination. Any employee found to have possessed, used, or been under the influence of alcohol while on duty shall be discharged except as provided for in 54.1.3.

54.4.6 Any employee who feels a need for alcohol treatment may request and will receive treatment through the City's Employee Assistance Program (EAP). Those who voluntarily come forward before being mandatorily requested to go for an alcohol screening will be permitted to continue employment with the City, provided they comply with all requirements of the alcohol treatment and/or rehabilitation program.

- 54.4.7 Those employees who successfully complete a course of treatment or rehabilitation will be subject to unannounced testing for alcohol for a period of one year following completion of the treatment/rehabilitation program. A test result indicating the presence of alcohol during this period will result in the employee's discharge from City employment.
- 54.4.8 Any employee who is arrested for or convicted of a crime involving substance abuse is required to notify the City's Human Resources Department no later than twenty-four hours after such arrest or conviction.
- 54.4.9 Employees who are required by this article to take a test shall be required to sign an authorization form releasing the records of such tests to the Employer. The Employer shall release relevant information contained in those records only to those Employer management officials and representatives directly involved in employment related decisions involving that employee. This shall not limit the Employer from providing work-related information regarding the employee to the employee's supervisors, including work-related limitations or requirements and the reasons, therefore. Each individual receiving such information will be instructed regarding the confidential nature of that information.

Professional Conduct						
<b>G.O. 401.3 Responsibilities</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
G.O. 401.3 (A) - Laws, Rules and Orders	X	X	X	X	X	X
G.O. 401.3 (B) - Violation of Directives	X	X	X			
G.O. 401.3 (C) - Working Knowledge	X	X				
G.O. 401.3 (F) – Unlawful Order	X	X				
<b>G.O. 401.4 Duty Responsibilities</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
G.O. 401.4 (A) – Duty to Act	X	X	X			
G.O. 401.4 (B) - Competency	X	X	X			
G.O. 401.4 (C) - Prohibited Activities on duty						
G.O. 401.4 (C)(1) – Conducting any private business enterprise	X	X	X			
G.O. 401.4 (C)(2) – Illegal gambling, unless it is to further a police purpose			X	X	X	X
G.O. 401.4 (C)(3) – Visiting or loitering in taverns, theaters, or other public places except in the performance of police duties or on an approved break	X	X				
G.O. 401.4 (C)(4) – Any sexual activity as defined by the Florida Criminal Justice Standards and Training Commission			X	X	X	X
G.O. 401.4 (D) – Obtaining Information	X	X				
G.O. 401.4 (E) – Interference		X	X			
G.O. 401.4 (F) – Duty Assignment	X	X	X			
G.O. 401.4 (G) – Reporting for Duty	X	X	X			
G.O. 401.4 (H) – Response to Calls/Reports	X	X	X			
G.O. 401.4 (I) – Use of Equipment/Facilities	X	X	X			
G.O. 401.4 (J) – Vehicle Operation	X	X				
G.O. 401.4 (K) – Police Identification	X	X				
G.O. 401.4 (L) – Carry/Use of Weapons	X	X	X			
G.O. 401.4 (M) – Truthfulness			X	X	X	X
<b>G.O. 401.5 Limits of Authority</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
G.O. 401.5 (A) – Authority Subject to Law and Rights of Others		X	X	X	X	X
G.O. 401.5 (B) – Off-Duty Officers	X	X	X			
G.O. 401.5 (C) – Off-Duty; Duty to Report	X	X	X			
G.O. 401.5 (D) – Officer Discretion; Misdemeanors and Infractions	X	X				
G.O. 401.5 (E) – Officer Discretion; Felonies	X	X	X			
G.O. 401.5 (F) – Officer Discretion; Dismissal of Charges	X	X	X	X		
G.O. 401.5 (G) – Officer Discretion; Release of Suspects on their Own Recognizance	X	X	X			
<b>G.O. 401.6 Substandard Performance</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
G.O. 401.6 (A) – Competency	X	X	X	X	X	X
<b>G.O. 401.7 Conduct Toward the Public</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
G.O. 401.7 (A) – Respect for Police Service	X	X	X			
G.O. 401.7 (B) – Courtesy Towards All	X	X				
G.O. 401.7 (C) – Acts on Requests	X	X				
G.O. 401.7 (D) – Impartiality	X					

<b>G.O. 401.8 Gifts and Gratuities</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
G.O. 401.8 (A) – Special Consideration; Influence of Judgment	X	X				
G.O. 401.8 (B) – Gratuity	X	X				
G.O. 401.8 (C) – Discount	X	X				
G.O. 401.8 (D) – Gifts/Donations	X	X				
G.O. 401.8 (E) – Solicitation	X	X	X			
G.O. 401.8 (F) – Using Official Position for Gain or Privileges	X	X	X	X		
G.O. 401.8 (G) – Endorsements	X	X	X			
G.O. 401.8 (H) – Recommending Products or Services	X	X				
G.O. 401.8 (I) – Awards/Rewards	X	X				
<b>G.O. 401.9 Professional Appearance</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
G.O. 401.9 (A) - Demeanor	X	X				
G.O. 401.9 (B) – Use of Tobacco	X	X				
G.O. 401.9 (C) – Salute Protocol	X	X				
G.O. 401.9 (D) – Courtesy to National Anthem	X	X				
<b>G.O. 401.10 Alcohol and Drugs</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
G.O. 401.10 (A) – Use of Alcohol While On Duty	X	X	X	X		
G.O. 401.10 (B) – Use of Alcohol While Off Duty	X	X	X			
G.O. 401.10 (C) – Alcohol or Controlled Substances on City Property	X	X	X			
G.O. 401.10 (D) – Taking Medications While On Duty	X	X	X			
G.O. 401.10 (E) – Use of Illegal Substances			X	X	X	X
G.O. 401.10 (F) – Purchasing Alcoholic Beverages in Uniform	X	X	X			
G.O. 401.10 (G) – Attendance at Training	X	X				
<b>G.O. 401.11 Political Activities</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
G.O. 401.11 (A) – Off Duty Opinions	X					
G.O. 401.11 (B) – No Campaign Material On Duty	X	X				
G.O. 401.11 (C) – Elected Office Prohibited	X	X				
G.O. 401.11 (D) – Subordinates	X	X				
G.O. 401.11 (E) – Member of Subversive Groups	X	X	X	X	X	X
G.O. 401.12 Strikes or Work Stoppages	X	X	X	X		
<b>G.O. 401.13 General Conduct</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
G.O. 401.13 (A) – Unlawful Discharge of Duties	X	X	X			
G.O. 401.13 (B) – Cooperation With Other Public Entities	X	X	X			
G.O. 401.13 (C) – Conduct in Private Life	X	X				
G.O. 401.13 (E) – Conduct Unbecoming an Officer	X	X	X	X	X	X
G.O. 401.13 (E)(1) – Insubordination or disrespect toward a superior officer	X	X	X	X	X	X
G.O. 401.13 (E)(2) – Neglect or inattention to duty	X	X	X	X	X	X
G.O. 401.13 (E)(3) – Sleeping on duty		X	X	X		
G.O. 401.13 (E)(4) – Absent from duty without permission	X	X	X			
G.O. 401.13 (E)(5) – Leaving post without proper relief or permission	X	X	X			
G.O. 401.13 (E)(6) – Making a false statement, report, communication or entry into any official record or other official or required report or record			X	X	X	X
G.O. 401.13 (E)(7) – Accepting fees, rewards or gifts of any kind from any person arrested or in his behalf		X	X			

G.O. 401.13 (E)(8) – Refusing to give name, badge number or to display identification card in a courteous manner when requested	X	X				
G.O. 401.13 (E)(9) – Neglecting to report any member of the Department known to have violated any directive order issued for the guidance of the Department where such violation would bring discredit to such member and/or the Department	X	X	X			
G.O. 401.13 (E)(10) – Neglect or refusal to comply with oral or written orders		X	X			
G.O. 401.13 (F) – Respect for Other Members	X	X				
G.O. 401.13 (G) – Interagency Cooperation	X	X				
G.O. 401.13 (H) – Visiting Places of Ill Repute	X	X	X			
G.O. 401.13 (I) – Associating with Lawbreakers	X	X				
G.O. 401.13 (J) – External Influence for Personal Preferment	X	X				
G.O. 401.13 (K) – Public Comments, Criticism or Ridicule of the Department	X	X				
G.O. 401.13 (L) – Updating Personal Information	X					
	1	2	3	4	5	6
G.O. 401.14 Rules Governing Conduct	X	X	X	X	X	X
	1	2	3	4	5	6
G.O. 401.15 Recognizing Investigators	X	X				
	1	2	3	4	5	6
G.O. 401.16 Refusal to Render Administrative Statement	X	X	X	X	X	X
	1	2	3	4	5	6
G.O. 401.17 Obtaining Investigative Information on People	X	X	X			
	1	2	3	4	5	6
G.O. 401.18 In-Service Training	X	X	X			
<b>G.O. 414 Department Vehicles</b>						
<b>G.O. 414.2 Procedures</b>	1	2	3	4	5	6
G.O. 414.2(A) - Alcoholic Beverages Prohibited	X	X	X			
G.O. 414.2(B) – Extended Leave Storage	X	X				
G.O. 414.2(D) – Inspections	X	X				
G.O. 414.2(F) - Parking	X	X				
G.O. 414.2(G) – Weapons in Vehicles	X	X				
G.O. 414.2(H) - Idling	X					
<b>G.O. 414.3 Operation</b>	1	2	3	4	5	6
G.O. 414.3(A) - Assignment	X					
G.O. 414.3(B) – Seat Belts	X	X				
G.O. 414.3(B)(1) – Prisoners, regardless of age, shall be secured in a seat belt, unless officer safety is jeopardized	X	X				
G.O. 414.3(B)(2) – When transporting children under five (5), all efforts to secure a separate child carrier shall be made.	X	X				
G.O. 414.3(C) – Invalid Driver License	X	X	X			
G.O. 414.3(F) – Family Passengers	X	X				
G.O. 414.3(G) – Officers Armed	X	X				
G.O. 414.3(H) – Heavy Transport	X	X				

G.O. 414.3(I) – Radio On	X	X				
G.O. 414.3(J) – Special Privileges	X	X				
G.O. 414.3(K) – Smoking Prohibited	X	X				
<b>G.O. 414.4 Assigned Vehicle Program</b>						
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
G.O. 414.4(D) – Off Duty Use	X	X				
G.O. 414.4(D)(1) – Education Privilege	X	X				
G.O. 414.4(D)(2) – Off Duty Procedures	X	X				
G.O. 414.4(D)(2)(a) – Radio Contact	X	X				
G.O. 414.4(D)(2)(b) – Parking	X	X				
G.O. 414.4(D)(2)(c) – Enforcement Action	X	X				
G.O. 414.4(D)(2)(d) – Duty Responsibility	X	X				
G.O. 414.4(D)(2)(e) – Response to Calls	X	X				
G.O. 414.4(E) – Schools	X	X				
G.O. 414.4(F) – Use Off Duty Employment	X	X				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
G.O. 414.4(G) – Limited Duty	X	X				
G.O. 414.4(H) – Civilian Passengers	X	X				
G.O. 414.4(J) – Proper Attire	X	X				
G.O. 414.4(K) – Unmarked Enforcement	X	X				
G.O. 414.4(K)(1) – Unmarked and Uniformed	X	X				
G.O. 414.4(K)(3) – Failure to Stop	X	X				
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
<b>G.O. 414.5 Maintenance and General Repair</b>	X	X				
<b>G.O. 414.6 Accidents Involving City Vehicles (See Traffic Crash Matrix)</b>						
<b>G.O. 201 – Use of Force</b>	X	X	X	X	X	X
Miscellaneous violations may be added as required						
<b>Preventable Traffic Crash Disciplinary Matrix</b>						
<b>G.O. 506.6 Traffic Crashes involving Palm Bay City Vehicles</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
Preventable Traffic Crash w/ Non-Incapacitating Injury or Minor Damage	X	X				
Preventable Traffic Crash w/Incapacitating Injury or Major Damage	X	X	X	X		
Preventable Traffic Crash w/Fatal Injury	X	X	X	X	X	X
<b>Definitions:</b>						
<b>Injury:</b> <b>Non-Incapacitating:</b> Any injury reported or claimed other than incapacitating or fatal. <b>Incapacitating:</b> Any injury which prevents the injured person from walking, driving or normally continuing activities the person was capable of performing before the injury. <b>Fatal:</b> Any injury that results in death.						
<b>Damage:</b> <b>Minor Damage:</b> Any vehicle damage other than disabling damage. <b>Major Damage:</b> Structural damage which prevents the departure of the vehicle from the scene of the crash.						

