



CITY COUNCIL MEETING

City Hall – Council Chamber
405 Bagshaw Way, Edgewood, Florida
Tuesday, July 21, 2026 at 6:30 PM

AGENDA

Welcome! We are very glad you have joined us for today's Council meeting. If you are not on the agenda, please complete an appearance form and hand it to the City Clerk. When you are recognized, state your name and address. The Council is pleased to hear relevant comments; however, **a five (5) minute limit** has been set by Council. Large groups are asked to name a spokesperson. **Robert's Rules of Order** guide the conduct of the meeting. **Please silence all cellular phones and pagers during the meeting.** Thank you for participating in your City Government.

A. CALL TO ORDER, INVOCATION, & PLEDGE OF ALLEGIANCE

B. ROLL CALL & DETERMINATION OF QUORUM

C. PRESENTATIONS AND PROCLAMATIONS

1. EPD Fleet Presentation

D. CONSENT AGENDA

Items on the consent agenda are defined as routine in nature, therefore, do not warrant detailed discussion or individual action by the Council. Any member of the Council may remove any item from the consent agenda simply by verbal request prior to consideration of the consent agenda. The removed item(s) are moved to the end of New Business for discussion and consideration.

1. June 16, 2026 City Council Meeting Minutes

E. ORDINANCES (FIRST READING)

1. Ordinance 2026-05: Fence Scrivener's Error
2. Ordinance 2026-06: Smoke Shop & Convenience Store Definitions
3. Ordinance 2026-07: Fire Assessment
4. Ordinance 2026-08: CBA Adoption

F. PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)

G. UNFINISHED BUSINESS

H. NEW BUSINESS

1. Tentative Millage FY 2026/2027

I. GENERAL INFORMATION

J. CITIZEN COMMENTS**K. BOARDS & COMMITTEES****L. STAFF REPORTS**

City Attorney Smith

Police Chief DeSchryver

1. Chief's Report June 2026

City Clerk Riffle

Code Compliance Officer Zane

M. MAYOR AND CITY COUNCIL REPORTS

Mayor Dowless

Council Member Lomas

Council Member McElroy

Council Member Santurri

Council Member Steele

Council President Horn

N. ADJOURNMENT**UPCOMING MEETINGS**

Monday, August 10, 2026.....Planning & Zoning Meeting 6:30 PM (tentative)

Tuesday, August 11, 2026.....Budget Workshop # 2 9:00 AM

Tuesday, August 18, 2026.....City Council Meeting 6:30 PM

Tuesday, September 1, 2026.....Budget Workshop # 3 6:00 PM (if needed)

Meeting Records Request

You are welcome to attend and express your opinion. Please be advised that **Section 286.0105**, Florida Statutes state that if you decide to appeal a decision made with respect to any matter, you will need a record of the proceedings and may need to ensure that a verbatim record is made.

Americans with Disabilities Act

In accordance with the American Disabilities Act (ADA), if any person with a disability as defined by the ADA needs special accommodation to participate in this proceeding, he or she should telephone the **City Clerk at (407) 851-2920**.

CALL TO ORDER, INVOCATION, & PLEDGE OF ALLEGIANCE

ROLL CALL & DETERMINATION OF QUORUM

PRESENTATIONS & PROCLAMATIONS

EPD Fleet Presentation

CONSENT AGENDA



TUESDAY, JUNE 16, 2026
CITY COUNCIL MEETING
City Hall – Council Chamber
405 Bagshaw Way, Edgewood, Florida
Tuesday, June 16, 2026 at 6:30 PM

DRAFT MINUTES

A. CALL TO ORDER, INVOCATION, & PLEDGE OF ALLEGIANCE

Council President Horn called the meeting to order at 6:30 pm. He asked for a moment of silence and then led the Pledge of Allegiance.

B. ROLL CALL & DETERMINATION OF QUORUM

City Clerk Riffle confirmed a quorum with all elected officials in attendance.

Elected Officials Present: Mayor Dowless, Council President Richard Horn, Council President Pro-Tem Susan Lomas, Councilmember McElroy, Councilmember Santurri, and Councilmember Steele

Staff members present: City Clerk Sandra Riffle, Chief Dean DeSchryver, Deputy Chief Miguel Garcia, Planner Hardgrove, and Attorney Smith

C. PRESENTATIONS AND PROCLAMATIONS - none

D. CONSENT AGENDA

1. May 19, 2026 City Council Meeting Minutes

Councilmember Santurri moved to approve the meeting minutes as presented, seconded by Councilmember Steele. The motion was approved by voice vote (5/0).

Council President Horn noted that the Edgewood Park of Commerce would be moved up in the agenda to after the consent agenda.

E. ORDINANCES (FIRST READING) - none

F. PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)

1. **Ordinance 2026-02: Noise**

Note: This business item was heard after New Business: Edgewood Park of Commerce (EPOC)

Attorney Smith read Ordinance 2026-02 for second reading in title only. He explained that the "plainly audible" standard was being reinstated in the ordinance and initiated a discussion about establishing a uniform time to lower decibel levels for both residential and nonresidential uses. Attorney Smith stated that 10:00 PM would be more appropriate for residential zones.

There was no public comment.

The Council reached a consensus to change the residential time from 7:00 PM to 10:00 PM to facilitate code enforcement.

Council President Horn moved to approve Ordinance 2026-02, with a change to the hours for non-residential time from 7:00 pm to 10:00 pm at 65 decibels. And 10:01 pm to 6:59 am at 55 decibels. The motion was approved by roll call vote (5/).

Councilmember Lomas	Approve
Councilmember McElroy	Approve
Councilmember Santurri	Approve
Councilmember Steele	Approve
Council President Horn	Approve

2. Ordinance 2026-03: Parking

Attorney Smith read Ordinance 2026-03 in title only. Planner Hardgrove reviewed recommended changes for the second reading to ensure regulatory clarity and streamline administrative processes:

- **Line 270:** Added "beer, or wine" to clarify applications where generic alcohol terms are used.
- **Line 462, 484, 501, & 1016:** Removed the automatic requirement for expensive professional parking demand studies for standard developments, shared parking, and off-site parking, replacing them with flexible administrative reviews by the City Planner based on reliable baseline data and comparable operations.
- **Lines 498–508:** Clarified that shared parking documentation does not need to be reviewed by the Planning and Zoning Board and will proceed directly to City Council for final consideration.
- **Line 709:** Generalized the dumpster enclosure language to allow for modern alternative materials. A comprehensive dumpster design ordinance will be brought to the Planning and Zoning Board in the near future.
- **Line 754:** Authorized the City Engineer to waive standard driveway throat lengths on local streets if unique physical constraints exist on-site.
- **Line 860:** Minor change for legal clarity to *Right-of-Entry & Remediation Notarized Affidavit*.
- **Line 872:** Clarified that traffic control requirements (such as off-duty police or certified flaggers) apply strictly to operations within the public right-of-way, not on private property.
- **Line 1197:** Granted City Council the authority to issue a one-year compliance extension to properties actively working to meet the new regulations.

In response to an inquiry from Councilmember Lomas, Planner Hardgrove stated that definitions for smoke shops and convenience stores were deleted from this specific ordinance since those definitions will be in a separate ordinance adding those definitions to Chapter 134 Zoning.

There was no public comment.

Council President Horn made a Motion to approve Ordinance 2026-03 with the amendments presented by Planner Hardgrove, seconded by Councilmember Steele. The motion was approved by roll call vote (5/0).

Councilmember Steele	Approve
Councilmember Santurri	Approve
Councilmember McElroy	Approve
Councilmember Lomas	Approve
Council President Horn	Approve

G. UNFINISHED BUSINESS - none

H. NEW BUSINESS

1. Edgewood Park of Commerce (EPOC) Overnight Work

Moses Salcido, representing the Edgewood Park of Commerce (EPOC), briefed council on EPOC's upcoming nighttime pouring of concrete. He stated that noise would be limited to concrete trucks, a pump truck, and a laser screed, with no significant use of power tools, hammering, or drilling. He explained that conducting these pours in the early morning hours would save time and improve safety.

In response to Council President Horn, Mo Farhat, Project Manager for ARCO, stated that the work would begin in the early morning and continue until midday. He anticipated that ten trucks would arrive every five to ten minutes to pour as much as possible. All site lighting is directed to the east side of the building to avoid impacting residents; he acknowledged that the backup alarms on the trucks would be audible.

Kash Ramsdale with ARCO stated that backup alarms cause noise spikes, but active management and the physical distance should keep decibel levels within a permissible range. Mr. Salcido asserted that the noise level should remain at or below 55 decibels.

Attorney Smith noted that if the operations meet existing city code limits, no formal relief from the Council is required.

Mr. Ramsdale stated that they would monitor and mitigate potential violations. The pump truck will be positioned as far away as possible from the residential properties. He confirmed to Mayor Dowless that no weekend work will occur.

Mr. Salcido reiterated that decibel levels will be kept below 55 decibels to minimize the impact on neighbors. Mr. Ramsdale will supervise and monitor the staff on-site to ensure compliance.

Mayor Dowless expressed concern regarding the proximity to residential neighborhoods and advised the representatives to remain aware that the city will likely receive resident calls.

Attorney Smith concluded that since no formal variance or relief was requested or required under the current parameters, no action was necessary by the Council.

2. FY 26/27 Non-Ad Valorem Assessment

City Clerk Riffle reviewed her memorandum regarding the non-ad valorem rate for the upcoming fiscal year. Under the city's contract with FCC Environmental Services, the city is only required to increase the vendor's rate by 3.00%. However, FCC has requested a 3.18% increase to cover its operational fees. Additionally, the Orange County landfill disposal rate is projected to increase between 4.00% and 12.00%.

Mayor Dowless explained that the city sets aside dedicated funds to prepare for emergency cleanup following storms and hurricanes. City Clerk Riffle added that the city cannot safely assume future Federal Emergency Management Agency (FEMA) reimbursements will be approved or distributed quickly.

The Council reached a consensus to set the rate at \$350.00 per parcel, to accommodate the 3.18% FCC rate increase and the 12.00% landfill rate increase, and to continue allocating the remaining balance to the storm fund.

Council President Horn made a motion to set the non-ad valorem at \$350 per parcel for fiscal year 2026-2027; seconded by Councilmember Lomas. The motion was approved by voice vote (5/0).

3. Disposal of Vehicle #70

Chief DeSchryver explained to the Council that Vehicle #70 is due for disposal due to age and cost of maintenance and asked the Council for their approval of the disposal.

Council President Horn made a motion to approve the disposal of Vehicle #70, seconded by Councilmember Lomas. The motion was approved by voice vote (5/0).

Chief DeSchryver also informed the Council that of the 18 vehicles, eight are approaching replacement age. Four of them are seven years old and are nearing 100,000 miles and more than preventive maintenance is now required.

4. Orange-Gatlin Pedestrian Signal Median

Planner Hardgrove advised the Council that FDOT was requesting feedback related to removal of the elevated pedestrian safety triangle in the southeast corner of the intersection of Orange Avenue and Gatlin Avenue. Motorists frequently strike the pedestrian crossing signal and destroy the safety triangle. She recommended leaving the median in place but relocating the crosswalk farther east.

Chief DeSchryver suggested implementing a timed "no right turn on red" signal.

Council President Horn stated he was not comfortable relocating the crosswalk to the east. Council President Horn and Councilmember Steele expressed support for retaining the median. Not only does this island provide a vital pedestrian refuge, but more significantly it serves as a physical barrier for vehicles on Orange Avenue. It deters drivers from swerving to the right to bypass the heavy northbound traffic backups caused by turning queues of northbound Orange vehicles at Holden. There is already an issue with drivers "making their own lanes" along Orange Avenue. Without the physical barrier of this raised island, pedestrians will become incredibly vulnerable targets as drivers attempt to bypass the traffic backup. .

Mayor Dowless and Councilmember Santurri supported the addition of a flashing signal if the pedestrian signal was moved.

The Council reached a consensus to support moving the pedestrian signal but leave the safety median in place. Planner Hardgrove stated she would share this feedback with the Florida Department of Transportation (FDOT) and report additional information back to the Council.

5. State Pre-emption of Modular and Mobile Buildings

Planner Hardgrove reported that recent state legislation preempts local governments from treating single-family homes constructed off-site differently than traditional, site-built homes. Municipalities must permit state-approved modular buildings and HUD-compliant manufactured homes as a matter of right in any zoning district where site-built single-family detached homes are permitted.

Although local control over location has been preempted, the city retains the authority to establish uniform building-characteristic standards to ensure neighborhood compatibility, provided those same aesthetic regulations apply to traditional, site-built homes within the same district. Staff recommended drafting an ordinance to comply with state law while establishing permissible, uniform aesthetic controls.

Mayor Dowless agreed that Edgewood must establish local compatibility standards. The Council reached a consensus to direct staff to draft the ordinance.

I. GENERAL INFORMATION - none

J. CITIZEN COMMENTS

Saviores Hall (Meineke Car Care Center): Requested leniency to display temporary sandwich board signs year-round, noting that monthly specials drive sales and regional competition is highly visible.

- Planner Hardgrove clarified that the sign regulations are designed to prevent visual clutter and must be enforced consistently.
- Mayor Dowless noted the ongoing initiative to improve the appearance of the commercial corridor.
- Council President Horn stated that the Council recently updated the sign code and is not prepared to revise the regulations at this time.

Trini Quiroz (Resident): Inquired regarding the permitting and neighborhood notification process for tree-clearing and mulching at the EPOC development, noting that debris is blowing onto adjacent residential properties.

- Council President Horn, Councilmember Lomas, and Planner Hardgrove clarified that multiple public hearings and community workshops were noticed and conducted over several months during the past two years.
- Planner Hardgrove stated she would contact EPOC management the following morning to address the dust and request that they cease mulching near the residential boundary lines.

Ricardo Cujar (Resident): Expressed concern regarding the lack of protective covers on the EPOC site, which has allowed debris from tree-cutting to blow onto neighboring properties.

K. BOARDS & COMMITTEES

L. STAFF REPORTS

City Attorney Smith

Attorney Smith reported that the final collective bargaining session with the police union has concluded. The agreement will be presented to the City Council for action during the July and August meetings.

Police Chief DeSchryver

1. Chief DeSchryver's Report May 2026

Chief DeSchryver delivered his report to City Council.

- Reported two vehicle break-ins on Oak Lynn and Lynwell Drive; both involved unlocked vehicles. The suspects are believed to be targeting convenience stores in the region.
- Announced that new departmental uniform patches and updated police vehicle graphic designs will be implemented soon.
- Reported that one officer departed the agency for the Volusia County Sheriff's Office on June 1, 2026. A replacement officer with prior experience has been hired from Lake County, and an additional application is under review.
- Reported on his attendance at the FBI National Command Course (FBINCC) at Quantico, which focused on municipal policing for small-city chiefs and facilitated regional networking.

City Clerk Riffle

1. Clerk Riffle's Report 5-20 through 6-12-2026

- Appreciation goes to Jerry and Sande Reynolds for revitalizing landscaping at City Hall. They will work on the Police Department's landscaping in the near future.
- **Municipal Insurance Renewal:** The comprehensive Florida Municipal Insurance Trust (FMIT) renewal package for the October 1, 2025 – October 1, 2026 coverage period is on track. All finalized execution documents are being submitted ahead of the June 18, 2026 deadline to ensure seamless liability and property coverage.

- **Financial Disclosure Coordination (Ethics Form 1):** Administrative oversight of the state's electronic financial disclosure process is currently underway. As a reminder to our Councilmembers, the state-mandated filing deadline is **July 1st**.
- To ensure the City remains in full regulatory compliance and to help our officials avoid the State's automatic daily non-filing fines, this is a reminder that you complete your Form 1 submission as soon as possible. Please let me know if you need any assistance logging into the electronic portal.
- **Permanent Records Digitization:** The systematic transfer of permanent municipal records to InStream for digitization is ongoing. This digital transition protects vital historical documents from physical deterioration, ensures strict compliance with public records laws, and allows staff to retrieve documents more efficiently.

Code Compliance Officer Zane

Officer Zane reported that there are numerous snipe signs. He is removing and contacting repeat offenders. Mayor Dowless said political signage cannot be on the ROW, but it is free speech.

M. MAYOR AND CITY COUNCIL REPORTS

Mayor Dowless

- Reported that, with the assistance of Chief DeSchryver and Deputy Chief Garcia, the city has reached a negotiated agreement with the police union.
- Requested Council feedback regarding the potential establishment of a municipal fire non-ad valorem assessment. He explained that a proposed state increase to the homestead property tax exemption could reduce city revenues by up to 26%. Implementing a dedicated fire assessment would help secure necessary revenue and protect the general millage rate. He noted that while fire services can be funded via assessment, emergency medical services (EMS) cannot, as EMS does not provide a property-specific benefit.
- Attorney Smith clarified that implementing a fire assessment is a comprehensive process taking over a year, requiring a specialized consultant study to ensure the rate structure is legally defensible, followed by the passage of authorizing ordinances and resolutions.
- Council President Horn and the Council reached a consensus to proceed with researching the fire assessment process.

Council Member Lomas – no report

Council Member McElroy – no report

Council Member Rader – no report

Council Member Steele – no report

Council President Horn – no report

N. ADJOURNMENT

Councilmember Lomas made a motion to adjourn the meeting at 9:07 pm.

Richard A. Horn, Council President

Attest:

Sandra Riffle, City Clerk

ORDINANCES (FIRST READING)

Ordinance 2026-05: Fence Scrivener's Error



Date: July 14, 2026
To: City Council
From: Ellen Hardgrove, City Planning Consultant
XC: Drew Smith, City Attorney
Sandy Riffle, City Clerk
Brett Sollazzo, Administrative & Permitting Manager
Scott Zane, Code Enforcement Officer
Re: Adding Wrought Iron and Powder-Coated Aluminum as Permissible Fencing Materials

This agenda item is a proposed ordinance to correct a clerical omission related to the list of "pre-approved" fence materials (such as wood and vinyl) that property owners can install by right with a standard permit. Any material *not* on that short list automatically requires a costly and time-consuming Special Exception hearing before the P&Z and City Council.

The proposed ordinance adds wrought iron and powder-coated aluminum designed to mimic wrought iron to that pre-approved list. Wrought iron and powder-coated aluminum designed to mimic wrought iron are recognized in other sections of the City's fence regulations. These materials were inadvertently omitted from the consolidated list of pre-approved permanent fence materials during the last fence regulation update in 2025.

The Planning and Zoning Board unanimously recommends Council approve the ordinance as proposed.

END

ORDINANCE NO. 2026-05

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING SECTION 134-517, "FENCES/SCREENING WALLS," OF THE CODE OF ORDINANCES; AMENDING SUBSECTION (d)(1) TO FORMALLY INCLUDE WROUGHT IRON AND POWDER-COATED ALUMINUM IN A STYLE OF WROUGHT IRON WITHIN THE LIST OF PERMITTED FENCING AND WALL MATERIALS; ALIGNING MATERIAL STANDARDS FOR CONSISTENCY THROUGHOUT THE LAND DEVELOPMENT REGULATIONS; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Edgewood maintains standards for fence and wall materials to ensure structural durability and aesthetic harmony within the community; and

WHEREAS, Section 134-517(d)(1) establishes a list of pre-approved permanent fencing materials that do not require a special exception for installation; and

WHEREAS, wrought iron and powder-coated aluminum designed in the style of wrought iron are widely recognized as high-quality, durable materials appropriate for residential and commercial applications; and

WHEREAS, these specific materials were previously referenced as permissible in other portions of the City's regulatory framework but were not explicitly carried forward into the consolidated list of approved materials in Section 134-517(d)(1); and

WHEREAS, the City Council finds that explicitly listing both wrought iron and powder-coated aluminum in a style of wrought iron will provide clarity to property owners and staff, reducing the need for unnecessary administrative or special exception hearings; and

WHEREAS, this amendment corrects a clerical omission and ensures the Code of Ordinances accurately reflects the City's long-standing policy on acceptable fencing materials.

NOW, THEREFORE, BE IT ENACTED by the City Council of the City of Edgewood, Florida as follows:

SECTION ONE. The findings set forth in the recitals above are hereby adopted as legislative of the City Council pertaining to this Ordinance.

SECTION TWO. The City of Edgewood Code of Ordinances is hereby amended as set forth as follows (note: additions are indicated by underline, deletions are indicated by

~~striketrough~~, and portions of the Code that remain unchanged and which are not reprinted here are indicated by ellipses (***):

Sec. 134-517. Fences/screening walls.

(d) *Standards applicable to all districts.*

(1) *Fence/wall material.* Permanent fencing or wall material other than chain link, wood, vinyl, masonry concrete, brick, wrought iron or powder-coated aluminum in a style of wrought iron, or pre-cast concrete may be approved only by special exception.

SECTION 3. The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Edgewood.

SECTION 4. If any section, sentence, phrase, word or portion of this ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

SECTION 5. All ordinances that are in conflict with this Ordinance are hereby repealed.

SECTION 6. This Ordinance shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this _____ day of _____, 2026, by the City Council of the City of Edgewood, Florida.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

Richard A. Horn, Council President

ATTEST:

Sandy Riffle
City Clerk

Ordinance 2026-06

Smoke Shop & Convenience Store Definitions



Date: July 17, 2026
To: City Council
From: Ellen Hardgrove, City Planning Consultant
XC: Drew Smith, City Attorney
Sandy Riffle, City Clerk
Brett Sollazzo, Administrative & Permitting Manager
Scott Zane, Code Enforcement Officer
Re: Zoning Code Text Amendment: Defining "Convenience Store" and "Tobacco and E-Cigarette/Vape Shop" & Establishing an Amortization Procedure

This agenda item proposes an ordinance to add formal definitions for "Convenience Store" and "Tobacco and E-Cigarette/Vape Shop" to the Zoning Code. These definitions are needed because Tobacco/Vape shops are prohibited within the City and the existing code lacks standards necessary to differentiate them from standard retail, particularly convenience stores, which typically sell tobacco or vaping products as a minor, incidental portion of their inventory. The proposed ordinance amends Chapter 134 to establish measurable definitions based on floor area and product inventory. Furthermore, it creates a legally compliant framework to bring pre-existing, nonconforming retail operations into compliance over time.

The Planning and Zoning Board recommended unanimously that the Council approve the ordinance as originally proposed, with the addition of a fourth criterion to the "Tobacco and E-Cigarette/Vape Shop" definition. A draft of this criterion has been incorporated into the proposed ordinance for Council's consideration.

In simple terms, a **place of business would be considered a Tobacco and E-Cigarette/Vape Shop if any of the following are true:**

- 1) it sells or displays tobacco/e-cigarette products on shelving that is equal to **more than 10% of the retail floor area, or more than three hundred (300) square feet**, whichever is less;
- 2) **it offers for sale**, barter, exchanges, gives away, or otherwise distributes or displays **any tobacco/smoking related paraphernalia** (such as pipes, water pipes, hookahs, bongs, or grinders), regardless of the percentage of floor area it occupies;
- 3) it displays or houses any **tobacco products or e-cigarette products** in a manner that is accessible to customer self-service, or fails to conduct all such transactions **exclusively via "behind-the-counter" interactions managed solely by employee personnel; or,**
- 4) **it offers for sale**, barter, exchanges, gives away, or otherwise distributes or displays **any synthetic or artificial drugs**, including but not limited to any chemical substances intended to mimic the effects of controlled substances, or any substance currently classified or controlled under Section 893.035, Florida Statutes, or successor statutes.

END

ORDINANCE NO. 2026-06

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING CHAPTER 134 "ZONING", ARTICLE I "IN GENERAL", SECTION 134-1 "DEFINITIONS" OF THE CITY OF EDGEWOOD CODE OF ORDINANCES TO ADD DEFINITIONS FOR "CONVENIENCE STORE" AND "TOBACCO AND E-CIGARETTE/VAPE SHOP"; PROVIDING FOR AN AMORTIZATION AND COMPLIANCE PERIOD FOR EXISTING NONCONFORMING USES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Tobacco and E-cigarette/Vape Shops, commercial businesses focused primarily on the sale of tobacco products, electronic cigarettes, vaporizers, liquid nicotine, and related smoking or vaping paraphernalia, are not permitted uses within any zoning district in the City of Edgewood; and

WHEREAS, standard permitted retail stores, including traditional convenience stores, routinely offer tobacco products, electronic smoking devices, and nicotine products for sale as an incidental and subordinate part of their broader inventory; and

WHEREAS, a distinct clarity is required so that the public and City staff can clearly differentiate when a standard retail establishment, including a traditional convenience store, crosses the line into becoming a prohibited Tobacco and E-cigarette/Vape Shops; and

WHEREAS, establishing clear, objective land use definitions based on floor area, product display space, and product offerings is necessary to ensure the effective, uniform enforcement of the City's zoning restrictions and prohibitions regarding these uses; and

WHEREAS, the City Council desires to establish a fair, systematic, and legally compliant framework to bring any pre-existing, lawfully operating retail establishment that exceeds these established thresholds into conformity over time to protect established investments while safeguarding municipal zoning integrity; and

WHEREAS, the City Council finds that these clarifying definitions and amendments are consistent with the City of Edgewood Comprehensive Plan; and

WHEREAS, the City Council of the City of Edgewood finds that this Ordinance is in the best interest of the health, safety, and welfare of citizens, businesses, and visitors to the City of Edgewood.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, FLORIDA, AS FOLLOWS:

SECTION ONE. The findings set forth in the recitals above are hereby adopted as legislative findings of the City Council pertaining to this Ordinance.

SECTION TWO. Chapter 134-1, “Definitions,” of the City of Edgewood Code of Ordinances is hereby amended as follows (note: additions are indicated by underline, deletions are indicated by ~~striketrough~~, and portions of the Code that remain unchanged and which are not reprinted here are indicated by ellipses (* * *):

Sec. 134-1. Definitions.

* * *

Convenience Store shall mean a retail establishment whose primary business purpose is the sale of essential daily goods (e.g., milk, bread, snacks) and a general line of pre-packaged food and household items for off-site consumption. The sale or display of tobacco or nicotine products, limited to pre-packaged commercial cigarettes, cigars, rolling papers, tobacco, and disposable e-cigarettes, is strictly accessory to the primary retail use. All such sales or display must be conducted exclusively via "behind-the-counter" transactions, inaccessible to customer self-service. Tobacco and nicotine products shall occupy no more than 10% of the total retail floor area (excluding off-floor stockrooms) or a maximum of three hundred (300) square feet, whichever is less. For the purposes of this calculation, the occupied area shall be determined by the aggregate surface area of shelving, racks, cabinetry, and floor-standing display units used to house such products (excluding off-floor stockrooms). This definition specifically excludes “Tobacco and E-cigarette/Vape Shops,” and prohibits the sale of Tobacco/Smoking Related Paraphernalia as defined within the definition of Tobacco and E-cigarette/Vape Shop.

* * *

Tobacco and E-cigarette/Vape Shop means any place of business that meets any of the following thresholds; provided, however, that this definition shall not include a licensed pharmacy operating in accordance with Florida Law and Chapter 465, Florida Statutes:

- Floor Area Threshold: Dedicates more than 10% of its total retail floor area (excluding off-floor stockrooms) or more than three hundred (300) square feet, whichever is less, to the display or sale of the products listed in Schedule I below. For the purposes of this calculation, the occupied area shall be determined by the aggregate surface area of shelving, racks, cabinetry, and floor-standing display units used to house such products (excluding off-floor stockrooms); or,
- Tobacco/Smoking Related Paraphernalia Threshold: Offers for sale, displays, barter, exchanges, gives away, or otherwise distributes any items listed in category (3) of Schedule I below, regardless of the percentage of floor area occupied;
- Customer Access Threshold: Displays or houses any products listed in categories (1) or (2) of Schedule I below in a manner that is accessible to customer self-service, or fails to conduct all such transactions exclusively via "behind-the-counter" interactions managed solely by employee personnel; or,
- Synthetic/Artificial Drug Distribution Threshold: Offers for sale, barter, exchanges, gives away, or otherwise distributes or displays any items listed in category (4) of Schedule I below, regardless of the percentage of floor area occupied.

Schedule I:

1. Tobacco Products: Including but not limited to cigarettes, cigars, pipe tobacco, chewing tobacco, snuff, and rolling papers.
2. Electronic Smoking Devices: Including e-cigarettes, vape pens, vaporizers, e-liquids, cartridges, and their individual components or rebuildable parts (e.g., atomizers).
3. Tobacco/Smoking Related Paraphernalia: Including but not limited to pipes, water pipes, hookahs, bongs, and grinders.
4. Synthetic or Artificial Drugs: Including, but not limited to:
 - a) Any chemical substance, whether synthetic, semi-synthetic, or artificial, intended to mimic the effects of controlled substances, regardless of how they are labeled or marketed; and
 - b) Any substance currently classified or controlled under Section 893.035, Florida Statutes, or successor statutes.

* * *

SECTION THREE. Amortization of Nonconforming Tobacco and E-cigarette/Vape Shops.

(a) Purpose. The City Council finds that the operations of specialized tobacco and e-cigarette/vape shops, as defined in Section 134-1, possess distinct characteristics that warrant regulation and separation from residential areas, schools, parks, and traditional retail uses to protect public health and the economic vitality of commercial corridors. To achieve conformity over time while respecting the investment of business operators, this section provides for the systematic amortization and termination of legally nonconforming tobacco and e-cigarette/vape shops.

(b) Amortization Period. Any place of business lawfully existing on the effective date of this Ordinance that becomes nonconforming solely due to the application of the definitions and regulations associated with a "Tobacco and E-cigarette/Vape Shop" shall be permitted to continue operations as a nonconforming use, subject to the following limitations:

(1) Compliance Period. All such nonconforming establishments shall conform to the standards set forth herein within three hundred sixty-five (365) days from the effective date of this Ordinance.

(2) Maintenance of Status. During the amortization period, the nonconforming use shall not be expanded, enlarged, or extended to occupy a greater area of land or floor space than was occupied on the effective date of this Ordinance.

(c) Application for Extension of Amortization Period. Any owner or operator of a nonconforming establishment may apply to the City Council for an extension of the one-year amortization period based on a claim of economic hardship or the need to amortize a substantial capital investment.

(1) Filing Deadline. An application for an extension must be submitted in writing to the City Clerk no later than one hundred eighty (180) days prior to the expiration of the one-year

amortization period. Failure to file within this timeframe shall constitute a waiver of any right to seek an extension.

(2) Public Hearing. The City Council shall hold a quasi-judicial public hearing to consider the application. The applicant shall bear the burden of proof to demonstrate with competent substantial evidence that the one-year amortization period would cause a unique and substantial hardship on the applicant.

(3) Criteria for Consideration. In determining whether to grant an extension, and the length of any such extension, the City Council shall consider the following factors:

a. The total amount of initial and subsequent capital investment in the business structure and fixed improvements, excluding inventory, made prior to the effective date of this Ordinance.

b. The extent to which such investment has been recovered through depreciation or past profits.

c. The remaining term of any commercial lease executed prior to the effective date of this Ordinance, and the feasibility of renegotiating or subleasing the premises.

d. The degree of incompatibility or negative secondary effects of the nonconforming use on surrounding properties.

(d) Decision by City Council. Following the public hearing, the City Council may deny the extension, grant the extension as requested, or grant an extension for an alternative duration deemed sufficient to allow the applicant to amortize their investment, provided that no extension shall exceed an additional three hundred sixty-five days. The decision of the City Council shall be final.

(e) Violations. Any tobacco and e-cigarette/vape shop that continues to operate in violation of this section after the expiration of the amortization period (or any granted extension) shall be deemed an unlawful use and be subject to code enforcement proceedings, fines, and injunctive relief as provided by law.

SECTION FOUR. The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Edgewood.

SECTION FIVE. If any section, sentence, phrase, word or portion of this ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

SECTION SIX. This Ordinance shall take effect immediately upon its adoption by the City Council.

158 **PASSED AND ADOPTED** this _____ day of _____, 2026, by the City
159 Council of the City of Edgewood, Florida.

160
161 PASSED ON FIRST READING: _____

162
163 PASSED ON SECOND READING: _____

164
165 _____

166 Richard A. Horn, Council President

167 *ATTEST:*

168 _____

169 Sandy Riffle, City Clerk

Ordinance 2026-07

Fire Assessment



Memo

To: Mayor Dowless, Council President Horn,
Council Members Lomas, McElroy, Santurri, and Steele

From: Sandra Riffle, City Clerk

Date: June 11, 2026

Re: Ordinance No. 2026-07 – Creation of Chapter 22, Article III (Fire Services Assessment Framework)

The City of Edgewood is proposing **Ordinance No. 2026-07** to establish the legislative home-rule authority to create and collect a **non-ad valorem fire services assessment**. This ordinance does *not* set rates or levy a tax today; rather, it establishes the legally required statutory "scaffolding" under Florida law that allows the City to implement a fire assessment in a future budget cycle.

1. Purpose and Goals

Similar to the Town of Windermere, Edgewood relies on an interlocal service contract (currently with Orange County Fire Rescue) to safeguard our residents and properties. Because this contract cost represents a fixed and significant burden on our General Fund, we propose to establish a mechanism to separate and fund our fire protection costs via a dedicated assessment.

By adopting **Ordinance No. 2026-07**, the City would establish a formal home-rule framework to:

1. **Diversify Revenue:** Transition of a portion of our critical fire protection funding off of property values (millage) and onto a stable, dedicated fee.
2. **Establish Legal Foundation:** Create the mandatory legal authority, definitions, and procedures required by Chapter 197, Florida Statutes.
3. **Define Property Protections:** Outline how the roll will be managed, public notice requirements, and the creation of a hardship program to protect vulnerable residents.

2. Benefits to Edgewood

- **Equitable Cost Distribution (Every Protected Property Pays):** Standard property taxes do not apply to everyone because many institutional and government properties are completely tax-exempt. This leaves a smaller group of taxable

homeowners carrying the entire budget burden. A non-ad valorem assessment distributes costs equitably by applying to every property that receives a direct benefit from fire protection—including commercial businesses and public facilities. Homestead exemptions do not apply to this assessment.

- **Fiscal Structuring and Revenue Balancing Options** As part of this process, the Council will have the opportunity to discuss how this assessment functions as a structural budget adjustment rather than a simple revenue addition. By establishing a dedicated fire assessment, the City can effectively shift a portion of our fire contract costs onto commercial properties. Because non-residents contribute to these businesses when they buy meals, shop, or purchase gas locally, this commercial participation helps absorb operational costs. Incorporating this model into our budget conversations opens up policy options for the City to mathematically lower or stabilize the general property tax (millage) rate specifically for Edgewood homeowners.
- **It Follows Strict Florida Law:** Florida Supreme Court case law requires that any special assessment pass a strict two-pronged test to be valid:
 1. Special Benefit: The property assessed must derive a direct benefit (such as protecting structures, stabilizing values, and lowering insurance risk).
 2. Fair Apportionment: The cost must be split among properties based on structure size or property use, not the real estate value.

3. Rate-Setting Process (The Role of an Advisor)

Passing this ordinance does not set a final fee or select a billing formula. Instead, it establishes the legal boundaries for how any future rates must be structured under Florida law. To determine the actual rates, the City will engage a professional, third-party municipal rate advisor to conduct a formal methodology study.

The advisor will present customized financial scenarios for the Council to evaluate based on two key steps:

Step 1: Refining the Eligible Budget (Legal "Airproofing") By law, a fire assessment can only fund services that protect *property*, not people. By utilizing an experienced rate advisor, the City ensures that any eventual fee structure is statistically sound, tailored to Edgewood's unique property mix, and fully compliant with state law.

- **Step 2: Evaluating Allocation Options** Once the eligible budget is set, the advisor will present different billing models for the Council to consider.

4. Key Components of the Ordinance

Ordinance No. 2026-07 establishes several operational safeguards:

- Sec. 22-37 (Initial Proceedings): Outlines that before any fee is charged, Council must pass an "Initial Assessment Resolution" describing the services, the exact budget to be assessed, and the proposed rates.

- Sec. 22-39 & 22-40 (Public Notice): Guarantees transparency by requiring first-class mailed notices to every single property owner and legal publication in a newspaper at least 20 days prior to a public hearing.
- Exemptions & Hardships: Establishes the authority for the Council to decide policy-level exemptions (such as for government buildings or places of worship) and creates a formalized hardship program to assist low-income homesteaders who may struggle to pay.

‘5. Next Steps/Timeline

To get this assessment successfully active on a future tax cycle, the City must follow a rigid statutory sequence mandated by the state:

1. **Adopt the Home Rule Ordinance (July):** Establish the legal authority (Ordinance 2026-07).
2. **Resolution of Intent (Fall):** Council must adopt a "Resolution of Intent to Use the Uniform Method of Collection" before December 31st. This notifies the Property Appraiser and Tax Collector that we intend to use the tax bill to collect the fee.
3. **Methodology Study (Winter):** A rate consultant will ingest the Property Appraiser's data to calculate the exact, fair rates for Edgewood properties.
4. **Truth-in-Millage (TRIM) & Final Adoption (Next Summer):** Property owners receive individual notice of their rate, Council holds a final public hearing, and the roll is certified to the county by September 15th.

Recommendation

Staff recommends approval of the first reading of Ordinance No. 2026-07. This action does not implement any fees or make a final decision on rates. However, approving this first reading during the July 2026 meeting is essential to keep the City on schedule with the state's strict timeline. It establishes the necessary legal framework so that the City Council has the legislative authority and flexibility to evaluate and choose the best financial path forward for our fire protection services.

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AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, AMENDING CHAPTER 22 “EMERGENCY MANAGEMENT AND EMERGENCY SERVICES” OF THE CITY OF EDGEWOOD CODE OF ORDINANCES TO CREATE A NEW ARTICLE III ENTITLED “FIRE SERVICES ASSESSMENT”, GENERALLY PROVIDING AUTHORITY FOR IMPOSING ANNUAL FIRE SERVICES ASSESSMENTS, PROCEDURES FOR THE INITIAL PROCEEDINGS, ASSESSMENT ROLL PREPARATION, NOTICE BY PUBLICATION AND MAIL, ADOPTION OF AN ANNUAL RATE RESOLUTION, LIENS, HARDSHIP PROGRAM, REVISIONS AND CORRECTIONS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Edgewood is authorized under Florida law, including Chapter 166, Florida Statutes, and Section 197.3632, Florida Statutes, to impose and collect non-ad valorem special assessments to fund fire protection services, facilities, and programs; and

WHEREAS, the provision of fire services, facilities, and programs provides a special benefit to real property located within the City limits by protecting physical structures and improvements from destruction, lowering property insurance premiums, and stabilizing property values; and

WHEREAS, the City Council desires to establish a fair, data-driven, and legally compliant statutory framework to systematically apportion the costs of such fire protection services among benefited property owners in a reasonable manner; and

WHEREAS, the City Council finds that establishing a formalized fire services assessment mechanism is in the best interest of the public health, safety, and general welfare of the citizens, businesses, and visitors of the City of Edgewood.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EDGEWOOD, FLORIDA, AS FOLLOWS:

SECTION ONE. The findings set forth in the recitals above are hereby adopted as legislative findings of the City Council pertaining to this Ordinance.

35 **SECTION TWO.** Chapter 22, Article III, “Fire Services Assessment,” of the City of
36 Edgewood Code of Ordinances is hereby created and added to read as follows (Note, text to be
37 added is indicated by underscore).

38 ARTICLE III. FIRE SERVICES ASSESSMENTS

39 Sec. 22-36. General authority.

40 (a) The city council is hereby authorized to impose an annual fire services assessment to
41 fund all or any portion of the fire services assessed cost upon benefited property at a rate
42 of assessment based on the special benefit accruing to such property from the city's
43 provision of fire services, facilities, or programs. All fire services assessments shall be
44 imposed in conformity with the procedures set forth in this article.

45 (b) The amount of the fire services assessment imposed in a fiscal year against a parcel of
46 assessed property shall be determined pursuant to an apportionment methodology based
47 upon a classification of property designed to provide a fair and reasonable apportionment
48 of the fire services assessed cost among properties on a basis reasonably related to the
49 special benefit provided by fire services, facilities, or programs funded with assessment
50 proceeds.

51 Sec. 22-37. Initial proceedings.

52 The initial proceeding for the imposition of a fire services assessment shall be the
53 adoption of an initial assessment resolution by the city council:

54 (a) Containing a brief and general description of the fire services, facilities, or programs
55 to be provided;

56 (b) Determining the fire services assessed cost to be assessed;

57 (c) Describing the method of apportioning the fire services assessed cost and the
58 computation of the fire services assessment for specific properties;

59 (d) Establishing an estimated assessment rate for the applicable fiscal year;

60 (e) Establishing a maximum assessment rate, if desired by the city council; and

61 (f) Directing the city clerk to:

62 1. Prepare the initial assessment roll, as required by section 22-38;

63 2. Publish the notice required by section 22-39; and

64 3. Mail the notice required by section 22-40 using information then available from
65 the tax roll.

67 Sec. 22-38. Initial assessment roll.

68 (a) The city clerk shall prepare, or direct the preparation of, the initial assessment roll,
69 which shall contain the following:

70 1. A summary description of all assessed property conforming to the description
71 contained on the tax roll.

72 2. The name of the owner of the assessed property.

73 3. The amount of the fire services assessment to be imposed against each such
74 parcel of assessed property.

75 (b) The initial assessment roll shall be retained by the city clerk and shall be open to
76 public inspection. The foregoing shall not be construed to require that the assessment roll
77 be in printed form if the amount of the fire services assessment for each parcel of
78 property can be determined by use of a computer terminal available to the public.

79 Sec. 22-39. Notice by publication.

80 (a) Upon completion of the initial assessment roll, the city clerk shall publish, or direct
81 the publication of, once in a newspaper of general circulation within the city a notice
82 stating that at a meeting of the city council on a certain day and hour, not earlier than 20
83 calendar days from such publication, which meeting shall be a regular or special meeting,
84 the city council will hear objections of all interested persons to the final assessment
85 resolution which shall establish the rate of assessment and approve the aforementioned
86 initial assessment roll.

87 (b) The published notice shall conform to the requirements set forth in the Uniform
88 Assessment Collection Act. Such notice shall include:

89 1. A geographic depiction of the property subject to the fire services assessment;

90 2. A brief and general description of the fire services, facilities, or programs to be
91 provided;

92 3. The rate of assessment including a maximum assessment rate in the event one
93 was adopted;

94 4. The procedure for objecting provided in section 22-41;

95 5 The method by which the fire services assessment will be collected; and

96 6. A statement that the initial assessment roll is available for inspection at the
97 office of the city clerk and all interested persons may ascertain the amount to be
98 assessed against a parcel of assessed property at the office of the city clerk.

100 Sec. 22-40. Notice by mail.

101 (a) In addition to the published notice required by section 22-39, the city clerk shall
102 provide notice, or direct the provision of notice, of the proposed fire services assessment
103 by first class mail to the owner of each parcel of property subject to the fire services
104 assessment.

105 (b) Such notice shall include:

106 1. The purpose of the fire services assessment;

107 2. The rate of assessment to be levied against each parcel of property, including a
108 maximum assessment rate in the event one was adopted;

109 3. The unit of measurement applied to determine the fire services assessment;

110 4. The number of such units contained in each parcel of property;

111 5. The total revenue to be collected by the city from the fire services assessment;

112 6. A statement that failure to pay the fire services assessment will cause a tax
113 certificate to be issued against the property or foreclosure proceedings to be
114 instituted, either of which may result in a loss of title to the property;

115 7. A statement that all affected owners have a right to appear at the hearing and to
116 file written objections with the city council within 20 days of the notice; and

117 8. The date, time, and place of the hearing.

118 (c) The mailed notice shall conform to the requirements set forth in the Uniform
119 Assessment Collection Act. Notice shall be mailed at least 20 calendar days prior to the
120 hearing to each owner at such address as is shown on the tax roll. Notice shall be deemed
121 mailed upon delivery thereof to the possession of the United States Postal Service. The
122 city clerk may provide proof of such notice by affidavit. Failure of the owner to receive
123 such notice due to mistake or inadvertence shall not affect the validity of the assessment
124 roll nor release or discharge any obligation for payment of a fire services assessment
125 imposed by the city council pursuant to this chapter.

126 Sec. 22-41. Adoption of final assessment resolution.

127 (a) At the public hearing as noticed pursuant to sections 22-39 and 22-40, or to which an
128 adjournment or continuance may be taken by the city council, the city council shall
129 receive any oral or written objections of interested persons and may then, or at any
130 subsequent meeting of the city council adopt the final assessment resolution which shall:

131 1. Confirm, modify, or repeal the initial assessment resolution with such
132 amendments, if any, as may be deemed appropriate by the city council;

133 (2) Establish the rate of assessment to be imposed in the upcoming fiscal year;

134 (3) Establish a maximum assessment rate that may be imposed in the event such
135 rate was adopted;

136 (4) Approve the initial assessment roll, with such amendments as it deems just and
137 right; and

138 (5) Determine the method of collection.

139 (b) The adoption of the final assessment resolution by the city council shall constitute a
140 legislative determination that all parcels assessed derive a special benefit from the fire
141 services, facilities, or programs to be provided or constructed and a legislative
142 determination that the fire services assessments are fairly and reasonably apportioned
143 among the properties that receive the special benefit.

144 (c) All written objections to the final assessment resolution shall be filed with the city
145 clerk at or before the time or adjourned time of such hearing. The final assessment
146 resolution shall constitute the annual rate resolution for the initial fiscal year in which fire
147 services assessments are imposed or reimposed hereunder.

148 Sec. 22-42. Effect of final assessment resolution.

149 The fire services assessments for the initial fiscal year shall be established upon adoption
150 of the final assessment resolution. The adoption of the final assessment resolution shall be the
151 final adjudication of the issues presented (including, but not limited to, the determination of
152 special benefit and fair apportionment to the assessed property; the method of apportionment and
153 assessment; the initial rate of assessment; the maximum assessment rate, if any; the initial
154 assessment roll; and the levy and lien of the fire services assessments), unless proper steps shall
155 be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of
156 the city council action on the final assessment resolution. The initial assessment roll, as approved
157 by the final assessment resolution, shall be delivered to the tax collector, as required by the
158 Uniform Assessment Collection Act, or if the alternative method described in section 22-67 is
159 used to collect the fire services assessments, such other official as the city council by resolution
160 shall designate.

161 Sec. 22-43. Adoption of annual rate resolution.

162 (a) The city council shall adopt an annual rate resolution during its budget adoption
163 process for each fiscal year following the initial fiscal year for which a fire services
164 assessment is imposed hereunder.

165 (b) The initial proceedings for the adoption of an annual rate resolution shall be the
166 adoption of a preliminary rate resolution by the city council:

167 (1) Containing a brief and general description of the fire services, facilities, or
168 programs to be provided;

169 (2) Determining the fire services assessed cost to be assessed for the upcoming
170 fiscal year;

171 (3) Establishing the estimated assessment rate for the upcoming fiscal year;

172 (4) Establishing or increasing a maximum assessment rate, if desired by the city
173 council;

174 (5) Authorizing the date, time, and place of a public hearing to receive and
175 consider comments from the public and consider the adoption of the annual rate
176 resolution for the upcoming fiscal year; and

177 (6) Directing the city clerk to:

178 a. Update the assessment roll;

179 b. Provide notice by publication and first class mail to affected owners in
180 the event circumstances described in subsection (f) of this section so
181 require; and

182 c. Directing and authorizing any supplemental or additional notice deemed
183 proper, necessary or convenient by the city.

184 (c) The annual rate resolution shall (1) establish the rate of assessment to be imposed in
185 the upcoming fiscal year and (2) approve the assessment roll for the upcoming fiscal year
186 with such adjustments as the city council deems just and right. The assessment roll shall
187 be prepared in accordance with the method of apportionment set forth in the initial
188 assessment resolution, or any subsequent preliminary rate resolution, together with
189 modifications, if any, that are provided and confirmed in the final assessment resolution
190 or any subsequent annual rate resolution.

191 (d) Nothing herein shall preclude the city council from providing annual notification to
192 all owners of assessed property in the manner provided in sections 22-39 and 22-40 or
193 any other method as provided by law.

194 (e) The city council may establish or increase a maximum assessment rate in an initial
195 assessment resolution or preliminary rate resolution and confirm such maximum
196 assessment rate in the event notice of such maximum rate assessment has been included
197 in the notices required by sections 22-39 and 22-40.

198 (f) In the event (1) the proposed fire services assessment for any fiscal year exceeds the
199 rates of assessment adopted by the city council including a maximum assessment rate, if
200 any, that were listed in the notices previously provided to the owners of assessed property

201 pursuant to sections 22-39 and 22-40, (2) the purpose for which the fire services
202 assessment is imposed or the use of the revenue from the fire services assessment is
203 substantially changed from that represented by notice previously provided to the owners
204 of assessed property pursuant to sections 22-39 and 22-40, (3) assessed property is
205 reclassified or the method of apportionment is revised or altered resulting in an increased
206 fire services assessment from that represented by notice previously provided to the
207 owners of assessed property pursuant to sections 22-39 and 22-40, or (4) an assessment
208 roll contains assessed property that was not included on the assessment roll approved for
209 the prior fiscal year, notice shall be provided by publication and first class mail to the
210 owners of such assessed property as provided by law. Such notice shall substantially
211 conform with the notice requirements set forth in sections 22-39 and 22-40 and inform
212 the owner of the date, time, and place for the adoption of the annual rate resolution. The
213 failure of the owner to receive such notice due to mistake or inadvertence shall not affect
214 the validity of the assessment roll nor release or discharge any obligation for payment of
215 a fire services assessment imposed by the city council pursuant to this chapter.

216 (g) As to any assessed property not included on an assessment roll approved by the
217 adoption of the final assessment resolution or a prior year's annual rate resolution, the
218 adoption of the succeeding annual rate resolution shall be the final adjudication of the
219 issues presented as to such assessed property (including, but not limited to, the
220 determination of special benefit and fair apportionment to the assessed property, the
221 method of apportionment and assessment, the rate of assessment, the establishment or
222 increase of a maximum assessment rate, the assessment roll, and the levy and lien of the
223 fire services assessments), unless proper steps shall be initiated in a court of competent
224 jurisdiction to secure relief within 20 days from the date of the city council action on the
225 annual rate resolution. Nothing contained herein shall be construed or interpreted to affect
226 the finality of any fire services assessment not challenged within the required 20-day
227 period for those fire services assessments previously imposed against assessed property
228 by the inclusion of the assessed property on an assessment roll approved in the final
229 assessment resolution or any subsequent annual rate resolution.

230 (h) The assessment roll, as approved by the annual rate resolution, shall be delivered to
231 the tax collector as required by the Uniform Assessment Collection Act, or if the
232 alternative method described in section 22-67 is used to collect the fire services
233 assessments, such other official as the city council by resolution shall designate. If the
234 fire services assessment against any property shall be sustained, reduced, or abated by the
235 court, an adjustment shall be made on the assessment roll.

236 Sec. 22-44. Lien of fire services assessments.

237 Upon the adoption of the assessment roll, all fire services assessments shall constitute a
238 lien against assessed property equal in rank and dignity with the liens of all state, county, district,

or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid. The lien for a fire services assessment shall be deemed perfected upon the city council's adoption of the final assessment resolution or the annual rate resolution, whichever is applicable. The lien for a fire services assessment collected under the Uniform Assessment Collection Act shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes imposed under the tax roll. The lien for a fire services assessment collected under the alternative method of collection provided in section 22-67 shall be deemed perfected upon the city council's adoption of the final assessment resolution or the annual rate resolution, whichever is applicable, and shall attach to the property on such date of adoption.

Sec. 22-45. Economic hardship program.

(a) There is hereby created an economic hardship program to assist residential property owners. The city council, in its sole discretion, shall determine on an annual basis whether to fund a program of hardship assistance to city residents who are living below or close to the poverty level and are at risk of losing title to their homes as a result of the imposition of the fire services special assessment.

(b) On an annual basis the city council shall designate the funds available to provide any hardship assistance. The provision of hardship assistance in any one year shall in no way establish a right or entitlement to such assistance in any subsequent year and the provision of funds in any year may be limited to the extent funds are available and appropriated by the city council. Any funds designated for hardship assistance shall be paid by the city from funds other than those generated by the fire services special assessment.

(c) The city clerk shall establish guidelines and administer the hardship program.

Sec. 22-46. Revisions to fire services assessments.

If any fire services assessment made under the provisions of this chapter is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the city council is satisfied that any such fire services assessment is so irregular or defective that the same cannot be enforced or collected, or if the city council has failed to include or omitted any property on the assessment roll, which property should have been so included, the city council may take all necessary steps to impose a new fire services assessment against any property benefited by the fire services assessed costs, following as nearly as may be practicable, the provisions of this chapter and in case such second fire services assessment is annulled, vacated, or set aside, the city council may obtain and impose other fire services assessments until a valid fire services assessment is imposed.

Sec. 22-47. Procedural irregularities.

Any informality or irregularity in the proceedings in connection with the levy of any fire services assessment under the provisions of this chapter shall not affect the validity of the same after the approval thereof, and any fire services assessment as finally approved shall be competent and sufficient evidence that such fire services assessment was duly levied, that the fire services assessment was duly made and adopted, and that all other proceedings adequate to such fire services assessment were duly had, taken, and performed as required by this chapter; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby.

Sec. 22-48. Correction of errors and omissions.

(a) No act of error or omission on the part of the property appraiser, tax collector, city clerk, city council, or their deputies or employees, shall operate to release or discharge any obligation for payment of a fire services assessment imposed by the city council under the provision of this chapter.

(b) When it shall appear that any fire services assessment should have been imposed under this chapter against a parcel of property specially benefited by the provision of fire services, facilities, or programs, but that such property was omitted from the assessment roll; or such property was erroneously assessed; or was not listed on the tax roll as an individual parcel of property as of the effective date of the assessment roll approved by the annual rate resolution for any upcoming fiscal year, the city council may, upon provision of a notice by mail provided to the owner of the omitted or erroneously assessed parcel in the manner and form provided in section 22-40, impose the applicable fire services assessment for the fiscal year in which such error or omission is discovered, in addition to the applicable fire services assessment due for the prior two fiscal years. Such fire services assessment shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles, and claims in and to or against the real property involved, shall be collected as provided in Article III of this chapter, and shall be deemed perfected on the date of adoption of the resolution imposing the omitted or delinquent assessments.

(c) Prior to the delivery of the assessment roll to the tax collector in accordance with the Uniform Assessment Collection Act, the city clerk shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the owner of any property subject to a fire services assessment, to reclassify property based upon presentation of competent and substantial evidence, and correct any error in applying the fire services assessment apportionment method to any particular parcel of property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction shall be considered valid ab initio and shall in no way affect the enforcement of the fire services assessment imposed under the provisions

of this chapter. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by, the city clerk and not the property appraiser or tax collector.

(d) After the assessment roll has been delivered to the tax collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the tax roll upon timely written request and direction of the city clerk.

Sec. 22-49. Interim assessments.

(a) An interim fire services assessment may be imposed against all property for which a certificate of occupancy is issued after the adoption of the annual rate resolution. The amount of the interim fire services assessment shall be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the annual rate resolution for the fiscal year for which the interim fire services assessment is being imposed. Such monthly rate shall be imposed for each full calendar month remaining in the fiscal year. In addition to the monthly rate, the interim fire services assessment may also include an estimate of the subsequent fiscal year's fire services assessment.

(b) Issuance of the certificate of occupancy without the payment in full of the interim fire services assessment shall not relieve the owner of such property of the obligation of full payment. Any interim fire services assessment not collected prior to the issuance of the certificate of occupancy may be collected pursuant to the Uniform Assessment Collection Act as provided in section 22-66 of this chapter, under the alternative collection method provided in section 22-67 or by any other method authorized by law.

(c) Any interim fire services assessment shall be deemed due and payable on the date the certificate of occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the certificate of occupancy.

SECTION THREE. The provisions of this Ordinance shall be codified as and become and be made a part of the Code of Ordinances of the City of Edgewood.

SECTION FOUR. If any section, sentence, phrase, word or portion of this ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase, word or portion of this Ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

SECTION FIVE. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION SIX. This Ordinance shall take effect immediately upon its adoption by the City Council.

PASSED AND ADOPTED this _____ day of _____, 2026, by the City Council of the City of Edgewood, Florida.

PASSED ON FIRST READING: _____

PASSED ON SECOND READING: _____

Richard A. Horn, Council President

ATTEST:

Sandy Riffle, City Clerk

Ordinance 2026-08

CBA Adoption



MEMORANDUM

TO: Mayor Dowless, Council President Horn, Council President Pro-Tem Lomas and Councilmembers McElroy, Santurri and Steele

FROM: Sandra Riffle, City Clerk

DATE: July 17, 2026

SUBJECT: Summary of Final Police Contract (CBA)

The City has successfully concluded contract negotiations for a new three-year (2026-2029) Collective Bargaining Agreement covering our sworn law enforcement personnel. This agreement represents a vital compromise between the City's bargaining team and the Police Benevolent Association.

The text of the agreement is finalized and requires formal approval by the City Council before it can be executed.

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF EDGEWOOD



AND THE

**WEST CENTRAL FLORIDA POLICE BENEVOLENT
ASSOCIATION**



**OFFICERS AND SERGEANTS OF THE EDGEWOOD POLICE
DEPARTMENT**

OCTOBER 1, ~~2023~~ 2026 THROUGH SEPTEMBER 30, ~~2026~~ 2029

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PREAMBLE

This Agreement is entered into, by and between the City of Edgewood, and hereinafter referred to as the "City" or "Employer" and the West Central Florida Police Benevolent Association, Inc., a Chapter of the Florida Police Benevolent Association, Inc. hereinafter referred to as the "Union" or "PBA".

It is the purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union; to provide for equitable and peaceful adjustment of differences which may arise during its term concerning the meaning, application, or enforcement of any of its provisions and to establish agreed upon standards of wages, monetary benefits, hours, and other conditions of employment upon which they are earned during the term of this Agreement. It is also intended to set forth the rights, prerogatives, and authority of the City as they relate to employment hours and terms and conditions.

ARTICLE 1 RECOGNITION

- 1.1 Recognition of the West Central Florida Police Benevolent Association, Inc., a Chapter of the Florida Police Benevolent Association, Inc. was established by an order of the Florida Public Employees Relations Commission in case Numbers RC-90-052, Certification Number 929, recognizing the West Central Florida Police Benevolent Association, Inc., a Chapter of the Florida Police Benevolent Association, Inc. as the sole and exclusive bargaining representative agent for a unit composed of all full-time law enforcement personnel in the classification of Police Officer and Police Sergeant as defined by the Public Employees Relations Commission, excluding all other employees of the City of Edgewood.

ARTICLE 2
NON-DISCRIMINATION

- 2.1 Neither the Union nor the City shall discriminate against any employee on the basis of race, color, religion, age, sex, sexual orientation, national origin, or Union membership or non-membership, or any other statutory prohibitive discrimination practice or activity.
- 2.2 The use in this Agreement of the male gender designation "he" in referring to an employee shall also include the female gender and is used for convenience purposes only.
- 2.3 The parties recognize the City has established internal procedures to investigate and resolve alleged cases of discrimination, consistent with standards and procedures established by local, state and federal law. Accordingly, except in instances of discrimination based upon union membership or non-membership which shall be subject to the grievance and arbitration procedures of this agreement, the parties agree alleged cases of discrimination shall be processed through the City's internal procedures and shall not be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 Except to the extent that the Employer has agreed otherwise by the terms of this Agreement, the Employer shall have the exclusive right and unilateral authority to determine and from time to time re-determine and direct the policies, determine mode and methods of performing all its work of any sort, without any interference in the management or conduct of the Employer's operations on the part of the Union or any of its representatives.

The Employer shall have the exclusive legal right to take any action it deems necessary or appropriate in the management of the City of Edgewood Police Department and the direction of its work force. All rights and functions which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer.

Such rights exclusively reserved to the Employer shall include, but are not limited to, the right to determine the size and composition of its work forces; to determine work schedules and all methods of police protection and related services; to assign overtime work; to determine the number and types of equipment, processes, materials, products and supplies to be used, operated or distributed; to hire, retire, promote, demote, evaluate, transfer, assign, direct, layoff, recall, reward, reprimand, suspend, discharge and otherwise discipline employees for just cause; to maintain efficiency of employees; to determine job content and qualifications for job classifications; to determine the amounts and types of work to be performed by employees; to establish a regulations manual and change work rules, Standard Operating Procedures and General Orders; to establish new jobs and to abolish or change existing jobs; to increase or decrease the number of jobs or employees; to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to use managerial, supervisory or other non-unit employees or part-time/reserve/volunteer personnel to perform work performed by employees of the unit; to determine the assignment of work; to schedule the hours and days to be worked by employees; to permanently or temporarily discontinue, or to sell, convey, transfer or assign all or any part of its facilities, functions, services or other

operations; to open new facilities; to transfer or assign employees to new facilities; to make studies of workloads, job assignments, method of operation and efficiency from time to time and to make changes based on said studies; to expand, reduce, alter, combine, transfer, assign, cease or create any job, job classification, department or operation; to institute, modify or terminate any bonus or work incentive plan excluding longevity pay or educational incentive; to control and regulate or discontinue the use of supplies, machinery, equipment, vehicles and other property owned, used, possessed or leased by it; to make or change rules, policies and practices not in conflict with the provisions of this Agreement; to introduce new, different or improved methods, means, processes, maintenance, service and operations; and otherwise generally to manage the Police Department, and direct the work force.

3.2 In addition to, or in further explanation of those rights of the City of Edgewood set forth above, in its charter, code, ordinances, resolutions, and in State Statutes, the parties specifically acknowledge that the City shall, except as otherwise set forth in this agreement:

- A. Have the unilateral authority to hire, and establish and change the procedures for hiring;
- B. Discipline employees for just cause;
- C. Have the unilateral authority to determine what work will be performed, when it will be performed, and by whom it will be performed within the Bargaining Unit;
- D. Have the unilateral authority to determine whether work will be subcontracted to a private entity or transferred to another governmental entity;
- A. Have the unilateral authority to require employees to submit to alcohol or drug screening, as part of an otherwise regularly required physical examination, or based upon reasonable suspicion of alcohol/drug use;
- B. Have the unilateral authority to establish and change work schedules, to transfer employees, to lay off employees, and to temporarily or permanently reduce the work force.

3.3 If the Mayor determines, in his sole discretion, that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or other emergency conditions, the provisions of this Agreement may be suspended by the Employer for the duration of the declared emergency; provided, however, that wage rates and monetary fringe benefits shall not be suspended, and all grievances shall be preserved.

ARTICLE 4

EMPLOYEE DISCIPLINARY PROCEDURES

- 4.1 A copy of the department Regulations Manual and General Orders will be made available electronically online via the City Intranet, e-mail or a similar type program. Officers shall acknowledge receipt of any and all updates and shall be responsible thereafter for maintaining updates.
- 4.2 Prior to commencement of an investigative interview against a unit member, the unit member shall be provided with a copy of a written statement of the charge(s) which shall identify the person(s) upon whose statement the charge(s) is/are dependent along with an explanation of the charge. The Unit member may also review the complaint and all written statements made by the complainant and witnesses immediately prior to the beginning of the investigative interview.
- 4.3 No permanent employee shall be disciplined or discharged without just cause. Discharge of probationary police officers for non-disciplinary reasons shall not be subject to the arbitration procedure until they have successfully completed the probationary period. Probationary employees who are terminated for non-disciplinary reasons during this period shall have a right to have a Union representative present during any termination meeting, along with an explanation of the reason for the termination. Prior to any such termination meeting imposing discipline in such cases, the officer shall be relieved of duty and departmental weapons will be surrendered. Termination meeting shall be held prior to 1100 hours on a business day to allow for completion of the check-out process during the same day. Nothing in this article shall be construed as affording probationary employees a property interest in their employment.
- 4.4 Whenever an employee is under investigation and subject to interrogation by the Police Department for any reason potentially leading to disciplinary action, demotion, or dismissal, such investigation shall be conducted under the following conditions in addition to the most current version of F.S.S. 112.532 (common name Police Officer Bill of Rights) as enacted by the Florida Legislature:

- A. The interrogation shall be conducted at a reasonable hour; preferably at a time when the employee is on duty, unless the seriousness of the investigation warrants that immediate action is required or agreed upon between the parties. The Edgewood Police Department shall make every effort to complete the investigation within 45 days. If the investigation is not completed in 45 days, management shall provide a letter of explanation to the unit member under investigation as to the reason(s) for the delay and the expected time that the investigation will be completed. The City reserves the right under F.S.S. 112.532(6)(a) to toll the investigation.
- B. The interrogation shall take place either at the office of the investigating officer or in a City of Edgewood building, which shall be designated by the investigating officer or agency.
- C. The employee under investigation shall be informed of the rank, name, and command of the person in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the employee under interrogation shall be asked by and through one interrogator at any given time.
- D. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the names of all known complaining parties prior to giving a statement to the investigator.
- E. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- F. The employee under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. The employee can be

charged with insubordination if they refuse to answer a question. No promise or reward shall be made as an inducement to answer any questions.

- G. The formal interrogation of a bargaining unit member, including all recess periods, shall be recorded on audio tape, or otherwise preserved in such a manner as to allow a transcript to be prepared, and there shall be no unrecorded questions or statements. Upon the request of the interrogated bargaining unit member, a copy of any such recording of the interrogation session must be made available to the interrogated bargaining unit member no later than 72 hours, excluding holidays and weekends, following said interrogation.
- H. If the employee under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.
- I. At the request of any employee under investigation, he shall have the right to be represented by counsel or any other representative of his choice, who shall be present during any interrogation whenever the interrogation relates to potential discipline and/or to the officer's continued fitness for law enforcement service. The employee will answer all questions truthfully and may be granted reasonable periods of private consultation with their chosen representative. For the purpose of initial training, two (2) Union representatives will be permitted to be present during an interrogation.
- J. When such representative or counsel is not immediately available, the interrogation shall not be postponed for more than seventy-two (72) hours, excluding contractual holidays.

During the interview, counsel or representatives may not advise the employee as to how questions should be answered. The counsel or representative may privately discuss the incident or the interview with the employee during breaks which shall not be unreasonably denied. Moreover, at the end of the interview, the employee and his counsel or representative will be allowed to meet privately for a reasonable period. Thereafter, the employee will be allowed to make any final comments regarding the subject of the inquiry. Any such comments will be tape recorded, and if the comments raise additional questions in the mind of the investigator, the investigator may ask follow-up questions. Upon the conclusion of any disciplinary investigation the employee shall be provided at no cost with a copy of the disciplinary investigation and disciplinary recommendations at least seventy-two (72) hours prior to the pre-determination hearing (PDH).

- K. No dismissal, demotion, transfer, reassignment, or other personnel action which might result in loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against any employee unless such employee is notified of the action and the reason or reasons and given a meaningful pre-disciplinary hearing (PDH) prior to the effective date of such action.
- L. No employee shall be discharged, disciplined, demoted; denied promotion, transferred, or reassigned, or otherwise discriminated against in regard to his employment or appointment, or be threatened with any such treatment, by reason of his exercise of the rights granted by this Agreement.
- M. All complaints received by the City which lead to a formal investigation against a unit member shall be given a tracking number and shall include, at the minimum: the name of the person receiving the complaint, the date of the complaint, the nature of the complaint and who the complaint is assigned to for investigation. A complaint filed against an employee and all information obtained pursuant to the investigation of the complaint shall be confidential and exempt from the provisions

of F.S.S.119.07(1) until the investigation ceases to be active, or until the Chief of Police or his designee provides written notice to the officer who is the subject of the complaint, either personally or by mail, that the Department has either:

1. Concluded the investigation with a finding not to proceed with disciplinary action or to file charges; or
2. Concluded the investigation with a finding to proceed with disciplinary action or to file charges:

N. The officer who is the subject of the complaint and his legal counsel or representative may review privately the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative interview.

O. Neither the City nor its appointed officers or employees, nor the Union or unit members will, at any time, make public statements regarding disciplinary proceedings in progress against an employee.

An employee may be relieved of duty for investigation of alleged violation(s) or may be reassigned, including reassignment to the employee's home, during the pendency of the investigation. If so relieved the employee shall respond to all phone calls and be able to arrive at the police department building within forty five (45) minutes, during business hours (8 a.m. to 5 p.m.), Monday through Friday. The employee shall remain on full salary until such time he is recalled and/or disciplinary action is served.

P. An employee under investigation or having pending felony charges or charges of a designated misdemeanor under Section 943.13 may be relieved of duty or may be relieved of police powers and/or be reassigned to reasonable alternative

departmental duty during the pendency of the disciplinary process. The relief from duty for pending criminal charges shall be without pay. In the event, the bargaining unit member is found not guilty, the bargaining unit member shall be awarded back pay to the date of suspension without pay.

An employee who is arrested or charged with a felony or designated misdemeanor under Section 943.13, Florida Statutes, who is not terminated, may be reassigned to reasonable alternative departmental duty or be relieved of duty without pay. The employee may be required to remain in a relieved without pay status until a final court disposition is rendered. Said employee may use any accrued personal leave or compensatory time during this period provided that any loss of pay or benefits shall be grievable.

An employee who is convicted of a felony or designated misdemeanor, under Section 943.13, Florida Statutes may be terminated and may not be entitled to any back pay or benefits for any period of relief of duty pursuant to this section provided that any loss of pay or benefits shall be grievable.

Any employee relieved of duty pursuant to this section who is convicted or pleads guilty or nolo contendere to a lesser offense, or who otherwise plea bargains his case, and is therefore not convicted, nor has pled guilty or nolo contendere to a felony or designated misdemeanor, under Section 943.13, Florida Statutes, may be fully restored to duty, and may be entitled to back pay and benefits for any period of relief of duty pursuant to this section.

Any employee relieved of duty pursuant to this section who is completely acquitted of all charges (or has all charges dropped) related to the felony or designated misdemeanor under Section 943.13, Florida Statutes, shall be fully restored to duty with all back pay and benefits for the period of relief from duty; except for such discipline imposed against the employee in accordance with this Article, which discipline shall be subject to the grievance procedure.

- Q. The findings of internal affairs investigations shall be labeled "sustained" (guilty as charged), "unfounded" (not guilty), "not sustained" (without merit) or "exonerated" (act was legal). No other terminology may be used.
- R. All internal Investigation Reports will be kept in the employee's Internal Affairs disciplinary file which will be retained in accordance with Florida State Statutes or as otherwise legally provided by law. Files shall include computer records, whether on disks or on hard drives. For the purposes of recommending discipline for a sustained violation, the employee's supervisor(s) shall only receive a printout of the employee's past sustained un-purged violations. In accordance with the retention laws, the Statement of Final Action on the internal investigation will be placed in the employee's personnel file once the internal investigation record has been purged.
- S. An employee may be subject to discipline, up to termination, for refusing to submit to an examination by any device or scientific technique designed to test for intoxication or presence of controlled substance at any time.
1. Such examinations shall only be required based upon competent evidence, and/or sworn statements, and/or physical observations establishing reasonable suspicion.
 2. Such examinations may be requested by a Sergeant and if approved by the Chief of Police, may be ordered by a Sergeant or higher.
 3. The initial screening for controlled substances shall be by urinalysis. If this screen reflects positive, such further tests shall only be performed by GCMS or equivalent qualitative and quantitative methods.

4. The examination shall not be postponed due to the employee's counsel or representative's availability.

T. The charges "conduct unbecoming an officer," "incompetence," and "carelessness," must contain the specific details of the charged conduct.

4.5 A. Violations of Regulations:

In that Regulations are standards of conduct, members and employees will be held accountable for violations of regulations. Initiation of investigations of alleged violations of policies or regulations will be documented in the form of an Initial Notice of Inquiry (I.N.O.I.).

B. Violations of Other Written Directives:

In that General Orders, Policy and Procedures, Supervisory Directives and Special Orders are work rules, violations of these Directives will be documented in the employee's supervisory notebook, unless investigated pursuant to 4.5(A).

C. Types of Discipline:

For one (1) violation, there will be one (1) type of discipline. The types of discipline shall be as follows:

1. Oral Reprimand
2. Written Reprimand
3. Suspension Without Pay:

With the Chief's approval, an employee may forfeit accrued personal leave in lieu of a suspension without pay provided that no indebtedness to the City occurs.

4. Demotion
5. Termination

D. Progressive Discipline:

Discipline will be consistent, appropriate, and progressive for similar or substantially similar violations. An employee's prior discipline history, tenure, and the seriousness of the offense will be important, but not the only, factors considered in determining discipline. Nothing herein prevents discipline or discharge with the first occurrence depending on the nature of the offense.

For the purposes of progressive discipline, the following shall be purged from the employee's record according to the following schedule:

1. Oral Reprimand – One (1) Year
2. Written Reprimand – Three (3) Years
3. Suspension Without Pay of Less Than 40 Hours: - Five (5) Years
4. Suspension Without Pay of More Than 40 Hours: - Six (6) Years
4. Demotion – Seven (7) Years
5. Termination – never removed

An employee's discipline history and any of the following: the nature and seriousness of the offense, and whether the offense was intentional and technical or inadvertent, or was committed maliciously, or was frequently repeated, the relation to employee's duties, position, and responsibilities, the employee's job level and type of employment, including supervisory or fiduciary role, contact with the public, and prominence of the position, the effect of the offense upon grievant's ability to perform at a satisfactory level and its effect upon supervisor's confidence and grievant's ability to perform assigned duties, the notoriety of the offense or its impact upon the reputation of the employer shall be proper cause for the discipline to be enhanced above the progressive discipline for similar or substantially similar violations.

E. Recommendations for Discipline:

Recommendations as to the appropriate discipline will be requested from the employee's chain of command starting with the Sergeant, or the next higher rank.

- 4.6 The disciplines of oral reprimand, written reprimand, and termination shall be invoked immediately. All other disciplines shall be invoked at the conclusion of the grievance procedure (excluding arbitration).
- 4.7 Any employee who is summoned before a departmental investigator or internal affairs during his off-duty hours will be compensated at the appropriately established rate for those hours actually utilized in attendance.
- 4.8 All employees have the right to inspect and make notes of their individual public records during normal administrative office hours, and no public records will be denied for inspection by the Employer.
- 4.9 Discipline and discharge shall only be grieved through the Grievance Procedure, as outlined in Article 24 and culminating in Article 25 – Arbitration or otherwise provided by law.

ARTICLE 5 SAFETY AND HEALTH

- 5.1 The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards. The City shall provide a safe working environment.
- 5.2 Employees covered by this Agreement shall not be required to use a vehicle or piece of equipment reasonably deemed unsafe. Whenever a unit member determines that a vehicle or other equipment is unsafe and, therefore, unfit for service because it is a hazard to him or to the public, or both, he shall immediately place the vehicle or piece of equipment out of service and inform his supervisor. The unsafe vehicle or other equipment shall not be used until it has been inspected and determined safe.
- 5.3 If the unsafe equipment is a vehicle and the nature of the unsafe condition is such that it should not be driven, the vehicle may be dead lined at the location where it is deemed unsafe. In no case will police vehicles or equipment be left unattended at a place other than the Police Department or repair facility. Additionally, if the nature of the unsafe condition is such that the vehicle can be driven to a place of repair by the employee without hazard to himself or the public, he shall do so. The employee's supervisor will be notified prior to any action. The supervisor will contact the Chief of Police or his Designee who will make final determination as to what action will be taken.
- 5.4 Officers unassisted will not be required to transport persons detained in a vehicle not equipped with a cage, except in an emergency, and then the transporting officer will be assisted by another officer.
- 5.5 Upon request, an employee shall be issued ~~200~~ 100 rounds, ~~in any combination the officer chooses, for 9mm, .38, .40 and .45 caliber ammunition~~ for the currently issued caliber handgun, or ~~100~~ 60 rounds for the currently issued rifle, AR-15 ammunition, each ~~annual~~ per quarter month for firearms practice on an employee's own time.

- 5.6 Domestic animals may be transported in a patrol vehicle when the animal control officer is not available and transport is necessary for the health and safety of the animal or the citizenry.

ARTICLE 6
RESIDENCY REQUIREMENTS

- 6.1 All bargaining unit members must reside within a thirty-five (35) air-mile radius of from 5565 S. Orange Ave.

Members must be able to respond to their regular work assignment location within sixty (60) minutes, assuming normal traffic driving and traffic conditions, when in an active on-call/recall status.

ARTICLE 7

BULLETIN BOARDS

- 7.1 The Union will be allocated a reasonable location within the Police Department for a bulletin board for posting of Union material.
- 7.2 Such bulletin board space is designated for the Union for the purpose of posting Union business and information such as: notices of Union meetings, elections, and recreational and social activities.
- 7.3 The Union shall not post any materials which are obscene or defamatory, which impair the operations of the department or which may reflect badly on the City of Edgewood, its elected officials, appointed officials or employees.

ARTICLE 8
SENIORITY, LAYOFF AND RECALL

- 8.1 Agency Seniority, for police officers, shall be determined by total calculated length of continuous full-time law enforcement service with the Edgewood Police Department. Employees with the same date of hire shall be assigned to the seniority list in order of rank. Employees with the same date of hire and same rank shall be assigned to the seniority list by alphabetical listing of their last name.

Rank Seniority, for supervisors, shall be determined by the amount of continuous full-time sworn law enforcement service with the Edgewood Police Department in rank. Each rank is independent of the other and upon promotion/demotion, rank seniority shall commence on the effective date of the assigned current rank.

- 8.2 On an annual basis, the City shall provide such copies of the personnel list roster as the Union shall request. The roster shall contain names, job title and seniority date of all bargaining unit members.
- 8.3 An employee who is terminated, or is permanently laid off and has not been recalled for six (6) months, or who fails to report for work within ten (10) days of receipt of notice of recall, or return to work within three (3) days after a leave of absence, or fails to report to work for three (3) consecutive work days without approved leave, shall lose his seniority, rank seniority, and failure to respond as above shall be considered an abandonment of his position by the employee.
- 8.4 In the event personnel reduction is necessary, employees shall be selected for layoff in accordance with the following procedures:
- A. The first employees to be laid off shall be probationary employees in the order of least seniority to most seniority provided all employees not laid off possess the necessary basic skills and abilities to perform the job which they are filling.

- B. The next employees to be laid off shall be permanent employees in the order of least seniority to most seniority provided all employees not laid off possess the necessary basic skills and abilities to perform the job for which they are filling.
- C. Any employee who is to be laid off shall be compensated in full for all accrued wages, accrued compensatory time, and accrued personal leave benefits.
- D. Any employee who is laid off, who had advanced to his present classification from a lower classification in which he held non-probationary appointment, shall be given the opportunity to displace a less senior employee in the lower classification at the pay rate of that lower classification in the same department.
- E. In the event the Police Chief determines it necessary to reduce the number of positions within a certain classification, determination of which bargaining unit member will be bumped down to a lower classification shall be based on rank seniority. In the case of an employee bumping down to a lower classification, the Chief may protect a position in that classification irrespective of seniority.

8.5 Employees on layoff status with seniority rights have preference to recall. In the event an employee is to be recalled, the employer shall notify him by registered mail not less than ten (10) days prior to the date he is to report for duty. Failure of an employee to keep the employer informed of his current address shall relieve the employer of all responsibility with regard to the notification time frame. An employee who fails to report for duty as scheduled on recall from a layoff shall be considered to have voluntarily terminated his employment unless such employee has timely notified the Employer in writing, and is excused in writing from duty by the Police Chief. Employees recalled after layoff shall be reinstated at their last position prior to the layoff if this position is still available and retain their seniority if the layoff does not exceed six months in length.

8.6 ~~Employees will have a one (1) year initial probationary period that starts on the date of employment. The City may extend the probationary period for a period not to exceed six~~

~~(6) months. In the event a bargaining unit member is unable to perform full-time law enforcement functions, time spent out of work shall be added to the probationary time. Probationary employees who have not successfully completed their probationary period may be terminated without recourse to the arbitration article herein. On~~ Upon satisfactory completion of ~~his~~ an employee's probationary period, the ~~newly hired~~ employee's date of seniority ~~dates from his~~ will be recorded as their first day of services with the City.

ARTICLE 9 WAGES

9.1 ~~For fiscal year 2023-2024, the position of Police Officer shall have a minimum base starting salary of \$50,000 annually to a maximum of \$81,704.34 annually. The position of Police Sergeant (promotion after October 1, 2023) shall have a minimum salary of \$67,200 annually to a maximum of \$83,923.59 annually. A step pay plan was established effective October 1, 2023. An updated step pay plan is established for the rank of Police Officer and Police Sergeant, is reflected in Appendix A, attached to this Agreement. Effective October 1, 2023~~ 2026, all bargaining unit members holding the rank of Police Officer shall ~~be placed~~ continue in the established step plan. in the step commensurate with their number of complete years of service as of October 1, 2023. During the term of this agreement ~~FY 2023-2024~~, each bargaining unit member holding the rank of Police Officer shall advance one step on their anniversary date of hire. Members promoted to the rank of Police Sergeant shall have their salary increased in accordance with Section 22.12. Effective October 1, ~~2023~~ 2026, all bargaining unit members holding the rank of Police Sergeant shall ~~be placed~~ continue in the established step plan. placed in the step commensurate with their number of completed years in rank as of October 1, 2023. During the term of this agreement ~~FY 2023-2024~~, each bargaining unit member holding the rank of Police Sergeant shall advance one step on their anniversary date of promotion.

9.2 During the effective dates of this Agreement, should a constitutional amendment be approved in the State of Florida modifying the ad valorem property tax provisions of Article VII of the Florida Constitution, either party shall have the right, within sixty (60) days of the approval of the constitutional amendment, to immediately reopen Article 9 for negotiation. If this section is triggered by the City, the current year's Step Plan shall remain in effect until such time and agreement is reached and ratification has occurred.

~~For fiscal year 2024-2025, all bargaining unit members shall advance one (1) step in the step pay plan, as reflected in Appendix A, attached to this Agreement on the anniversary date of hire for Police Officers and on the anniversary date of promotion for Police Sergeants.~~

~~9.3 For fiscal year 2025-2026, all bargaining unit members shall advance one (1) step in the step pay plan, as reflected in Appendix A, attached to this Agreement on the anniversary date of hire for Police Officers and on the anniversary date of promotion for Police Sergeants.~~

9.3 The City may pay a newly hired officer with full-time law enforcement experience additional compensation above the minimum base starting salary. At the discretion of the Chief, newly hired officer with full-time law enforcement experience may be credited for up to all of their previous years of experience into the Edgewood PD Step Plan minus two (2) years. For example: The City hires an officer with ten (10) years of previous experience, and the City may start the newly hired officer at Step 8 (ten years of experience minus two years).

~~9.4 Employees who are required to work in a higher classification, due to a supervisor's absence shall be paid at ten (10) percent more than their hourly rate of pay for each hour worked after an accumulative eighty-four (84) twelve (12) hours of such work.~~

~~9.4 Effective October 1, 2023 2026, an annual longevity payment based on years of total calculated length of continuous law enforcement service shall be paid to current bargaining unit employees. A direct deposit for the Longevity pay shall be made annually by the first Thursday of November. The following schedule of payment will be used:~~

9.4 Effective October 1, 2026, any bargaining unit member who is topped out in their respective pay plan and does not receive a step increase, shall receive a longevity bonus in the amount of \$2,500 paid on the pay check following their anniversary date.

Longevity Payment Schedule:

Years of Service:	Amount:
More than 20 years	\$3,750.00 <u>\$2,500.00</u>

~~Effective October 1, 2024, an annual longevity payment based on years of total calculated length of continuous law enforcement service shall be paid to current bargaining unit employees. A direct deposit for the Longevity pay shall be made annually by the first Thursday of November. The following schedule of payment will be used:~~

~~Longevity Payment Schedule:~~

~~Years of Service: _____ Amount:~~

~~More than 20 years _____ \$2,500.00~~

9.5 For Sergeants only, members may receive specialty pay for additional responsibilities that are assigned. This shall include Field training Officer, Crisis Intervention Officer, Accreditation Manager, Certified Training Officer, and any other unit the Chief deems specialized. Members shall receive \$300 per year for each specialty up to \$900 per year. The officer must be in good standing and meet all requirements set forth in the Policy and Procedures. Police Officers shall refer to Article 41, Career Development Plan.

9.6 Supervisors and CID may, at the discretion of the Chief, be scheduled to work eighty (80) hours per pay period. Those assigned these positions shall be paid eighty-four (84) hours per pay period due to administrative responsibilities that are part of their positions. These hours are not considered stand-by or on-call but the hours are for administrative purposes only and shall not be considered toward over-time calculations.

9.7 Shift Differential – Unit members who are scheduled on the Evening Shift shall be compensated an additional \$1.00 per hour between 1400 hours and 1800 hours and \$3.00 per hour for each hour between 1800 hours to 0600 hours.

Unit members who are scheduled on the Midnight Shift (1800 hours to 0600 hours) shall be compensated an additional \$2.00 per hour.

9.8 Educational Incentive Pay

Educational incentive monies are paid to bargaining unit members who have obtained a bachelor's degree, associate degree or equivalent from a college or university recognized by FDLE. Training incentive monies are also paid to all full-time bargaining unit members who complete Commission-approved training units. Commission-approved training units include advanced and career development courses, as well as special programs which have received Commission approval. Educational incentives shall be capped at \$130.00 per member.

ARTICLE 10
WORK WEEK AND WORK SHIFT

- 10.1 The standard payroll work week shall begin at 0000 hours Sunday and end at 2400 hours Saturday, which period shall be referred to as the standard work week.

The City agrees employees covered by this Agreement shall be scheduled to eighty-four (84) hours in a two-week pay period.

Subject to operational needs, the City shall make all reasonable efforts to schedule employees to two (2) consecutive days off during each work week.

- 10.2 Each employee shall be entitled to a paid meal period of thirty (30) minutes during his regular work shift, workload permitting.

Employees shall be allowed a fifteen (15) minute rest period during the first half of the work shift and fifteen (15) minutes during the second half of the work shift, work load permitting.

- 10.3 For the purposes of this Agreement, a shift means the time during which an employee is scheduled on duty. A regular work day shall be twelve (12) hours as determined by the Chief of Police.

- 10.4 No employee shall be required to work a split shift. All employee(s) will be entitled to at least eight (8) hours off-duty time prior to returning to work subject to operational needs.

- 10.5 Employees covered by this Agreement shall be considered on duty for those hours actually worked under the supervision of the department.

- 10.6 It is understood that daylight savings time change will cause the time clocks to be advanced one (1) hour during the spring of each year. The City agrees that employees working during

the actual time period when the clocks are advanced will be paid as time worked for the one (1) hour loss from the standard work shift.

- 10.7 Except as provided in this Agreement or in operational emergencies, an employee will not be required to adjust his scheduled hours, shift or days off from those scheduled with less than seventy-two (72) hours advance notice.
- 10.8 The City agrees to make every reasonable effort to have bargaining unit members' biweekly payroll checks direct deposit by 1700 hours on the first Wednesday following the close of the payroll period unless the close of the payroll period or the first Wednesday following the close of the payroll period fall on a legal holiday, in which case, the City agrees to make every reasonable effort to have bargaining unit members' bi-weekly payroll checks direct deposited by 1700 hours on the first Thursday following the close of the payroll period.

ARTICLE 11 OVERTIME

- 11.1 Employees shall be required to work overtime when ordered overtime shall be scheduled in accordance with departmental General Orders and administered in accordance with the provisions of this Agreement.
- 11.2 For the purpose of overtime computation, holidays, personal leave, bereavement leave, voting time, blood donor time, jury duty, on-call status, court standby time, standby time, compensatory leave, off duty attendance at grievance hearings requested by the Grievant or the Union, and annual military leave from duty on active pay status, shall not be construed as time worked. Any time spent for therapy or treatment for an on-the-job injury or illness, which occurs during an employee's regular shift, shall be considered as time worked for overtime purposes.
- 11.3 All hours actually worked in excess of eighty-four (84) hours during a fourteen (14) day work cycle shall be paid at the rate of time and one-half (1 1/2) of their base hourly wage or time and one-half (1 1/2) compensatory time at the discretion of the unit member.
- 11.4 Compensatory time earned shall be documented and shall be used at the convenience of the unit member subject to the approval of the department, which shall not be unreasonably withheld. In the first pay period in September of each year, the City shall pay to bargaining unit members the value of all accrued compensatory time in excess of forty (40) hours.

ARTICLE 12
EXTRA TIME PROVISIONS

12.1 Call Back Time:

- A. An employee called back to work after regular working hours shall be paid for actual hours worked. However, the employee shall receive a minimum equivalent to two (2) hours of straight time pay or straight compensatory time. The decision of whether an employee receives straight time pay or straight compensatory time shall be made by the unit member.

An employee recalled during a period for which he has already received the two hours minimum call back equivalent shall be paid for only additional time actually worked beyond that minimum.

Employees in an on-call status shall start their call back status period when the employee enters his vehicle and checks "in-service" on the radio. The call back period will end upon direct return to the residence and the employee checks "out of service" via radio. Employees will not be compensated for being placed in an on-call status while not working.

- B. When an employee is called back to return departmental property or to correct or resubmit improperly completed reports, correspondence or legal processes, the minimum provision of Section A of this article will not apply, and the employee will be compensated only for those hours actually worked.

12.2 Standby Duty:

- A. Standby duty on-call time is defined as the period in which the employee is ordered by the Police Chief, or his designee, to be readily accessible by telephone and not performing actual work, but in readiness to perform actual work when the need arises. Standby duty shall not include an employee who, due to the job description

of the position, may be called back outside of his normally schedule work hours unless such employee is required to be available for and respond within one hour to such calls by order of the Police Chief or a superior officer.

- B. Such standby time, when the employee is not actually working, is not considered time worked, but is compensated at the rate of two-tenths (2/10) hour for each hour of standby duty. This time may be paid or taken in compensatory time at the employee's option.

12.3 Employees will receive compensation for training at their appropriate rate of pay when required by the department to attend training during off-duty hours. As conditions of employment, officers must periodically train or be retrained or qualify in baton or ASP, firearms qualification, radar certification or re-certification, chemical tests for intoxication, refresher and initial training, and such other remedial training as required and if such training occurs during off-duty hours it shall be compensable as time worked. This provision shall not apply to training or attendance at any police training programs that may be required to obtain or retain certification for employment or qualify for any additional compensation available by law, unless the member is ordered to attend.

12.4 An employee ordered to attend any previously scheduled meeting that occurs outside of regular working hours shall be compensated for actual hours worked. However, the employee shall receive a minimum equivalent to two (2) hours of straight pay or straight compensatory time at the employee's option. The two (2) hour minimum shall not apply when the meeting is scheduled to begin within one (1) hour of the start or end of employee's shift. In such case the employee's shift will be extended and the employee paid for actual time worked.

ARTICLE 13
LEGAL PROCEEDINGS

- 13.1 Off-duty officers responding to legal processes resulting from performance of duties will, when actually required to appear to testify in court or in response to said legal process, while in an off-duty status, and not within one (1) hour of the end or start of a scheduled work shift, shall be paid a minimum of three (3) hours straight time pay or compensatory time at the discretion of the unit member. Employees attending court within one (1) hour of the end or start of a scheduled work shift, shall receive a one (1) hour minimum payment. However, time spent beyond the actual one (1) hours will be calculated in quarter (.25) of hours for these hours or portions thereof actually present at the legal proceedings, as verified by a court official or the State Attorney's office. In addition, unit members shall receive a quarter (.25) hour of pay for all subpoenas received that require the member to stand-by for a two (2) week trial period. Unit members shall notify the City when placed on a trial notice per subpoena.
- 13.2 Employees shall be required to endorse over to the City any subpoena fees legally due them for court appearances on duty.
- 13.3 Employees must sign and place the actual time on the appearing certification form or other appropriate form, for documentary purposes.
- 13.4 Upon providing proof of payment to the city, employees shall be reimbursed by the city for any parking expenses incurred during work-related activities.

ARTICLE 14
PERSONAL LEAVE

- 14.1 Personal Leave is paid time off granted to an employee for purposes of taking planned vacations, dealing with personal business, and recovering from illness or injury.

Personal Leave may also be requested to attend to an incapacitated member of the employee's immediate family. It may also be used to supplement Workers' Compensation benefits.

Accrued Personal Leave is personal leave earned that is unused at any given time. It shall begin to accrue from the date of appointment as a Probationary Police Officer with the Edgewood Police Department. An employee shall not accrue Personal Leave during a pay period if in a non-pay status during the entire pay period (two (2) week posting cycle). Personal Leave shall not be authorized or taken unless it has been accrued by the employee.

An employee shall accrue Personal Leave as follows:

From employment to third anniversary:	5 <u>6</u> hours per pay period
Over three (3) years up to seventh anniversary:	7 hours per pay period
Over seven (7) years up to twelfth anniversary:	9 hours per pay period
Over twelve (12) years up to twentieth anniversary:	10 hours per pay period
Over twenty years	12 hours per pay period

In addition to the above, members with over ten years of consecutive service within the department shall receive an additional personal leave day which shall accrue on October 1 of each year.

- 14.2 Bargaining unit members may use Personal Leave to be scheduled at their option, subject to prior approval of the Chief of Police or his designee which shall not be unreasonably withheld. Scheduled leave approval or disapproval must be communicated to the employee within three (3) work days from date of submission.

- 14.3 Employees shall continue to accrue Personal Leave while in any authorized paid leave status. Employees on suspension without pay shall not accrue Personal Leave during the period of suspension.
- 14.4 The maximum number of Personal Leave hours employees may accrue at any one time is ~~860~~ unlimited hours.
- 14.5 Employees leaving the employment of the City shall be paid for all accrued, but unused Personal Leave, up to a maximum of 300 hours, and Comp Time. Such payment shall be at the employee's current rate of pay.
- 14.6 If the City proposes to cancel a bargaining unit members' approved scheduled Personal Leave (for annual personal leave purposes) and the member will suffer an economic loss, the City shall reimburse the member and family for any loss for commercial travel, lodging expenses, entertainment expenses to include but not limited to tickets, and other non-refundable, prearranged expense. The member must:
- A. Notify the City at the time of cancellation notification that an economic loss will occur;
 - B. Make all reasonable attempts to recover expenses; and
 - C. Provide the City with documentation of the economic loss.
- 14.7 Personal Leave may not be used in less than one-quarter (1/4) hour increments.
- 14.8 When an employee dies while employed by the Department, his estate shall receive the cash equivalent of the value of all Personal Leave/Compensatory Time accrued by the employee at the time of death, or disability.

14.9 Payment of any accrued Personal Leave time shall be subject to repayment of any outstanding indebtedness owed to the City.

14.10 An employee shall not lose any Personal Leave accrued if transferred to another position.

ARTICLE 15
JOB-CONNECTED DISABILITY

15.1 Employees shall be entitled to all rights afforded under the Florida Workers' Compensation Law. The City shall provide members up to two (2) weeks paid leave for an injury received on duty that prevents the members from performing their job functions. Said compensation shall only be provided to the extent such injury is not otherwise covered by Workers' Compensation insurance. Furthermore, while on a job connected disability leave, employees shall be entitled to all benefits as described by City Policy and/or EPD Policies and Procedures.

15.2 Employees who are injured while performing their job functions, shall have eighteen (18) months to be medically cleared to return to duty after which it shall be within the discretion of the Chief of Police to grant additional time. The eighteen (18) month timeframe is for a single event. Employees shall provide health/work status updates to the City at least once every sixty (60) days documenting the progress of their return to duty status. Employees may not be in an out of work status for more than eighteen months within a twenty-four (24) months' timeframe. Exceptions to all of the foregoing may be granted by the Chief of Police within his reasonable discretion. After an employee has exhausted all of their available time, they must either file for medical retirement with FRS or the City may elect to terminate the employee.

ARTICLE 16
PUBLICATION OF THE AGREEMENT

- 16.1 The parties agree to execute duplicate originals of each Article, and the Union will undertake the responsibility of printing the necessary number of copies of this Agreement for the employee distribution.

ARTICLE 17
LEAVES OF ABSENCE

- 17.1 Upon recommendation of the Police Chief, leaves of absence without pay, including those for the purpose of entering upon a course of training or study calculated to improve the quality of service, may be granted. No benefits accrue during the period of the leave, except as required by law.
- 17.2 All applications for leaves of absences without pay must be approved by the Chief of Police.
- 17.3 An employee granted a leave of absence, upon the termination and/or expiration of the leave, will normally return to the same job classification and rate of pay currently in effect for that classification.
- 17.4 Military leave shall be granted in accordance with Florida and Federal law.
- 17.5 Except in an actual or declared emergency recall to duty, the employee if possible shall give thirty (30) days' notice to his supervisor that his Reserve Training duty will occur on the specific dates.
- 17.6 For annual "two week training" a copy of the employee's military orders for the period of Military Leave shall be attached to the department payroll. Employees on Military Leave shall be shown on payroll as "ML" (Military Leave).
- 17.7 Such leaves shall not exceed twelve (12) months. If the Chief of Police determines that an operational emergency exists which requires the cancellation of a leave of absence, the employee shall be given ten (10) calendar days' notice of the City's intent to cancel the leave. The employee may elect to return to work at any time during this ten (10) day period; however, if he should fail to return to work or obtain an extension of time to return, the employee will not be assured that a vacancy exists upon his return from leave and may be considered as having abandoned his position and will be terminated.

ARTICLE 18

INSURANCE

- 18.1 The City shall offer a tiered insurance option with at least two levels of coverage which may be chosen at the employee's option. The City will offer at least one tier of coverage with an employee per month at no cost to the employee ~~payment of no more than \$50.00.~~
- 18.2 For the duration of this Agreement, dependent coverage benefits will be made available to employees at the employees' expense, and the City will defray the cost for dependent coverage at the minimum amount of fifty (50) percent (or higher) per month. The City shall provide a reimbursable benefit of \$2,000.00 to all bargaining unit members and their covered dependents. This reimbursable benefit shall cover all expenses incurred from medical providers, dental providers, eye doctors, mental health providers and chiropractors, including co-pays and deductibles. This reimbursable benefit shall also cover all prescriptions, including prescribed treatment and/or medical equipment. The bargaining unit member shall submit the paid receipt to the designated City official for reimbursement and the member shall receive reimbursement within thirty (30) days of submission to the designated City official.
- 18.3 The City shall provide life insurance for sworn officers in the bargaining unit as same is required by law.
- 18.4 The City shall ensure three members of the bargaining unit continued membership on the City Employee Benefit Advisory Committee. One member shall collectively represent those needing "family plan" coverage, another member shall collectively represent those needing "employee only" coverage, and the third member being the In-house PBA elected member in order to ensure various views of usage are represented. Each member's input and vote shall receive equilateral consideration in determining any final decision.
- 18.5 The city shall provide the PBA with a 30 days' notice of intent to change health care plans prior to the yearly review.

- 18.6 Group Insurance: participation by retired employees – pursuant to FSS. 112.0801 (1) (2)
Unit members who have retired from the City, and the unit member's eligible dependents shall be offered the same health and hospitalization insurance coverage as is offered to active employees at a premium cost of no more than the premium cost applicable to active employees. The retiree shall have the option of continuing to participate in the group insurance plan.

ARTICLE 19
PENSION

- 19.1 The City of Edgewood agrees to maintain participation for current bargaining unit members' retirement plan within the Florida Retirement System. If in the future the City considers changes to the type of retirement plan to be offered to any new, incoming bargaining unit members (officers), the parties shall reopen this Article 19 for further negotiations.
- 19.2 Upon retiring with twenty (20) or more years of service, or retiring due to a medical retirement, a unit member shall be provided a retirement badge. The bargaining unit member may be awarded their duty weapon subject to the approval by the Chief of Police, which shall not be unreasonably withheld.

ARTICLE 20
EDUCATIONAL INCENTIVE

- 20.1 Employees are encouraged to attend institutions of higher learning. Employees who are attending college may be allowed to attend college courses as approved by the Chief of Police while in an on-duty status by using personal leave and/or compensatory time, workload permitting, subject to the approval of the Chief.
- 20.2 The City will reimburse members in the amount of 75% of the cost of tuition, books, and fees with three (3) or more years of service. Members must be in good standing and attending college courses that are relevant to their position in an accredited degree seeking program as approved by the Chief. The course must be completed with a final passing grade of a or better. Payments shall be subject to available budgeted funding and a maximum of \$2500.00 per member will be reimbursed; provided, however, if there are additional budgeted funds available in the last month of the fiscal year, such additional funds may be used by the City to reimburse members' expenses incurred beyond \$2,500.00.

Reimbursement for educational expenses will be made within fourteen (14) business days after receipt of the request by the City Clerk.

ARTICLE 21

EQUIPMENT ISSUE AND CLOTHING ALLOWANCE

21.1 The parties agree that the brand names contained in this Article shall establish a minimum standard. The following articles will be issued by the City to each sworn employee:

- i. ~~1 Protective Ballistic Vest (Bargaining unit members' choice of level 2A, 2, or 3A). All protective Ballistic Vests will included two vest carriers and one (1) Paraclete trauma plates (front) rated to stop 7.62 rifle ammo Replaced every Five (5) Years~~
- ii. ~~1 Agency Approved Firearm w/three magazines Replaced as needed~~
- iii. ~~1 Duty Holster Light Bearing (Level 3 Retention) Replaced as needed~~
- iv. ~~1 Rifle with carrying case Replaced as needed~~
- v. ~~1 Agency Approved ECW Replaced as needed~~
- vi. ~~2 ECW Cartridges Replaced as needed~~
- vii. ~~1 Agency Approved Body Camera Replaced as needed~~
- viii. ~~1 MDS Computer and Charger Replaced as needed~~
- ix. ~~5 Duty Pants Replaced as needed~~
- x. ~~5 Duty Short Sleeve Shirts Replaced as needed~~
- xi. ~~2 Duty Long Sleeve Shirts Replaced as needed~~
- xii. ~~1 Tie for class A uniforms Replaced as needed~~
- xiii. ~~2 BDU Pants Replaced as needed~~
- xiv. ~~2 Polo Short Sleeve Shirts with "Police" on both sleeves, badge and officer's name on the front. Replaced as needed.~~
- xv. ~~1 Duty Gun Belt Replaced as needed~~
- xvi. ~~1 Duty Under Belt Replaced as needed~~
- xvii. ~~5 Duty Belt Keepers Released as needed~~
- xviii. ~~1 Magazine Pouch Replaced as needed~~
- xix. ~~1 Rifle Magazine Holder (For Duty Belt) Released as needed~~
- xx. ~~1 Glove pouch Replaced as needed~~
- xxi. ~~1 Chemical Agent Spray w/holder Replaced as needed~~
- xxii. ~~1 Handheld Police Radio & charger w/holder Replaced as needed~~

- ~~xxiii. — 1 — 26 inch baton w/holder — Replaced as needed~~
- ~~xxiv. — 1 — Flashlight & charger w/holder — Replaced as needed~~
- ~~xxv. — 1 — Flashlight Cone — Replaced as needed~~
- ~~xxvi. — 1 — Tourniquet w/holder — Replaced as needed~~
- ~~xxvii. — 1 — Pair of Handcuffs w/pouch — Replaced as needed~~
- ~~xxviii. — 1 — RIPP Hobble Restraint — Replaced as needed~~
- ~~xxix. — 1 — Raincoat — Officer's choice on length (long or short) — Replaced as needed~~
- ~~xxx. — 1 — jacket (Winter) — Replaced as needed~~
- ~~xxxi. — 1 — jacket (windbreaker) — Replaced as needed~~
- ~~xxxii. — 1 — Baseball Cap (Edgewood Police) — Replaced as needed~~
- ~~xxxiii. — 1 — Osha Approved Traffic Safety Vest — Replaced as needed~~
- ~~xxxiv. — 1 — Police Wallet — Replaced as needed~~
- ~~xxxv. — 2 — Police badges (uniform and wallet) — Replaced as needed~~
- ~~xxxvi. — 2 — Police Identification Cards — Replaced as needed~~
- ~~xxxvii. — 2 — Narcan with Holder — Replaced as needed~~
- ~~xxxviii. — 1 — SIMS Training Gear (face, Throat, and Groin Protector) — Replaced as needed~~
 - i. 1 – Protective Ballistic Vest (Bargaining unit members' choice of level 2A, 2, or 3A). All protective Ballistic Vests will include two vest carriers and one (1) Paraclete trauma plate (front) rated to stop 7.62 rifle ammo – Replaced every five (5) Years
 - ii. 1 – Outer Vest Carrier w/Police Insignias – Replaced every two years minimum
 - iii. 1 – Agency Approved Firearm w/four magazines - Replaced as needed
 - iv. 1 - Duty Holster - Light Bearing (Level 3 Retention) - Replaced as needed
 - v. 1 – Police Rifle with carrying case - Replaced as needed
 - vi. 1 – Agency Approved ECW - Replaced as needed
 - vii. 2 – ECW Cartridges – Replaced as needed
 - viii. 1 - Agency Approved Body Camera - Replaced as needed
 - ix. 1 – MDS Computer and Charger - Replaced as needed
 - x. 1 – Agency Approved Chemical Agent
 - xi. 1 – Police Wallet – Replaced as needed
 - xii. 2 – Police badges (uniform and wallet) – Replaced as needed
 - xiii. 2 – Police Identification Cards - Replaced as needed

- xiv. 1 – Raincoat – Officer’s choice on length (long or short) – Replaced as needed
- xv. 1 – Jacket (Winter) – Replaced as needed
- xvi. 1 – Jacket (windbreaker) – Replaced as needed
- xvii. 1 – Baseball Cap (Edgewood Police) – Replaced as needed
- xviii. 1 – OSHA Approved Traffic Safety Vest w/POLICE Insignias – Replaced as needed

xix. **Class A Uniform and Equipment**

- xx. 2 – Class A Duty Pants with black leg stripe – Replaced as needed
- xxi. 2 – Class A Long Sleeve Shirt – Replaced as needed
- xxii. 1 – Class A Tie – Replaced as needed
- xxiii. 1 – Basketweave Duty Belt – Replaced as needed
- xxiv. 1 – Basketweave Double Magazine Holder – Replaced as needed
- xxv. 1 – Basketweave Chemical Agent Holder – Replaced as needed
- xxvi. 1 – Basketweave Radio Holder – Replaced as needed
- xxvii. 1 – Basketweave Handcuff Holder – Replaced as needed

xxviii. **Class B/C Uniform and Equipment (Daily Wear)**

- xxix. 5 – 5.11 Apex/Ridge or First Tactical A2/V2 Pants (bargaining unit members’ choice) – Replaced as needed
- xxx. 5 – First Tactical V2 Responder Shirt or First Tactical V2 Pro Performance Shirt (Long and/or Short Sleeve) – bargaining unit members’ choice – Replaced as needed
- xxxi. 1 - Duty Gun Belt — Replaced as needed
- xxxii. 1 – Duty Under Belt - Replaced as needed
- xxxiii. 5 – Duty Belt Keepers – Replaced as needed
- xxxiv. 1 – Glove pouch - Replaced as needed
- xxxv. 1 – Zero9 Chemical Agent Holder – Replaced as needed
- xxxvi. 1 – Zero9 - Two or Three magazine holder (Bargaining unit members’ choice) – Replaced as needed
- xxxvii. 1 – Zero9 Rifle Magazine Holder (For Duty Belt) – Released as needed
- xxxviii. 1 – Zero9 Radio Holder – Replaced as needed
- xxxix. 1 – Zero9 Spare Key Holder – Replaced as needed

- xl. 1 – Power Tac Warrior LT style Flashlight & charger w/holder - Replaced as needed
- xli. 1 – Flashlight Cone - Replaced as needed
- xlii. 1 – ASP Exo Handcuff Holder – Replaced as needed
- xliii. 1 – ASP Sentry Cuffs – Replaced as needed
- xliv. 1 – ASP 26-inch baton w/holder - Replaced as needed
- xlv. 1 – Eleven10 Gen 7 - Tourniquet Holder – Replaced as needed
- xlvi. 1 – CAT 10 Gen 7 Tourniquet – Replaced as needed
- xlvii. 1 – RIPP Hobble Restraint – Replaced as needed
- xlviii. 2 – Narcan with Holder - Replaced as needed

- xlix. **Training Uniform**
 - l. 2 - 5.11 Apex/Ridge or First Tactical A2/V2 Pants (bargaining unit members' choice) – Tan in color
 - li. 2 – 13Fifty Utility Shirt (Long and/or Short Sleeve) – bargaining unit members' choice – Navy in color

 - lii. **Criminal Investigations Uniform**
 - liii. 4 - 5.11 Apex/Ridge or First Tactical A2/V2 Pants (bargaining unit members' choice) – Tan, Grey, Black, Brown, or OD Green
 - liv. 4 – Polo style Shirt (Long or Short Sleeve) – bargaining unit members' choice – Tan, Grey, Black, Brown, or OD Green
 - lv. 1 – Admin Holster – Replaced as needed
 - lvi. 1 – Magazine and Handcuff Combo Holder

 - lvii. **Instructor Shirts**
 - lviii. 2 – 13Fifty Utility Shirt (Long and/or Short Sleeve) – bargaining unit members' choice – Red in color

 - lix. **Replacement Schedule**
 - lx. Regular Uniform Duty Pants - Replaced as needed
 - lxi. Regular Uniform Duty Shirts (long or short) - Replaced as needed

xlix. **Training Uniform**

- i. 2 - 5.11 Apex/Ridge or First Tactical A2/V2 Pants (bargaining unit members' choice) – Tan in color
- ii. 2 – 13Fifty Utility Shirt (Long and/or Short Sleeve) – bargaining unit members' choice – Navy in color

lii. **Criminal Investigations Uniform**

- liii. 4 - 5.11 Apex/Ridge or First Tactical A2/V2 Pants (bargaining unit members' choice) – Tan, Grey, Black, Brown, or OD Green
- liv. 4 – Polo style Shirt (Long or Short Sleeve) – bargaining unit members' choice – Tan, Grey, Black, Brown, or OD Green
- lv. 1 – Admin Holster – Replaced as needed
- lvi. 1 – Magazine and Handcuff Combo Holder

lvii. **Instructor Shirts**

- lviii. 2 – 13Fifty Utility Shirt (Long and/or Short Sleeve) – bargaining unit members’ choice –
Red in color

lix. Replacement Schedule

- lx. Regular Uniform Duty Pants - Replaced as needed
- lxi. Regular Uniform Duty Shirts (long or short) - Replaced as needed

- lxii. Class A Long Sleeve Shirt - Replaced as needed
- lxiii. Class A Uniform Pants w/Black Stripe - Replaced as needed
- lxiv. Training Uniform - Issued one (1) BDU pants and one (1) 13 Fifty Shirt - Replaced as needed
- lxv. CID Uniform - Issued four (4) BDU pants and four (4) Polo Shirts. Replaced as needed

The parties agree that equipment and uniform replacement requests shall not be unreasonably denied. If a supervisor denies any equipment or uniform request, the bargaining unit member may appeal the decision to the Chief of Police. In addition to the above listed items the City shall provide any other equipment necessary for the officer to do their job.

- 21.2 The cost of maintenance of these articles shall be paid by the employer. The City will replace, such items when such replacement is necessary at the City's discretion; however, replacement will not be unreasonably denied.
- 21.3 Upon termination of employment, the articles will be surrendered by the employee in like condition as when issued, however reasonable wear and tear is normal and will be expected.
- 21.4 In the event an employee ~~or~~ leaves the employment of the department, he shall return all uniforms and safety equipment to the department before receiving his final paycheck.
- 21.5 With the approval of the Chief of Police or his designee; uniforms, equipment, and non-clothing personal items damaged beyond normal wear and tear in the performance of duty, including glasses, contacts and watches, but not jewelry or watches valued in excess of ~~One hundred dollars (\$100.00)~~, five-hundred Dollars (\$500.00) shall be repaired or replaced by the City. Claims will be presented in accordance with procedures set forth in current Standard Operating Procedures. Negligently damaged or lost articles shall be replaced by the employee.

21.6 On the first pay period of October of each year members of the bargaining unit shall be paid an annual clothing allowance of ~~eight hundred ten dollars (\$810.00)~~ nine-hundred dollars (\$900.00) for the cost of cleaning uniforms and purchasing footwear. The clothing allowance shall be prorated monthly for members hired after the first pay period of October in any year and the clothing allowance shall be paid during such members' first pay period in employment. Honor Guard members shall be reimbursed for all costs of cleaning and maintenance of uniforms and equipment.

ARTICLE 22 PROMOTIONS

22.1 The purpose of this article is to establish a fair and impartial procedure to select qualified individuals for promotions.

22.2 ~~The Department will administer a job-related examination for the rank of Police Sergeant when the Chief of Police determines an examination is needed to create an eligibility list. At least one sergeant who is a member of the bargaining unit will be selected by the Department to assist in the review of the test material.~~

After a period of one (1) year from date of appointment, those Probationary Police Officers who have completed the Field Training Program, completed six (6) months of solo patrol, received three (3) Meets Standards or Exceed Standards on monthly evaluations, and are in good standing with the Department shall be promoted to the rank of permanent Police Officer and end their probationary period. Should a bargaining unit member be placed in Restricted Duty during their probationary period, the time spent in Restricted Duty shall be added to the 1-year probationary period. Probationary employees who have not completed their probationary period may be terminated without recourse to the arbitration article herein.

22.3 ~~The Department, not less than sixty (60) days prior to the examination shall announce the following:~~

~~A.——The date and place of the examination and the number of test questions.~~

~~B.——The method by which the examination's passing score will be determined.~~

~~C.——Areas covered by the examination.~~

~~D.—— Sources from which examination questions are drawn. A Master Set of source materials will be available for review in the office of the Chief of Police.~~

~~E.—— Eligibility requirements and cut-off date for sign-up.~~

~~F.—— Reference material and sources for study purposes which will assist officers in preparing for the examination.~~

Should a Probationary Police Officer successfully complete probation later than one year after appointment, the employee's rank date will be retroactive to that first-year anniversary.

22.4 ~~The Chief of Police will impanel a promotional board for the rank of Police Sergeant when the Chief of Police determines that a vacancy needs to be filled. The Promotional Board shall consist of the Chief of Police or a designee of his choice, two law enforcement supervisors from area agencies, and the Mayor or a City Council Member designated by the Mayor.~~

~~The Promotional Board shall use the following scoring requirements:~~

~~A.—— The Promotional Board will submit a similar number of verbal questions to each candidate with a score of 0 to 100.~~

~~B.—— Written examination with a score of 0 to 100.~~

~~C.—— The total score will be divided by 2 for a possible average score of zero to 100 for a candidate Overall Score.~~

~~D.—— If a candidate fails to meet a 75 or higher, in any scoring category, the candidate will not be considered qualified for promotion.~~

~~Candidates obtaining a score of 75 or more shall be placed on the promotional list. Those on the list are qualified for promotion provided they are in good standing with the department and meet necessary service requirements at the time of promotion. This list shall remain in effect for a period of twenty four months from the date of its certification by City Council.~~

Bargain unit members with at least four (4) five (5) years of full-time law enforcement experience will be eligible to compete in any subsequent Promotional Sergeant test administered by the City. The bargaining unit member must be off of new-hire probation at the time of the of the examination in order to qualify.

- 22.5 ~~In making promotions, the Department will select from a pool of candidates on the promotional list. The Chief of Police shall promote from the top three (3) scores on the promotional list. The list of persons eligible for each individual promotion will be adjusted prior to each subsequent promotion. If more than one position is being filled during the same time frame, the list of eligible candidates will be revised following each selection.~~

After a period of one year from the date of appointment, a Probationary Sergeant shall be promoted to the rank of Permanent Sergeant if the following is completed:

- A. Receive an overall rating on the Probationary Evaluation of "Meets Standards" or "Exceeds Standards."
- B. Completes the CJSTC Certified Training Course entitled "Line Supervision."
- C. Are in good standing with the Department.

In the event that a bargaining unit member is unable to complete (b) above due to denial by management or the class is not offered, the bargaining unit member shall obtain permanent status and shall take the next available class approved by management.

22.6 Approval for Promotions:

~~The Chief of Police shall forward the recommendation for promotion to the Mayor of the City of Edgewood. Upon approval of the Mayor, the promotion to probationary sergeant shall then become effective. Upon promotion, the unit member shall receive the base for the position being promoted into, or a ten percent (10%) increase to their current rate of pay, whichever is greater. If the member is being promoted into a position that has a step pay plan and a ten percent (10%) increase places them between steps, the member shall be advanced to the next highest step. For example, a member is promoted and a ten percent (10%) increase places them between steps two and three, the member shall be advanced to step three.~~

Probationary Sergeants failing to complete the probationary period will be returned to their former status. The Chief of Police may extend the probationary period up to ninety (90) days.

Should a Probationary Sergeant be placed in Restricted Duty during their probationary period, the time spent in Restricted Duty shall be added to the 1-year probationary period.

22.7 Probationary Status for Sergeants

~~Probationary Sergeants shall have a probationary status of one year. Failure to obtain an overall rating of "Acceptable" performance rating will be grounds for removal from Probationary Sergeant status and the member shall be returned to his former rank. Probationary Sergeants shall attend a "line supervision" course during the probationary period.~~

Bargaining unit members shall be held to be in "Good Standing" unless they meet one or more of the following criteria:

- A. The member has received an evaluation grade of “Requires Improvement” for any dimension on the most recent performance appraisal.
- B. The officer has received four or more separate INOIs leading to sustained disciplinary violations imposed within the twelve-month period. For purposes of this subsection, the twelve-month period is based upon the date discipline was imposed.
- C. No more than forty (40) combined hours of suspensions imposed within the twelve-month period prior to promotion or employment action. For purposes of this subsection, all 40 combined hours must have been imposed within a continuous twelve-month period.
- D. No demotion within twelve months.

INOIs that are pending are not calculated in determining “Good Standing.”

22.8 ~~Officers shall be held to be in “good standing” unless they meet one or more of the following criteria:~~

- ~~A. — The officer has received an evaluation grade of “below standards” for any dimension on the most recent performance appraisal.~~
- ~~B. — The officer has received four or more separate INOIs leading to sustained disciplinary violations imposed within the twelve-month period. For purposes of this subsection, the twelve-month period is based upon the date discipline was imposed.~~
- ~~C. — No more than forty (40) combined hours of suspensions imposed within the twelve-month period. For purposes of this subsection, all forty (40) combined hours must have been imposed with a continuous twelve-month period.~~
- ~~D. — No demotion within the past twelve months.~~

~~INOIs that are pending are not calculated in determining “good standing.”~~

The Department will administer a job-related examination for the rank of Probationary Police Sergeant when the Chief of Police determines an examination is needed to create an eligibility list. At least one sergeant, who is a member of the bargaining unit, will be selected by the Chief of Police to serve on the Review Committee.

22.9 The Department, not less than sixty (60) days prior to the examination, shall announce the following:

- A. The date and place of the examination and the number of test questions.
- B. The method by which the examination's passing score will be determined.
- C. Sources from which examination questions are drawn, which will assist officers in preparing for the examination.
- D. Eligibility requirements and cut-off date for sign-up.

22.10 The exam components, which will consist of:

- A. The Review Committee shall consist of the Chief of Police, the Deputy Chief of Police, and one sergeant who is a member of the bargaining unit.
- B. The Review Committee will prepare a written examination comprised of 100 multiple-choice questions with a verifiable answer from the source material. The source material shall include a reasonable amount of material, to be determined by the Chief of Police, from Department General Orders, State Statutes, City Ordinances, Department Regulations, Training Bulletins, and written directives.

Each question of the multiple-choice written test will have equal value. For each written exam question, there will be only one correct answer. If any question is determined to have multiple answers, multiple answers may be accepted. Final scoring will be determined on the basis of the number of correct answers divided by the total number of questions surviving any challenge procedure. Promotional candidates who achieve a score at or above 75 percent on the written test shall be eligible to proceed to the Promotional Board.

C. A Promotional Board will ask each candidate not more than twenty (20) verbal questions or scenario based questions. The questions will be developed by the Review Committee. Each question will have equal value, with a maximum score of 100. Candidates failing to achieve a score of 75 are disqualified. The Promotional Board shall consist of the Chief of Police or a designee of their choice and two law enforcement supervisors from area agencies. and the Mayor or a City Council Member designated by the Mayor.

D. The candidate's Written Exam score (75% = 75) will be added to their Promotional Board score, resulting in an Overall Score. Candidates will be ranked by their Overall Score on a Promotional List. This list shall remain in effect for a period of twenty-four (24) months from the date of the results of the examination are finalized. its certification by City Council.

22.11 ~~In making promotions, the Chief of Police shall select a candidate from the top three (3) scores on the promotional list who is currently in Good Standing. The list of eligible candidates for each individual promotion will be adjusted prior to each subsequent promotion. If more than one position is being filled during the same time frame, the list of eligible candidates will be revised following each selection.~~ Members on the Promotional List shall submit a “promotional packet” with the information requested by the Chief of Police. The Chief of Police will select one member for promotion.

22.12 Approval of Promotions:

The Chief of Police shall forward the selection for promotion to the Mayor. Upon approval of the Mayor, the promotion to probationary sergeant shall be effective. Upon promotion, the unit member shall receive the base for the position being promoted into, or a ten percent (10%) increase to their current rate of pay, whichever is greater. If the member is being promoted into a position that has a step pay plan and a ten percent (10%) increase places them between steps, the member shall be advanced to the next highest step. For example, if a member is promoted and a ten percent (10%) increase places them between steps two and three, the member shall be advanced to step three.

22.13 Written Examination Challenges

- A. A review of the written examination test results will be conducted. Candidates may attend and submit a written challenge to the appropriateness of questions and answers that were accepted as correct.
- B. The Review Committee will review all written challenges and resolve the challenges prior to the finalization of test scores.
- C. The Union shall have the right to appoint an observer to attend the review of the written examination and at the time written challenges are heard. Such observer shall be:
 - 1. An individual unrelated in any manner to a candidate who took the test and who themselves is either ineligible to sit for any subsequent Sergeant's Promotional Exam or agree to recuse themselves from such eligibility.
 - 2. Permitted to take handwritten notes, which shall be limited to the test procedure only and shall include no reference to any test question or to the voting of individual committee members;

3. Required to sign a confidentiality agreement prohibiting discussion of test questions and/or test content and/or the voting of individual committee members.
4. Any notes made by the observer will be turned over to the Chief of Police prior to the observer leaving the test review meeting or the Review Committee meeting. Chief of Police shall review the notes for compliance (i.e., to assure that they include no reference to test questions or voting of individual members). If in compliance, the Chief of Police shall immediately make a copy of the notes, retaining the copy and returning the original to the observer. In the event of non-compliance, the Chief of Police shall retain the original notes. Within three days thereafter, the original shall be returned to the observer with any reference to test questions or the voting of an individual struck through or otherwise deleted.

ARTICLE 23
VOTING

- 23.1 During a primary, special, or general election an employee who is registered to vote, whose hours do not allow sufficient time for voting, shall be allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before or after the regularly scheduled work period, it shall be considered sufficient time for voting.

ARTICLE 24
GRIEVANCE PROCEDURE

- 24.1 Members of the bargaining unit will follow all written, legal, and verbal orders given by superior officers even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein.
- 24.2 A grievance is a claimed violation of a specific term of this Agreement, to include but not be limited to a means of appeal for imposed discipline or discharge.
- 24.3 No grievance will or need be entertained or processed unless prepared in writing in the manner prescribed herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee or by the Union via hand delivery, fax, or e-mail. Grievance discussions at Step One will be conducted during the aggrieved's normal duty hours. Nothing in this section shall be construed to prevent an employee from presenting, at any time, his own grievance without representation. Unit members may be represented at any step by a PBA representative.
- 24.4 Any formal grievance filed shall be in writing and shall set forth the provision or provisions or the Agreement alleged to have been violated and the facts pertaining to the alleged violation(s), the date of the violation, and the requested remedy. The grievance shall be signed by the grievant or Union representative. A grievance submitted which does not contain the above information is incomplete and shall be amended by the grievant to state the required information. The necessity of filing an amendment shall not affect the timeliness to the extent that the grievance is substantially complete.
- 24.5 Grievances will be processed in the following manner, and strictly in accordance with the following stated time limits.

Step One:

An aggrieved party shall date and present in writing the grievance to their Supervisor or designee within ten (10) business days of his knowledge of the occurrence of the action giving rise to the grievance. The On-Duty Supervisor or designee shall within ten (10) business days of receipt of the written grievance conduct a meeting with the aggrieved party for the purpose of attempting to resolve the grievance. The Supervisor or designee shall notify the aggrieved party in writing of his decision within ten (10) business days following the meeting. Any grievance resulting from a disciplinary investigation will start at Step Two.

Step Two:

If the grievance is not resolved at Step 1, the aggrieved employee or Union, within ten (10) business days following receipt of their Supervisor or designee's decision in Step One, may submit the grievance to the Chief of Police who will call a special meeting to consider the grievance within ten (10) business days of his receipt of the grievance. The grievant shall not be represented by an elected official of the City, the City Attorney, or his staff. The Chief of Police shall notify the employee and the union of his decision, in writing, within ten (10) business days following the special meeting.

Step Three:

If the grievance is not resolved at Step 2, the aggrieved employee or Union, within ten (10) business days following receipt of the Police Chiefs decision in Step Two, may submit the grievance to the Mayor who will call a special meeting to consider the grievance within ten (10) business days of his receipt of the grievance. The grievant shall not be represented by an elected official of the City, the City Attorney or his staff. The Mayor shall notify the employee and the union of his decision, in writing, within ten (10) business days following the special meeting.

- 24.6 In advancing grievances, the grievant employee(s), Union and management may call a reasonable number of witnesses to offer testimony without incurring overtime cost to the City. Either party may call witnesses as needed. Hearings shall be continued to facilitate

appearance of witnesses who are department employees whose presence would otherwise conflict with department needs.

- 24.7 All Class Action grievances will be filed at Step Two.
- 24.8 The aggrieved employee and the union representative shall be given at least two (2) work days' notice of the grievance meetings provided herein.
- 24.9 For purposes of this article and the arbitration article, "business days" refers to those days during the week that the administrative office is open, which are usually Mondays through Fridays.
- 24.10 If any grievance other than those resulting in an oral reprimand or written reprimand is not satisfactorily resolved by the foregoing procedure, the Union or the City may proceed to Arbitration according to Article 25.
- 24.11 Time limits defined herein may be extended by mutual written agreement between the parties.

ARTICLE 25 ARBITRATION

- 25.1 If any grievance is not resolved by the foregoing Grievance Procedure, the Union, within twenty-one (21) calendar days after the receipt of the Mayor's decision to may give to the Police Chief, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration. The Union shall request a list of the seven (7) qualified arbitrators, from the Federal Mediation and Conciliation Service, within seven (7) calendar days from the date the notice was served on the City. The Union and the City will each strike three (3) names alternately from the list and the person remaining will be the arbitrator. The first strike shall alternate between the Union and the City The parties agree to an Expedited Arbitration Procedure in every case unless one, or both of the parties object to the Expedited Arbitration Procedure, in writing. Arbitrators will abide by the rules set forth in the FMCS Expedited Arbitration procedure. Where one or both parties have objected to the Expedited Arbitration, the process will be through the regular arbitration procedure. In the event that a transcript of a hearing before an arbitrator is prepared, the party ordering the transcript shall pay the cost thereof. In the event more than one party desires a copy of the transcript, the cost of said transcript will be paid in proportion to the number of parties requesting the transcript
- 25.2 As promptly as possible after the arbitrator has been selected, he shall conduct a hearing with representatives of the parties and consider the grievance. The decision of the arbitrator will be served upon the employee or employees aggrieved, the Employer and the Union in writing. It shall be the obligation of the arbitrator to make his best effort to rule within twenty-one (21) working days after the hearing. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be paid by the losing party. Each party shall be exclusively responsible for compensating its own representatives and witnesses. In the event one party does not prevail on all issues, the arbitrator shall apportion the respective expenses payable by the parties based upon his judgment of which party prevailed on each issue, or where the decision was split on an issue. Furthermore, the arbitrator may apportion

any costs incurred by a delay or rescheduling of a hearing based upon the parties' proportionate impact on that matter.

The submission to the arbitrator shall be based on the written grievance, and all matters relevant thereto, as submitted in Steps 1, 2 and 3 of the grievance procedure, and shall include a copy of this Agreement.

- 25.3 The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this Agreement. He shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this Agreement, by statute or otherwise, to the Employer or the Union or the employees, or to establish or change any wage or rate of pay in this Agreement. No decision of any arbitrator or of the Employer in one case shall create a basis for retroactive adjustment in any other case. The arbitrator shall have the exclusive authority to decide the arbitrability of issue(s) presented in the grievance.
- 25.4 All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the Employer, less any unemployment compensation received by the employee.
- 25.5 The decision of the arbitrator is final and binding on both parties, and the grievance shall be considered permanently resolved.

ARTICLE 26
PHYSICAL EXAMINATION AND WORKERS COMPENSATION BENEFITS

- 26.1 If the City finds it necessary to refer an on-the-job injury to an outside physician, the injured employee will have the discretion of choosing said physician to the extent as the same meets with the approval of the City's workers compensation carrier, providing all reports and changes of the physician comply with workers' compensation law. No employee shall be coerced by the Employer or ~~his~~ its representative in the selection of a physician.
- 26.2 The City and the Union agree to an employee drug screening program. The method and procedure for the drug screening shall be as encompassed in the Edgewood Police Department's General Orders, and consistent with the Florida Department of Transportation Standards. The cost of such tests shall be borne by the City.
- 26.3 No smoking or use of tobacco products will be permitted in the Edgewood Police Department building, or any other interior Edgewood Police Department work area or Department vehicle.
- 26.4 The employee shall have a personal fitness evaluation completed annually by a doctor of the employee's choice for the betterment of the employee's health. The City shall pay any co-pays or other charges incurred from their primary care physician and/or a specialist to which the employee is referred by his primary care physician above the amount covered by the employee's health insurance. Personal fitness evaluation shall include but is not limited to: EKG, stress testing (Treadmill, Thallium or other chemical/radiographic), echocardiogram testing, blood and lab testing, pulmonary function testing, vision/auditory testing, and flu/pneumonia vaccines. The City will NOT be privy to any test results nor will the physical, hearing, or vision exams be part of ANY Fitness for Duty standard. The results of the exams are strictly between the employee and the medical provider to be utilized for the betterment of the employee's health.

ARTICLE 27
GENERAL PROVISIONS

- 27.1 An employee may voluntarily accept and be employed in an occupation secondary employment which is not in violation of Federal, State, or county law or departmental policy. The employee shall notify the Chief of Police of any change in the officers working secondary employment within ten (10) business days of such change.

Also, all employees who wish to work in off-duty employment must complete an off-duty work information form as supplied by the Department, detailing the off-duty employment and the employer. The form will be completed and submitted as directed thereon. Officer shall notify the Chief of Police of any change in such off-duty employment within ten (10) days of such change.

- 27.2 The Department reserves the right to approve or disapprove any extra-duty employment which shall not be unreasonably denied. Final authority rests solely with the Chief of Police.

Employees working approved extra-duty employment must have extra-duty jobs invoiced through the department and payments processed through City payroll.

Extra-duty work when combined with the employee's normal working hours for the City (exclusive of overtime) shall not exceed seventy-two (72) hours in any one work week (Sunday 0001 hours to 2400 hours Saturday). Exception to this limitation may be requested in writing to the Chief of Police who may approve or disapprove the request.

Employees who are on light duty, leave of absence, relieved of duty, assigned to alternative duty pending criminal or internal investigation, or serving a disciplinary suspension may not work in any extra-duty employment.

Employees may not work extra-duty employment which conflicts with any physical or mental limitations imposed upon them by medical authority. Failure to comply with this section may result in disciplinary action and/or suspension of off duty work privileges.

The Department will post extra-duty employment opportunities received from third parties. At the Chiefs discretion, the rates for off-duty employment may be raised above the minimum rates based on the nature, needs and working conditions of the extra-duty employment.

When the City is requested to provide extra-duty police services, except for City sanctioned activities or operational emergencies, an employee has the right to refuse to work extra-duty.

- 27.3 The City agrees that an employee shall have the right to include in his official personnel record a written and signed refutation of any material he considers to be detrimental.
- 27.4 Employees will not be required to use their private vehicles in the performance of assigned duties.
- 27.5 Employees shall be furnished with parking facilities on City property to the extent available. Said parking facilities shall be furnished at no cost to the employee.
- 27.6 Police personnel may not be used other than in law enforcement, emergency response or code enforcement duties and dissemination of City material. Law enforcement duties shall have priority over all other duties of the officers. A copy of all bargaining unit job descriptions shall be furnished to the Union.

27.7 Work Rules

- A. Employees shall be required to observe and comply with written regulations governing their employment as set forth in departmental procedures and such special and general orders and written communications which are not in conflict with this Agreement.
- B. Employees 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 designees, provided only that such rules and regulations shall not be contrary to any of the provisions of this collective bargaining agreement, nor FSS 447. No disciplinary action will be taken for violation of a rule or regulation until at least forty-eight (48) hours after posting.

ARTICLE 28
NO STRIKES, WORK STOPPAGES, SLOWDOWNS

- 28.1 The Union and each employee agrees that it, the Union, and each employee, will not, under any circumstances or for any reason, including, but not limited to, alleged or actual unfair labor practices, alleged or actual unfair employment practices under an anti-discrimination law, alleged or actual breach of this contract or in sympathy for or support of any other employees or any other Union or their activities, call, encourage, ratify, participate in or engage in any strike, slowdown, or other interruption of work during the term of this Agreement directed at the employer.
- 28.2 It shall be a violation of this Agreement for any employee while on duty to fail or refuse to cross or pass any picket line or other demonstration if such failure or refusal in any way delays or interrupts performance of work.
- 28.3 The officers of the West Central Florida Police Benevolent Association agree that they will affirmatively work with the City to prevent or resolve any job action of any type or violations of this Article.

ARTICLE 29
ENTIRE AGREEMENT

- 29.1 The parties acknowledge that during negotiations resulting in this Agreement, they had the right and opportunity to make demands and proposals with respect to any and all subjects not removed by law from the area of collective bargaining and that the complete understanding and Agreements arrived at by the parties after exercise of that right and the opportunity are set forth in this Agreement.
- 29.2 The Union does not waive, and shall retain its right to bargain with the City over the impact of any action taken by the City not set forth or provided for in this Agreement, until Agreement or impasse is resolved concerning the impact at issue; however, any Agreement reached on such issue shall be retroactive to the date of the change.
- 29.3 It is understood and agreed that neither party hereto has been induced to enter into this Agreement by any representations or promises made by the other which are not expressly set forth herein, and that this document correctly sets forth the effect of all preliminary negotiations, understandings, and Agreements, and supersedes any previous Agreements, whether written or verbal.
- 29.4 With the exception of the effect of past practices, this contract constitutes the entire Agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual Agreement set forth in writing and signed by duly authorized representatives of both parties before it will be effective.

ARTICLE 30
DUES DEDUCTION

- 30.1 The City agrees that upon receipt of a voluntary written individual notice from any Bargaining Unit employee, the City shall deduct from their pay dues commencing with the second pay period after receipt of notice. Revocation shall be in writing and shall be effective as to the Employer commencing with the second pay period after the receipt of notice.
- 30.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the Union reasonably thereafter. No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings for the payroll period after tax deductions, are less than the amount of dues to be checked off.
- 30.3 The Union will initially notify the City as to the amount of dues. Such notification will be made to the City in writing over the signature of a representative of the Union. Changes in the Union membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of such change.
- 30.4 The Union agrees to indemnify or hold harmless the City in connection with any erroneous deduction of dues not the fault of the City.

ARTICLE 31
INDEMNIFICATION

31.1 The City will provide legal defense and legal indemnification in accordance with applicable law.

ARTICLE 32
UNION BUSINESS

- 32.1 The Union will inform the City in writing of its designated local representatives on the signing of this Agreement and when a change occurs. A grievance may be processed during duty hours so long as the processing does not interfere with the police department's operations.
- 32.2 Union local representatives and employees shall be allowed to communicate official Union business to members in work areas and during work time to the extent that duty responsibilities are not disrupted or interfered with.
- 32.3 A designated local representative may be released from duty without pay for the purpose of attendance at grievance hearings, P.E.R.C. hearings, and Union Board meetings, subject to duty requirements as determined by the Chief of Police or his designee.

ARTICLE 33
SEVERABILITY

- 33.1 If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction; or, if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.
- 33.2 The parties shall enter into collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 34 HOLIDAYS

34.1 The following shall be recognized paid holidays:

New Year's Eve
Martin Luther King Birthday
Memorial Day
Labor Day
Thanksgiving Day
Christmas Eve

New Year's Day
Employee's Birthday
Independence Day
Veteran's Day
Day after Thanksgiving
Christmas Day

Floating Holiday, Members shall receive one (1) Floating Holiday.

34.2 If a paid holiday falls on an employee's regularly scheduled day off, said employee will be compensated for an additional shift at regular straight time pay. If an employee must work on a holiday, the employee will be paid for hours worked plus an additional shift at straight time or compensatory time at the employee's option.

34.3 If an employee is off on approved no duty status due to an in-line-of-duty illness or injury, they shall stay on their scheduled rotation. The employee shall receive holiday pay in addition to any other remuneration due. The City shall make the determination if an illness or injury is a compensable workers' compensation illness or injury.

34.4 Employees scheduled to work holidays and who, in the opinion of management, are not needed to work on said holidays, will be required to take that day off. Employees who are not needed will receive their regular straight time shift pay at regular rate in lieu of holiday pay for said day off. Pre-scheduled use of paid time off that falls on a holiday shall not be charged against the member's accrued paid time off. Non pre-scheduled use of paid time off that falls on a holiday shall be charged against the employee's paid time off.

34.5 An employee intending to take the Floating Holiday must notify the Chief of Police or designee at least five (5) workdays in advance. The Floating Holiday may be taken at any time during the fiscal year, subject to approval of the Chief of Police, based upon work

scheduling requirements. Employees are entitled to one (1) Floating Holiday each fiscal year. A Floating Holiday cannot be carried over from year to year.

ARTICLE 35
BEREAVEMENT LEAVE

35.1 In the event of death in the employee's immediate family, the Chief of Police, upon request, will grant seven (7) work days off without loss of regular pay to arrange and/or attend funeral services or funeral related matters. These days are required to be used consecutively.

35.2 Immediate Family Defined:

For the purpose of this Article, immediate family is defined as the employee's father, mother, spouse or children, step-children, grandchildren, father-in-law, mother-in-law, brother, sister, grandparents, step-father, step-mother, ward, significant other, or former legal guardian. The foregoing relatives of the employee's spouse shall be considered as the immediate family for the purpose of this Article or the Chief of Police may grant bereavement for persons other than immediate family.

35.3 Significant Other will be defined as a live-in companion whose name has been previously submitted to and will be maintained confidentially by the City, as permitted by Florida Law. Bereavement leave benefits do not extend to relatives of significant others, unless changed by City Council.

35.4 Additional Leave:

Should an employee require additional time other than provided in 35.1, additional time off with pay and charged to accrued personal leave or compensatory time may be requested from the Chief of Police or his designee which shall not be unreasonably denied.

ARTICLE 36
NOTIFICATION OF CHANGE OF POLICIES

A copy of the department Standard Operating Procedures and General Orders will be made available electronically online via the City Intranet, e-mail or a similar type program. Officers shall acknowledge receipt of any and all updates and shall be responsible thereafter for maintaining updates. The PBA shall be provided a copy of all policies that affect the unit members, a minimum of fourteen (14) calendar days in advance, and, in addition, the PBA shall be furnished any proposed changes, additions, or deletions to the policies that impact wages, hours, and other terms and conditions of unit members' employment. The notification(s) shall give the PBA the opportunity to comment on the changes and, in its opinion, notify the City that the proposed changes have an impact on wages, hours, and other terms and conditions of employment. Any such notification by the PBA shall require the parties to meet to resolve any issues pursuant to FSS 447.

ARTICLE 37
EMPLOYEE REPRESENTATION AND PBA ACTIVITIES

37.1 – Representation

- (A) The PBA shall select no more than one (1) bargaining unit member who shall be authorized to act as PBA Representative. Said representative shall act as a liaison between the City and PBA but have no authority to bind the PBA. No more than one (1) PBA Representative, shall appear with a bargaining unit employee during a grievance meeting at any one time.

- (B) The PBA shall select Representatives, who may be employed by the PBA or PBA dues-paying bargaining unit members. PBA Representatives may represent bargaining unit members in grievances, inquiries, internal affairs investigations, and Discipline Dispute Resolution meetings. No more than one (1) PBA Representative, shall appear with a bargaining unit employee during a grievance meeting, inquiry, internal affairs investigation, or Discipline Dispute Resolution meeting.

- (C) The City will allow the PBA a minimum of one-half (1/2) hour and no more than one (1) hour, to meet with new employees, provided attendance is voluntary, at a time pre-determined by the City during the Field Training and Evaluation Program (FTEP) or the initial employee orientation. The City may decide to change or eliminate this access provided advanced notification is given to the PBA and, upon a proper request, bargain over the proposed change pursuant to F.S. Chapter 447 and the impasse procedure contained therein. The City reserves the ultimate discretion to adjust the PBA's access between one-half (1/2) hour and one (1) hour and such adjustments will not be subject to further bargaining or impasse procedures.

37.2 – Representative Access

- (A) The City agrees that designated PBA Representatives shall have reasonable access to public areas of City facilities. Access to secure areas of City facilities shall be denied unless the PBA Representative requests permission from the Chief of Police, or his designee at least forty-eight (48) hours prior to the meeting. The Chief of Police may waive the forty-eight (48) hour notification period. Access to restricted areas for the purpose of meeting with a member of the bargaining unit shall not be unreasonably denied. Access shall be limited to the bargaining unit member's break, meal or approved leave time, absent extraordinary circumstances, and shall be restricted to grievance investigations, matters related to the application of this agreement, as well as disciplinary investigations.

- (B) For purposes of this section, a critical incident includes a traffic crash involving serious injury, the death or serious injury of a person which may have resulted from a bargaining unit member's actions, the discharge of a weapon by a bargaining unit member, or other serious incident.

When a bargaining unit member is involved in a critical incident and requests the assistance of the PBA, the City will allow the member to contact an PBA Representative for assistance and representation; however, at any time the bargaining unit member shall provide public safety information and suspect descriptions. If a member fails to contact a PBA Representative after several attempts and a reasonable period of time, the member may request a supervisor's assistance with making contact with a PBA Representative.

- (C) Bargaining unit members, other than witnesses, involved in a critical incident, shall not be required to give an on-scene interview (other than providing public safety information and complete suspect descriptions), unless they voluntarily consent to do so.

- (D) Bargaining unit members, other than witnesses, involved in a critical incident, shall be allowed to have a PBA Representative or attorney present during a walkthrough of a critical incident scene when the walk through is authorized by the Chief of Police.

37.3 – Employee Use of Electronic Mail

To the extent permitted by the City and the Chief of Police, the PBA shall be allowed access and use of the City’s electronic mail system, pursuant to reasonable guidelines maintained by the Chief of Police and the City.

37.4 – Employee Lists

- (A) Upon request of a designated PBA Representative, the City will provide the PBA with a list via electronic mail which includes the name, work address on file, job title, gross salary, job location, hourly rate, pay grade/step, and sworn date for each bargaining unit member.
- (B) A bargaining unit member shall be responsible for promptly notifying the PBA upon resignation, termination, retirement, transfer, promotion, or demotion out of the bargaining unit.

37.5 – Negotiations

- (A) The PBA may designate bargaining unit members to serve on its Negotiation Committee. Bargaining unit members serving on the Negotiation Committee who are not on their regularly scheduled shifts during scheduled negotiation sessions shall not be paid by the City. Employee members of the Negotiation Committee who are on their regularly-scheduled shifts during scheduled negotiation sessions shall be paid for such time in actual negotiation sessions. A bargaining unit member shall not be compensated by the City for time spent preparing for negotiations. The

In-house Representative for the PBA's Negotiation Committee who are not on their regularly scheduled shifts during the negotiation's sessions shall be ~~for~~ compensated while attending all meetings and negotiations (two-hour minimum).

- (B) A bargaining unit member's attendance at negotiation sessions shall not unduly hamper the operations of the work unit or negatively impact staffing levels necessary to meet minimum manpower standards.

ARTICLE 38
PERSONNEL RECORDS

38.1 – Personnel File

- (A) All personnel records shall be maintained consistent with applicable law, and specifically Florida’s public records law set forth in Chapter 119, Florida Statutes. The City shall maintain an official Human Resources personnel file for each bargaining unit member which shall be stored at EPD Human Resources. This shall not preclude supervisors from maintaining working files on subordinates.
- (B) If any material is placed in a bargaining unit member’s official Human Resources personnel file, he may supplement the public record with a written response.
- (C) A bargaining unit member will have the right to review his official Human Resources personnel file, and applicable public records in a supervisor’s working file that are subject to disclosure under Florida law, at reasonable times specified by the Chief of Police or his designee under the supervision of the designated records custodian, to the extent permitted by law.
- (D) If the Chief of Police, or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines a document has been placed in the employee’s official Human Resources personnel file in error or is otherwise invalid, the document shall be stamped “NOT VALID,” placed in an envelope together with a letter of explanation, and maintained in the employee’s official Human Resources personnel file. The contents of the envelope will be disclosed pursuant to the requirements of Florida law.

38.2 – Privacy

Whenever a person not employed by the City asks to review an employee’s official Human Resources personnel file, Disciplinary file, or Internal Affairs file, the City will notify the

employee, in writing, email or verbally, of the request and the name and affiliation of the person, if the person making the request voluntarily provides such information.

38.3 – Counseling Notes

The parties agree that a written counseling form does not constitute discipline and is not subject to the grievance procedure set forth in this agreement. Written counseling forms typically document performance issues and related remedial measures. Counseling forms shall be utilized and maintained consistent with agency policy and applicable law. Prior to issuing a counseling form, the issuing supervisor should meet and discuss the issues to be addressed in the counseling form with the bargaining unit member. Only the bargaining unit member may attach a rebuttal to the counseling form. A counseling form shall, at a bargaining unit member's request, be removed from the section level and/or supervisory file twelve (12) months after date of service, unless an additional counseling form or discipline is issued within twelve (12) months of the original counseling form. Under such circumstances, the counseling form shall be subject to removal in accordance with the time limits for the later counseling form or disciplinary action. A counseling form is not discipline and shall not be used for purpose of determining future discipline or the amount of future discipline. Counseling forms shall be inadmissible in any arbitration.

ARTICLE 39
ACTING RANKS

39.1 – Working Temporarily in a Higher Classification

Any bargaining unit member who is directed by the Chief of Police to act in a higher promotional classification for a continuous period of ~~eighty-four (84)~~ thirty-six (36) hours or more shall receive an increase in base salary during the period of assignment which shall be retroactive to the initial date of the acting assignment. The bargaining unit member shall receive an increase of ten percent (10%) of the member's regular salary.

39.2 – Removal

Any bargaining unit member may be removed from an acting rank assignment in order to facilitate training opportunities for other bargaining unit members; however, a bargaining unit member shall not be removed from an acting rank assignment solely for the purpose of avoiding payment under this article.

39.3 – Limitations

Unless the Chief of Police decides otherwise for operational reasons, a bargaining unit member may be assigned to a permanent vacancy in a higher rank for no more than one hundred eighty (180) continuous days.

ARTICLE 40

LABOR MANAGEMENT COMMITTEE

- 40.1 There shall be a Labor Management Committee established to consist of the Police Chief, one member appointed by the Chief, the Union Representative, and one member appointed by the Union representative. The purpose of this committee shall be to meet and confer concerning problems of a general nature which may from time to time arise in the Police Department, to promote the harmonious operation of the department, and to make recommendations to the Chief concerning resolution of any such problems. The committee will meet at a mutually acceptable time, place, and date set by the Chief.

Recommendations of the committee will be advisory in nature only. The Labor-Management Committee meetings shall not be a substitute for collective bargaining and shall not address issues involving grievances.

- 40.2 The Chief agrees that if the Union representative, while on duty, desires to appear before a scheduled Council meeting, at which discussions concerning terms or conditions of employment or contract negotiations which affect bargaining unit members are to be held, then he may be allowed to attend without loss of pay, after first receiving permission from the Chief or his designated representative, which shall not be unreasonably denied. In no case will premium pay be granted for attendance as described above.

ARTICLE 41
CAREER DEVELOPMENT

- 41.1 The City and the Union agree that funding previously assigned to Specialty Pay (in Article 9) for the rank of Police Officers shall be transferred to the Career Development Plan beginning Fiscal Year 2027-2028 (for Officers only). Sergeants remain eligible for the Specialty Pay in Article 9.
- 41.2 The City and the Union agree to a Career Development Program for the rank of Police Officers as proposed in "Career Development Program Manual & Procedures."
- 41.3 The Career Development Review Committee is composed of three members. One member is selected by the Chief of Police; one member will be a department sergeant elected by the officers; and one member will be a non-sworn member (civilian staff from the police department, city hall, or city council) as agreed upon by the Chief of Police and the Union.
- 41.4 The structure of the Career Development Program shall include Career Officer Level I – Officer First Class, Career Officer Level II – Senior Police Officer, Career Officer Level III – Master Police Officer, and Career Officer Level IV – Corporal.
- 41.5 Effective October 1, 2027, monetary incentives of \$900 will be paid on November 1 of each year when an officer earns a minimum of ten (10) new Career Development Points from a combination of at least two categories: Training, Professional Achievement, or Community Involvement, during the previous fiscal year. Members are NOT required to obtain a rank outlined in 41.4, above, to qualify for this incentive and there shall not be subject to a minimum service time at the City of Edgewood to qualify for compensation.
- 41.6 The parties agree that if a new hire has previous experience and they have any hours of Advanced Training outlined in the "Career Development Program Manual & Procedures" within the previous twenty-four (24) months from their date of employment with the City of Edgewood and can provide verification, either through ATMS or a certificate, the requisite number of points shall be credited to the member. This provision shall only count

for the first fiscal year. The new hire shall still be required to obtain points from a second category even if they have already obtained ten (10) points or more in the Advanced Training category. This section shall only apply for the purposes of collecting payment for the first fiscal year.

- 41.7 If a Master Sergeant Program is implemented during this agreement, sergeants would be eligible to earn a monetary incentive of \$900 under the same circumstances that the Police Officers must satisfy to receive compensation.
- 41.8 Written records supporting attainment of Career Development Points must be submitted to the Career Development Committee for verification and approval before October 1 of each year.
- 41.9 Officers in the Career Development Program do not hold a supervisory rank regardless of the Career Officer Level title. Participation in the Career Officer Program is not required to be eligible to participate in a promotional process.
- 41.10 The parties agree that any non-substantiative changes to the Career Development Program Manual & Procedures document shall be approved by the City and the Union via email between the designated Chief of Police and the Chief Labor Negotiator or the West Central Florida PBA President. If there are substantiative changes proposed, then the parties shall conduct impact bargaining, and no changes may be implemented until such time that the changes are agreed to and ratified by both parties. The Union may, based upon the nature of the substantiative change, elect to approve the change via email to the Chief of Police.

ARTICLE ~~41~~42
DURATION

42.1 This Agreement shall take effect October 1st, ~~2023~~ 2026, and shall continue in full force and effect until midnight of September 30, ~~2026~~ 2029, when it shall terminate. In order to renegotiate this Agreement, written notice shall be given by either party. If the Union fails to notice the City of its intent to renegotiate this Agreement in the time limits specified, the Agreement shall automatically renew for the next fiscal year.

42.2 Any notice to be given under this Agreement shall be given by documented email, registered or certified mail; if given by the Union, it shall be addressed to the City of Edgewood, 405 Bagshaw Way, Edgewood, Florida 32809-3406; and any such notice by the City shall be addressed to the West Central Florida Police Benevolent Association, Inc., a Chapter of the Florida Police Benevolent Association, Inc., 300 East Brevard Street, Tallahassee, Florida, 32301.

42.3 Memorandum of Understanding/Settlements

The parties recognize that during the term of this Agreement situations may arise which require that terms and conditions not specifically and clearly set forth in the Agreement must be clarified or amended. Under such circumstances, the Association is specifically authorized by bargaining unit members to enter into the settlement of grievance disputes or memorandum of understanding that clarifies or amends this Agreement, without having to be ratified by bargaining unit members.

IN WITNESS HEREOF, the parties have signed this **AGREEMENT** to be effective as of October 1, 2023 2026.

APPROVED BY THE CITY OF EDGEWOOD

John Dowless
Mayor

Date

Dean DeSchryver
Chief of Police

Date

Drew Smith
Attorney

Date

APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

George J. Corwine
Chief Negotiator
Florida Police Benevolent Association

Date

Edgewood Police Department Pay Scale - Appendix A

Completed Years in Rank as of October 1st, 2026 - Base Officer \$57,500										
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Officer	\$58,937.50	\$60,410.94	\$61,921.21	\$63,469.24	\$65,055.97	\$66,682.37	\$68,349.43	\$70,058.17	\$71,809.62	\$73,604.86
Position	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
Officer	\$75,444.98	\$77,331.11	\$79,264.39	\$81,245.99	\$83,277.14	\$85,359.07	\$87,493.05	\$89,680.38	\$91,922.39	\$94,220.45
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Sergeant	\$78,000.00	\$79,950.00	\$81,948.75	\$83,997.47	\$86,097.41	\$88,249.84	\$90,456.09	\$92,717.49	\$95,035.43	\$97,411.31

Completed Years in Rank as of October 1st, 2027 - Base Officer \$59,081										
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Officer	\$60,558.03	\$62,071.98	\$63,623.78	\$65,214.37	\$66,844.73	\$68,515.85	\$70,228.74	\$71,984.46	\$73,784.07	\$75,628.67
Position	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
Officer	\$77,519.39	\$79,457.38	\$81,443.81	\$83,479.91	\$85,566.90	\$87,706.08	\$89,898.73	\$92,146.20	\$94,449.85	\$96,811.10
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Sergeant	\$80,145.00	\$82,148.63	\$84,202.34	\$86,307.40	\$88,465.08	\$90,676.71	\$92,943.63	\$95,267.22	\$97,648.90	\$100,090.12

Completed Years in Rank as of October 1st, 2028 - Base Officer \$60,706										
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Officer	\$62,223.65	\$63,779.24	\$65,373.72	\$67,008.07	\$68,683.27	\$70,400.35	\$72,160.36	\$73,964.37	\$75,813.48	\$77,708.81
Position	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20
Officer	\$79,651.53	\$81,642.82	\$83,683.89	\$85,775.99	\$87,920.39	\$90,118.40	\$92,371.36	\$94,680.64	\$97,047.66	\$99,473.85
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Sergeant	\$82,348.99	\$84,407.71	\$86,517.90	\$88,680.85	\$90,897.87	\$93,170.32	\$95,499.58	\$97,887.07	\$100,334.24	\$102,842.60

1
2
3 **ORDINANCE 2026-08**
4

5 **AN ORDINANCE OF THE CITY OF EDGEWOOD,**
6 **FLORIDA, ENACTING AND APPROVING OF THE**
7 **COLLECTIVE BARGAINING AGREEMENT**
8 **BETWEEN THE CITY OF EDGEWOOD AND THE**
9 **WEST CENTRAL FLORIDA POLICE BENEVOLENT**
10 **ASSOCIATION FOR THE TERM OCTOBER 1, 2026,**
11 **TO SEPTEMBER 30, 2029; PROVIDING FOR**
12 **CONFLICTS, SEVERABILITY, AND AN EFFECTIVE**
13 **DATE.**
14

15 **WHEREAS**, pursuant to Chapter 447, Florida Statutes, negotiating teams of both
16 the City and the West Central Florida Police Benevolent Association successfully
17 negotiated an agreement to be entered into between the City and the West Central Florida
18 Police Benevolent Association; and
19

20 **WHEREAS**, Section 3.14.F of the City's Charter requires that negotiated union
21 contracts shall be enacted by ordinance; and
22

23 **WHEREAS**, the West Central Florida Police Benevolent Association is a union;
24 and
25

26 **WHEREAS**, the agreement between the City and the West Central Florida Police
27 Benevolent Association is in the best interest of the police officers and the health, safety,
28 and welfare of the citizens and businesses of Edgewood; and
29

30 **NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY**
31 **OF EDGEWOOD, FLORIDA AS FOLLOWS:**
32

33 **SECTION 1: Enactment of Collective Bargaining Agreement.** The collective
34 bargaining agreement between the City of Edgewood and the West Central Florida Police
35 Benevolent Association, a copy of which is attached hereto and incorporated herein by
36 reference, is hereby ratified and confirmed for the term of October 1, 2026, to September
37 30, 2029.
38

39 **SECTION 2. Conflicts.** All ordinances or parts of ordinances in conflict herewith
40 be and the same are hereby repealed.
41

42 **SECTION 3. Severability.** If any Section or portion of a section of this Ordinance
43 proves to be invalid, unlawful or unconstitutional, it shall not be held to invalidate or impair
44 the validity, force, or effect of any other Section, subsection or portion of a Section of this
45 Ordinance.
46

SECTION 4. Effective Date. This Ordinance shall become effective immediately after its passage and adoption..

FIRST READING this _____ day of _____, 2026.

SECOND READING and adoption this _____ day of _____, 2026.

Richard A. Horn, Council President

ATTEST:

Sandy Riffle
City Clerk

PUBLIC HEARINGS (ORDINANCES – SECOND READINGS & RELATED ACTION)

UNFINISHED BUSINESS

NEW BUSINESS

Tentative Millage

FY 2026/2027



TO: Mayor Dowless, Council President Horn, and
Council Members Lomas, McElroy, Santurri, and Steele

FROM: Sandra Riffle, City Clerk

DATE: July 17, 2026

RE: Set tentative millage rate and set public hearing date for final millage and
proposed FY 2026/2027 budget

I am in receipt of Orange County's preliminary tax roll for real and personal property for the City of Edgewood. The City must complete and return to the Orange County Property Appraiser the DR-420 and DR-420MMP, on or before noon on August 4, 2025.

For this reason, the Council must set the tentative millage rate and set the public hearings for the proposed millage and the final millage rate and budget.

Orange County's Preliminary Tax Roll Comparison (2025 vs. 2026)

Property Type	FY 2025/2026	FY 2026/2027	Change (\$)
Real Property	\$555,773,423	\$595,796,924	+\$40,023,501
Personal Tangible Property	\$38,566,837	\$44,506,320	+\$5,939,483
TOTAL	\$594,340,260	\$640,303,244	+\$45,962,984

Projected Revenue Scenarios (FY 2026-2027)

The following chart outlines the City's projected ad valorem revenue generation options based on different potential millage rates, calculated utilizing the mandatory 95% statutory collection adjustment layer:

Revenue Category	5.20 Mills	5.25 Mills Current Rate	5.30 Mills
Ad Valorem (Real Property)	\$2,943,237.00	\$2,971,537.00	\$2,999,838.00
Personal Tangible Property	\$219,861.00	\$221,975.00	\$224,089.00
Total Projected Revenue	\$3,163,098.00	\$3,193,512.00	\$3,223,927.00

Sample Calculation Baseline (Real Property at Current Rate):

$$\text{Current Year Gross Taxable Real Value } (\$595,796,924) \times 0.95 \times \left(\frac{5.25}{1,000} \right) = \$2,971,537.16$$

RECOMMENDATION: Approve a tentative millage rate of 5.25 mills. Please note that this is strictly a *tentative* ceiling rate. Under Florida TRIM rules, this rate can be adjusted downward during the first formal public hearing scheduled for **Tuesday, September 15, 2026**, but it cannot legally be adjusted upward after submission to the property appraiser.

Recommended Form of the Motion

"I move to set the City's tentative operating millage rate at _____ mills, and direct the City Clerk to complete forms DR-420 and DR-420MM-P for formal submission to the Orange County Property Appraiser on or before noon on August 4, 2026."

GENERAL INFORMATION

CITIZEN COMMENTS

BOARDS AND COMMITTEES

STAFF REPORTS

City Attorney Smith

Police Chief DeSchryver

**Edgewood Police Department
City Council Report
June 2026**

	May	June
Assault/Battery	0	0
Auto Burglaries	1	3
Code Compliance Reports	6	27
Commercial Burglaries	0	0
DUI Arrests	1	0
Felony Arrests	4	0
Homicides	0	0
Misdemeanor Arrests	0	1
Residential Burglaries	0	0
Robbery	0	0
Sexual Battery	0	0
Theft	3	1
Traffic Accident	12	13
Traffic Arrests	1	1
Traffic Citations	145	129
Traffic Warnings	141	114
Warrant Arrests	1	1

Department Highlights:

- Evidence inventory completed
- New patches are being sewn onto uniforms
- New vehicle with new decals and patch put in service
- New hire-Brian Hoffman started June 29
- Decorated PD for July 4
- Corporal LaFan - 2025 CFA Accreditation Manager of the Year

City Clerk Riffle

Code Compliance Officer Zane

MAYOR & CITY COUNCIL REPORTS

Mayor Dowless

Council Member Lomas

Council Member McElroy

Council Member Santurri

Council Member Steele

Council President Horn

ADJOURN