



CITY COUNCIL MEETING

City Hall – Council Chamber
405 Bagshaw Way, Edgewood, Florida
Tuesday, August 15, 2023 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. PRESENTATION OF PROCLAMATION

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.](#) July 17, 2023 City Council Draft Meeting Minutes

E. ORDINANCES (FIRST READING)

[1.](#) Ordinance 2023-09: CBA Adoption

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

G. UNFINISHED BUSINESS

H. NEW BUSINESS

1. Discussion of Impervious Surface Ratio Requirements
2. Discussion of Mecato's Outdoor Light Replacement

I. GENERAL INFORMATION

J. CITIZEN COMMENTS

K. BOARDS & COMMITTEES

L. STAFF REPORTS

City Attorney Smith

Police Chief DeSchryver

[1.](#) Chief's Report - July 2023

City Clerk Riffle

M. MAYOR AND CITY COUNCIL REPORTS

Mayor Dowless

Council Member Chotas

Council Member Pierce

Council Member Rader

Council Member Lomas

Council President Horn

N. ADJOURNMENT

UPCOMING MEETINGS

Wednesday, September 6, 2023, at 6:30 pm.....First Budget Hearing

Monday, September 11, 2023, at 6:30 pm.....Planning and Zoning Meeting

Tuesday, September 19, 2023, at 6:30 pm...Final Budget Hearing/Council Meeting

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**.



CITY COUNCIL MEETING
City Hall – Council Chamber
405 Bagshaw Way, Edgewood, Florida
Tuesday, July 18, 2023 at 6:30 PM

DRAFT MINUTES

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

Council President Horn called the meeting to order at 6:33 pm.

B. ROLL CALL & DETERMINATION OF QUORUM

City Clerk Riffle confirmed that there was a quorum with four Councilmembers and Mayor Dowless in attendance.

Councilmember Rader was not in town and requested to be excused.

Council President Horn made a motion to excuse Rader's absence. The motion was seconded by Councilmember Pierce. Motion approved by voice vote (5/0).

PRESENT

Councilmember Ben Pierce
Councilmember Lee Chotas
Council President Richard Horn
Councilmember Susan Lomas

ABSENT

Councilmember Chris Rader

STAFF

City Clerk Sandra Riffle
Police Chief Dean DeSchryver
Chief of Staff Shannon Patterson
City Attorney Drew Smith
City Planner Ellen Hardgrove
City Engineer Allen Lane

APPLICANTS

Paul Watterson, Boise Cascade, Inc.

C. PRESENTATIONS & PROCLAMATIONS

None

D. CONSENT AGENDA

1. June 20, 2023 City Council Meeting Draft Minutes

- Mayor Dowless requested a change to his report noting that the Tri-County League of Cities meeting would be in September.

- Councilmember Chotas requested a correction to his motion for the Boise Cascade variance requests., “to table discussions until the applicant can return with an answer on whether any variance for parking would terminate upon the sale of the property.”

Councilmember Lee Chotas made a motion to approve the June 20, 2023 meeting with corrections. The motion was seconded by Councilmember Lomas. Motion approved by voice vote (4/0).

E. ORDINANCES (FIRST READING)

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

1. Ordinance 2023-08 County to City R-1A Rezoning

Attorney Smith read Ordinance 2023-08 in title only.

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, REZONING AND CHANGING THE OFFICIAL ZONING MAP CLASSIFICATION OF PROPERTIES GENERALLY LOCATED ON THE NORTH SIDE OF GATLIN AVENUE, ALONG OAK COVE LANE THAT WERE PREVIOUSLY ANNEXED INTO THE CITY OF EDGEWOOD BUT WHICH HAVE NOT YET BEEN ASSIGNED A CITY OF EDGEWOOD ZONING DISTRICT DESIGNATION; REPLACING THE ORANGE COUNTY ZONING DESIGNATION FOR SUCH PROPERTIES WITH THE MOST CONSISTENT EXISTING CITY OF EDGEWOOD ZONING DESIGNATION; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

Planner Hardgrove said there have been no changes since the first reading.

Attorney Smith explained that Edgewood's Code closely modeled Orange County's and there was no need to rezone. There are now more distinctions.

There was no public comment.

Council President Horn made a motion to approve Ordinance 2023-08. The motion was seconded by Councilmember Lomas. Motion approved by roll call vote (4/0).

Councilmember Lomas	Favor
Councilmember Chotas	Favor
Councilmember Pierce	Favor
Council President Horn	Favor
Councilmember Rader	Absent

2. Ordinance 2023-07 Projected Signs

Attorney Smith read the ordinance in title only.

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, 4 RELATING TO SIGNS; AMENDING CHAPTER 122 OF THE CITY OF 5 EDGEWOOD CODE OF ORDINANCES RELATING TO PROHIBITED

6 SIGNS; MODIFYING THE LIST OF PROHIBITED SIGNS; PROVIDING 7 FOR SEVERABILITY; PROVIDING FOR CODIFICATION, CONFLICTS, 8 AND EFFECTIVE DATE.

There was no discussion. or public comment.

Council President Horn made a motion to approve Ordinance 2023-07. The motion was seconded by Councilmember Lomas. Motion approved by roll call vote (4/0).

Councilmember Pierce	Favor
Councilmember Chotas	Favor
Councilmember Lomas	Favor
Council President Horn	Favor
Councilmember Rader	Absent

3. Ordinance 2023-09 County to City R-1AA Rezoning

Attorney Smith read Ordinance 2023-09 in title only.

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, REZONING AND CHANGING THE OFFICIAL ZONING MAP CLASSIFICATION OF PROPERTIES CURRENTLY ZONED COUNTY R1AA WHICH WERE PREVIOUSLY ANNEXED INTO THE CITY OF EDGEWOOD BUT WHICH HAVE NOT YET BEEN ASSIGNED A CITY OF EDGEWOOD ZONING DISTRICT DESIGNATION; REPLACING THE ORANGE COUNTY ZONING DESIGNATION FOR SUCH PROPERTIES WITH THE MOST CONSISTENT EXISTING CITY OF EDGEWOOD ZONING DESIGNATION; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

There was no discussion and no public comment.

Councilmember Pierce made a motion to approve Ordinance 2023-09. The motion was seconded by Councilmember Chotas. Motion approved by roll call vote (4/0).

Councilmember Lomas	Favor
Councilmember Pierce	Favor
Councilmember Chotas	Favor
Council President Horn	Favor
Councilmember Rader	Absent

G. UNFINISHED BUSINESS

H. NEW BUSINESS

Set tentative millage rate and set a public hearing date for final millage and proposed Fiscal Year 2023/2024 budget.

City Clerk Riffle explained that the City Council must set a tentative millage rate and set the public hearings for the proposed and final millage rate and budget. She noted that the tentative millage can be lowered, but it cannot be raised. The first budget workshop showed that a rate of 5.5 mills would avoid a deficit with the present proposed spending.

A motion was made by Councilmember Chotas to set the City's millage rate at 5.35%. The motion failed for lack of a second.

A motion was made by Councilmember Pierce: I move to set the City's tentative millage rate at 5.45% and direct the City Clerk to complete the DR420 and DR420MMP forms to provide to Orange County Property Appraiser, on or before noon on July 31, 2023.

The motion was seconded by Councilmember Lomas. Motion approved by roll call vote (3/1).

Councilmember Pierce	Favor
Councilmember Chotas	Oppose
Councilmember Lomas	Favor
Council President Horn	Favor
Councilmember Rader	Absent

I. GENERAL INFORMATION

J. CITIZEN COMMENTS

K. BOARDS & COMMITTEES

- **Variances 2023-02 & 2023-03: Boise Parking & Landscaping**

(Note: This business was heard after the Consent Agenda.)

This discussion is a continuation of the June 20, 2023 meeting when Council tabled further discussions until the applicant could return with an answer on whether Boise will agree that any variance for parking would terminate on the sale of the property.

Mr. Paul Watterson, Branch Manager of Boise Cascade said that Boise Cascade thought that it was a reasonable request to set a time limit on the variance to coincide with the sale of the property.

Public Comment:

Paul Goddard, an Edgewood resident, said Boise is in the wrong place. He wanted to know if there are hours of operation as he hears the beeping of trucks as early as 4:30 am and their saws on Saturdays.

In response to Councilmember Chotas regarding hours of operation and the site plan, Planner Hardgrove said there are no restrictions on hours. Boise Cascade is proposing to remove three buildings and put up one new one. The new building will be on the existing pervious area.

Planner Hardgrove noted that if a new company were to come in requiring a special exception, then Council could set hours of operation.

Mr. Watterson explained that trucks are loaded in the afternoons and the beeping is from trucks backing up. Council President Horn said OSHA regulates the beeping.

Councilmember Rader stated that he opposes the variance as he does not believe that criteria #2, that special conditions and circumstances do not result from the actions of the applicant, is met as the expansion is their choice. He thinks they should meet Code or go above and beyond to be courteous to the neighbors.

Discussion ensued regarding the use and location of the new building. Mr. Watterson said more storage on the north end of the property would be indoors. While some storage would remain outside, much of it would come inside.

Mr. Watterson confirmed to Council President Horn that they do not mill or cut and only operate on weekends if they are behind, such as from a storm. Council President Horn requested that they try and minimize noise for the sake of the neighboring residents. Mr. Watterson said they try to be good neighbors. They do not want to lengthen the day or work on weekends as it requires overtime pay.

Mayor Dowless noted that the expansion moves more storage indoors. Boise has been responsive when the City has asked them for anything.

Planner Hardgrove said they have to maintain the 7-foot wall plus evergreen trees adjacent to residential. They are still under Orange County Zoning requirement and the County would not require any trees in that location. They will also add landscaping in the screened area as the parking lot is on the property line.

Councilmember Chotas said that in view of the long period of time, this property has been C-3, he does not think that it is appropriate to deny the parking variance because they volunteer to have the variance go away with the sale of the property. He is glad they are willing to be good neighbors to the residents and will try and minimize noise. He supports P&Z’s recommendation to grant approval with the caveat that the parking variance goes away when Boise sells the property.

Councilmember Chotas made a motion to approve Variance 2023-02 (the parking variance) to allow a maximum increase of 17,060 square feet of building onsite without increasing the number of parking spaces exception for one additional ADA-compliant space, with the proviso that the City accept the proffer of the property owner that the parking variance goes away upon sale of the property, and the conditions of Planning and Zoning. The motion was seconded by Councilmember Pierce. Motion approved by roll call vote (4/0).

Councilmember Chotas	Favor
Councilmember Lomas	Favor
Councilmember Pierce	Favor
Council President Horn	Favor
Councilmember Rader	Favor

In response to Councilmember Pierce, Attorney Smith said this agreement can be recorded. Council’s decision legally attaches the restriction to the site plan.

Councilmember Chotas made a motion to approve Variance 2023-03 (landscaping) to allow the addition of more than 5,000 square feet of building with the landscaping, open space, and parking/vehicular circulation as shown on the submitted site plan dated received April 24, 2023 with the following conditions imposed by the Planning and Zoning Board:

- A. The maximum additional building square footage on the property shall be 17,059.46 (26,400 square feet new construction less the demolition of 9,340.54 square feet), and 11,000 square feet of non-enclosed lean-to square footage.**
- B. Modify the plan to show additional landscaping as following**
- 1. Along and adjacent to the building side fronting Holden Avenue:**
 - a. Provide additional plants to provide a continuous hedge along the building frontage (excluding the western part of the building frontage where covered parking exists), with the new plants being at least 24 inches high at planting and being of a species capable of growing to at least 36 inches in height within 18 months. Maintain the existing and new hedges at a height of not less than 36 inches.**
 - b. Add 4 evergreen shade trees along the building frontage, e.g., between the existing palm groupings. Each evergreen shade tree shall be of a species with a mature height of 30'-40' and a minimum caliper of 4" and a minimum of 16 feet in height at planting.**
 - c. Maintain the existing palms.**
 - 2. Along the Holden Avenue frontage, east of the easternmost driveway:**
 - a. Plant multi-stemmed evergreen understory trees at a minimum rate of 1 understory tree/25 feet, with each tree planted on center, with a minimum of three (3) stems, each stem a minimum 1.5-inch caliper and 4 feet spread. The existing cluster of palms in this location can substitute for one required understory tree.**
 - b. Plant a continuous hedge of plants at least 30 inches high at planting, planted 30 inches on center, of a species capable of growing to at least 3 feet in height within 6 months, and maintained at a height of not less than 36 inches.**
 - 3. Along the east property line, south of the building to the buffer along Holden**
 - a. Plant evergreen shade trees at a rate of 1 tree/35 feet, setback from the east property line at a distance that the chosen species at maturity will not interfere with railroad operations. Groupings of evergreen multi-stemmed understory trees can substitute for these shade trees at a minimum rate of 1 grouping (3 understory trees)/20 feet, with each grouping evenly spaced and with each tree a minimum of three (3) stems, each stem a minimum 1.5-inch caliper and 4 feet spread.**
 - b. Plant a continuous hedge of shrubs at least 30 inches high at planting, 30 inches on center, of a species capable of growing to at least 3 feet in height within 18 months and maintained at a height of not less than 36 inches.**
 - 4. Along the west property line**
 - a. Maintain the 7 feet high wall along the perimeter of the property adjacent to the church and homes along Forrestal Avenue.**
 - b. Adjacent to the homes fronting Forrestal Avenue, on the west side of the existing stormwater pond, provide evergreen shade trees instead of cypress trees at a rate of 1 tree/35 feet on center, with each tree a minimum of 4-inch caliper and capable of a**

canopy 30 to 40 feet wide at maturity. Mature height to be attainable within three years. The intent is to provide a dense visual screening from 7 feet to at least 30 feet in height;

5. Along the north property line provide at least one evergreen (1) shade tree or groupings (three trees) of evergreen multi-stemmed understory trees every fifty (50) feet within the 15 feet building setback along the north property line. Each shade tree shall be a minimum of ten (10) feet tall, with a minimum caliper of three (3) inches as measured twelve (12) inches above the root ball. Each understory tree shall have a minimum of three (3) stems, each stem a minimum 1.5-inch caliper and 4 feet spread.

C. Maintenance of a solid, minimum 6 feet-high fence.

D. All onsite landscaping shall be irrigated.

E. A minimum of 15% open space on the property shall be maintained.

F. Outdoor storage or materials and equipment shall be setback a minimum of 15 feet from the property lines of current tax parcel 11-23-29-0000-00-025; i.e., Fellowship Baptist Church of Orlando Inc.

G. No materials, equipment or other goods stored outdoors shall exceed 24 feet in height within 100 feet of the adjacent residential zoned property fronting Forestal Avenue.

H. Two ADA-compliant parking spaces shall be provided onsite. If additional parking is provided onsite, ADA-compliant parking spaces shall be provided at a rate of at least 1/25 new parking spaces.

Mr. Watterson commented on condition “F”. He said they do not store over the height of the wall. He would prefer “F” not to be in motion, but he would accept it.

The motion was seconded by Councilmember Pierce. Motion approved by roll call vote (4/0).

Councilmember Pierce	Favor
Councilmember Chotas	Favor
Councilmember Lomas	Favor
Council President Horn	Favor
Councilmember Rader	Absent

L. STAFF REPORTS

City Attorney Smith

Attorney Smith said the City is with the bargaining unit for the Police Department. Aside from money, everything has gone smoothly. During the next meeting, the City will work with the CBA to clean up the parts of the contract that need to be update and talk more about money.

Police Chief DeSchryver

- A Speed study was conducted on Gatlin Avenue. It was confirmed that speeds were faster near the complaint area. The first study showed 90-95% compliance and the second showed 85%. 300 cars were going 4 miles per hour. Chief DeSchryver said 54, 875 vehicles passed through the test area in a week.

A resident on Gatlin Avenue asked for speed bumps; Chief DeSchryver suggested chokers that narrow the road, similar to what is installed on Delaney Avenue.

Attorney Smith confirmed that Gatlin Avenue is the County's responsibility, and they would have to give the City permission to install anything on the road.

- He said that two of the new officers are completing their training. One more will finish in August. Officer Zane withdrew his resignation, and the Police Department is fully staffed. Mayor Dowless suggests a letter to realtors of warning.

City Clerk Riffle

City Clerk Riffle drove on the west side and Harbour Island Road to look at trees. The tree company will begin elevating them soon.

M. MAYOR AND CITY COUNCIL REPORTS

Mayor Dowless

- News 13 ran two stories about protecting the sandhill cranes in the City and about speeding on Gatlin Avenue. The stories were not negative.
- He has a meeting with the Tri-County League of Cities Board this week.
- He gave kudos to Staff as they have assisted the Waterfront restaurant to get through issues with the parking lot and landscaping. They need to switch to sewer and make some needed updates.
- He is looking at insurance rates to see if there are ways to cut high costs.
- He spoke about getting a resolution for the banners along Orange and Hansel Avenue. He said the corporate entity would have to be represented in small claims court which would cost more than the banners. Attorney Smith can continue to send letters.
- He discussed possible digital filing cabinets and City Clerk Riffle said that the City would benefit as they have begun digitizing files and the paper permanent records are at risk from disasters. She explained that the Police Department will have access to the system and can keep records confidential. The system will help the City stay in compliance. Chief DeSchryver said his department is working on purging records and said that each kind of record has its own retention date. Mayor asked about internal affairs records and Attorney Smith said that his recommendation is to purge records upon their disposition dates. He said there can be multiple layers of costs by keeping records past their retention date.

Council Member Chotas – no report

Council Member Pierce – no report

Council Member Rader - absent

Council Member Lomas

- She said City Clerk Riffle sent another email to Orange County about the indentation on Holden Avenue and is waiting for a response.

Council President Horn said that Orange County is making improvements along Holden Avenue at Forrestal Avenue.

- There are at least four vehicles with expired tags or without tags at the automotive business at Holden and Orange Avenues. City Attorney Smith said they have already been to Code Enforcement, and this will be a repeat violation with fines.

Council President Horn

- Council President Horn noted that there are new power poles at Camelot on the Lake. They appear to be plumb, but they left the old pole standing. Mayor Dowless requested photos to be sent to Duke Energy.

N. ADJOURNMENT

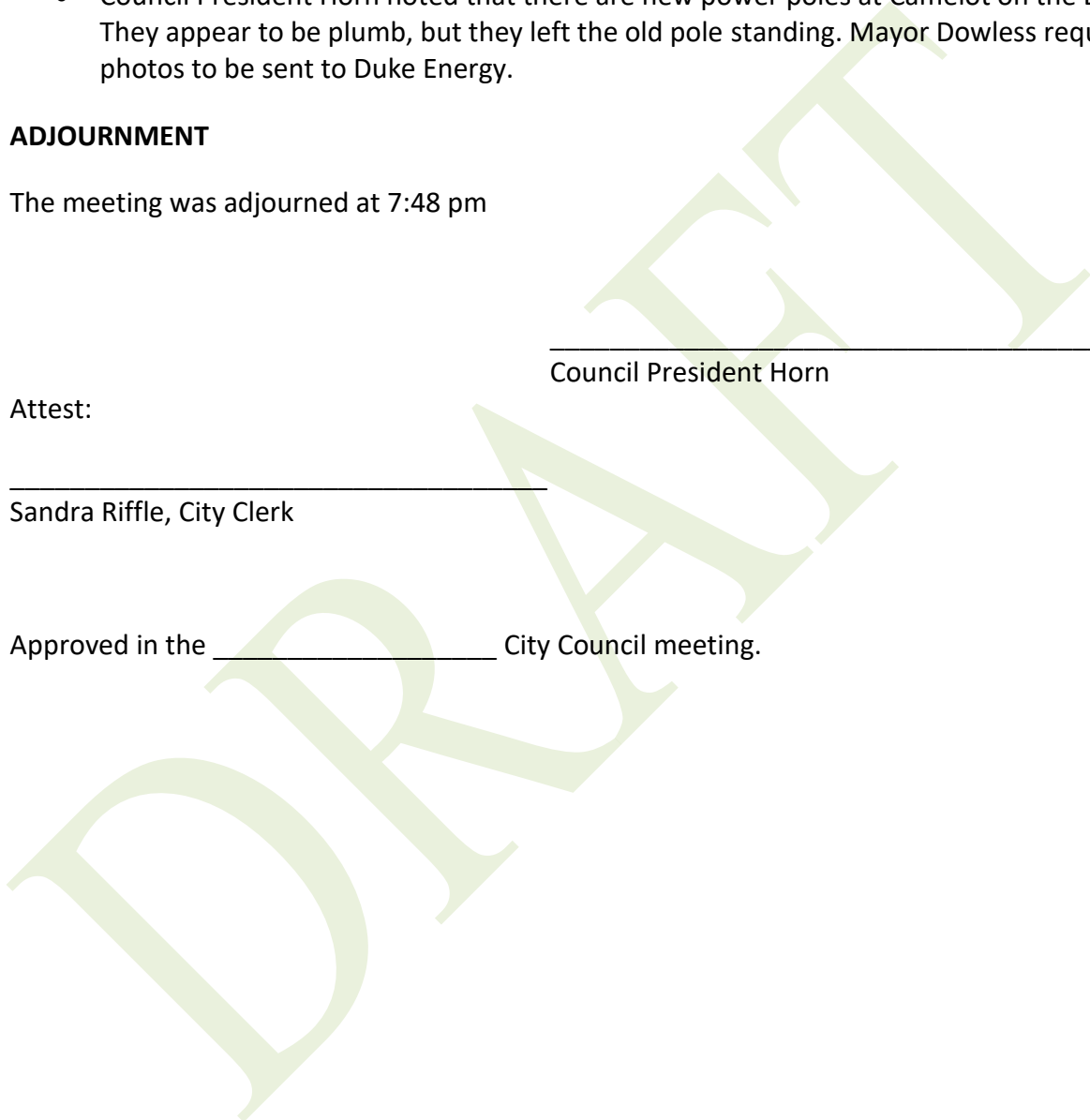
The meeting was adjourned at 7:48 pm

Council President Horn

Attest:

Sandra Riffle, City Clerk

Approved in the _____ City Council meeting.



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ORDINANCE 2023 09

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, ENACTING AND APPROVING OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF EDGEWOOD AND THE WEST CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION FOR THE TERM OCTOBER 1, 2023, TO SEPTEMBER 30, 2026; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, Section 3.14.F of the City’s Charter requires that negotiated union contracts shall be enacted by ordinance; and

WHEREAS, the West Central Florida Police Benevolent Association is a union; and

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

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

SECTION 1: Enactment of Collective Bargaining Agreement. The collective bargaining agreement between the City of Edgewood and the West Central Florida Police Benevolent Association, a copy of which is attached hereto and incorporated herein by reference, is hereby ratified and confirmed for the term of October 1, 2023, to September 30, 2026.

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

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

PBA/City of Edgewood
UNION Proposal - Article # Preamble
DATE: July 11th, 2023
Page 1 of 1

PREAMBLE

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This Agreement is entered into, by and between the City of Edgewood, and hereinafter referred to as the "City" or "Employer" and the ~~Central~~ ^{West Central} West 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.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

7/11/2023

Date

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator

July 11, 2023

Date


PBA/City of Edgewood
UNION Proposal - Article #1
DATE: July 11th, 2023
Page 1 of 1

**ARTICLE 1
RECOGNITION**

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1.1 Recognition of the ~~Central~~ ^{Central} West 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-87-010~~ RC-90-052, Certification Number 929, recognizing the ~~Central~~ ^{Central} West 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.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

7/11/2023

Date

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator

July 11, 2023

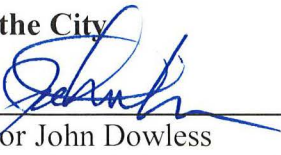
Date

ARTICLE 2
NON-DISCRIMINATION

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- 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.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

Date

7/11/2023

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator

Date

July 11, 2023


**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

For the City



Mayor John Dowless
City's Chief Labor Negotiator

7/11/2023

Date

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator

July 11, 2023

Date

28 performed by employees covered by this Agreement; to use managerial, supervisory or
29 other non-unit employees or part-time/reserve/volunteer personnel to perform work
30 performed by employees of the unit; to determine the assignment of work; to schedule the
31 hours and days to be worked by employees; to permanently or temporarily discontinue, or
32 to sell, convey, transfer or assign all or any part of its facilities, functions, services or other
33 operations; to open new facilities; to transfer or assign employees to new facilities; to make
34 studies of workloads, job assignments, method of operation and efficiency from time to
35 time and to make changes based on said studies; to expand, reduce, alter, combine, transfer,
36 assign, cease or create any job, job classification, department or operation; to institute,
37 modify or terminate any bonus or work incentive plan excluding longevity pay or
38 educational incentive; to control and regulate or discontinue the use of supplies, machinery,
39 equipment, vehicles and other property owned, used, possessed or leased by it; to make or
40 change rules, policies and practices not in conflict with the provisions of this Agreement;
41 to introduce new, different or improved methods, means, processes, maintenance, service
42 and operations; and otherwise generally to manage the Police Department, and direct the
43 work force.

44
45 3.2 In addition to, or in further explanation of those rights of the City of Edgewood set forth
46 above, in its charter, code, ordinances, resolutions, and in State Statutes, the parties
47 specifically acknowledge that the City shall, except as otherwise set forth in this agreement:

- 48
- 49 A. Have the unilateral authority to hire, and establish and change the procedures for
- 50 hiring;
- 51
- 52 B. Discipline employees for just cause;
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- 54 C. Have the unilateral authority to determine what work will be performed, when it
- 55 will be performed, and by whom it will be performed within the Bargaining Unit;
- 56
- 57 D. Have the unilateral authority to determine whether work will be subcontracted to a
- 58 private entity or transferred to another governmental entity;

For the City


Mayor John Dowless
City's Chief Labor Negotiator

7/11/2023

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For PBA


G. J. Corwine
PBA's Chief Labor Negotiator

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- 59
60 A. Have the unilateral authority to require employees to submit to alcohol or drug
61 screening, as part of an otherwise regularly required physical examination, or based
62 upon reasonable suspicion of alcohol/drug use;
63
64 B. Have the unilateral authority to establish and change work schedules, to transfer
65 employees, to lay off employees, and to temporarily or permanently reduce the
66 work force.
67
68 3.3 If the Mayor determines, in his sole discretion, that civil emergency conditions exist,
69 including but not limited to riots, civil disorders, hurricane conditions or other emergency
70 conditions, the provisions of this Agreement may be suspended by the Employer for the
71 duration of the declared emergency; provided, however, that wage rates and monetary
72 fringe benefits shall not be suspended, and all grievances shall be preserved.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

7/11/2023

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For PBA



G. J. Corwine
PBA's Chief Labor Negotiator

July 11, 2023

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ARTICLE 4

EMPLOYEE DISCIPLINARY PROCEDURES


4.1 A copy of the department ~~Standard Operating Procedures~~ 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. ~~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, if feasible 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.~~

4.2 ~~As used in this agreement the term probable cause shall mean: a reasonable ground to suspect that a unit member has committed a particular violation or offense.~~

4.3 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.

4.4 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

For the City



Mayor John Dowless
City's Chief Labor Negotiator

Date 8/7/2023

For PBA



George J. Corwine
PBA's Chief Labor Negotiator


Date Aug 7, 2023

28 ~~grievance~~/arbitration procedure until they have successfully completed the probationary
29 period. Probationary employees who are terminated for non-disciplinary reasons during
30 this period shall have a right to have a Union representative present during any termination
31 meeting, along with an explanation of the reason for the termination. Prior to ~~the~~ any such
32 termination meeting imposing discipline in such cases, the officer shall be relieved of duty
33 and departmental weapons will be surrendered. Termination meetings shall be held prior
34 to 1100 hours on a business day to allow for completion of the check-out process during
35 the same day. Nothing in this article shall be construed as affording probationary
36 employees a property interest in their employment.

37
38 4.5 Whenever an employee is under investigation and subject to interrogation by the Police
39 Department for any reason potentially leading to disciplinary action, demotion, or
40 dismissal, such investigation shall be conducted under the following conditions in addition
41 to the most current version of F.S.S. 112.532 (common name Police Officer Bill of Rights)
42 as enacted by the Florida Legislature:

43
44 A. The interrogation shall be conducted at a reasonable hour; preferably at a time when
45 the employee is on duty, unless the seriousness of the investigation warrants that
46 immediate action is required or agreed upon between the parties. The Edgewood
47 Police Department shall make every effort to complete the investigation within 45
48 days. If the investigation is not completed in 45 days, management shall provide a
49 letter of explanation to the unit member under investigation as to the reason(s) for
50 the delay and the expected time that the investigation will be completed. The City
51 reserves the right under F.S.S. 112.532(6)(a) to toll the investigation.

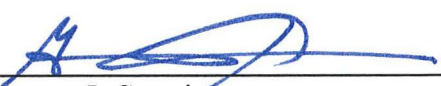
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For the City


Mayor John Dowless
City's Chief Labor Negotiator

8/7/2023

Date

For PBA


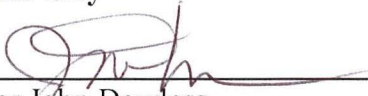
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PBA's Chief Labor Negotiator

Aug 7, 2023

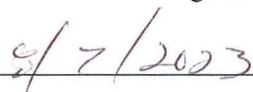
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- 53 B. The interrogation shall take place either at the office of the investigating officer or
- 54 in a City of Edgewood building, which shall be designated by the investigating
- 55 officer or agency.
- 56
- 57 C. The employee under investigation shall be informed of the rank, name, and
- 58 command of the person in charge of the investigation, the interrogating officer, and
- 59 all persons present during the interrogation. All questions directed to the employee
- 60 under interrogation shall be asked by and through one interrogator at any given
- 61 time.
- 62
- 63 D. The employee under investigation shall be informed of the nature of the
- 64 investigation prior to any interrogation, and he shall be informed of the names of
- 65 all known complaining parties prior to giving a statement to the investigator.
- 66
- 67 E. Interrogating sessions shall be for reasonable periods and shall be timed to allow
- 68 for such personal necessities and rest periods as are reasonably necessary.
- 69
- 70 F. The employee under interrogation shall not be subjected to offensive language or
- 71 be threatened with transfer, dismissal, or disciplinary action. The employee can be
- 72 charged with insubordination if they refuse to answer a question. No promise or
- 73 reward shall be made as an inducement to answer any questions.
- 74
- 75 G. The formal interrogation of a bargaining unit member, including all recess periods,
- 76 shall be recorded on audio tape, or otherwise preserved in such a manner as to allow
- 77 a transcript to be prepared, and there shall be no unrecorded questions or statements.
- 78 Upon the request of the interrogated bargaining unit member, a copy of any such

For the City



Mayor John Dowless
City's Chief Labor Negotiator

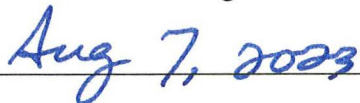


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George J. Corwine
PBA's Chief Labor Negotiator



Date

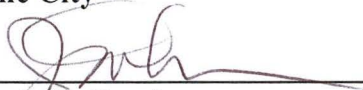
79 recording of the interrogation session must be made available to the interrogated
80 bargaining unit member no later than 72 hours, excluding holidays and weekends,
81 following said interrogation.

82
83 H. If the employee under interrogation is under arrest, or is likely to be placed under
84 arrest as a result of the interrogation, he shall be completely informed of all his
85 rights prior to the commencement of the interrogation.

86
87 I. At the request of any employee under investigation, he shall have the right to be
88 represented by counsel or any other representative of his choice, who shall be
89 present during any interrogation whenever the interrogation relates to potential
90 discipline and/or to the officer's continued fitness for law enforcement service. The
91 employee will answer all questions truthfully and may be granted reasonable
92 periods of private consultation with their chosen representative. For the purpose of
93 initial training, two (2) Union representatives will be permitted to be present during
94 an interrogation.


95
96 J. When such representative or counsel is not immediately available, the interrogation
97 shall not be postponed for more than seventy-two (72) hours, excluding contractual
98 holidays.

99
100 During the interview, counsel or representatives may not advise the employee as to
101 how questions should be answered. The counsel or representative may privately
102 discuss the incident or the interview with the employee during breaks which breaks
103 shall not be unreasonably denied. Moreover, at the end of the interview, the
104 employee and his counsel or representative will be allowed to meet privately for a

For the City


Mayor John Dowless
City's Chief Labor Negotiator

8/7/2023
Date

For PBA


George J. Corwine
PBA's Chief Labor Negotiator

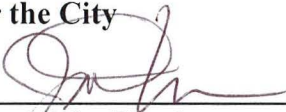
Aug 7, 2023
Date

105 reasonable period. Thereafter, the employee will be allowed to make any final
106 comments regarding the subject of the inquiry. Any such comments will be tape
107 recorded, and if the comments raise additional questions in the mind of the
108 investigator, the investigator may ask follow-up questions. Upon the conclusion of
109 any disciplinary investigation ~~with a finding of no probable cause, to proceed with~~
110 ~~disciplinary action against an employee, or with a finding of probable cause,~~ the
111 employee shall ~~upon request,~~ be provided at no cost with a copy of the disciplinary
112 investigation and disciplinary recommendations at least seventy-two (72) hours
113 prior to the pre-disciplinary hearing (PDH).

114
115 K. No dismissal, demotion, transfer, reassignment, or other personnel action which
116 might result in loss of pay or benefits or which might otherwise be considered a
117 punitive measure shall be taken against any employee unless such employee is
118 notified of the action and the reason or reasons and given a ~~post~~ meaningful pre-
119 disciplinary determination hearing (PDH) prior to the effective date of such action.


120
121 L. No employee shall be discharged, disciplined, demoted; denied promotion,
122 transferred, or reassigned, or otherwise discriminated against in regard to his
123 employment or appointment, or be threatened with any such treatment, by reason
124 of his exercise of the rights granted by this Agreement.

125
126 M. All complaints received by the City which ~~establish probable cause~~ lead to a formal
127 investigation against a unit member shall be given a tracking number and shall
128 include, at the minimum: the name of the person receiving the complaint, the date
129 of the complaint, the nature of the complaint and who the complaint is assigned to
130 for investigation. A complaint filed against an employee and all information

For the City


Mayor John Dowless
City's Chief Labor Negotiator
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George J. Corwine
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131 obtained pursuant to the investigation of the complaint shall be confidential and
132 exempt from the provisions of F.S.S.119.07(1) until the investigation ceases to be
133 active, or until the Chief of Police or his designee provides written notice to the
134 officer who is the subject of the complaint, either personally or by mail, that the
135 Department has either:

- 136
- 137 1. Concluded the investigation with a finding not to proceed with
138 disciplinary action or to file charges; or
 - 139
 - 140 2. Concluded the investigation with a finding to proceed with
141 disciplinary action or to file charges:


142

143 N. The officer who is the subject of the complaint and his legal counsel or
144 representative may review privately the complaint and all statements regardless of
145 form made by the complainant and witnesses immediately prior to the beginning of
146 the investigative interview. ~~If a witness to a complaint is incarcerated in a~~
147 ~~correctional facility and may be under the supervision of, or have contact with, the~~
148 ~~officer under investigation, only the names and written statements of the~~
149 ~~complainant and non-incarcerated witnesses may be reviewed by the officer under~~
150 ~~investigation; immediately prior to the beginning of the investigative interview.~~

151

152 O. ~~A breathalyzer test may be administered to any employee who is suspected of being~~
153 ~~intoxicated while in an on-duty status. If a traffic related offense is committed in an~~
154 ~~on-duty status or involving the operation of a City owned vehicle, an employee may~~
155 ~~be ordered to submit to any test designed to determine intoxication or the presenee~~
156 ~~of alcohol or a controlled substance in the body. Furthermore, an employee may be~~

For the City

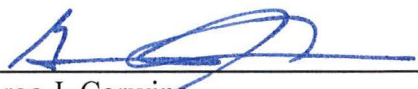


Mayor John Dowless
City's Chief Labor Negotiator

8/7/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

Aug 7, 2023

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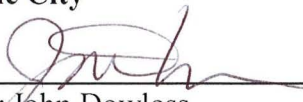
157 ~~subjected to a polygraph examination or voice stress analysis designed to determine~~
158 ~~the truthfulness of his response if any appropriate court determines this to be lawful,~~
159 ~~or upon mutual consent of the parties. Since employees have the right to refuse to~~
160 ~~submit to a polygraph test, no reference will be made in any document/proceeding~~
161 ~~concerning the employee's refusal. Polygraph examination or voice stress analysis~~
162 ~~information shall not be used for disciplinary purposes without corroborating~~
163 ~~evidence. Only relevant questions to the issue under investigation will be asked.~~
164 ~~Reports of such tests and/or examinations will be included in the investigative files.~~

165
166 P. Neither the City nor its appointed officers or employees, nor the Union or unit
167 members will, at any time, make public statements regarding disciplinary
168 proceedings in progress against an employee.

169
170 An employee may be relieved of duty for investigation of alleged violation(s) or
171 may be reassigned, including reassignment to the employee's home, during the
172 pendency of the investigation. If so relieved the employee shall respond to all phone
173 calls and be able to arrive at the police department building within forty five (45)
174 minutes, during business hours (8 a.m. to 5 p.m.), Monday through Friday. The
175 employee shall remain on full salary until such time he is recalled and/or
176 disciplinary action is served.

177
178 Q. An employee under investigation or having pending felony charges or charges of a
179 designated misdemeanor under Section 943.13 may be relieved of duty or may be
180 relieved of police powers and/or be reassigned to reasonable alternative
181 departmental duty during the pendency of the disciplinary process. The relief from
182 duty for pending criminal charges shall be without pay. In the event, the bargaining


For the City



Mayor John Dowless
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Date 8/7/2023

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

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183 unit member is found not guilty, the bargaining unit member shall be awarded back
184 pay to the date of suspension without pay.

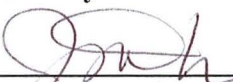
185
186 An employee who is arrested or charged with a felony or designated misdemeanor
187 under Section 943.13, Florida Statutes, who is not terminated, may be reassigned
188 to reasonable alternative departmental duty or be relieved of duty without pay. The
189 employee ~~shall~~ may be required to remain in a relieved without pay status until a
190 final court disposition is rendered. Said employee may use any accrued personal
191 leave or compensatory time during this period provided that any loss of pay or
192 benefits shall be grievable.

193
194 An employee who is convicted of a felony or designated misdemeanor, under
195 Section 943.13, Florida Statutes ~~shall~~ may be terminated and ~~shall~~ may not be
196 entitled to any back pay or benefits for any period of relief of duty pursuant to this
197 section provided that any loss of pay or benefits shall be grievable.

198
199 Any employee relieved of duty pursuant to this section who is convicted or pleads
200 guilty or nolo contendere to a lesser offense, or who otherwise plea bargains his
201 case, and is therefore not convicted, nor has pled guilty or nolo contendere to a
202 felony or designated misdemeanor, under Section 943.13, Florida Statutes, may be
203 fully restored to duty, ~~but may not~~ and may be entitled to ~~any~~ back pay ~~or~~ and
204 benefits for any period of relief of duty pursuant to this section.

205
206 Any employee relieved of duty pursuant to this section who is completely acquitted
207 of all charges (or has all charges dropped) related to the felony or designated
208 misdemeanor under Section 943.13, Florida Statutes, shall be fully restored to duty

For the City



Mayor John Dowless
City's Chief Labor Negotiator

8/7/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

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209 with all back pay and benefits for the period of relief from duty; except for such
210 discipline imposed against the employee in accordance with this Article, which
211 discipline shall be subject to the grievance procedure.

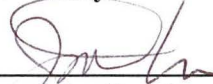
212
213 R. The findings of internal affairs investigations shall be labeled "sustained" (guilty as
214 charged), "unfounded" (not guilty), "not sustained" (without merit) or "exonerated"
215 (act was legal). No other terminology may be used.

216
217 S. ~~Only "Sustained" findings will be inserted in an employee's personnel file. Said~~
218 ~~findings shall be removed after one (1) year from the employee's Personnel File and~~
219 ~~placed in All Internal Investigation Reports will be kept in the employee's Internal~~
220 ~~Affairs disciplinary file which will be retained in accordance with Florida State~~
221 ~~Statutes or as otherwise legally provided by law. Files shall include computer~~
222 ~~records, whether on disks or on hard drives. For the purposes of recommending~~
223 ~~discipline for a sustained violation, the employee's supervisor(s) shall only receive~~
224 ~~a printout of the employee's past sustained un-purged violations. In accordance~~
225 ~~with the retention laws, the Statement of Final Action on the internal investigation~~
226 ~~will be placed in the employee's personnel file once the internal investigation~~
227 ~~record has been purged.~~

228
229 T. An employee may be ~~terminated~~ subject to discipline, up to termination, for
230 refusing to submit to an examination by any device or scientific technique designed
231 to test for intoxication or presence of controlled substance at any time.

232

For the City



Mayor John Dowless
City's Chief Labor Negotiator

8/7/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

Aug 7, 2023

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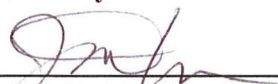
- 233 1. Such examinations shall only be required based upon competent
234 evidence, and/or sworn statements, and/or physical observations
235 establishing reasonable suspicion.
236
237 2. Such examinations may be requested by a Sergeant and if approved
238 by the Chief of Police, may be ordered by a Sergeant or higher.
239
240 3. The initial screening for controlled substances shall be by urinalysis.
241 If this screen reflects positive, such further tests shall only be
242 performed by GCMS or equivalent qualitative and quantitative
243 methods.
244
245 4. The examination shall not be postponed due to the employee's
246 counsel or representative's availability.
247

248 U. The charges "conduct unbecoming an officer," "incompetence," and "carelessness,"
249 must contain the specific details of the charged conduct.
250

251 4.6 A. Violations of Regulations:
252

253 In that Regulations are standards of conduct, members and employees will be held
254 accountable for violations of regulations. Initiation of investigations of alleged
255 violations of policies or regulations will be documented in the form of an Initial
256 Notice of Inquiry (I.N.O.I.), ~~and be based on probable cause.~~
257
258

For the City



Mayor John Dowless
City's Chief Labor Negotiator

8/7/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

Aug 7, 2023

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259 B. Violations of Other Written Directives:

260
261 In that General Orders, Policy and Procedures, Supervisory Directives and Special
262 Orders are work rules, violations of these Directives will be documented in the
263 employee's supervisory notebook, unless investigated pursuant to 4.6(A).

264
265 C. Types of Discipline:


266
267 For one (1) violation, there will be one (1) type of discipline. The types of discipline
268 shall be as follows:

- 269
270 1. Oral Reprimand
271 2. Written Reprimand
272 3. Suspension Without Pay:
273 With the Chief's approval, an employee may forfeit accrued personal
274 leave in lieu of a suspension without pay provided that no indebtedness
275 to the City occurs.
276 4. Demotion
277 5. Termination

278
279 D. Progressive Discipline:

280
281 Discipline will be consistent, appropriate, and progressive for similar or
282 substantially similar violations. An employee's prior discipline history, tenure, and
283 the seriousness of the offense will be important, but not the only, factors considered

For the City




Mayor John Dowless
City's Chief Labor Negotiator

8/7/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

Aug 7, 2023

Date

284 in determining discipline. Nothing herein prevents discipline or discharge with the
285 first occurrence depending on the nature of the offense.

286
287 For the purposes of progressive discipline, the following shall be purged from the
288 employee's record according to the following schedule:

- 289
290 1. Oral Reprimand – One (1) year
291 2. Written Reprimand – Three (3) years
292 3. Suspension Without Pay of Less Than 40 Hours: - Five (5) years
293 4. Suspension Without Pay of More Than 40 Hours: - Six (6) years
294 4. Demotion – Seven (7) years
295 5. Termination – never removed
296

297 An employee's discipline history and any of the following: the nature and
298 seriousness of the offense, and whether the offense was intentional and technical
299 or inadvertent, or was committed maliciously, or was frequently repeated, the
300 relation to employee's duties, position, and responsibilities, the employee's job
301 level and type of employment, including supervisory or fiduciary role, contact
302 with the public, and prominence of the position, the effect of the offense upon
303 grievant's ability to perform at a satisfactory level and its effect upon supervisor's
304 confidence and grievant's ability to perform assigned duties, the notoriety of the
305 offense or its impact upon the reputation of the employer shall be proper cause for
306 the discipline to be enhanced above the progressive discipline for similar or
307 substantially similar violations.
308
309

For the City




Mayor John Dowless
City's Chief Labor Negotiator

Date

8/7/2023

For PBA



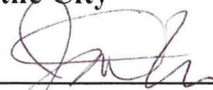
George J. Corwine
PBA's Chief Labor Negotiator

Date

Aug 7, 2023

- 310 E. Recommendations for Discipline:
311
312 Recommendations as to the appropriate discipline will be requested from the
313 employee's chain of command starting with the Sergeant, or the next highest rank.
314
- 315 4.7 The disciplines of oral reprimand, written reprimand, and termination shall be invoked
316 immediately. All other disciplines shall be invoked at the conclusion of the grievance
317 procedure (excluding arbitration).
318
- 319 4.8 Any employee who is summoned before a departmental investigator or internal affairs
320 during his off-duty hours will be compensated at the appropriately established rate for those
321 hours actually utilized in attendance.
322
- 323 4.9 All employees have the right to inspect and make notes of their individual public records
324 during normal administrative office hours, and no public records will be denied for
325 inspection by the Employer.
326
- 327 4.10 Discipline and discharge shall only be grieved through the Grievance Procedure, as
328 outlined in Article 24 and culminating in Article 25 – Arbitration or otherwise provided by
329 law.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

8/7/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

Aug 7, 2023

Date

ARTICLE 5
SAFETY AND HEALTH

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26

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.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

7/11/2023

Date

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator

July 11, 2023

Date

PBA/City of Edgewood
UNION Proposal - Article #5
DATE: July 11th, 2023
Page 2 of 2

27 5.5 Upon request, an employee shall be issued ~~four (4) boxes~~, 200 rounds, in any combination
28 the officer chooses, ~~to include 50 rounds per box~~ for 9mm, .40, 38 and 45 caliber
29 ammunition, or ~~20~~ 100 rounds ~~per box~~ for AR-15 ammunition, or ~~5 rounds (00 buck or~~
30 ~~slugs) per box for shotgun~~, each annual per quarter for firearms practice on an employee's
31 own time.

32
33 5.6 Domestic animals may be transported in a patrol vehicle when the animal control officer
34 is not available and transport is necessary for the health and safety of the animal or the
35 citizenry.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

7/11/2023

Date

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator

July 11, 2023

Date

ARTICLE 6
RESIDENCY REQUIREMENTS

1
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6.1 All bargaining unit members must reside within a thirty-five (35) air-mile radius of City limits from 5565 S. Orange Avenue.

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.

For the City

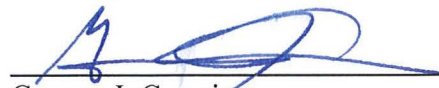


Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

July 31, 2023

Date

ARTICLE 8
SENIORITY, LAYOFF AND RECALL

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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.

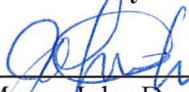
Rank Seniority, for supervisors, shall be determined by the amount of continuous full-time sworn law enforcement service with the Edgewood Police Department in rank. Each rank is independent of the other and upon promotion/demotion, rank seniority shall commence on the effective date of the assigned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

For the City



Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator


July 31, 2023

Date

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- 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.


51 8.5 Employees on layoff status with seniority rights have preference to recall. In the event an
52 employee is to be recalled, the employer shall notify him by registered mail not less than
53 ten (10) days prior to the date he is to report for duty. Failure of an employee to keep the

For the City


Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA


George J. Corwine
PBA's Chief Labor Negotiator


July 31, 2023

Date

54 employer informed of his current address shall relieve the employer of all responsibility
55 with regard to the notification time frame. An employee who fails to report for duty as
56 scheduled on recall from a layoff shall be considered to have voluntarily terminated his
57 employment unless such employee has timely notified the Employer in writing, and is
58 excused in writing from duty by the Police Chief. Employees recalled after layoff shall be
59 reinstated at their last position prior to the layoff if this position is still available and retain
60 their seniority if the layoff does not exceed six months in length.


61
62 8.6 Employees will have a one (1) year initial probationary period that starts on the date of
63 employment. The City may extend the probationary period for a period not to exceed six
64 (6) months. In the event a bargaining unit member is unable to perform full-time law
65 enforcement functions, the time spent out of work shall be added to the probationary time.
66 Probationary employees who have not successfully completed their probationary period
67 may be terminated without recourse to the ~~grievance~~ or arbitration article(s) herein. To
68 successfully complete the probationary period, the employee must complete the Field
69 Training Program, complete six (6) months of solo patrol, and receive three (3) passing
70 monthly evaluations following the completion of the Field Training Program.

71
72 On satisfactory completion of his probationary period, the newly hired employee's seniority
73 dates from his first day of services.

For the City


Mayor John Dowless
City's Chief Labor Negotiator
7/31/2023

Date

For PBA


George J. Corwine
PBA's Chief Labor Negotiator
July 31, 2023

Date

**ARTICLE 9
WAGES**

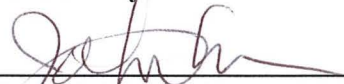
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9.1 For fiscal year 2023-2024, the position of Police Officer shall have a minimum base starting salary of \$20,60 hourly (\$45,000 \$50,000 annually) to a maximum of \$36.63 hourly (\$80,000 \$81,704.34 annually). The position of Police Sergeant (promotion after October 1, 2023) shall have a minimum salary of \$27.47 hourly (\$60,000 \$67,200 annually to a maximum of \$38.92 hourly (\$85,000 \$83,923.59 annually). Members promoted to the rank of Police Sergeant shall have their salary increased in accordance with Section 22.6. A step pay plan is established for the rank of Police Officer and Police Sergeant, as reflected in Appendix A, attached to this Agreement. Effective October 1, 2023, all bargaining unit members holding the rank of Police Officer shall be placed in the step commensurate with their number of complete years of service as of October 1, 2023. During FY 2023-2024, each bargaining unit member shall advance one step on their anniversary date. Effective October 1, 2023, all bargaining unit members holding the rank of Police Sergeant shall be placed in the step commensurate with their number of years of service they are starting in rank as of October 1, 2023. During FY 2023-2024, each bargaining unit member shall advance one step on their anniversary date.

9.2 ~~Effective October 1, 2020, all bargaining unit members shall receive a general wage increase (GWI) of four percent (4%) to their base salary. For fiscal year 2024-2025, all bargaining unit members shall advance one (1) step in the step pay plan on their anniversary date for date of hire as Police Officer or date of promotion for Sergeant, as reflected in Appendix A, attached to this Agreement.~~

9.3 ~~Effective October 1, 2022, all bargaining unit members shall receive a GWI of three percent (3%) to their base salary. Either party to this Agreement may request to reopen this~~


For the City



Mayor John Dowless
City's Chief Labor Negotiator

Date 8/7/2023

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

Date Aug 7, 2023

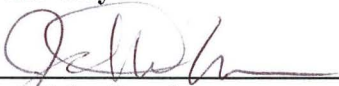
PBA/City of Edgewood
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DATE: August 7th, 2023
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28 subsection by submitting a written request by April 1 prior to the budget year in which the
29 ~~GWI will be applied. For fiscal year 2025-2026, all bargaining unit members shall advance~~
30 one (1) step in the step pay plan on their anniversary date for date of hire as Police Officer
31 or date of promotion for Sergeant, as reflected in Appendix A, attached to this Agreement.
32

33 9.4 Effective October 1, 2022, all bargaining unit members shall receive a GWI of three percent
34 (3%) to their base salary. ~~Either party to this Agreement may request to reopen this~~
35 ~~subsection by submitting a written request by April 1 prior to the budget year in which the~~
36 ~~GWI will be applied.~~


37
38 ~~Should any bargaining unit member’s salary, as a result of the general wage increases~~
39 ~~(GWI) stipulated in the Article, exceed the maximum range set in 9.1, the unit member~~
40 ~~shall be given the difference of the maximum range and the percentage increase as a one-~~
41 ~~time lump sum bonus check effective October 1 of each year of this Agreement. Said~~
42 ~~payment shall be deemed as pensionable income.~~

43
44 The City may pay a newly hired officer with full-time law enforcement experience
45 additional compensation above the minimum base starting salary. At the discretion of the
46 Chief, newly hired officer with full-time law enforcement experience may be credited for
47 up to all of their previous years of experience into the Edgewood PD Step Plan minus two
48 (2) years. For example: The City hires an officer with ten (10) years of previous experience
49 and the City may start the newly hired officer at Step 8 (ten years of experience minus two
50 years).
51

For the City


Mayor John Dowless
City’s Chief Labor Negotiator

Date 8/7/2023

For PBA


George J. Corwine
PBA’s Chief Labor Negotiator

Date Aug 7, 2023

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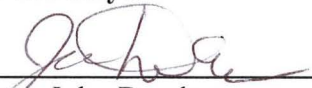
52 9.5 Employees who are required to work in a higher classification, due to a supervisor's
53 absence shall be paid at ten (10) percent more than their hourly rate of pay for each hour
54 worked after an accumulative eighty-four (84) hours of such work.

55
56 9.6 Effective October 1, 2023, an annual longevity payment based on years of total calculated
57 length of continuous law enforcement service shall be paid to current bargaining unit
58 employees. A separate check for the Longevity pay shall be issued annually by the first
59 Thursday of November. The following schedule of payment will be used:

60
61 Longevity Payment Schedule:

63	Years of Service:	Amount:
64	2 to less than 3 years	\$200.00
65	3 years to less than 5 years	\$400.00
66	5 years to less than 7 years	\$800.00
67	7 years to less than 9 years	\$1,000.00
68	9 years to less than 11 years	\$1,200.00
69	11 years to less than 13 years	\$1,400.00
70	13 years to less than 15 years	\$1,600.00
71	15 years to less than 17 years	\$1,800.00
72	17 years to less than 19 years	\$2,000.00
73	19 years to less than 21 years	\$2,200.00
74	21 years to less than 23 years	\$2,400.00
75	23 years to less than 25 years	\$2,600.00
76	More than 25 <u>20</u> years	\$3,000.00 <u>\$3,750.00</u>

77
For the City

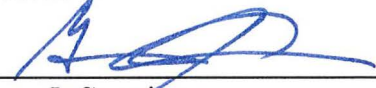


Mayor John Dowless
City's Chief Labor Negotiator

8/7/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

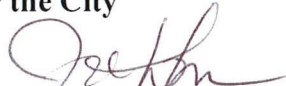
Aug 7, 2023

Date

103 by FDLE. Training incentive monies are also paid to all full-time bargaining unit members
104 who complete Commission-approved training units.

105
106 Commission-approved training units include advanced and career development courses, as
107 well as special programs which have received Commission approval. Educational
108 incentives shall be capped at \$130.00 per member.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

8/7/2023
Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

Aug 7, 2023
Date

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, work load 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 eight (8) hours, ten (10) hours or 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.

For the City




Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

July 31, 2023

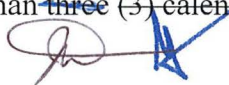
Date

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UNION Proposal - Article #10
DATE: July 31st, 2023
Page 2 of 2

27 10.5 Employees covered by this Agreement shall be considered on duty for those hours actually
28 worked under the supervision of the department and ~~while performing police functions~~
29 ~~during off-duty time by approval of the Chief of Police.~~
30

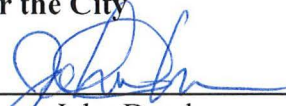
31 10.6 It is understood that daylight savings time change will cause the time clocks to be advanced
32 one (1) hour during the spring of each year. The City agrees that employees working during
33 the actual time period when the clocks are advanced will be paid as time worked for the
34 one (1) hour loss from the standard work shift.
35

36 10.7 Except as provided in this Agreement or in operational emergencies, an employee will not
37 be required to adjust his scheduled hours, shift or days off from those scheduled with less
38 than ~~three (3) calendar days~~ seventy-two (72) hours advance notice.
39



40 10.8 The City agrees to make every reasonable effort to have bargaining unit members'
41 biweekly payroll checks ~~available for pickup and or direct deposited~~ by 1700 hours on the
42 first Wednesday following the close of the payroll period unless the close of the payroll
43 period or the first Wednesday following the close of the payroll period fall on a legal
44 holiday, in which case, the City agrees to make every reasonable effort to have bargaining
45 unit members' bi-weekly payroll checks ~~available for pickup~~ direct deposited by 1700
46 hours on the first Thursday following the close of the payroll period.

For the City

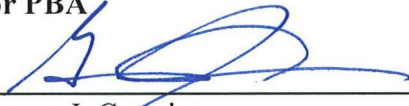


Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

July 31, 2023

Date

**ARTICLE 11
OVERTIME**

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11.1 Employees shall be required to work overtime when ordered overtime shall be scheduled in accordance with departmental ~~Standard Operating Procedures~~ 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.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

7/11/2023

Date

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator

July 11, 2023

Date

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 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.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

July 31, 2023

Date

28
29 14.2 Bargaining unit members may use Personal Leave to be scheduled at their option, subject
30 to prior approval of the Chief of Police or his designee which shall not be unreasonably
31 withheld. Scheduled leave approval or disapproval must be communicated to the employee
32 within three (3) ~~business~~ work days from date of submission.

33
34 14.3 Employees shall continue to accrue Personal Leave while in any authorized paid leave
35 status. Employees on suspension without pay shall not accrue Personal Leave during the
36 period of suspension.

37
38 14.4 The maximum number of Personal Leave hours employees may accrue at any one time is
39 ~~540~~ 860 hours.

40
41 14.5 Employees leaving the employment of the City shall be paid for all accrued, but unused
42 Personal Leave, up to a maximum of ~~280~~ 300 hours, and Comp Time. Such payment shall
43 be at the employee's current rate of pay.

44
45 14.6 If the City proposes to cancel a bargaining unit members' approved scheduled Personal
46 Leave (for annual personal leave purposes) and the member will suffer an economic loss,
47 the City shall reimburse the member and family for any loss for commercial travel, lodging
48 expenses, entertainment expenses to include but not limited to tickets, and other non-
49 refundable, prearranged expense. The member must:

50
51 A. Notify the City at the time of cancellation notification that an economic loss will
52 occur;


53

For the City


Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA


George J. Corwine
PBA's Chief Labor Negotiator


July 31, 2023

Date

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Page 3 of 3

- 54 B. Make all reasonable attempts to recover expenses; and
- 55
- 56 C. Provide the City with documentation of the economic loss.
- 57
- 58 14.7 Personal Leave may not be used in less than one-quarter (1/4) hour increments.
- 59
- 60 14.8 When an employee dies while employed by the Department, his estate shall receive the
- 61 cash equivalent of the value of all Personal Leave/Compensatory Time accrued by the
- 62 employee at the time of death, or disability.
- 63
- 64 14.9 Payment of any accrued Personal Leave time shall be subject to repayment of any
- 65 outstanding indebtedness owed to the City.
- 66
- 67 14.10 An employee shall not lose any Personal Leave accrued if transferred to another position.

For the City




Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

July 31, 2023

Date

ARTICLE 18

INSURANCE

18.1 The City shall provide medical insurance benefits for bargaining unit employees. 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 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 minimum reimbursable benefit of \$2,000.00 on a direct benefits card to all employees bargaining unit members and their covered dependents of the Edgewood Police Department covered by the City provided health insurance. 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

For the City



Mayor John Dowless
City’s Chief Labor Negotiator

8/7/2023
Date

For PBA



G. J. Corwine
PBA’s Chief Labor Negotiator

Aug 7, 2023
Date

PBA/City of Edgewood
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DATE: August 7th, 2023
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28 those needing "family plan" coverage, another member shall collectively represent those
29 needing "employee only" coverage, and the third member being the In-house PBA elected
30 member in order to ensure various views of usage are represented. Each member's input
31 and vote shall receive equilateral consideration in determining any final decision.

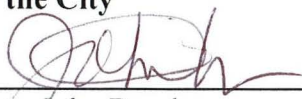
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33 18.5 The city shall provide the PBA with a 30 days' notice of intent to change health care plans
34 prior to the yearly review.

35

36 18.6 Group Insurance: participation by retired employees – pursuant to FSS. 112.0801 (1) (2)
37 Unit members who have retired from the City, and the unit member's eligible dependents
38 shall be offered the same health and hospitalization insurance coverage as is offered to
39 active employees at a premium cost of no more than the premium cost applicable to active
40 employees. The retiree shall have the option of continuing to participate in the group
41 insurance plan.

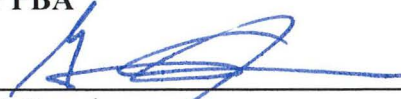
For the City



Mayor John Dowless
City's Chief Labor Negotiator

8/7/2023
Date

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator

Aug 7, 2023
Date

ARTICLE 19
PENSION

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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-five (25 20) or more years of service; or retiring due to a medical retirement, a bargaining unit member shall be provided ~~his duty weapon~~ and a retirement badge. The bargaining unit member may be awarded their duty weapon subject to approval by the Chief of Police, which approval will not be unreasonably withheld.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

~~7/31/2023~~ 7/31/2023

Date

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator


July 31, 2023

Date

ARTICLE 21
EQUIPMENT ISSUE AND CLOTHING ALLOWANCE


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- 21.1 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 (~~Glock 21~~) - Replaced as needed
 - iii. 1 - Duty Holster - Light Bearing (Level 3 Retention) - Replaced as needed
 - iv. 1 – AR15 (~~mil-spec~~) Rifle with carrying case - Replaced as needed
 - v. 1 – Agency Approved Taser ECW (~~Axon-ECW~~) - Replaced as needed
 - vi. 2 – ~~Taser ECW~~ Cartridges (~~Axon~~) – Replaced as needed
 - vii. 1 - Agency Approved Body Camera (~~Axon~~) - Replaced as needed
 - viii. 1 – MDS Computer and Charger - Replaced as needed
 - ix. 5 – Duty Pants – Replaced yearly as needed
 - x. 5 – Duty Short Sleeve Shirts – Replaced yearly as needed
 - xi. 2 – Duty Long Sleeve Shirts - Replaced yearly 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 yearly as needed.

For the City


Mayor John Dowless
City’s Chief Labor Negotiator
8/7/2023

Date

For PBA



George J. Corwine
PBA’s Chief Labor Negotiator
Aug 7, 2023

Date

PBA/City of Edgewood
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- 23 xv. 1 - Duty Gun Belt -- Replaced as needed
- 24 xvi. 1 - Duty Under Belt - Replaced as needed
- 25 xvii. 5 - Duty Belt Keepers - Released as needed
- 26 xviii. 1 - Magazine Poach -- Replaced as needed
- 27 xix. 1 - ~~AR-15~~ Rifle Magazine Holder (For Duty Belt) - Released as needed
- 28 xx. 1 - Glove pouch - Replaced as needed
- 29 xxi. 1 - Chemical Agent Spray w/holder - Replaced as needed
- 30 xxii. 1 - Handheld Police Radio & charger w/holder - Replaced as needed
- 31 xxiii. 1 - 26 inch ASP baton w/holder - Replaced as needed
- 32 xxiv. 1 - Flashlight & charger w/holder - Replaced as needed
- 33 xxv. 1 - Flashlight Cone - Replaced as needed
- 34 xxvi. 1 - Tourniquet w/holder - Replaced as needed
- 35 xxvii. 1 - Pair of Handcuffs w/pouch (~~Smith & Wesson, ASP, or Peerless~~) - Replaced as needed
- 36 xxviii. 1 - RIPP Hobbles Restraint - Replaced as needed
- 37 xxix. 1 - Raincoat - Officer's choice on length (long or short) - Replaced as needed
- 38 xxx. 1 - jacket (Winter) - Replaced as needed
- 39 xxxi. 1 - jacket (windbreaker) - Replaced as needed
- 40 xxxii. 1 - Baseball Cap (Edgewood Police) - Replaced yearly as needed
- 41 xxxiii. 1 - Osha Approved Traffic Safety Vest - Replaced as needed
- 42 xxxiv. 1 - Police Wallet - Replaced yearly as needed

For the City




Mayor John Dowless
City's Chief Labor Negotiator

8/7/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

Aug 7, 2023

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- 43 xxxv. 2 – Police badges (uniform and wallet) – Replaced as needed
- 44 xxxvi. 2 – Police Identification Cards - Replaced as needed
- 45 xxxvii. 2 – Narcan with Holder, as needed.
- 46xxxviii. 1 – SIMS Training Gear (face, Throat, and Groin Protector) - Replaced as needed

47
48 In addition to the above listed items the City shall provide any other equipment necessary
49 for the officer to do their job.

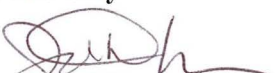
50
51 21.2 The cost of maintenance of these articles shall be paid by the employer. The City will
52 replace, such items when such replacement is necessary at the City's discretion; however,
53 replacement will not be unreasonably denied.

54
55 21.3 Upon termination of employment, the articles will be surrendered by the employee in like
56 condition as when issued, however reasonable wear and tear is normal and will be
57 expected.

58
59 21.4 In the event an employee ~~or~~ leaves the employment of the department, he shall return all
60 uniforms and safety equipment to the department before receiving his final paycheck.

61
62 21.5 With the approval of the Chief of Police or his designee; uniforms, equipment, and non-
63 clothing personal items damaged beyond normal wear and tear in the performance of duty,
64 including glasses, contacts and watches, but not jewelry or watches valued in excess of
65 One hundred dollars (\$100.00), shall be repaired or replaced by the City. Claims will be
66 presented in accordance with procedures set forth in current Standard Operating
67 Procedures. Negligently damaged or lost articles shall be replaced by the employee.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

8/7/2023

Date

For PBA



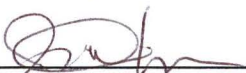
George J. Corwine
PBA's Chief Labor Negotiator

Aug 7, 2023

Date

68 21.6 On the first pay period of October of each year members of the bargaining unit shall be
69 paid an annual clothing allowance of eight hundred ten dollars (\$810.00) for the cost of
70 cleaning uniforms and purchasing footwear. The clothing allowance shall be prorated
71 monthly for members hired after the first pay period of October in any year and the clothing
72 allowance shall be paid during such members' first pay period in employment. Honor
73 Guard members shall be reimbursed for all costs of cleaning and maintenance of uniforms
74 and equipment.

For the City




Mayor John Dowless
City's Chief Labor Negotiator

8/7/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

Aug 7, 2023

Date

**ARTICLE 22
PROMOTIONS**

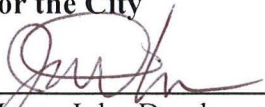
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22.1 The purpose of this article is to establish a fair and impartial procedure to select qualified individuals for promotions.

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.

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

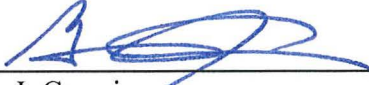
- A. The date and place of the examination and the number of test questions.
- B. The method by which the examination's passing score will be determined.
- C. Areas covered by the examination.
- D. Sources from which examination questions are drawn. A Master Set of source materials will be available 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.

For the City


Mayor John Dowless
City's Chief Labor Negotiator

8/7/2023

Date

For PBA


G. J. Corwine
PBA's Chief Labor Negotiator

Aug 7, 2023

Date

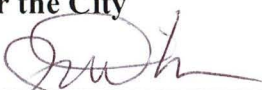
28 22.4 The Chief of Police will impanel a promotional board for the rank of Police Sergeant when
29 the Chief of Police determines that a vacancy needs to be filled. The Promotional Board
30 shall consist of the Chief of Police or a designee of his choice, two law enforcement
31 supervisors from area agencies, and the Mayor or a City Council Member designated by
32 the Mayor.

33
34 The Promotional Board shall use the following scoring requirements:

- 35
- 36 A. The Promotional Board will submit a similar number of verbal questions to each
37 candidate with a score of 0 to 100.
 - 38
 - 39 B. Written examination with a score of 0 to 100.
 - 40
 - 41 C. The total score will be divided by 2 for a possible average score of zero to 100 for
42 a candidate Overall Score.
 - 43
 - 44 D. If a candidate fails to meet a 75 or higher, in any scoring category, the candidate will not
45 be considered qualified for promotion.
 - 46

47 Candidates obtaining a score of 75 or more shall be placed on the promotional list.
48 Those on the list are qualified for promotion provided they are in good standing with the
49 department and meet necessary service requirements at the time of promotion. This list
50 shall remain in effect for a period of twenty-four months from the date of its certification
51 by City Council.
52

For the City



Mayor John Dowless
City's Chief Labor Negotiator

8/7/2023

Date

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator

Aug 7, 2023

Date

53 22.5 In making promotions, the Department will select from a pool of candidates on the
54 promotional list. The Chief of Police shall promote from the top three (3) scores on the
55 promotional list. The list of persons eligible for each individual promotion will be adjusted
56 prior to each subsequent promotion. If more than one position is being filled during the
57 same time frame, the list of eligible candidates will be revised following each selection.

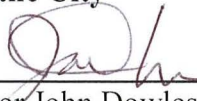
58
59 22.6 Approval for Promotions:

60
61 The Chief of Police shall forward the recommendation for promotion to the Mayor of the
62 City of Edgewood. Upon approval of the Mayor, the promotion to probationary sergeant
63 shall then become effective. Upon promotion, the unit member shall receive the base for
64 the position being promoted into, or a ten percent (10%) increase in base to their current
65 rate of pay, not to exceed the maximum position salary or the minimum sergeant salary,
66 whichever is greater. If the member is being promoted into a position that has a step pay
67 plan and a ten percent (10%) increase places them between steps, the member shall be
68 advanced to the next highest step. For example, a member is promoted and a ten percent
69 (10%) increase places them between steps two and three, the member shall be advanced to
70 step three.

71
72 22.7 Probationary Status for Sergeants

73
74 Probationary Sergeants shall have a probationary status of one year. Failure to obtain an
75 overall rating of "Acceptable" performance rating will be grounds for removal from
76 Probationary Sergeant status and the member shall be returned to his former rank.
77 Probationary Sergeants shall attend a "line supervision" course during the probationary
78 period.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

Date 8/7/2023

For PBA

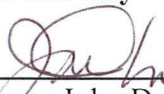


G. J. Corwine
PBA's Chief Labor Negotiator

Date Aug 7, 2023

79
80 22.8 Officers shall be held to be in “good standing” unless they meet one or more of the
81 following criteria:
82 A. The officer has received an evaluation grade of “below standards” for any
83 dimension on the most recent performance appraisal.
84 B. The officer has received four or more separate INOIs leading to sustained
85 disciplinary violations imposed within the twelve-month period. For purposes of
86 this subsection, the twelve- month period is based upon the date discipline was
87 imposed.
88 C. No more than ~~thirty-two (32)~~ forty (40) combined hours of suspensions imposed
89 within the twelve-month period. For purposes of this subsection, all 32 combined
90 hours must have been imposed with a continuous twelve-month period.
91 D. No demotion within the past twelve months.
92
93 INOIs that are pending are not calculated in determining “good standing.”

For the City



Mayor John Dowless
City’s Chief Labor Negotiator

8/7/2023

Date

For PBA



G. J. Corwine
PBA’s Chief Labor Negotiator

Aug 7, 2023

Date

ARTICLE 24
GRIEVANCE PROCEDURE

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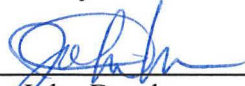
24.1 Members of the bargaining unit will follow all lawful written and verbal orders given by superior officers even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein.

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.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

July 31, 2023

Date

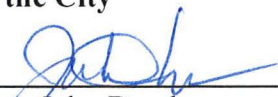
28 24.5 Grievances will be processed in the following manner, and strictly in accordance with the
29 following stated time limits.

30
31 Step One:
32 An aggrieved party shall date and present in writing the grievance to the ~~On-Duty~~ their
33 Supervisor or designee within ~~five (5)~~ ten (10) working business days of his knowledge of
34 the occurrence of the action giving rise to the grievance. The ~~On-Duty~~ Supervisor or
35 designee shall within ~~five (5)~~ ten (10) working business days of receipt of the written
36 grievance conduct a meeting with the aggrieved party for the purpose of attempting to
37 resolve the grievance. The ~~On-Duty~~ Supervisor or designee shall notify the aggrieved party
38 in writing of his decision within ~~five (5)~~ ten (10) working business days following the
39 meeting. Any grievance resulting from a disciplinary investigation by the ~~On-Duty~~
40 Supervisor or designee will start at Step Two. ~~However in the absence of the position of~~
41 ~~On-Duty Supervisor or designee, Step One shall be skipped and the beginning/initial step~~
42 ~~shall be Step Two.~~

43
44 Step Two:
45 If the grievance is not resolved at Step 1, the aggrieved employee or Union, within ~~five (5)~~
46 ten (10) working business days following receipt of the ~~On-Duty~~ their Supervisor or
47 designee's decision in Step One, may submit the grievance to the Chief of Police who will
48 call a special meeting to consider the grievance within ~~ten (10)~~ working business days
49 of his receipt of the grievance. The grievant shall not be represented by an elected official
50 of the City, the City Attorney, or his staff. The Chief of Police shall notify the employee
51 and the union of his decision, in writing, within ~~ten (10)~~ working business days following
52 the special meeting.

53

For the City



Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

July 31, 2023

Date

54 Step Three:
55 If the grievance is not resolved at Step 2, the aggrieved employee or Union, within five (5)
56 ten (10) working business days following receipt of the Police Chief's decision in Step
57 Two, may submit the grievance to the Mayor who will call a special meeting to consider
58 the grievance within ten (~~ten~~ 10) working business days of his receipt of the grievance. The
59 grievant shall not be represented by an elected official of the City, the City Attorney or his
60 staff. The Mayor shall notify the employee and the union of his decision, in writing, within
61 ten (10) working business days following the special meeting.

62
63 24.6 In advancing grievances, the grievant employee(s), Union and management may call a
64 reasonable number of witnesses to offer testimony without incurring overtime cost to the
65 City. Either party may call witnesses as needed. Hearings shall be continued to facilitate
66 appearance of witnesses who are department employees whose presence would otherwise
67 conflict with department needs.

68
69 24.7 ~~All disciplinary grievances will initially be filed at Step One of the grievance procedure,~~
70 ~~unless the discipline was initiated at the Chief of Police's level in which case the grievance~~
71 ~~shall start at Step Two.~~

72
73 All Class Action grievances will be filed at Step Two.

74
75 24.8 The aggrieved employee and the union representative shall be given at least two (2) work
76 days' notice of the grievance meetings provided herein.


77

For the City


Mayor John Dowless
City's Chief Labor Negotiator

7/31/23 7/31/2023

Date

For PBA


George J. Corwine
PBA's Chief Labor Negotiator

July 31, 2023

Date

78 24.9 For purposes of this article and the arbitration article, "~~working~~ business days" refers to
79 those days during the week that the administrative office is open, which are usually
80 Mondays through Fridays, excluding holidays.

81
82 24.10 If any grievance other than those resulting in an oral reprimand or written ~~ensure~~
83 reprimand is not satisfactorily resolved by the foregoing procedure, the Union or the City
84 may proceed to Arbitration according to Article 25.

85
86 ~~The issues and remedy presented at Arbitration shall be limited to those set forth in the~~
87 ~~grievance filed.~~

88
89 24.11 Time limits defined herein may be extended by mutual written agreement between the
90 parties.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

July 31, 2023

Date

ARTICLE 25
ARBITRATION


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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. Said written notice is to include a written statement of the position of the Union with respect to the arbitrable issue. 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

For the City


Mayor John Dowless
City's Chief Labor Negotiator

For PBA


George J. Corwine
PBA's Chief Labor Negotiator

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28 exclusively responsible for compensating its own representatives and witnesses. In the
29 event one party does not prevail on all issues, the arbitrator shall apportion the respective
30 expenses payable by the parties based upon his judgment of which party prevailed on each
31 issue, or where the decision was split on an issue. Furthermore, the arbitrator may apportion
32 any costs incurred by a delay or rescheduling of a hearing based upon the parties'
33 proportionate impact on that matter.

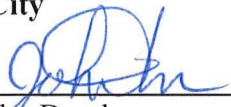
34
35 The submission to the arbitrator shall be based on the written grievance, and all matters
36 relevant thereto, as submitted in Steps 1, 2 and 3 of the grievance procedure, and shall
37 include a copy of this Agreement.

38
39 25.3 The power and authority of the arbitrator shall be strictly limited to determination and
40 interpretation of the express terms of this Agreement. He shall not have the authority to
41 add to or subtract from or modify any of said terms, or to limit or impair any right that is
42 reserved by this Agreement, by statute or otherwise, to the Employer or the
43 Union or the employees, or to establish or change any wage or rate of pay in this
44 Agreement. No decision of any arbitrator or of the Employer in one case shall create a basis
45 for retroactive adjustment in any other case. The arbitrator shall have the exclusive
46 authority to decide the arbitrability of issue(s) presented in the grievance.

47
48 25.4 All claims for back wages shall be limited to the amount of wages that the employee
49 otherwise would have earned from the Employer, less any unemployment compensation
50 received by the employee. ~~and interim earnings for those days the employee would have~~
51 ~~otherwise been scheduled to perform duties for the Employer.~~

52

For the City



Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA



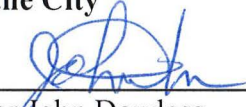
George J. Corwine
PBA's Chief Labor Negotiator

July 31, 2023

Date

53 25.5 The decision of the arbitrator is final and binding on both parties, and the grievance shall
54 be considered permanently resolved.

For the City




Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

July 31, 2023

Date

ARTICLE 26
PHYSICAL EXAMINATION AND WORKERS COMPENSATION BENEFITS

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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

For the City


Mayor John Dowless
City's Chief Labor Negotiator

7/11/2023

Date

For PBA


G. J. Corwine
PBA's Chief Labor Negotiator

July 11, 2023

Date

28 results of the exams are strictly between the employee and the medical provider to be
29 utilized for the betterment of the employee's health.

For the City

Mayor John Dowless
City's Chief Labor Negotiator

Date

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator



Date

ARTICLE 27
GENERAL PROVISIONS

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4 27.1 An employee may voluntarily accept and be employed in an occupation off-
5 ~~duty~~secondary employment which is not in violation of Federal, State, or county law or
6 departmental policy. ~~Off-duty coordinator or designee~~The employee shall notify the
7 Chief of Police of any change in the ~~officers working such off-duty~~ secondary
8 employment within ten (10) business days of such change.


9
10 ~~Also, all employees who wish to work in off-duty employment must complete an off-duty~~
11 ~~work information form as supplied by the Department, detailing the off-duty employment~~
12 ~~and the employer. The form will be completed and submitted as directed thereon. Officer~~
13 ~~shall notify the Chief of Police of any change in such off-duty employment within ten~~
14 ~~(10) days of such change.~~

15
16 27.2 The Department reserves the right to approve or disapprove any offextra-duty
17 employment. Final authority rests solely with the Chief of Police.

18
19 Employees working approved offextra-duty employment may be paid directly by their
20 ~~off-duty employers~~must have all extra-duty jobs invoiced through the department and
21 payments processed through city payroll.

22
23 ~~Off~~Extra-duty work when combined with the employee's normal working hours for the
24 City (exclusive of overtime) shall not exceed seventy-two (72) hours in any one work
25 week (Sunday 0001 hours to 2400 hours Saturday). Exception to this limitation may be
26 requested in writing to the Chief of Police who may approve or disapprove the request.

27
For the City



Mayor John Dowless
City's Chief Labor Negotiator

Date

7/31/2023

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator

Date

July 31, 2023

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

31
32 Employees may not work ~~off~~extra-duty employment which conflicts with any physical or
33 mental limitations imposed upon them by medical authority. Failure to comply with this
34 section may result in disciplinary action and/or suspension of ~~off~~extra-duty work
35 privileges.

36
37 The Department will post ~~off~~extra-duty employment opportunities received from third
38 parties. At the Chiefs discretion, the rates for off-duty employment may be raised above
39 the minimum rates based on the nature, needs and working conditions of the ~~off~~extra-
40 duty employment.

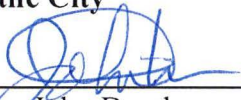
41
42 When the City is requested to provide extra-duty police services, except for City
43 sanctioned activities or operational emergencies, an employee has the right to refuse to
44 work extra-duty.

45
46 27.32 The City agrees that an employee shall have the right to include in his official personnel
47 record a written and signed refutation of any material he considers to be detrimental.

48
49 27.43 Employees will not be required to use their private vehicles in the performance of
50 assigned duties.

51
52 27.54 Employees shall be furnished with parking facilities on City property to the extent
53 available. Said parking facilities shall be furnished at no cost to the employee.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator

July 31, 2023

Date

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~~27.5~~ When the City is requested to provide ~~offextra~~ duty police services, except for City sanctioned activities or operational emergencies, an employee has the right to refuse to work ~~offextra~~ duty.

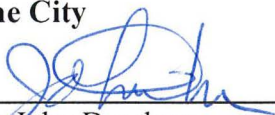
27.6 Police personnel may not be used other than in law enforcement, emergency response or code enforcement duties and dissemination of City material. Law enforcement duties shall have priority over all other duties of the officers. A copy of all bargaining unit job descriptions shall be furnished to 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.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator

July 31, 2023

Date

ARTICLE 29
ENTIRE AGREEMENT

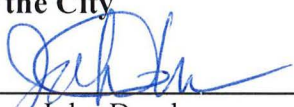
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29.1 The parties acknowledge that during negotiations resulting in this Agreement, they had the right and opportunity to make demands and proposals with respect to any and all subjects not removed by law from the area of collective bargaining and that 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 parties intend that this Agreement shall constitute the sole source of their rights and obligations from and to each other for its term, either by specific provision, by general grant of authority, or by silence. 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, but such impact bargaining shall not serve to delay management's action 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,

For the City


Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA


G. J. Corwine
PBA's Chief Labor Negotiator

July 31, 2023

Date

27 changed or amended in any respect except on mutual Agreement set forth in writing and
28 signed by duly authorized representatives of both parties before it will be effective.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator

July 31, 2023

Date

ARTICLE 30
DUES DEDUCTION

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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.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

7/11/2023

Date

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator

July 11, 2023

Date

ARTICLE 32
UNION BUSINESS

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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 non-work areas and during non-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.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

Date 7/11/2023

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator

Date July 11, 2023

**ARTICLE 34
HOLIDAYS**

34.1 The following shall be recognized paid holidays:

New Year's Eve	New Year's Day
Martin Luther King Birthday	Employee's Birthday
Memorial Day	Independence Day
Labor Day	Veteran's Day
Thanksgiving Day	Day after Thanksgiving
Christmas Day	Christmas Eve

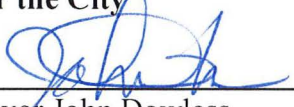
Floating Holiday, Members shall receive ~~receive~~ one (1) Floating Holiday.

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. ~~his scheduled work shift both preceding and following a holiday, and scheduled to work that holiday~~ 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

For the City




Mayor John Dowless
City's Chief Labor Negotiator

Date

7/31/2023

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator


Date

July 31, 2023

31 charged against the member's accrued paid time off. Non pre-scheduled use of paid time
32 off that falls on a holiday shall be charged against the employee's paid time off.

33
34 34.5 An employee intending to take the Floating Holiday must notify the Chief of Police or
35 designee at least five (5) work days in advance. The Floating Holiday may be taken at any
36 time during the fiscal year, subject to approval of the Chief of Police, based upon work
37 scheduling requirements. Employees are entitled to one (1) Floating Holiday each fiscal
38 year. A Floating Holiday cannot be carried over from year to year.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator

July 31, 2023

Date

ARTICLE 35
BEREAVEMENT LEAVE

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4 35.1 In the event of death in the employee's immediate family, the Chief of Police, upon request,
5 will grant seven (7) work days off without loss of regular pay to arrange and/or attend
6 funeral services or funeral related matters. These days are not required to be used
7 consecutively.

8
9 ~~The seven (7) workdays off will start at the employee's option on the day of death or the~~
10 ~~day following the day of death. In the event the funeral is not conducted during the~~
11 ~~above-mentioned period and provided the employee only used two (2) days or less of~~
12 ~~Bereavement Leave, the employee may be allowed to use up to five (5) days of~~
13 ~~Bereavement Leave to use at his discretion.~~

14
15 35.2 Immediate Family Defined:

16
17 For the purpose of this Article, immediate family is defined as the employee's father,
18 mother, spouse or children, step-children, grandchildren, father-in-law, mother-in-law,
19 brother, sister, grandparents, step-father, step-mother, ward, significant other, or former
20 legal guardian. The foregoing relatives of the employee's spouse shall be considered as the
21 immediate family for the purpose of this Article or the Chief of Police may grant
22 bereavement for persons other than immediate family.

23
24 35.3 Significant Other will be defined as a live-in companion whose name has been previously
25 submitted to and will be maintained confidentially by the ~~Employee Benefits Section~~ City,
26 as permitted by Florida Law. Bereavement leave benefits do not extend to relatives of
27 significant others, unless changed by City Council.

For the City


Mayor John Dowless
City's Chief Labor Negotiator

7/11/2023

Date

For PBA


G. J. Corwine
PBA's Chief Labor Negotiator

July 11, 2023

Date

28
29 35.4 Additional Leave:
30 Should an employee require additional time other than provided in 35.1, additional time
31 off with pay and charged to accrued personal leave or compensatory time may be requested
32 from the Chief of Police or his designee which shall not be unreasonably denied.

For the City

Mayor John Dowless
City's Chief Labor Negotiator

Date

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator

Date


July 11, 2023

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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, ~~if feasible~~ 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.

For the City

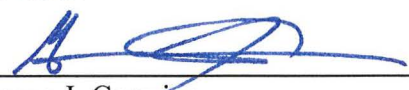


Mayor John Dowless
City's Chief Labor Negotiator

8/7/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

August 7th, 2023

Date

ARTICLE 37
EMPLOYEE REPRESENTATION AND PBA ACTIVITIES

37.1 – Representation

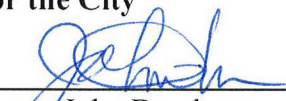
(A) The PBA shall select no more than one (1) bargaining unit member who shall be authorized to act as PBA Representative. Said representative shall act as a liaison between the City and PBA but have no authority to bind the PBA. No more than one (1) PBA Representative, shall appear with a bargaining 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 PBA shall annually furnish to the City with a list of the PBA Representatives, attorneys, and board members. The PBA shall update the lists when changes occur. The City may exclude individuals who do not appear on the lists furnished to the City.~~

(D) 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

For the City




Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

July 31, 2023

Date

28 eliminate this access provided advanced notification is given to the PBA and, upon
29 a proper request, bargain over the proposed change pursuant to F.S. Chapter 447
30 and the impasse procedure contained therein. The City reserves the ultimate
31 discretion to adjust the PBA's access between one-half (1/2) hour and one (1) hour
32 and such adjustments will not be subject to further bargaining or impasse
33 procedures.

34

35 37.2 – Representative Access

36

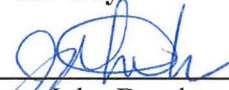
37 (A) The City agrees that designated PBA Representatives shall have reasonable access
38 to public areas of City facilities. Access to secure areas of City facilities shall be
39 denied unless the PBA Representative requests permission from the Chief of Police,
40 or his designee at least forty-eight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

47

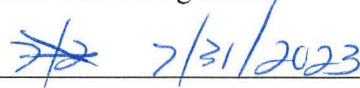
48 (B) For purposes of this section, a critical incident includes a traffic crash involving
49 serious injury, the death or serious injury of a person which may have resulted from
50 a bargaining unit member's actions, the discharge of a weapon by a bargaining unit
51 member, or other serious incident.

52

For the City

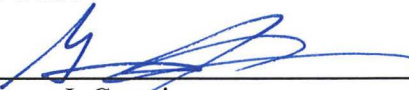


Mayor John Dowless
City's Chief Labor Negotiator

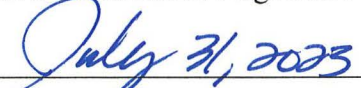


Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator



Date

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

60
61 (C) Bargaining unit members, other than witnesses, involved in a critical incident, shall
62 not be required to give an on-scene interview (other than providing public safety
63 information and complete suspect descriptions), unless they voluntarily consent to
64 do so.

65
66 (D) Bargaining unit members, other than witnesses, involved in a critical incident, shall
67 be allowed to have a PBA Representative or attorney present during a walkthrough
68 of a critical incident scene when the walk through is authorized by the Chief of
69 Police.

70
71 ~~37.3 Bulletin Boards~~

72
73 ~~(A) The City will continue to furnish wall space for the PBA's existing glass-encased~~
74 ~~and locked bulletin boards. PBA remains responsible for purchasing and~~
75 ~~maintaining the bulletin boards which shall not exceed 36 x 48 inches. This~~
76 ~~provision is limited to permanent City facilities where bargaining unit members are~~
77 ~~assigned.~~

78
For the City




Mayor John Dowless
City's Chief Labor Negotiator

Date

7/31/2023

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

Date

July 31, 2023

79 ~~(B) — The use of PBA bulletin board space is limited to the following notices:~~
80 ~~1. Recreation and social affairs of the PBA,~~
81 ~~2. PBA meetings,~~
82 ~~3. Reports of PBA committees,~~
83 ~~4. PBA benefit programs,~~
84 ~~5. Current PBA Contract,~~
85 ~~6. Training and educational opportunities,~~
86 ~~7. Notice and announcement of internal elections, and~~
87 ~~8. Other materials pertaining to the welfare of PBA members, excluding~~
88 ~~election campaign materials of any type or kind.~~

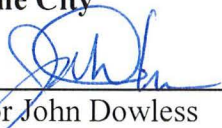
89
90 ~~(C) — PBA membership applications and return envelopes may be attached to each~~
91 ~~bulletin board.~~

92
93 ~~(D) — The PBA shall not post any material reflecting adversely on the City, or any of its~~
94 ~~officers or employees. Additionally, the PBA shall not post any material violating~~
95 ~~or having the effect of violating any law, rule, or regulation. The City shall have~~
96 ~~the right to remove such material, at which time the PBA will be notified. Such~~
97 ~~removal shall be subject to the grievance procedure contained in this agreement up~~
98 ~~to and including Step 3 arbitration.~~

99
100 ~~(E) — Notices posted must be dated and bear the name of the PBA's Authorized~~
101 ~~Representative.~~

102

For the City




Mayor John Dowless
City's Chief Labor Negotiator

7/31/2023

Date

For PBA



George J. Corwine
PBA's Chief Labor Negotiator

July 31, 2023


Date

PBA/City of Edgewood
UNION Proposal - Article #37
DATE: July 31st, 2023
Page 6 of 6

129 shall not be paid by the City. Employee members of the Negotiation Committee
130 who are on their regularly-scheduled shifts during scheduled negotiation sessions
131 shall be paid for such time in actual negotiation sessions. A bargaining unit member
132 shall not be compensated by the City for time spent preparing for negotiations. The
133 In-house Representative for the PBA’s Negotiation Committee who are not on their
134 regularly scheduled shifts during the negotiation’s sessions shall be for
135 compensated while attending all meetings and negotiations (two-hour minimum).

136
137 (B) A bargaining unit member’s attendance at negotiation sessions shall not unduly
138 hamper the operations of the work unit or negatively impact staffing levels
139 necessary to meet minimum manpower standards.

For the City




Mayor John Dowless
City’s Chief Labor Negotiator

7/31/2023

Date

For PBA



George J. Corwine
PBA’s Chief Labor Negotiator

July 31, 2023

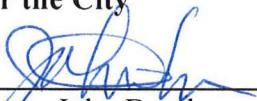
Date

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.

For the City



Mayor John Dowless
City’s Chief Labor Negotiator

7/31/2023

Date

For PBA



George J. Corwine
PBA’s Chief Labor Negotiator

July 31, 2023

Date

28 38.2 – Privacy

29

30 Whenever a person not employed by the City asks to review an employee’s official Human
31 Resources personnel file, Disciplinary file, or Internal Affairs file, the City will notify the
32 employee, in writing, email or verbally, of the request and the name and affiliation of the
33 person, if the person making the request voluntarily provides such information.

34

35 38.3 – Counseling Notes

36


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

51

52

53

For the City




Mayor John Dowless
City’s Chief Labor Negotiator

7/31/2023

Date

For PBA



George J. Corwine
PBA’s Chief Labor Negotiator

July 31, 2023

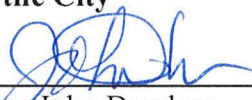
Date

54 ~~38.4 Verbal and Written Reprimands~~

55

56 If an employee is not disciplined for one (1) continuous year from the date the “Notice of
57 Disciplinary Action” is served for a verbal or written reprimand, he may request that the
58 verbal or written reprimand be removed it shall be purged by the department from his
59 personnel file. This request must be in writing and forwarded via chain of command to the
60 Chief of Police. Any issue relating to whether a verbal and/or written reprimand was not
61 properly removed from a bargaining unit employee’s file, pursuant to the requirements of
62 this article, shall be subject to the grievance procedure set forth in this agreement.

For the City




Mayor John Dowless
City’s Chief Labor Negotiator

7/31/2023

Date

For PBA



George J. Corwine
PBA’s Chief Labor Negotiator

July 31, 2023

Date

ARTICLE 40

LABOR MANAGEMENT COMMITTEE

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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.

For the City



Mayor John Dowless
City's Chief Labor Negotiator

7/11/2023

Date

For PBA



G. J. Corwine
PBA's Chief Labor Negotiator

July 11, 2023


Date

ARTICLE 41
DURATION

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41.1 This Agreement shall take ~~effect upon ratification by the Union and approval by City Council~~ effect October 1st, 2023, and shall continue in full force and effect until midnight of September 30, ~~2023~~ 2026, when it shall terminate. In order to renegotiate this Agreement, written notice shall be given by either party not less than 90 days. ~~nor more than 120 days prior to the expiration date.~~ 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.

41.2 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 ~~Central~~ West Central Florida Police Benevolent Association, Inc., a Chapter of the Florida Police Benevolent Association, Inc., 300 East Brevard Street, Tallahassee, Florida, 32301.

For the City


Mayor John Dowless
City's Chief Labor Negotiator

Date 7/11/2023

For PBA


G. J. Corwine
PBA's Chief Labor Negotiator

Date July 11, 2023

Edgewood Police Department Pay Scale - Appendix A

Edgewood PD Step Plan

Position	Base	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Officer	\$50,000.00	\$51,375.00	\$52,787.81	\$54,239.48	\$55,731.06	\$57,263.67	\$58,838.42	\$60,456.47	\$62,119.03	\$63,827.30
Position	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15	Step 16	Step 17	Step 18	Step 19
Officer	\$65,422.98	\$67,058.56	\$68,735.02	\$70,453.40	\$72,214.73	\$74,020.10	\$75,870.60	\$77,767.37	\$79,711.55	\$81,704.34
Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Sergeant	\$67,200.00	\$68,880.00	\$70,602.00	\$72,367.05	\$74,176.23	\$76,030.63	\$77,931.40	\$79,879.68	\$81,876.67	\$83,923.59

T/A 8/7/2023
A

[Signature] 8/7/2023

COLLECTIVE BARGAINING AGREEMENT

BETWEEN



THE CITY OF EDGEWOOD

AND THE



CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION

AND THE



OFFICERS AND SERGEANTS OF THE EDGEWOOD POLICE DEPARTMENT

OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2023

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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 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 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 Number RC-87-010, recognizing the 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, 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 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:
- 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.

ARTICLE 4
EMPLOYEE DISCIPLINARY PROCEDURES

- 4.1 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 and, in addition, if feasible 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.
- 4.2 As used in this agreement the term probable cause shall mean: a reasonable ground to suspect that a unit member has committed a particular violation or offense.
- 4.3 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. 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.
- 4.4 No permanent employee shall be disciplined or discharged without just cause. Discharge of probationary police officers shall not be subject to the grievance/arbitration procedure until they have successfully completed the probationary period. Probationary employees who are terminated during this period shall have a right to have a Union representative present during any termination meeting. Prior to the meeting imposing discipline in such cases, the officer shall be relieved of duty and departmental weapons will be surrendered.

4.5 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.
- 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 discuss the incident or the interview with the employee during breaks. 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 with a finding of no probable cause, to proceed with disciplinary action against an employee, or with a finding of probable cause, the employee shall upon request, be provided at no cost with a copy of the disciplinary investigation and disciplinary recommendations.

- 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 post determination 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 establish probable cause 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. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and non-incarcerated witnesses may be reviewed by the officer under investigation; immediately prior to the beginning of the investigative interview.

O. A breathalyzer test may be administered to any employee who is suspected of being intoxicated while in an on-duty status. If a traffic related offense is committed in an on-duty status or involving the operation of a City owned vehicle, an employee may be ordered to submit to any test designed to determine intoxication or the presence of alcohol or a controlled substance in the body. Furthermore, an employee may be subjected to a polygraph examination or voice stress analysis designed to determine the truthfulness of his response if any appropriate court determines this to be lawful, or upon mutual consent of the parties. Since employees have the right to refuse to submit to a polygraph test, no reference will be made in any document/proceeding concerning the employee's refusal. Polygraph examination or voice stress analysis information shall not be used for disciplinary purposes without corroborating evidence. Only relevant

questions to the issue under investigation will be asked. Reports of such tests and/or examinations will be included in the investigative files.

- P. 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.

- Q. 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.

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 shall 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.

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

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, but may not be entitled to any back pay or 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.

- R. 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.
- S. Only "Sustained" findings will be inserted in an employee's personnel file. Said findings shall be removed after one (1) year from the employee's Personnel File and placed in the 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 unpurged violations.
- T. An employee may be terminated 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.

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

4.6 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.), and be based on probable cause.

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.

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 and progressive for similar or substantially similar violations. An employee's prior discipline history and the seriousness of the offense will be important factors considered in determining discipline. Nothing herein prevents discipline or discharge with the first occurrence depending on the nature of the offense.

E. Recommendations for Discipline:

Recommendations as to the appropriate discipline will be requested from the employee's chain of command.

- 4.7 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).
- 4.8 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.
- 4.9 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.
- 4.10 Discipline and discharge shall only be grieved through the Grievance Procedure, as outlined in Article 24 and culminating in Article 25 - Arbitration.

**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 four (4) boxes, in any combination the officer chooses, to include 50 rounds per box) for 45 caliber ammunition, or 20 rounds per box for AR-15 ammunition, or 5 rounds (00 buck or slugs) per box for shotgun, each annual per quarter 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 mile radius of City limits.

Members must be able to respond to their regular work assignment location within sixty (60) minutes 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. Probationary employees who have not successfully completed their

probationary period may be terminated without recourse to the grievance or arbitration article(s) herein. On satisfactory completion of his probationary period, the newly hired employee's seniority dates from his first day of services.

**ARTICLE 9
WAGES**

- 9.1 The position of Police Officer shall have a minimum base starting salary of \$20.60 hourly (\$45,000 annually) to a maximum of \$36.63 hourly (\$80,000 annually). The position of Police Sergeant (promotion after October 1, 2020), shall have a minimum salary of \$27.47 hourly (\$60,000 annually to a maximum of \$38.92 hourly (\$85,000 annually). Members promoted to the rank of Police Sergeant shall have their salary increased in accordance with Section 22.6.
- 9.2 Effective October 1, 2020, all bargaining unit members shall receive a general wage increase (GWI) of four percent (4%) to their base salary.
- 9.3 Effective October 1, 2022, all bargaining unit members shall receive a GWI of three percent (3%) to their base salary. Either party to this Agreement may request to reopen this subsection by submitting a written request by April 1 prior to the budget year in which the GWI will be applied.
- 9.4 Effective October 1, 2022, all bargaining unit members shall receive a GWI of three percent (3%) to their base salary. Either party to this Agreement may request to reopen this subsection by submitting a written request by April 1 prior to the budget year in which the GWI will be applied.
- Should any bargaining unit member's salary, as a result of the general wage increases (GWI) stipulated in the Article, exceed the maximum range set in 9.1, the unit member shall be given the difference of the maximum range and the percentage increase as a one-time lump sum bonus check effective October 1 of each year of this Agreement. Said payment shall be deemed as pensionable income.
- 9.5 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) hours of such work.

9.6 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 separate check for the Longevity pay shall be issued annually by the first Thursday of November. The following schedule of payment will be used:

Longevity Payment Schedule:

Years of Service:	Amount:
2 to less than 3 years	\$200.00
3 years to less than 5 years	\$400.00
5 years to less than 7 years	\$800.00
7 years to less than 9 years	\$1000.00
9 years to less than 11 years	\$1200.00
11 years to less than 13 years	\$1400.00
13 years to less than 15 years	\$1600.00
15 years to less than 17 years	\$1800.00
17 years to less than 19 years	\$2000.00
19 years to less than 21 years	\$2200.00
21 years to less than 23 years	\$2400.00
23 years to less than 25 years	\$2600.00
More than 25 years	\$3000.00

9.7 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 \$100 per year for each specialty up to \$300 per year. The officer must be in good standing and meet all requirements set forth in the Policy and Procedures.

9.8 Supervisors and CID may, at the discretion of the Chief, be scheduled to work 80 hours per pay period. Those assigned these positions shall be paid 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.

9.9 Shift Differential – Unit members who are scheduled on the Midnight Shift (1800 hours to 0600 hours) shall be compensated an additional \$.50 per hour.

9.10 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, work load 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 eight (8) hours, ten (10) hours or 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 and while performing police functions during off-duty time by approval of the Chief of Police.

- 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 three (3) calendar days advance notice.
- 10.8 The City agrees to make every reasonable effort to have bargaining unit members' biweekly payroll checks available for pickup and/or 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 available for pickup 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 Standard Operating Procedures 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. 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 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. Scheduled leave approval or

disapproval must be communicated to the employee within three (3) business 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 540.
- 14.5 Employees leaving the employment of the City shall be paid for all accrued, but unused Personal Leave, up to a maximum of 280 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.
- 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.

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 provide medical insurance benefits currently established for bargaining unit employees at no cost to the employee for the duration of this Agreement.
- 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 minimum of \$2000.00 or more on a direct benefits card to all employees of the Edgewood Police Department covered by the City provided health insurance.
- 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-five (25) or more years of service, or retiring due to a medical retirement, a unit member shall be provided his duty weapon and a retirement badge.

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 "C" 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 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 (Glock 21) - Replaced as needed
 - iii. 1 - Duty Holster - Light Bearing (Level 3 Retention) - Replaced as needed
 - iv. 1 – AR15 (mil-spec) with carrying case - Replaced as needed
 - v. 1 – Agency Approved Taser (Axon - ECW) - Replaced as needed
 - vi. 2 – Taser Cartridges (Axon) – Replaced as needed
 - vii. 1 - Agency Approved Body Camera (Axon) - Replaced as needed
 - viii. 1 – MDS Computer and Charger - Replaced as needed
 - ix. 5 – Duty Pants – Replaced yearly
 - x. 5 – Duty Short Sleeve Shirts – Replaced Yearly
 - xi. 2 – Duty Long Sleeve Shirts - Replaced Yearly
 - 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 Yearly
 - 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 Poach – Replaced as needed

- xix. 1 – AR-15 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 ASP 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 (Smith & Wesson, ASP, or Peerless) - Replaced as needed
- xxviii. 1 – RIPP 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 Call (Edgewood Police) – Replaced yearly
- xxxiii. 1 – Osha Approved Traffic Safety Vest – Replaced as needed
- xxxiv. 1 – Police Wallet – Replaced Yearly
- xxxv. 2 – Police badges (uniform and wallet) – Replaced as needed
- xxxvi. 2 – Police Identification Cards - Replaced as needed
- xxxvii. 2 – Narcan with Holder
- xxxviii. 1 – SIMS Training Gear (face, Throat, and Groin Protector) - Replaced as needed

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), 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) for the cost of cleaning uniforms and purchasing footwear. The clothing allowance shall be prorated 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.
- 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.
- 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. Promotional Board questions 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.

An Oral Review Board will submit a similar number of questions to each candidate with a possible score of 100.

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.

- 22.5 In making promotions, the Department will select from a pool of candidates on the promotional list. The Department shall select from the top three (3) scores. 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.

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 a ten percent (10%) increase in base pay, not to exceed the maximum position salary, or the minimum sergeant salary, whichever is greater.

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.

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 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 the On-Duty Supervisor or designee within five (5) working days of his knowledge of the occurrence of the action giving rise to the grievance. The On-Duty Supervisor or designee shall within five (5) working days of receipt of the written grievance conduct a meeting with the aggrieved party for the purpose of attempting to resolve the grievance. The On-Duty Supervisor or designee shall notify the aggrieved party in writing of his decision within five (5) working days following the meeting. Any grievance resulting from a disciplinary investigation by the On-Duty Supervisor or designee will start at Step Two. However in the absence of the position of On-Duty Supervisor or designee, Step One shall be skipped and the beginning/initial step shall be Step Two.

Step Two:

If the grievance is not resolved at Step 1, the aggrieved employee or Union, within five (5) working days following receipt of the On-Duty 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 (ten) working 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) working days following the special meeting.

Step Three:

If the grievance is not resolved at Step 2, the aggrieved employee or Union, within five (5) working 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 (ten) working 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) working 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 disciplinary grievances will initially be filed at Step One of the grievance procedure, unless the discipline was initiated at the Chief of Police's level in which case the grievance shall start at Step Two.

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, "working 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 ~~assessment~~, oral reprimand or written censure is not satisfactorily resolved by the foregoing procedure, the Union or the City may proceed to Arbitration according to Article 25.

The issues and remedy presented at Arbitration shall be limited to those set forth in the grievance filed.

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. Said written notice is to include a written statement of the position of the Union with respect to the arbitrable issue. 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 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 and interim earnings for those days the employee would have otherwise been scheduled to perform duties for the Employer.
- 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 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. 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 off-duty which is not in violation of Federal, State, or county law or departmental policy. Off-duty coordinator or designee shall notify the Chief of Police of any change in the officers working such off-duty employment within ten (10) 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.

The Department reserves the right to approve or disapprove any off-duty employment. Final authority rests solely with the Chief of Police.

Employees working approved off-duty employment may be paid directly by their off-duty employers.

Off-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 off-duty employment.

Employees may not work off-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 off-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 off-duty employment.

- 27.2 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.
- 27.3 Employees will not be required to use their private vehicles in the performance of assigned duties.
- 27.4 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.
- 27.5 When the City is requested to provide off-duty police services, except for City sanctioned activities or operational emergencies, an employee has the right to refuse to work off-duty.
- 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 Any violation of this section by an employee will be grounds for the immediate discharge of any employee involved, and the employer, in its sole discretion, may impose selective discipline on some or all of the employees engaged in a violation of this article. Any grievance under this article that proceeds to arbitration shall involve only the fact question of whether the grievant violated the article, and the degree of discipline imposed by the Employer may not be modified by the arbitrator if a violation occurred.
- 28.4 The officers of the 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 parties intend that this Agreement shall constitute the sole source of their rights and obligations from and to each other for its term, either by specific provision, by general grant of authority, or by silence. 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, but such impact bargaining shall not serve to delay management's action 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 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.

**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 non-work areas and during non-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 | New Year's Day |
| Martin Luther King Birthday | Employee's Birthday |
| Memorial Day | Independence Day |
| Labor Day | Veteran's Day |
| Thanksgiving Day | Day after Thanksgiving |
| Christmas Day | Christmas Eve |

Floating Holiday, Members shall receive 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 in-line-of-duty illness or injury his scheduled work shift both preceding and following a holiday, and scheduled to work that holiday, 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.

34.5 An employee intending to take the Floating Holiday must notify the Chief of Police or designee at least five (5) work days 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 related matters.

The seven (7) work days off will start at the employee's option on the day of death or the day following the day of death. In the event the funeral is not conducted during the aforementioned period and provided the employee only used two (2) days or less of Bereavement Leave, the employee may be allowed to use up to five (5) days of Bereavement Leave to use at his discretion.

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 Employee Benefits Section, 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.

ARTICLE 36

(Left Intentionally Blank)

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 Representatives. 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 PBA shall annually furnish to the City with a list of the PBA Representatives, attorneys, and board members. The PBA shall update the lists when changes occur. The City may exclude individuals who do not appear on the lists furnished to the City.
- (D) 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 – Bulletin Boards

- (A) The City will continue to furnish wall space for the PBA's existing glass-encased and locked bulletin boards. PBA remains responsible for purchasing and maintaining the bulletin boards which shall not exceed 36 x 48 inches. This provision is limited to permanent City facilities where bargaining unit members are assigned.
- (B) The use of PBA bulletin board space is limited to the following notices:
 - 1. Recreation and social affairs of the PBA,
 - 2. PBA meetings,
 - 3. Reports of PBA committees,
 - 4. PBA benefit programs,
 - 5. Current PBA Contract,
 - 6. Training and educational opportunities,
 - 7. Notice and announcement of internal elections, and
 - 8. Other materials pertaining to the welfare of PBA members, excluding election campaign materials of any type or kind.
- (C) PBA membership applications and return envelopes may be attached to each bulletin board.
- (D) The PBA shall not post any material reflecting adversely on the City, or any of its officers or employees. Additionally, the PBA shall not post any material violating or having the effect of violating any law, rule, or regulation. The City shall have the right to remove such material, at which time the PBA will be notified. Such removal shall be subject to the grievance procedure contained in this agreement up to and including Step 3.
- (E) Notices posted must be dated and bear the name of the PBA's Authorized Representative.
- (F) The City may remove bulletin board privileges for repeat violations of these provisions. Removal of privileges shall be subject to the grievance procedure contained in this agreement.

37.4 – 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 guidelines maintained by the Chief of Police and the City.

37.5 – 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.

37.6 – Negotiations

- (A) The PBA may designate bargaining unit members to serve on its Negotiation Committee (~~two elected members and In-house PBA Representative~~). 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 negotiations 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.

38.4 – Verbal and Written Reprimands

If an employee is not disciplined for one (1) continuous year from the date the “Notice of Disciplinary Action” is served for a verbal or written reprimand, he may request that the verbal or written reprimand be removed from his personnel file. This request must be in writing and forwarded via chain of command to the Chief of Police. Any issue relating to whether a verbal and/or written reprimand was not properly removed from a bargaining unit employee's file, pursuant to the requirements of this article, shall be subject to the grievance procedure set forth in this agreement.

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) 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. In no case will premium pay be granted for attendance as described above.


**ARTICLE 41
DURATION**


- 41.1 This Agreement shall take effect upon ratification by the Union and approval by City Council and shall continue in full force and effect until midnight of September 30, 2023, when it shall terminate. In order to renegotiate this Agreement, written notice shall be given by either party not less than 90 days nor more than 120 days prior to the expiration date. 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.
- 41.2 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 ~~Larue Avenue~~, Edgewood, Florida 32809-3406- ; and any such notice by the City shall be addressed to the Central Florida Police Benevolent Association, Inc., a Chapter of the Florida Police Benevolent Association, Inc., 300 East Brevard Street, Tallahassee, Florida, 32301.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands this 24th day of September, 2020.

Central Florida Police
Benevolent Association, Inc.

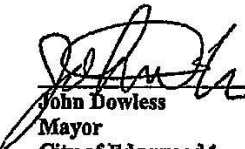

Stephen A. Micciche
Chief Negotiator
Florida Police Benevolent Association

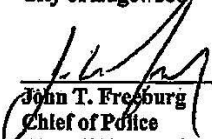

Christopher Meade
Officer First Class
Representative C.F.P.B.A.

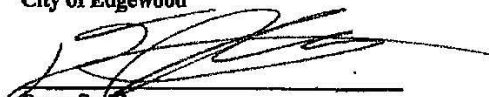

Ronald Beardslee
Officer
Bargaining Unit Member

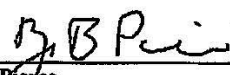

Robert Brahm
Officer
Bargaining Unit Member

City of Edgewood


John Dowless
Mayor
City of Edgewood


John T. Fresburg
Chief of Police
City of Edgewood


Drew Smith
Attorney
City of Edgewood


Ben Pierce
City Councilmember
City of Edgewood

**Edgewood Police Department
City Council Report
July 2023**

	June	July
Residential Burglaries	1	0
Commercial Burglaries	0	0
Auto Burglaries	0	1
Theft	1	1
Assault/Battery	1	1
Sexual Battery	0	0
Homicides	0	0
Robbery	0	0
Traffic Accident	11	9
Traffic Citations	159	135
Traffic Warnings	144	185
Felony Arrests	4	5
Misdemeanor Arrests	3	3
Warrant Arrests	3	3
Traffic Arrests	2	4
DUI Arrests	0	3
Code Compliance Reports	11	77

Department Highlights:

- On July 5th, Code Compliance Officer/Analyst Stacey Salemi returned to work from maternity leave and has opened 77 cases since returning.
- The Edgewood Police Department participated in Operation Southern Slow Down from July 17th through July 22nd. This traffic safety initiative is designed to unify all of Florida, Georgia, South Carolina and Alabama public safety agencies and partners. It is aimed to reduce the high number of speed related fatality and serious injury crashes.
- On July 25th the City of Edgewood lost a dearly loved resident, Ohilda Cabrera. Since the house she resided in was built in the 60's she has lived in the City and had taken care of the Officers and City staff with baked goods and meals.
- During the month of July, Officer Jesse Bird was released from his field training and started working the road as the second officer out on shift.
- During the month of July Officer Miguel Aponte completed his radar certification.
- The Edgewood Police Officers have seen an increase in off duty opportunities recently thanks to the new Chief of Police.