

ORDINANCE 2014-08

AN ORDINANCE OF THE CITY OF EDGEWOOD, FLORIDA, ENACTING AND APPROVING OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF EDGEWOOD AND THE CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION FOR THE TERM OCTOBER 1, 2014, TO SEPTEMBER 30, 2017; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

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

WHEREAS, the agreement between the City and the 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 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, 2014, to September 30, 2017.

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 All ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.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

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

PASSED AND ADOPTED this 21st day of October, 2014.

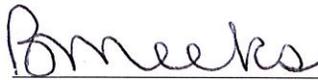
FIRST READING this 23rd day of September, 2014.

SECOND READING and adoption this 21st day of October, 2014.

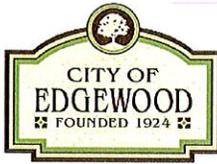


John Dowless, Council President

ATTEST:



Bea L. Meeks, MMC, CPM
City Clerk



From the desk of the City Clerk....

Bea L. Meeks, MMC, CPM, CBTO

TO: Mayor Bagshaw, Council President Dowless, Council Members Powell, Henley and Hendrix

Cc: Chris Francisco, Police Chief

DATE: October 15, 2014

RE: Collective Bargaining Agreement

In the September 23, 2014 City Council meeting, Council reviewed and considered Ordinance 2014-08 (first reading). Approval of this Ordinance provides for the enactment of the Police Department's Collective Bargaining Agreement. Following Council discussion, a Motion was made by Council Member Power, with Second by Council Member Drummond, to approve the Ordinance with the following amendment: remove "or more".

Because there were no other changes made in the Agreement, I am providing only the page that was amended. As discussed in the September 23rd Council meeting, a Memorandum of Understanding (MOU) will be signed by the appropriate parties, to allow for the amendment. When the Agreement is sent to be printed, a copy of the MOU will be provided so that the printed copy will reflect the amendment approved by Council.

The MOU was not completed at the time of this memo therefore, an executed copy will be at your dais seat at the October 21, 2014 City Council meeting, when Council will consider the second and final reading of Ordinance 2014-08.

**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.

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., hereinafter referred to as the "Union".

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. 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. 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. The use in this Agreement of the designation "he" in referring to an employee shall mean "he" or "she" wherever used.

ARTICLE 3 MANAGEMENT RIGHTS

- 3.1 It is agreed that 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 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

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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 engage in experimental and developmental projects using unit employees; 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, and the Union agrees 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;

- E. 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;
 - F. 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.
- 4.2 As used in this agreement the term probable cause shall mean: a reasonable ground to suspect that a person has committed a particular violation of 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:

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- 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.
- 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 or her 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 or her choice, who shall be present during any interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service. The employee will answer

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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), 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 or her 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 in order for the employee to secure representation. 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 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 or her employment or appointment, or be threatened with any such treatment, by reason of his or her exercise of the rights granted by this agreement.
- M. 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 may review 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 or her response if any appropriate court determines this to be lawful. 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 or 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 criminal charges 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 may be without pay.

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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 may be relieved of duty without pay. The employee may be required to remain in a relieved without pay status until a final court disposition is rendered. Said employee may use any accrued personal leave or compensatory time during this period.

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, may 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 un-purged 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.).

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.

**ARTICLE 5
SAFETY AND HEALTH**

- 5.1 The City and the Union will cooperate in the continuing objective of eliminating accidents and health hazards.
- 5.2 Employees covered by this Agreement shall not be required to use a vehicle or piece of equipment reasonably deemed unsafe. Whenever an employee covered by this Agreement determines that a vehicle or other equipment is unsafe and, therefore, unfit for service because it is a hazard to him or herself or to the public, or both, he shall immediately out of service the vehicle 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 Each sworn bargaining unit member assigned patrol division duties prior to commencing his tour of duty shall be assigned an operable portable radio.
- 5.6 No less than semi-annual firearms qualification for sworn officers will be provided by the City. Upon request, an employee shall be issued four (4) boxes of standard ammunition each annual quarter for firearms practice on an employee's own time.
- 5.7 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 There are no specific geographic locations in which employees may be required to reside.

Employees 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 in the opinion of the Chief of Police, 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 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 by alphabetical listing of their last name.

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, rank seniority shall commence on the effective date of the assigned current rank.

8.2 On a semi-annual basis, the City shall provide, at cost of reproduction established pursuant to Florida Statute 119.07(1) (s), 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.

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- 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 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.
- 8.6 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 this 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.
- 8.7 Employees will have a one (1) year probationary period. 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 This Contract includes all sworn, non-appointed members of the Edgewood Police Department. Members in the classification include Police Officer and Police Officer Sergeant. The position of Police Officer shall have a minimum base starting salary of \$18.35 hourly (\$38,168.00 annually).
- 9.2 For fiscal year October 1, 2014 to September 30, 2015 the following wage adjustments shall be made:
- Each Police Officer and Police Officer Sergeant employed on or before October 1, 2014 by the Department shall have their base pay raised by two (2) percent.
- 9.3 For fiscal year October 1, 2015 to September 30, 2016, the following wage adjustments shall be made:
- Each Police Officer and Police Officer Sergeant employed on or before October 1, 2015 by the Department shall have their base pay raised by two (2) percent.
- 9.4 For fiscal year October 1, 2016 to September 30, 2017, the following wage adjustments shall be made:

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Each Police Officer and Police Officer Sergeant employed on or before October 1, 2016 by the Department shall have their base pay raised by two (2) percent.

- 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 of their hourly rate of pay for each hour worked, after forty (40) 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 commencing October 1, 2014 will be used:

Longevity Payment Schedule:

Years of Service:	Amount:
1 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 Bargaining unit employees who are Field Training Officer's (FTO) shall be compensated at the rate of two dollars (\$2.00) for each hour they perform the duties of a Field Training Officer. This compensation shall be paid on a bi-weekly basis.

**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. In addition, management has the right to establish line-up time for officers and sergeants assigned to patrol.

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Normally, employees shall be scheduled a minimum of 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 member's biweekly payroll checks available for pickup and/or direct deposit by 1700 hours on the first Wednesday 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, line-up time, court standby time, standby time, compensatory leave, off duty attendance at grievance hearings requested by the Grievant, the Union or hearings called by a Grievance Board, 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 by sworn officers in excess of eighty-six (86) 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 Chief of Police.
- 11.4 Compensatory time earned shall be documented and shall be used at the convenience of the employer subject to the needs of the department. Compensatory time shall be used, or paid for, at the pay rate at which it was earned. At the end of sixty (60) days, compensatory time in excess of eighty (80) hours shall be paid to the employee.

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 solely within the discretion of the Police Chief or his designee.

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 employer's option.
- 12.3 Employees will receive compensation for training at their base hourly 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 employer'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 COURT TIME

- 13.1 Off-duty officers responding to legal process issued by competent legal process resulting from performance of duties will, when actually required to appear to testify in court or for State Attorney's investigation, in response to said process, intakes and depositions, 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 Police Chief; 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.
- 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 2 nd anniversary:	5 hours per pay period
Over two (2) years up to 7 th anniversary:	7 hours per pay period
Over seven (7) years up to 12 th anniversary:	9 hours per pay period
Over twelve (12) years up to 20 th anniversary:	10 hours per pay period
Over twenty years	12 hours per pay period

- 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. Approval or disapproval must be communicated to the employee no less than sixty (60) days prior to the effective date of the employee's scheduled personal leave, provided the employee submits his request not less than ninety (90) thirty (30) days prior to the scheduled effective date.
- 14.3 Employees shall continue to accrue Personal Leave while in any authorized paid leave status except for illness or injury occurring off-duty and not in the line-of-duty. 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 320.

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- 14.5 Employees leaving the employment of the City shall be paid for all accrued, but unused Personal Leave 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/her 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. 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.

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- 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.

The city shall provide all bargaining unit members with a 30 days' notice of intent to change health care plans prior to the yearly review.

**ARTICLE 19
PENSION**

- 19.1 The City of Edgewood agrees to maintain participation for bargain unit members' retirement plan within the Florida Retirement System.

**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 employees in the amount of 75% of the cost of tuition, books, and fees with two (2) or more years of service. Employees must be in good standing and attending college courses in an accredited degree seeking program as approved by the Chief in the presence of adequate funds. The course must be completed with a final passing grade of a "C" or better.

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:

- | | |
|---|---|
| 1 - Protective Ballistic Vest IIIA or higher | 5 - Duty Pants (replaced yearly) |
| 1 - Protective Traffic Vest (replaced yearly) | 5 - Short Sleeve Shirts (replaced yearly) |
| 1 - Agency Approved Issued Firearm | 1 - Long Sleeve Shirt (replaced yearly) |
| 1 - Box of Ammunition (bi-annually) | 1 - Duty Belt |
| 1 - Under Belt (duty) | 1 - Firearm Holster (SSIII) |
| 1 - Handheld Police Radio w/Holder | 1 - Raincoat |
| 1 - Set of Handcuffs w/Case | 1 - ASP Baton w/Holder |
| 1 - Taser w/three Cartridges, Holster | 1 - Flashlight w/Holder |
| 1 - Police Wallet | 1 - Glove Pouch |
| 2 - Badges (Uniform and Wallet) | 1 - Magazine Pouch |
| 1 - Chemical Agent and Holder | 1 - Baseball Cap |
| 1 - Class "A" Hat with Badge | 1 - Class "A" Tie |

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 Members of the bargaining unit shall be paid forty-five dollars (\$45.00) per month clothing allowance for uniforms and maintenance of equipment. Also, the city shall bear the cost of one pair of shoes per year for each employee from a selected vendor not to exceed the amount of \$125.00 per employee. If more than the specified amount, the employee shall be responsible for the extra cost.

**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 Probationary Police Sergeant when the Chief of Police determines an examination is needed to create an eligibility list. At least one sergeant who is a member of the bargaining unit will be selected by the 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 Probationary 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. Past two (2) years performance evaluation scores of 0 to 100.
- C. Written examination with a score of 0 to 100.
- D. The total score will be divided by 3 for a possible average score of zero to 100 for a candidate Overall Score.

- E. 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. If the Mayor approves, the Mayor shall forward the recommendation for promotion to City Council. Upon approval of City Council, the promotion to probationary sergeant shall then become effective.

- 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. Probationary Sergeants shall attend a "line supervision" course during the probationary period.

- 22.8 The actual promotion of one individual over another in any promotion shall not be subject to the Grievance Procedure.

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.
- 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 or the Union 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 ten (10) 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 ten (10) 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

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(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 (Non Disciplinary Grievance):

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.

Step Three: (Disciplinary Grievance):

If the grievance is not resolved at Step II, the aggrieved employee or Union, within five (5) working days following receipt of the Chief's decision in Step Two, may submit the grievance to the Disciplinary Appeal Review Committee. The Disciplinary Appeal Review Committee shall consist of three (3) law enforcement officers serving within Orange County. The officers shall be selected as follows:

1. The Chief of Police shall select one member and designate that member to serve as chairperson.
2. The grievant shall select one member.
3. The two committee members shall then select the third member.

The Chairman of the committee 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 chairperson of the committee is responsible for the conduct of the committee, notification of the third member, collecting all copies of the Internal Investigation Report, and calling witnesses. The committee shall review the facts pertaining to the Case, and make recommendations to the Chief of Police to concur with the original finding(s) and/or discipline, suggest modifications to the original findings(s), or request further investigation. The Chairman of the committee shall notify the Chief of Police, employee, and the union of the committee's decision, in writing, within ten (10) working days following the special meeting.

The Chief of Police shall notify the employee and the union of his decision, in writing, within fifteen (15) working days following receipt of the decision of the Disciplinary Appeal Review Committee. The Chief of Police shall review the findings and

recommendations of the Disciplinary Appeal Review Committee and make his final decision.

- 24.6 In advancing grievances, the grievant employee(s) 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. 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 Discharge of probationary police officers shall not be subject to the grievance procedure until they have successfully completed the probationary period of twelve (12) months from their date of hire. Probationary employees who are terminated during this period shall have a right to have a union representative and/or attorney present during the termination meeting upon request.
- 24.10 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.
- 24.11 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 writing at Step One.

ARTICLE 25 ARBITRATION

- 25.1 If any grievance is not resolved by the foregoing Grievance Procedure, the Union, within fourteen (14) working days after the receipt of the Mayor's decision to Step Three of a Non-Disciplinary Grievance or Step Three of a Disciplinary Grievance, 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. Within fourteen (14) working days, both parties shall jointly request a list of the seven (7) qualified arbitrators, from the Federal Mediation and Conciliation Service. The Union and the City will each strike three (3) names alternately from the list and the person remaining will be the arbitrator.

- 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. Where the Union is not a party and does not represent the grievant in the arbitration proceedings, the grievant will bear the full cost of the compensation and expenses of the arbitrator should the grievant not prevail. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services. If the grievant is not represented by the Union at the arbitration proceedings, the grievant shall be required to make a deposit of cash, money order, or certified check, to be held by the City in escrow, in the an amount equal to the full amount of the estimated arbitration costs. If there is a dispute as to the estimated costs, said dispute shall be submitted in writing to the arbitrator for resolution prior to the hearing. This deposit must be made at least thirty (30) calendar days prior to the date of the scheduled arbitration hearing. Failure to make this deposit on time will result in the cessation of the grievance/arbitration process and the decision rendered in the last step of the grievance procedure shall be final.

- 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.
- 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 Recognizing that preventative physical exams are a key element to retaining a long-term Employee. The employee shall and at the expense of the City, have a personal fitness evaluation completed annually for the betterment of the employee's health. 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. (I.e. RDV Sportsplex/Florida Hospital South). The City will NOT be privy to any test results nor will the physical 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.

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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. 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 Union acknowledges that during negotiations resulting in this Agreement, it 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. Therefore, the Union waives the right, during the term of this Agreement, to bargain collectively with respect to any subject or matter

referred to or covered in this Agreement, and it particularly waives the right to bargain over the City's exercise of any of its management's rights set forth in Article 3.

- 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 On a quarterly basis, the City shall provide, at cost of reproduction established pursuant to Florida Statute §119.07 (1) (a), 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.
- 32.4 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 (12/31)	New Year's Day (1/1)
Martin Luther King Birthday 1/19	Employee's Birthday
Memorial Day (5/25)	Independence Day (7/4)
Labor Day (9/7)	Veteran's Day (11/11)
Thanksgiving Day (11/26)	Presidents' Day (11/27)
Christmas Eve (12/24)	Christmas Day (12/25)
Floater Holiday, Employees with fifteen (15) or more years of service receive two (2) Floater Holidays	

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 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 Chief shall make the determination of whether an injury occurred in the line-of-duty.

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. It is recognized that there will be occasions when, because of the nature of duty assignments, among the employees consistent with the operational efficiency of the Department. The purpose of said rotation is to ensure that no one individual will be favored by such extra work assignments.

34.5 If an employee is off on approved in the line-of-duty 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 Chief of Police shall make the determination of whether an injury occurred in the line-of-duty.

34.6 An employee intending to take the Floater Holiday must notify the Chief of Police or designee at least five (5) work days in advance. The Floater 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) Floater Holiday each fiscal year, however, employees with 10 or more years of service receive two (2) Floater Holidays. A Floater 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) five (5) work days off without loss of regular pay to arrange and/or attend funeral services or related matters.

The five (5) 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/her 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
DURATION**

- 36.1 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, 2017, 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.

Collective Bargaining Agreement
City of Edgewood and Central Florida Police Benevolent Association
October 1, 2014 to September 30, 2017

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

ARTICLE 37
LABOR MANAGEMENT COMMITTEE

- 37.1 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.
- 37.2 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.

Collective Bargaining Agreement
City of Edgewood and Central Florida Police Benevolent Association
October 1, 2014 to September 30, 2017

Raymond Bagshaw

Mayor

City of Edgewood, Florida

Florida Police Benevolent Association, Inc.

Chief Negotiator

Christopher Francisco

Chief of Police

City of Edgewood, Florida

Officer Christopher Meade

Representative C.F.P.B.A.

Sergeant Vincent Jackson

Bargaining Unit Member

Officer Michael Fraticelli

Bargaining Unit Member