

**FRATERNAL ORDER OF POLICE (FOP)**

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

This Agreement is entered into by the City of Edgewater, Florida, hereinafter referred to as the "City" and the Florida State Lodge Fraternal Order of Police hereinafter-referred to as the "FOP" for the purpose of promoting harmonious relations between the City and the FOP, to establish an orderly and peaceful procedure, to settle differences which might arise and to set forth the basic and full Agreement between the parties concerning conditions of employment. The term "Designated City Representative", hereinafter "DCR", shall mean the City Manager or his appointed representative. The masculine gender shall include the feminine gender and the feminine shall include the masculine unless the context requires otherwise.

**ARTICLE 1**  
**RECOGNITION**

The City hereby recognizes the Florida State Lodge Fraternal Order of Police as the exclusive bargaining representative for all full time Police Department Personnel in the following job titles as defined in Public Employees Relations Commission Certification 1758: Administrative Secretary, Lead Records Clerk, Records Clerk, Police Officer, Police Sergeant, and Evidence Technician.

This Agreement excludes the Police Chief, Deputy Chief, Police Lieutenant, Command Staff and all other employees of the City of Edgewater not listed in the above inclusions.

## ARTICLE 2

### EMPLOYEE NON-DISCRIMINATION RIGHTS

The parties agree not to interfere with the right of any employee covered by this Agreement to become a member of the FOP. There shall be no discrimination against any employee covered by this Agreement by reason of race, creed, color, national origin, sex, FOP membership or activity or lack of FOP membership or activity.

Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy, including the grievance procedure, without representation of the FOP. All grievance or arbitration request shall be presented to the FOP representative prior to processing. Further, nothing contained in this Agreement shall foreclose any employee from discussing a work related problem directly with his immediate supervisor or other departmental officials without the intervention of the FOP, provided that the immediate supervisor or other departmental officials agree to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

### ARTICLE 3

#### MANAGEMENT RIGHTS

1. The FOP recognizes that it is the function of management to determine and direct the policies and mode and method of providing its services without any interference in the management and conduct of the City's operation on the part of the FOP or any of its representatives.

2. The City shall continue to exercise the exclusive right to take any action, not in conflict with provisions of this Agreement, or in conflict with state or federal law, which it deems necessary or appropriate in the management of its operations and the direction of its work force.

The City expressly reserves all rights, power and authority customarily exercised by management, which the City has not expressly modified or deleted by express provisions of this Agreement. Nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its own discretion in determining whom to employ, and nothing shall be interpreted as interfering in any way with the City's right to alter, rearrange, change, extend, limit or curtail its operation or any part thereof unless specifically addressed in this Agreement. Without limiting the provisions of Sections 1 and 2 hereof, but in order to clarify some of the more important unilateral rights retained by management, the City shall have the following unilateral management rights, unless such rights are specifically limited and in direct conflict with this Agreement.

(a) To determine the size and composition of the work force, including the number and composition of employees assigned to any particular operation, shift or turn consistent with safe practices as determined by the Police Chief.

- (b) To determine the number and type of equipment, vehicles, materials, and supplies to be used, operated, or distributed consistent with safe practices as determined by the Police Chief.
- (c) To hire, rehire, promote, lay-off and recall employees.
- (d) To reprimand, discharge or otherwise discipline an employee for just cause.
- (e) To evaluate by written performance evaluations, maintain, and/or improve the efficiency of employees.
- (f) To create, abolish, or change job classifications and to maintain job descriptions consistent with the job titles set forth in Article I.
- (g) To determine the assignment of work, and to schedule the hours and days to be worked on each job and each shift, unless contrary to a specific provision of this Agreement.
- (h) To discontinue, temporarily or permanently, in whole or part, its operations, and to transfer or assign all or any part of its operation to new facilities.
- (i) Consistent with the Americans with Disabilities Act, to require an employee, at the City's expense by a physician designated by the City, to take a physical examination on an annual basis or more frequently if the City has cause to believe there is a health problem, which must be reduced to writing and given to the employee. The employee, at his own expense, may obtain a second opinion by a physician of his choice. In case of conflict with the original medical

examination, a third medical examination may be requested by the City at the City's expense by a physician designated by the City. The results of any examination shall be placed in a separate medical file.

(j) To test employees for the use of alcohol, illegal drugs and/or controlled substances when there is reasonable cause in accordance with Article 34.

(k) Pursuant to the provisions of Article 25, to make or change rules, policies and practices.

(l) To determine work schedules, work cycles, starting and quitting times and the number of hours and shifts to be worked, unless contrary to a specific provision of this Agreement.

(m) To introduce new, different or improved methods, means and processes of conducting the operations, transportation, maintenance and service of the City.

(n) In compliance with the promotional requirements established in Article 18, to determine the qualifications for positions in the City.

(o) To determine the work to be performed during the employee's regular work day and require that all work be performed in a satisfactory and professional manner.

(p) To assign overtime work, unless contrary to a specific provision of this Agreement.

The City reserves and retains in full and completely any and all management rights, prerogatives and privileges, except to the extent that such rights, prerogatives and privileges are specifically limited by some express provision of this Agreement.

The City's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

The City, subject to Florida law, has the sole authority to determine its purpose and mission and the amount and allocation of the budget.

If, in the sole discretion of the City, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricanes or other weather conditions or similar catastrophes, any or all non-economic provisions of this Agreement may be suspended during the time of the declared emergency.

It is agreed that it is not possible to enumerate every incidental duty connected with a particular position in a job description, and accordingly, at the discretion of the City employees may be required to perform duties not within their specific job descriptions which are reasonably related to their job or the mission of the employees' department.

## **ARTICLE 4**

### **STRIKES AND LOCKOUTS**

The FOP and the City agree that Sections 447.505 and 447.507, Florida Statutes, shall govern their relations regarding the prohibition of strikes.

## ARTICLE 5

### PERSONNEL RECORDS

The City shall recognize only one official personnel file, which shall be maintained by the Personnel Director in City Hall. Each employee covered by this Agreement shall have the right to inspect his official personnel file, provided, however that such inspection shall take place at a reasonable time and may require an appointment, under the supervision of the records custodian. The employee shall have the right, at his own expense, to make duplicate copies of any item contained in his official personnel file.

Employees covered by this Agreement shall have the right to file a written response to any document, which is placed in the employee's official personnel file. Any such written response shall be included in the employee's official personnel file and attached to the original document. Documents placed in the official personnel file shall follow the chain of command.

The City will comply with Chapter 119, Public Records Law when allowing the review of any employee's official personnel file. The City will notify the employee when such a request has been filed. To the extent permitted by law and in order to protect the privacy and promote the safety of individual police officers, the City agrees not to directly or indirectly furnish the news media or the public with the employee's home address, telephone number or photograph and any other information that is exempt by law.

## ARTICLE 6

### HOURS OF WORK AND OVERTIME

The following provisions shall govern hours of work and overtime:

A. Forty (40) hours or forty-two (42) hours for those assigned to twelve (12) hour shifts, shall constitute a normal workweek for an employee covered by this Agreement. Nothing herein shall guarantee any employee payment for a forty (40) or forty-two (42) hour workweek unless the employee actually works forty (40) or forty-two (42) hours, or his actual hours worked and his authorized compensated leave totals forty (40) hours or forty-two (42) hours.

The Patrol Division shall work twelve (12) hour shifts. There may also be a swing shift units assigned with various starting times to cover peak hours, special assignments and or shift changes. There shall be two (2) squads assigned to the day shift and two (2) squads assigned to the night shift. The day and night squads shall rotate assignments every four (4) months with the exception of any officer that needs to be moved for rebalancing of the squads. No officer will be assigned to more than one double rotation in a given 12 month period without their written consent. Officers may formally request in writing to the Chief to remain on their present assignment without rotating. This shall be considered when two (2) officers, with equal positions, agree to exchange their assignments. The request shall be signed by both officers and submitted to the Chief 30 days prior to scheduled rotation. The Chief shall consider all request prioritized by required certifications and training in an effort to balance the squad and then by seniority. Shift work schedules (*i.e. 2 day weekends or 3 day weekends*) will be determined by the Employee-Management Committee with changes commencing at the beginning of pay

cycles. Personnel will be provided appropriate notice prior to commencement of any change to shift work schedules.

B. Non-exempt employees, shall be compensated at the rate of time and one-half the employee's regular straight time rate or compensatory time off at a rate of one and one-half hours for each hour worked in excess of forty (40) or forty-two (42) during a week, averaged per fourteen (14) day work cycle, as determined upon agreement between the employee and Department Head prior to the hours being worked. \*Sick and PTO leave shall not be considered productive hours worked for overtime purposes.

C. If a non-exempt employee covered by this Agreement is called back to work outside his scheduled working hours, he shall receive a minimum of three (3) hours pay at the rate of time and one-half his regular straight time rate. This section shall not apply to work scheduled outside of regular working hours for which the employee has advance notice, but is intended to compensate employees who are unexpectedly called back to work. However, this section shall apply to required off duty appearances such as a subpoenaed witness in the Federal, Circuit, or County Courts on pending criminal, civil, or traffic cases where the employee is involved as a witness in his official capacity or as the arresting officer and/or investigating officer. If an employee is ordered to return to work by the Chief or designee on a scheduled vacation leave day and it is not a declared emergency, the employee shall be compensated at a rate of time and one-half the employee's regular straight time rate for the period they have been ordered to work for said period.

D. No City official shall take action to cause the non-payment of time and one-half when the employee has performed work, which entitles him to such payment.

E. Employees shall be given seven (7) days notice of any permanent change in their regular hours of work. Except in emergency situations, the City will avoid scheduling an employee to work continuous shifts. If an employee is not notified seven (7) days in advance of a shift change, except in emergencies, he shall receive one and one-half times the straight time hourly rate for the next assigned shift.

F. A shift work schedule will be posted showing the schedule for a period of two (2) months and will be posted with seven (7) day advanced notice.

G. Department meetings will be held on officer's duty time, if possible, for the purpose of conveying policy changes and operating procedures or the discussion of anything pertaining to the operation of the Edgewater Police Department. If meetings are held during a non-exempt officer's off-duty hours, she shall receive a minimum of two (2) hours pay at the rate of time and one half his regular straight time rate. In lieu of overtime compensation, a bargaining unit member may request and receive "compensatory time" equal to one and one-half (1 ½) times actual hours worked.

H. At no time are reserve officers or C.A.P. officers are to be used to replace the duties or functions of regular full time officers unless all other possibilities have been exhausted. This shall include special events.

I. Each shift will have the appropriate staffing to provide safe working conditions for the public and on-duty personnel.

J. Detectives shall be scheduled for duty based on forty-two (42) hours per week.

K. Members participating in the Platoon System shall include only Police Officers, and Police Sergeants. All positions participating in the Platoon System will work twelve (12) hour shifts in two teams. The hours of work for Team A will be 0600 hours to 1759 hours. The hours of work for Team B will be 1800 hours to 0559 hours.

L. Employees participating in the Platoon System shall be paid bi-weekly, the platoon system employees will work eighty-four (84) hours in a fourteen (14) day cycle. All productive hours worked in excess of eighty-four (84) during the fourteen (14) day cycle shall be compensated at the rate of time and one-half the employee's regular straight time rate. Sick \*and PTO leave shall not be considered hours worked.

M. Those employees working the platoon system shall receive shift differential pay in the amount of fifty (.50) cents per hour for only the hours worked whose regular scheduled shift starting time is 1500 hours and after.

\* Article amended through Memorandum of Understanding approved by City Council August 18, 2014.

## **ARTICLE 7**

### **MILEAGE ALLOWANCE**

Any employee who has received authorization from the Police Chief or his DCR to use his private automobile in the performance of his official City duties will be compensated by the City at the rate authorized by the Current IRS rate. The employee shall not accept any other compensation and/or fees from another entity. If said employee receives compensation from another entity, the employee shall turn compensation over to the City.

## ARTICLE 8

### DISCIPLINARY ACTION/INVESTIGATION

No employee shall be discharged or disciplined except for just cause. In the event an employee is discharged, suspended, or demoted, the City will furnish the employee with written notification of the discharge, suspension or demotion. This notification shall be hand delivered to the employee prior to its effective date or sent by certified mail, return receipt requested, to the employee at the address in the employee's official personnel file. Upon request, any employee may obtain a copy of any written and/or taped statement given to the City or Police Department in connection with any contemplated disciplinary action.

Any employee under formal investigation shall have the right to be represented at his own expense by counsel or any other representative of his choice who shall be present at all times while the employee is being questioned relative to the alleged misconduct. Whenever any employee under investigation is subject to interrogation by the Department for any reason that could lead to disciplinary action, such interrogation shall be conducted pursuant to Florida Statutes Chapter 112. Questions shall be limited to the circumstances surrounding the allegations, which are the subject of the investigation.

In the cases where the City chooses to relieve an employee from duty pending an investigation or other administrative determination, the following shall apply:

A. The employee may be placed on paid administrative leave and shall be given written notification of the reason for the suspension.

B. At the end of the suspension period the employee shall, either be reinstated, terminated, or disciplined.

C. Should the disciplinary action include time off without pay, any period of suspension without pay pursuant to Paragraph A above shall be considered in the disciplinary action.

D. In the event an appeal is entirely successful for the employee, no documentation of said matter shall remain in the employee's personnel file, except to the extent required by the Public Records Act (F.S.119). In the event a decision of finding of equal responsibility by both parties is rendered by the DCR/Arbitrator, all documents may remain in the personnel file.

E. Any non-discipline document, which is over one (1) years old, shall not be used as part of progressive discipline. Additionally, any discipline document which is over three (3) years old, shall also not be used as part of progressive discipline.

**ARTICLE 9**  
**INSURANCE**

The City agrees to furnish Bargaining Unit members a health and dental group insurance plan. For non-supervisory employees hired prior to January 10, 2005, the City agrees to pay the entire amount of the health insurance premium for the Bargaining Unit member and fifty percent (50%) of the health insurance premium for their dependents. Non-supervisory employees hired after January 10, 2005 will have the opportunity to purchase dependent health insurance coverage. The City agrees to pay 50% of all dental coverage for non-supervisory employees. The City agrees to pay the entire amount of the health insurance premium for the Bargaining Unit Supervisor and seventy-five percent (75%) of their health and dental dependant coverage.

The City shall provide life insurance coverage for all employees covered by this Agreement in an amount equivalent to one year's base salary rounded up to the next thousand dollars.

The City shall provide \$50,000.00 Accidental Death, \$50,000.00 Fresh Pursuit, \$150,000.00 Intentional Death for all officers, and a long-term disability plan for all employees.

## ARTICLE 10

### LEAVE OF ABSENCE

The Police Chief may grant an employee a leave of absence for a period not to exceed thirty (30) days. Leaves of absence for a period in excess of thirty (30) days shall be approved by the DCR. Any approved leave of absence shall automatically be terminated when the employee obtains ~~full-time~~ employment elsewhere.

Holidays, sick leave, vacation leave, and any other benefit based on time spent in the employ of the City shall not accrue during a leave of absence. Any salary increases for which an employee would have become eligible based in whole, or in part, on length of service with the City shall not be credited during any period of leave of absence. A leave of absence may only be granted after the employee has exhausted all of his sick, vacation and floating holidays accrual. During a leave of absence an employee shall be given the opportunity to continue existing insurance coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (hereinafter COBRA), and any amendments hereto.

**Military Leave:** Any employee who is a member of the National Guard or an organized military or naval reserve unit of the United States will be allowed a maximum of twenty (20) days leave of absence with pay in any one annual period the employee is engaged in training ordered under the provisions of the United States military or naval training regulations. During such period of leave with pay the employee's benefits shall continue uninterrupted. Administrative leaves of absence for additional or longer periods of time for assignment to duty functions of a military character shall be without pay unless the employee has a sufficient

amount of accrued time and shall be granted by the City and when so granted shall be without loss of time or efficiency rating.

**Family and Medical Leave:** Pursuant to the Family and Medical Leave Act of 1993, upon request, employees with at least twelve (12) months of service who have worked an average of more than twenty-four (24) hours per week over the preceding twelve (12) months (1,250 hours), will be granted family medical leave of absence for up to a maximum of twelve (12) weeks in any twelve (12) month period for childbirth, adoption of a child, or a serious health condition of the employee or his/her immediate family member (spouse, parent, child). The City will determine the amount of leave available for an eligible employee by using a "rolling" twelve (12) month period measured backward from the date an employee uses any such leave. The procedure to be followed in requesting family and medical leave and any additional requirements shall be as set forth in the City's Personnel Policy and Procedure Manual, and as that document may from time to time be amended.

## ARTICLE 11

### INJURIES

#### Duty Related Injury

An employee who is temporarily disabled in the line of duty shall be permitted to take compensated leave in addition to workers' compensation benefits for the period of his disability; however, in no case shall the total amount paid for both workers' compensation and compensated leave exceed the amount of wages to which the employee would have been entitled had the injury not occurred, subject, however, to compliance with all of the following conditions:

A. The disability must have resulted from an injury or an illness directly related to or sustained in the performance of the employee's work. The City's determination as to whether the disability is work related shall be governed by the provisions of Chapter 440, Florida Statutes.

B. The DCR, in his discretion, may utilize the services of a physician to determine whether an employee claiming a disability is physically and/or mentally able to continue working or to return to work.

C. The injured employee will remain on workers' compensation status, not to exceed six hundred (600) hours (nine hundred (900) hours for those on Platoon System). If, as a direct result of the continuation of the disability involved, the employee is unable to return to work at the end of this time period, the employee may petition the DCR requesting that the employee be carried beyond the established time period.

D. The City agrees that any employee injured on the job or who suffers a job related illness shall be paid for a full day if his treating physician advises that he could not or should not return to work.

**Non-Duty Related Injury**

In the event the DCR, in consultation with the Police Chief, determines that a non-duty related disability exists, the following shall apply:

A. If the disability can be corrected, the DCR, in consultation with the Police Chief, may permit the employee to continue with his normal duties, reassign the employee to other duties with the Police Department, or temporarily remove the employee from City service. Should the employee be temporarily removed from City service during the period of time specified for correction of his disability, the employee may utilize his sick leave, vacation leave or request a leave of absence without pay for the correction period.

B. If the disability cannot be corrected, the DCR in consultation with the Police Chief, will attempt to place the employee in another City position, which in DCR's discretion, the employee can perform satisfactorily. Nothing herein shall require the DCR to create a position for the employee. If the DCR determines that the employee cannot be placed in another position, the employee chooses not to accept the position offered, or the DCR in consultation with the Department Head involved determines that the employee is not satisfactorily performing in the new position, then the employee shall be afforded an opportunity to resign thereby retaining any benefits to which he would otherwise be entitled.

## **ARTICLE 12**

### **SICK LEAVE**

Employees hired prior to October 1, 2013 will remain with sick leave as a benefit granted by the City to provide employees with reasonable time off during periods of personal or family illness without loss of pay, and shall be used for those purposes.

Sick leave will be earned at the rate of eight (8) hours per month for forty (40) hour workweek employees and twelve (12) hours per month for forty-two (42) hour workweek employees. Probationary employees will only be entitled sick leave after completion of three (3) months of service and under extraordinary circumstances authorized by the Police Chief. Sick time shall accumulate up to a maximum of three hundred twenty (320) hours for forty (40) hour workweek employees and four hundred eighty (480) hours for forty-two (42) hour workweek employees. After an employee accumulates the maximum sick leave (either 320 or 480 hours as applicable), the employee shall be paid additional pay each month for those sick leave hours accrued in excess of the maximum as long as the employee does not use any sick leave during such month. If however the employee uses any sick leave after accumulating the applicable maximum sick leave, the employee must restore the accumulated sick leave to the maximum again before the employee shall be eligible for any additional pay.

Employees hired prior to October 1, 2013 and upon termination of employment, except for the commission of a criminal act as determined by the DCR, an employee with a minimum of five (5) years service with the City who resigns in good standing or retires under the provisions of the City's pension plan shall be entitled to a lump sum payment of 100% for any unused accrued sick leave. An employee with less than five (5) years service with the City who resigns

in good standing, shall be entitled to a lump sum payment at the rate of two (2) hours of sick leave for one (1) hour of pay. Regardless of years of service with the City, in the event of death, the employee's beneficiary shall be entitled to 100% of any unused portion of accrued sick leave. The payment shall be determined by using the rate of pay received by the employee at the time of termination.

For those employees participating in the Platoon System a day will be considered to be twelve (12) hours.

Personnel calling in sick will call in at least one (1) hour before going on shift, if possible. Employees may use their accrued sick leave for illness in the immediate family or donate it to any City employee who has an emergency or long-term illness. Immediate family is defined as: spouse, co-habitant, parents, grandparents, children, grandchildren, brothers, sisters, stepchildren, and stepparents of either the employee or spouse.

An employee who calls in without the prior approval of the Police Chief to report he will not be at work that day cannot charge it as a day of vacation or a floating holiday, unless he has no sick leave accumulated.

**ARTICLE 13**

**VACATION/PTO**

Employees hired prior to October 1, 2013 and covered by this Agreement shall be entitled to the following annual vacation leave with pay, based on the number of years of service with the City:

Employees working forty-hour work weeks

Less than 1 year	0 hours
1-4 years	96 hours
5-10 years	144 hours
11 years	192 hours
12 years	200 hours
13 years	208 hours
14 years	216 hours
15 years	224 hours
16 years	232 hours
17 years and over	240 hours

For employees working forty-two hour work weeks

Less than 1 year	0 hours
1 to 4 years	144 hours
5 to 10 years	216 hours
11 years	288 hours
12 years	300 hours
13 years	312 hours
14 years	324 hours
15 years	336 hours
16 years	348 hours

17 years

360 hours

A. No employee shall be entitled to vacation leave without having first completed a full year's employment. Upon completion of one (1) year's employment with the City, an employee who works a forty (40) hour week shall be credited with ninety-six (96) hours of vacation leave; an employee who works a forty two (42) hour week shall be credited with one hundred forty-four (144) hours of vacation leave. Subsequent to the completion of one year's employment, the employee shall accrue vacation leave on a bi-weekly basis. Every employee is to physically take at least one (1) uninterrupted week off annually for vacation. The Police Chief shall make the final decision as to how many employees may be on vacation at the same time.

B. Vacation leave accrued, but not used, within any given anniversary period may be carried over and accumulated. Employees working twelve (12) hour shifts may accumulate vacation leave up to a maximum of seven hundred twenty (720) hours. Those employees working eight-hour shifts may accumulate vacation leave up to a maximum of ~~four hundred eighty (480)~~ 500 hours.

C. In lieu of taking vacation leave, vacation leave may be cashed in an amount equal to one-half (1/2) of that accrued within the current anniversary period, at the employee's discretion throughout the fiscal year as long as the employee submits the appropriate form to the Police Chief no later than June 1 for payment in the forthcoming fiscal year. The exchange of vacation leave for cash cannot exceed the amount submitted. Payment will not be allowed if the employee fails to submit this form prior to June 1. The amount of compensation shall be determined by using the employee's hourly rate at the time the vacation leave is cashed in.

D. Upon termination of employment, except for the commission of a criminal act as determined by the DCR, an employee is entitled to a lump sum payment for any unused portion

of accrued vacation leave. The payment shall be determined by using the rate of pay received by the employee at the time of termination.

E. For those employees participating in the Platoon System, a day will be considered to be twelve (12) hours. For all other employees covered by this Agreement, a day will be considered to be eight (8) hours.

F.. Employees hired after October 1, 2013 and covered by this Agreement shall be entitled to Personal Time Off (PTO) based on their anniversary date and the number of years of service with the City found on the below PTO chart. PTO is accrued on a bi-weekly basis and the employee will be entitled to use it at the completion of one (1) year's employment. Every employee is to physically take at least one (1) uninterrupted week off annually and the Police Chief shall make the final decision as to how many employees may be on leave at the same time. Employees will be entitled to 24 hours of their PTO after completion of six (6) months of service for extraordinary circumstances authorized by the Police Chief.:

Employees working a forty hour work week

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Less than 1 year	<del>40</del> hours
1 – 5 years	144 hours
6 – 14 years	192 hours
15 years and over	240 hours

Employees working a forty-two hour work week

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Less than 1 year	<del>60</del> hours
1 – 5 years	216 hours
6 – 14 years	288 hours
15 years and over	360 hours

1. ~~Personal Time Off~~PTO days are days ~~on~~ which an employee may be absent from the job and still receive his regular wage. ~~Personal time off~~PTO, other than for emergencies, illness, etc., shall be requested as provided for in this section and as far in advance as possible.
2. PTO accrued, but not used, within any given anniversary period may be carried over and accumulated. Employees working eight (8) hour shifts may accumulate PTO leave up to a maximum of 500 hours. Those employees working 12 hour shifts may accumulate PTO leave up to a maximum of 720 hours.
3. PTO accruals have no cash value upon resignation, termination, or retirement.
4. PTO will not count towards hours worked for overtime purposes when not scheduled at least 72 hours in advance..

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~~\* PTO will not count towards hours worked for overtime purposes.~~

~~PTO not used shall be placed into a Prolong Sick Leave Bank and may be utilized for time needed due to a prolonged sickness/injury as determined by a medical professional and authorized by the Police Chief and approved by the Personnel Director or other circumstances approved by the City Manager. The Prolong Sick Leave Bank has no cash in value and shall have a maximum accumulation of 546 hours.~~

Regardless of years of service with the City, in the event of death or permanent disability resulting from activity determined not to be criminal wrong doing by the employee, the employee or the employee's beneficiary shall be entitled to 100% of any unused portion of PTO accruals ~~and accrued Prolong Sick Leave Bank~~ at the employee's current hourly rate of pay.

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Employees may donate their available PTO to any City employee who has an emergency or long-term illness based on current value of donated employee's hourly rate of pay.

~~\* Article amended through Memorandum of Understanding approved by City Council August 18, 2014.~~

## ARTICLE 14

### HOLIDAYS

The City will recognize the following as paid holidays:

New Years  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Day

A. If a holiday falls on a Saturday, the holiday will be observed on the Friday before the holiday. If the holiday falls on a Sunday, the holiday will be observed on the Monday following the holiday.

B. For those employees participating in the Platoon System, if the actual holiday falls on an employee's off duty day, he shall either receive an additional day's compensation paid at his regular rate of pay or may request a day off to be scheduled with the Chief. The day off must be taken within a twelve (12) month period.

C. For those employee's participating in the Platoon System, if the actual holiday falls on an employees on duty day, he shall be compensated at the rate of time and one-half his regular rate of pay for all hours worked on the holiday in addition to his holiday pay. In lieu of receiving his holiday pay, the employee may request a day off, to be administered as a "floating holiday", to occur within a twelve (12) month period.

D. In order to be eligible for holiday pay an employee must work both his last scheduled workday before the holiday and the first scheduled work day after the holiday unless the absence is due to compensated leave.

E. For those employees participating in the Platoon System, a day shall be considered to be twelve (12) hours.

Each employee hired prior to October 1, 2013 shall be entitled to four (4) floating holidays with pay per year, which must be taken within their anniversary year. Employees shall not receive pay in lieu thereof. Floating holidays shall be scheduled with the approval of the Police Chief.

## ARTICLE 15

### BEREAVEMENT LEAVE

A. When a death occurs in the immediate family of an employee, that employee shall be granted bereavement leave without loss of pay as follows: up to three (3) days within Florida and up to five (5) days outside of Florida. The employee must provide proof of death and proof of travel for all five (5) day outside of Florida Bereavement Leave. Additional time may be taken by the employee, with approval of the Police Chief or his DCR, as vacation leave, floating holiday, sick leave, a leave of absence without pay or a day off without pay.

B. Immediate family shall mean: spouse, co-habitant, parents, mother-in-law, father-in-law, grandparents, children, grandchildren, brothers, stepbrother, sisters, stepsister, stepchildren, and stepparents of either the employee or spouse. If the employee was raised by someone other than one of the above named, he may request the leave in the event of the death of that individual.

C. The City has the right to request a verification of the death.

## ARTICLE 16

### VOTING

During a primary, general, or special election, an employee who is registered to vote and whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose.

## ARTICLE 17

### SENIORITY, LAYOFFS AND RECALL

A. The City agrees that seniority shall consist of continuous accumulated paid service with the City and shall be computed from the date of full-time employment as a law enforcement officer. Seniority shall accumulate during leaves of absence due to job related injury, illness, vacation, or paid leave of absence authorized by the DCR. Seniority shall be considered in the scheduling of vacations. In the event of a vacancy in any division, unit, shift, or promotional vacancy, seniority will be given reasonable consideration, but will not be a determining factor.

B. In the event of the need for a reduction in the work force employees shall be laid off in inverse order of seniority within their classifications. An employee affected by a lay off shall be entitled to "bump" into a lower classification if the employee is senior to the employee in the lower classification.

C. Employees will be recalled in inverse order of lay off provided the employee has the qualifications to perform the job at the time of recall. The City further agrees that no new employees will be hired until all qualified employees who have been laid off for less than twelve (12) months have been given an opportunity to return to work. Employees shall be notified of their recall by letter sent certified mail, return receipt requested, to the address in their official personnel file and shall be given fourteen (14) working days from receipt of the letter to return to work.

**ARTICLE 18**  
**PROMOTIONS**

A. Whenever a budgeted promotional vacancy exists in a Sergeant classification and an eligibility list exists, the City shall promote an employee to fill such vacancy within thirty (30) days. If no eligibility list exists at the time a budgeted promotional vacancy occurs, the City shall establish a new eligibility list and fill vacancy within one hundred twenty (120) days of certification of the list by the Police Chief. The budgeted vacancy shall be filled from the new eligibility list. An eligibility list shall remain in effect for a period of one (1) year. This period may be extended if all parties agree in writing during a mutually agreed meeting, date and time if no other applicants are eligible.

B. The City will announce promotional examinations at least forty-five (45) days in advance of said examinations, which shall be administered by a Law Enforcement Testing Company or recognized expert, which is mutually agreed to between the City and the FOP. The City shall supply for the study material from which the examination is drawn to all employees who are eligible to take the said examination.

C. In order to be eligible to take the Sergeant's examination an employee must have a minimum of ~~five (5)~~ three (3) years' experience as a law enforcement officer with at least one (1) year of continuance service being with the City of Edgewater as a law enforcement officer. ~~A "law enforcement officer" is any individual who is certified by the State of Florida Police Standards and Training Commission as a full time police officer.~~

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D. Employees will be placed on an eligibility list resulting from a certified examination with the following components:

- |                      |     |
|----------------------|-----|
| 1. Written Test      | 60% |
| 2. Oral Examinations | 40% |

Employees must score an unweighted/uncurved 70% or higher on the written test to move onto the oral exam. The number of scenario questions will be determined by the testing company as agreed upon in section B.

E. Members of the oral board will be appointed by mutual consent of the City and the FOP. The number of board members shall consist of three (3) to five (5) persons who are not members or employees of the City of Edgewater.

F. The promotional probationary period shall be six (6) months. The probationary period may be extended no more than ninety (90) days at the discretion of the Police Chief.

G. Any employee promoted shall receive a salary increase equivalent to the greater of the minimum salary for that classification as determined by the Police Chief in accordance with City policy.

H. Education points will be awarded to candidates for college courses. Education points will be calculated at ½ point per fifteen (15) credit hours earned. Credits will be capped at one hundred twenty (120) credit hours for four (4) points. An additional one (1) point will be awarded for a Master’s degree. Seniority points will be awarded to the officer for time served on the Edgewater Police Department. Seniority points begin accumulating from the date of hire and will be capped at twenty (20) years of service for a total accumulation of four (4) points. One (1) point for every five (5) years served. No fractions will be awarded for time period less than the

five (5) year markers. Education and Seniority points will be added after the final exam scores of each candidate have been calculated.

I. The Chief shall have the rule of three (3) as all passing scores shall be ranked and the Chief can pick anyone from the top three (3).

J. The Command Staff positions will be an appointed rank within the Edgewater Police Department. The manner of the appointment to be determined in accordance with current City policies and procedures.

## **ARTICLE 19**

### **BULLETIN BOARD**

Where City bulletin boards are available, the City agrees to provide space on such bulletin boards for FOP use. Where bulletin boards are not available, the City agrees to allow the FOP to place bulletin boards in locations within the Police Department mutually acceptable to the Police Chief and the FOP.

## ARTICLE 20

### DUES DEDUCTION

Upon receipt of a written authorization from an employee covered by this Agreement, the City will deduct from the employee's pay each pay period the amount owed to the FOP for dues. No authorization shall be allowed for collection of fines, penalties or special assessments. The City shall remit monies collected to the Secretary-Treasurer of Florida State Lodge Fraternal Order of Police, 242 Office Plaza, Tallahassee, FL 32032 his or her designee, of the FOP monthly. The City remittance will be deemed correct if the FOP does not give written notice to the City within thirty (30) calendar days of a remittance of its belief that the remittance is incorrect. It shall be the responsibility of the FOP to notify the City Manager or his designee in writing of any change in the amount of dues to be deducted. The City shall have thirty (30) days from receipt of such notice to implement the change.

The FOP shall indemnify the City and hold the City harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the City for complying with any of the provisions of this Article. If there is an amount in excess of what is authorized by this Agreement, the employee affected shall seek recourse with the FOP and not the City.

An employee may revoke his authorization for deduction of dues provided the employee gives thirty (30) days written notice to the City and the FOP. Upon receipt of such notification, the City shall terminate dues deduction on the pay period immediately following the expiration of the thirty (30) day notice period.

No deduction shall be made from the pay of an employee for any pay period for which the employee's net earnings for that pay period are less than the amount of dues owed. Net earnings shall mean earnings after the required deductions for federal taxes, social security, pensions, credit unions, dental, health, and life insurance.

## ARTICLE 21

### FRATERNAL ORDER OF POLICE REPRESENTATIVE

The FOP shall be represented by its President or his designee. It shall be the responsibility of the FOP to notify the City Manager in writing of any change in the FOP designation.

A. The FOP employee representative or his designee shall be permitted to attend without loss of pay, the City Council meeting where final action is scheduled to be taken regarding this Agreement.

B. When negotiating sessions are held during the regular work day the FOP employee representative, or his designee shall be permitted to attend the meeting without loss of pay so long as it does not cause a manpower shortage or incur the City any overtime to replace the FOP representative.

C. The authorized FOP representative and the FOP employee representative or his designee shall be permitted reasonable access for reasonable periods of time to Police Department work locations to handle specific grievances and matters of interpretation of this Agreement. The exercise of such access rights shall not interfere with the functioning of the work place.

D. To the extent authorized by law, the City will provide the FOP on an annual basis with a complete roster of the bargaining unit including name, rank, and current pay rate.

E. The members of the bargaining unit shall have the right to contribute up to 12 hours of vacation or compensatory time to the FOP Time Pool twice a year (October and April). The Chief of Police or his designee shall have the discretion to grant or deny use of pool time if in his opinion the use of such time shall decrease or limit the conducting of department business.

The use of the FOP Time Pool is subject to written approval by the FOP Representative or designee and the Chief of Police or his designee. The request of and use of the FOP Time Pool shall be made by the FOP Representative or designee and shall only be use for FOP business such as attending city meetings, the handling of grievances and the attending of FOP seminars and other State FOP meetings and conferences.

## ARTICLE 22

### EMPLOYEE-MANAGEMENT COMMITTEE

There shall be an employee-management committee consisting of the City Manager, the Police Chief and two members of the Bargaining Unit as determined by the Bargaining Unit members, plus the State FOP Representative. The employee-management committee shall meet as needed on dates mutually agreeable to the participants. Upon proper notification by the FOP a meeting shall be scheduled within fourteen (14) days of said notification. The sole function of the committee shall be to discuss general matters pertaining to employee relations and departmental operations. The committee shall not engage in collective bargaining or resolution of grievances. Employees attending committee meetings outside of scheduled working hours shall not be compensated for the time spent in such meetings. However, if the meetings are held during a committee member's scheduled working hours, the employee shall be allowed to attend without loss of pay. An employee shall notify their supervisor of any meetings to be held during scheduled working hours.

## ARTICLE 23

### INTERNAL INVESTIGATIONS AND OBLIGATIONS TO THE PUBLIC

The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which the employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and that out of such contacts and relationships, questions and complaints may be made concerning the actions of employees covered by this Agreement. Investigation of such questions and complaints must necessarily be conducted by, or under the direction of, departmental supervisory officials whose primary concern must be the security of the City and the preservation of the public interest.

In order to maintain the security of the City and protect the interest of citizens, the parties agree that the City has the right to conduct investigations of citizens complaints and matters of internal security; provided, however, that any investigation/interrogation of any employee covered by this Agreement relative to a citizen's complaint and/or a matter of internal security shall be conducted under the following conditions and in accordance with F.S. 112:

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 is of such a degree that immediate action is required.

B. The employee under investigation shall be informed of the nature of the investigation prior to the interrogation.

C. The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation and the name of 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 (1) interrogator at any one (1) time.

D. Interrogation sessions shall be for reasonable periods of time and shall be timed to allow for such rest periods as are reasonably necessary. All interrogations shall be held at the headquarters of the Edgewater Police Department if possible. Upon mutual agreement of the parties interrogations may be held in another location.

E. 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 and any other documentation that is outlined in F.S. 112. 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.

F. Any employee under investigation, other than criminal investigations, shall have the right to be represented by counsel or a FOP representative of their choice, who shall be present at all times during such interrogation.

G. The formal interrogation of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements. Upon request of the law enforcement officer, a copy of any such recording of the interrogation session shall be given to the interrogated officer upon request within 72 hours, excluding holidays and weekends.

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 of his rights prior to the commencement of the interrogation.

I. No employee shall be ordered to submit to any device designed to measure the truth of his responses during questioning; provided, however, that there shall be no restriction on the right of the employee to submit to such device on a voluntary basis.

J. During interrogation the employee shall not be subjected to offensive language or threats of transfer, dismissal or other disciplinary action. The interrogator does not have the right to make a promise of reward as an inducement to answering questions.

K. During the interrogation questions shall be limited to the circumstances surrounding the allegations, which are the subject of the investigation.

L. Prior to making any public statement regarding any investigation, the City will make every effort to notify the FOP representative of its intent to make such a statements. In return, The FOP members will notify their intent prior to making any public statements about the city.

M. Nothing herein shall contradict or reduce those rights set forth in Part VI, Chapter 112, Florida Statutes (the “Law Enforcement Officer’s Bill of Rights”), where applicable and as amended from time to time.

## ARTICLE 24

### GRIEVANCE AND ARBITRATION PROCEDURE

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed and understood that the following procedure for the resolution of grievances between the parties shall be established and that such procedure shall cover grievances involving the application or interpretation of this Agreement.

All grievance or arbitration request shall be presented to the FOP representative prior to processing. Further, nothing contained in this Agreement shall foreclose any employee from discussing a work related problem directly with his immediate supervisor or other departmental officials without the intervention of the FOP, provided that the immediate supervisor or other departmental officials agree to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

The City has a right to file a grievance. Every effort will be made by the parties to settle any grievance as expeditiously as possible. Should the grieving party fail to observe the time limits as set out in the steps of this Article, the grievance shall be considered conclusively abandoned. Any grievance not answered by the City or the FOP within the prescribed time limits shall automatically advance to the next higher step. The term "work day" as used in this Article shall mean only Monday through Friday of each week regardless of the grievant's work schedule. Saturdays, Sundays, and holidays shall not be considered workdays even if the grievant is scheduled to work on that day. For the purpose of computing time, the day on which a grievance or reply is filed shall not be counted. Grievances shall be presented in the following manner:

**Step 1** In the case of a grievance initiated by an employee, the employee shall first take up a grievance with the employee's immediate supervisor within ten (10) work days of the occurrence of the events which gave rise to the grievance or from the date on which the employee became knowledgeable of the cause of action. If the employee was on compensated leave during this time period, the ten (10) workday period shall commence upon the employee's return from such compensated leave. This first step shall be on an informal and oral basis and shall not involve the FOP or any other representative of the employee unless requested by the employee. Any time period may be extended with the consent of all parties.

**Step 2** Any grievance which cannot be satisfactorily resolved with the immediate supervisor shall be reduced to writing on the proper FOP form, (See Exhibit A) by the FOP or designee and submitted to the Police Chief within ten (10) work days of the day of completion of Step 1, through a representative of the FOP and the employee. The grievance shall be signed by either the employee, or the bargaining agent and shall state: (a) the date of the alleged event that gave rise to the grievance; (b) the specific Article(s) and Section of this Agreement allegedly violated; (c) statement of fact pertaining to or giving rise to the alleged grievance; and (d) the specific relief sought. The Police Chief shall discuss the grievance with the employee the FOP at the employee's option and within ten (10) workdays render his decision in writing. Any time period may be extended with the consent of all parties.

**Step 3** Any grievance which cannot be satisfactorily settled with the Police Chief shall be submitted in writing to the City Manager within ten (10) workdays after completion of Step 2. Within ten (10) workdays of receipt by the City Manager, the grievance shall be

discussed by the City Manager with the employee or the employee and the FOP. The City Manager shall within ten (10) work days after this discussion, render his decision in writing with a copy to the employee and the FOP. Any time period may be extended with the consent of all parties.

**Step 4** In the event the grievance cannot be resolved with the City Manager, , FOP or the City may within ten (10) work days after the City Manager renders a written decision request that the grievance be submitted to arbitration. The arbitrator may be any impartial person mutually agreed upon by the parties. However, in the event the parties are unable to agree upon an impartial arbitrator within ten (10) work days after the grievance is submitted to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a panel of seven (7) names from which each party shall have the option of striking three (3) names in alternating fashion, thus leaving the seventh who shall be the arbitrator. The party filing the grievance shall make the first strike.

The City and FOP shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing. The arbitrator shall confine his decision to the grievance thus specified. In the event the parties fail to agree on the statement of the grievance to be submitted to the arbitrator, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 2. The arbitrator shall fashion an appropriate remedy for any violations of the provisions contained in this Agreement.

The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is not a grievance as defined in this

Agreement, nor shall this Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as specifically provided herein. The arbitration hearing shall be conducted in accordance with the Rules of Procedure promulgated by the Federal Mediation and Conciliation Service.

Consistent with the provisions of Chapter 447, Florida Statutes, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts appropriated by the City Council for funding of this Agreement. Accordingly, and notwithstanding any other provision of this Agreement, the arbitrator shall have no authority, power, or jurisdiction to construe any provision of law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate, or cause the City to have to bear any expense, debt, cost, or liability which would result directly or indirectly in the City exceeding the amounts initially appropriated and approved by the City Council for the funding of this Agreement as agreed upon by the parties. Any such award, which contravenes or is not in compliance with the provisions of this paragraph, shall be null and void.

Each party shall bear the expense of its own witnesses and of its own representatives for the purpose of the arbitration hearing. The impartial arbitrator's fee and related expenses, if any, shall be divided equally between the parties. Any party desiring a transcript must pay the cost unless both parties mutually agree to share the cost.

Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on both parties unless an appeal is filed within forty-five (45) days in a court of competent jurisdiction of the rendition of the decision. Where a grievance is general in nature in that it applies to a

number of employees rather than a single employee or the grievance is directly between the FOP and the City, such grievance shall be presented by the FOP in writing directly to the City Manager within ten (10) work days after the occurrence of the event.

## ARTICLE 25

### RULES AND REGULATIONS

The FOP shall be provided with one (1) copy of any rules, regulations, policies, or standard operating procedures, which replace or add to the City's and/or the Police Department's present rules, regulations, policies, or procedures.

Prior to implementing any change in rules, regulations, policies or standard operating procedures the FOP shall be provided with a copy of the proposed change and given an opportunity to submit written comments. Any written comments submitted by the FOP within ten (10) calendar days shall be considered by the City. Nothing herein shall be construed to restrict the City's right to implement any such changes or revisions.

**ARTICLE 26**

**PENSION PLAN**

The City shall provide a pension plan with all contributions to be paid by the City except the employee's contribution as required by Florida law. The pension plan shall be selected in accordance with Chapter 185, Florida Statutes, and with any additions agreed to by the City Council and the Police Pension Board.

## ARTICLE 27

### UNIFORMS AND EQUIPMENT

The City agrees to provide approved clothing and equipment to the Bargaining Unit members upon employment.

The City further agrees to replace/repair issued clothing and equipment damaged due to normal wear and tear or resulting from the performance of assigned duties.

Personal property required in the line-of-duty, which is damaged or destroyed during the performance of such duty, shall be replaced by the City. All replacements must be approved by the Police Chief and will be furnished to the Bargaining Unit member within thirty (30) days of approval.

Bargaining Unit members shall be required to maintain the clothing and equipment identified in this Article in an acceptable condition as prescribed by the Policy and Procedures Manual for the City of Edgewater Police Department. All assigned uniforms and equipment shall be returned to the City in the event of separation of employment.

Sworn officers who are required to wear non-issue clothing in the course of their employment shall receive a clothing allowance of six hundred (\$600) dollars annually, to be paid in two installments (October and April). These amounts will be prorated for those who wear uniforms and non-issue clothing in the course of employment. The City shall be responsible for the cleaning of the uniforms/clothing issued to the employees.

## ARTICLE 28

### EDUCATION

The City agrees to make a good faith effort to promote on-the-job training for the purpose of improving the performance of employees, improving the quality of service rendered to the public, aiding employees to equip themselves for greater responsibilities and advancement to higher positions when available.

A. The City shall assume financial responsibility for tuition, books and transportation for a course required as a condition of continued employment. If the employee does not satisfactorily complete the course, he may re-enroll at his expense, and take such course on his own time. Then if the employee does not satisfactorily complete the course, he may be terminated from the position. If an employee requests to take an enrichment course, upon prior approval by the Police Chief and the ~~City Manager~~H R Director for enrollment, the employee's ~~will receive reimbursement for 50% of the full~~ tuition may be paid by the City prior to the class beginning, subject to available budget. The employee will reimburse the City 50% of the tuition through payroll deduction divided equally over an eight (8) week period (4 checks) beginning with the next pay period. If it is recommended that an employee take an enrichment course, upon prior approval by the Police chief and the ~~City Manager~~H R Director for enrollment, the employee's ~~will receive reimbursement for 75% of the full~~ tuition may be paid by the City prior to the class beginning, subject to available budget. The employee will reimbursed the city 25% of the tuition through payroll deduction divided equally over an eight (8) week period (4 checks) beginning with the next pay period. All ~~reimbursements~~ City tuition will be subject to satisfactory completion of courses with a grade of C or better. If the employee does not

satisfactorily complete the course, reimbursement of the full tuition will be through payroll deduction divided equally over an additional eight (8) week period (4 checks) beginning with the next pay period. If an employee remains in the City's employment for two (2) years after successful completion of the course, they will not be obligated to reimburse any of the course expense. Employees will be obligated to reimburse the City of course expenses if they leave the employment of the City as follows:

- Less than 6 months after successful completion of course = 100%
- 6-12 months after successful completion of course = 75%
- 12-18 months after successful completion of course = 50%
- 18-24 months after successful completion of course = 25%

B. Employees will notify the Police Chief through proper channels of a desire to attend such courses. The Chief, in turn, may arrange scheduling of shifts so as to allow an employee to attend.

C. Attendance shall be determined by the Police Chief after considering the needs of the department and the seniority of employees.

D. Any employee covered hereunder may be given educational leave for the purpose of taking courses or attending conferences and/or seminars directly related to the employee's work as determined and approved by the Police Chief and the DCR. An employee granted educational leave with full pay shall be entitled to receive all City benefits in the same manner as if he were on active duty during the period of the leave, excluding overtime provisions. Entitlement to benefits for employees on partially compensated or uncompensated educational leave shall be determined by the Police Chief and the DCR.

E. Employees who receive certification or completion of 40 hours of training, in a specific ~~topic~~category, shall be eligible to receive monthly educational incentive pay in the amount of \$25 per month. The 40 hour block must be under one topic. For each additional 40 hours, under a topic, or for each additional topic for which an employee receives 40 hours of training, the employee will receive an additional \$25 incentive pay; up to \$75. To receive an additional \$25 in education incentive, the employee will be required to complete 80 hours of specialized training in a specific topic. An employee can receive a maximum eligibility of \$100 a month for incentives and only for classes or certifications that are not required for the employee's current job description.

F. The appropriate and/or adjusted educational incentive pay shall commence on the first pay period of the month following notification to the Personnel Department that the employee has successfully completed the course. Successful completion shall be defined as: attending the course, receiving a passing grade on any/all test(s) and or receiving a certificate of completion. Re-certification is required for those classes requiring it, to maintain incentive pay.

G. The Police Department assigned personnel will be responsible for maintaining employee achievement records and providing the incentives due each employee to the Personnel Department, based upon the certifications received as identified in the chart below.

<b>Traffic Enforcement/Investigation</b>	<b>Investigations</b>	<b>Supervision</b>	<b>Training/Instructor</b>	<b>Critical Incident Training</b>
Examples: Traffic Homicide Investigations, RADAR, DUI Enforcement, DRE, These courses are	Examples: Basic Crime Scene investigations, Sex Crimes, Interviews/Interro	Examples: Basic Supervision Courses, Canine Unit	Examples: Field Training Officer, Instructor Techniques, Firearms Instructor,	Examples : Officer Survival School, Hostage

specifically designed to enhance the officer's ability to enforce traffic laws, promote traffic safety, and or complete traffic crash investigation.	gations These courses are specifically designed to promote an officer's ability to complete criminal investigations, prosecute criminal activity and further the development of detectives.	Supervision, Supervision of Criminal Investigations. These courses are specifically designed to enhance the officer's ability to be promoted to a supervisor or to enhance a supervisor's ability to complete their assignments.	EVOC Instructor These courses are specifically designed to further enhance officers interested in becoming instructor or trainers at the department.	Negotiations, Crisis Intervention Training, Officer Involved Shootings . These courses are specifically designed to assist officers in handling or supervising critical incident calls.
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H. If an officer is receiving State Salary Incentive compensation, for any of the listed course, he/she will not receive additional incentive pay from the City.

I. Courses must be taken through an accredited training facility, college, or state certified instructor. On-line courses are acceptable, as long as they meet these requirements. Qualification of all courses for incentives shall be approved by the Chief.

## **ARTICLE 29**

### **TRAINING**

All sworn officers will be required to train and qualify with their firearms on a semi-annual basis. The training will be conducted by a certified firearms instructor. All ammunition used for this purpose will be furnished by the City. Any employee required to attend such training during his off duty hours shall be compensated in accordance with Article 6, Hours of Work and Overtime.

The City agrees to make every effort to promote classroom type and/or on-the-job training for the purpose of improving the performance of employees, aiding employees to equip themselves for advancement to higher positions and greater responsibilities, and improving the quality of service rendered to the public.

When the City requires an employee to attend supervisory training and/or training in specialized police techniques, the City will make every reasonable effort to schedule such training during the employee's normal working hours. In the event the City is unable to schedule the employee to attend such training during his normal working hours, the time spent by the employee in such training during his off-duty hours shall be compensated in accordance with Article 6, Hours of Work and Overtime.

Employees promoted to a higher rank will receive appropriate training during the probationary period.

This Article shall not apply to any training required by the Florida Police Standards Board to obtain Police Officer Certifications for the purpose of employment with the Department or for the purpose of re-certification.

Salary incentive courses may be taken during on-duty time as staffing allows, without loss of time or pay to the effected employee, and at the discretion of the Police Chief.

A Fitness Assessment for existing and future officers may be provided using the below Modified Cooper Physical Standards for Law Enforcement chart.

THESE STANDARDS ARE AT THE 40<sup>TH</sup> PERCENTILE WHICH IS THE NATIONAL STANDARD FOR ACCEPTANCE IN LAW ENFORCEMENT TRAINING ACADEMIES.

ONE MINUTE SIT UPS

- The officer lies on his/her back, knees bent, heels flat on the floor, hands behind head and with a partner holding the feet down, then does as many sit-ups in correct form as possible in one minute.
- In the “up” position, officers must touch their elbows to their knees, and both shoulders must touch the surface in the “down” position. The up position is the only rest position allowed.

MALES

AGE	20-29	30-39	40-49	50-59
NUMBER	38	35	29	24

FEMALES

AGE	20-29	30-39	40-49	50-59
NUMBER	32	25	20	14

ONE MINUTE PUSH UPS

- The officer starting in the “up” position where the hands are placed about shoulder width apart, elbows fully extended, legs and back are kept straight, and knees off the ground at all times, and lower him/her self until their chest is approximately “3” inches from the surface thus completing one repetition.
- The only rest position allowed is arching the back upward.
- No hands or feet shall be moved off the surface while conducting the event. Qualified trainers shall be responsible for the score of correct push-ups.

MALES

AGE	20-29	30-39	40-49	50-59
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NUMBER	29	24	18	13
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FEMALES

AGE	20-29	30-39	40-49	50-59
NUMBER	15	11	9	N/M

300 METER RUN

MALES

AGE	20-29	30-39	40-49	50-59
TIME	0:59	1:04	1:12	1:23

FEMALES

AGE	20-29	30-39	40-49	50-59
TIME	1:11	1:19	1:34	N/M

## ARTICLE 30

### WAGES

For the fiscal year ~~2014~~2015-2015~~2016~~, all eligible employees shall receive a 3% increase in their hourly rate of pay the first full pay cycle upon ratification of this agreement but no sooner than the first full pay cycle in the month of October. Employees are not eligible for this increase until they have been deemed a regular employee.

In the event that retroactive pay is provided as a result of timely ratification by the bargaining unit members, only those hours actually worked shall be eligible for retroactive pay. No retroactive pay shall be paid for any other compensation, including any pay as a result of sick or vacation leave cash in pursuant to Article 12 or 13.

If the City voluntarily negotiates an across the board wage increase for fiscal year ~~2014~~2015-2015~~2016~~ for members of any other bargaining unit with a percentage of increase for hourly rate of pay which exceeds rate as set forth in this agreement, all eligible employees of this agreement shall be granted equal to the same improvement.

~~For fiscal year 2014-2015 only, the City agrees to implement the FY14/15 hourly rates set forth in Exhibit A.~~

## ARTICLE 31

### PROBATIONARY PERSONNEL

All new fulltime sworn police personnel shall serve a probationary period of one (1) year from date of hire. All new administrative personnel shall serve a probationary period of six (6) months from date of hire. At the completion of the probationary period, the City will provide a Personnel Action Form indicating either satisfactory completion, probationary extension or termination. The probationary period may be extended no more than ninety (90) days upon mutual consent between the Police Chief, Personnel Director, or the City Manager and the employee. At the completion of the extended probationary period, the City will provide a Personnel Action Form indicating either satisfactory completion or termination. New hires will not be eligible for the annual increases nor will they be eligible to use vacation until they have been deemed regular employees. Due to the emergency management and administrative type positions held by those covered under this agreement, new hires prior to October 1, 2013 will be eligible to use floating holidays upon six (6) months service and will only be entitled to use sick leave after completion of three (3) months of service and under extraordinary circumstances authorized by the Police Chief.

## ARTICLE 32

### ASSIGNMENT COMPENSATION

In the event that the Police Chief determines that there is a need to temporarily fill a regularly budgeted vacant position with an employee from a lower classification, and there exists no current eligibility list relative to the budgeted position, with the approval of the DCR, the Police Chief may select an employee from a lower classification to temporarily fill such budgeted position. If the employee selected for the temporary position is not selected for the regular position, this employee shall be returned to the previous classification and pay rate.

An employee who is temporarily assigned to a position of higher rank for forty-two (42) hours or more shall be compensated at a rate equivalent to the greater of the minimum salary for that classification or five (5) percent above his current salary from the first day of assignment.

Employees, who at the Chief's discretion, are qualified, eligible and receive the following assignments shall receive monthly assignment pay as established below:

4 - Primary Field/Shift Training Officers	\$90.00 per month
4 - Alternate Field/Shift Training Officers	\$90.00 per month when activated
Detective	\$180.00 per month
Motorecycle Officer	\$150.00 per month
K-9 Officer	\$150.00 per month

**ARTICLE 33**  
**TAKE HOME VEHICLE**

1. The City, in recognition of police officers first responder status and the heightened level of concern and awareness to homeland security, as well as the enhanced response time to critical incidents, i.e., hurricanes, floods, tornados, wild fires, etc. shall endeavor to provide all police officers with take home vehicles in order to effect the expeditious response, fully equipped, directly to the areas of need. Take home vehicles shall be governed by Edgewater Police Department Policy and Procedure Directive 10.16.1 through 10.16.45.

2. Assignment of a vehicle shall be considered a privilege and not a right. The City reserves the right to suspend and/or remove this privilege for legitimate financial reasons or for misuse of the vehicle. If the privilege is suspended or removed for legitimate financial reasons or misuse of the vehicle, said decision shall not be subject to the grievance procedure of this Agreement. If the privilege is removed as disciplinary measure unrelated to the use of the vehicle, the employee may file a grievance pursuant to the grievance procedure in this Agreement.

3. The assignment of vehicles will be considered based on-assignment with residency within the city limits of Edgewater, ~~New Smyrna Beach and Port Orange to include the unincorporated areas.~~

4. To be eligible to participate in the Take Home Vehicle program, an officer must reside within 20 air miles of the police department and within Volusia County. Supervisors will have their residency requirement extended to include all of Volusia County.

4.5. Current assignments will remain in place and unaffected by the expanded boundaries.

## ARTICLE 34

### ALCOHOL AND DRUG POLICY

A. The City and the FOP recognize that drug and alcohol abuse is a growing problem within our nation's work force. The parties also recognize the tremendous cost, both in terms of efficiency and in human suffering, which drug and alcohol abuse may cause. Substance and alcohol abuse by employees of the City may have an adverse impact on City government, operations, and the health, welfare, and safety of City employees and the general public. Acknowledging the necessity for action, the following Alcohol and Drug Testing Program is hereby initiated for all employees.

B. The City prohibits all employees from:

1. Selling any drug, including alcohol or prescription drugs, whether on or off-duty, unless the employee is legally entitled to sell the substances in question.
2. Except in the line of duty, possessing any alcoholic beverage or unlawful drug while on-duty or on City property at any time.
3. Using any controlled substance not prescribed for the employee by a physician or alcoholic beverage, which may adversely affect job performance. This may include both use while on-duty and use while off-duty, which can adversely affect on-duty performance.

4. Reporting to work with the presence of illegal drugs or alcohol in the body system, which is equal to or exceeds the cutoff detection levels established pursuant to Chapter 440, Florida Statutes.

C. The DCR and the Police Chief, in accordance with the Drug Free Workplace Policy, shall have the authority to require employees to submit to testing, as recognized and acceptable by FDLE, designed to detect the presence of any controlled substance, narcotic drug, or alcohol. When an employee is required to submit to such testing it shall be limited to those circumstances whereas they are involved in an accident where there is personal injury or which indicate that reasonable cause/suspicion exists that the employee is under the influence of such substances, suffers from substance or alcohol abuse, or is in violation of City personnel rules regarding the use or possession of such substances.

D. In the event the City requests that an employee submit to testing and the employee chooses not to submit to such tests, this refusal shall be grounds for appropriate disciplinary action.

E. An employee who must use a prescription drug which the employee has been advised will or which the employee may reasonably expect to cause adverse side effects such as, drowsiness, impaired reflexes, or reaction time shall inform the Police Chief that he is taking such medication on the advice of a physician and of the possible side effects of the drug and expected duration of use.

F. In the event the City requests that an employee submit to drug or alcohol tests, the cost of such test shall be paid by the City and the employee shall be entitled to have the FOP present so long as it does not reasonably delay said test.

G. Employees required to take regularly scheduled physical examinations shall have included as part of the examination a test for alcohol or drugs.

H. Employees with job performance or attendance problems shall bear the primary responsibility to seek diagnostic and appropriate treatment for such problems. In the event an employee seeks assistance and treatment for an alcohol or drug-related problem, the following shall apply. An employee may be granted a one-time leave of absence without pay, not to exceed sixty (60) days, to undergo treatment for alcohol or substance abuse pursuant to an approved treatment program. No employee benefits shall accrue during this period. The request must be voluntarily made in writing prior to the institution of disciplinary measures for alcohol or substance abuse.

I. The result of any drug or alcohol test shall be considered a medical report and shall be deemed confidential pursuant to Florida law.

J. Decisions of an arbitrator under this Article shall be limited to a determination of whether there existed reasonable cause/suspicion to activate the provisions of this Article. If this issue is determined in the employee's favor, he shall be reinstated.

K. The circumstances constituting reasonable cause/suspicion shall be set forth in writing and signed by the person initiating the allegation before the provisions of this Article shall apply, and shall be given to said employee.

## ARTICLE 35

### SEVERABILITY CLAUSE

Should any provision of this collective bargaining agreement or any part thereof be rendered or declared invalid by reason of any existing or subsequently enacted state or federal legislation or by a decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree that they shall meet within thirty (30) days of the date when the contract provision was determined invalid, in order to negotiate a replacement provision.

**ARTICLE 36**

**SAVINGS CLAUSE**

The Agreement will not deprive any employee of any benefits or protection granted by the laws of the State of Florida, the ordinances of the City of Edgewater, the personnel rules and regulations of Edgewater or its Police Department Rules and Regulations.

## ARTICLE 37

### ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written between the parties hereto.

**ARTICLE 38**

**NOTICES**

All notices or other communications required or permitted under this Agreement shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail, return receipt requested, and addressed as follows:

**If to City:**

City Manager  
City of Edgewater  
P.O. Box 100  
Edgewater, FL 32132-0100

**With a Copy to:**

City Attorney  
City of Edgewater  
P.O. Box 100  
Edgewater, FL 32132-0100

**If to Fraternal Order of Police:**

FOP Representative

**With a Copy to:**

FOP Employee Representative  
c/o Edgewater Police Dept.  
City of Edgewater  
P.O. Box 100  
Edgewater, FL 32132-0100

**ARTICLE 39**  
**DURATION OF AGREEMENT**

This Agreement shall take effective upon ratification by the parties, and shall continue in full force and effect until midnight of September 30, ~~2015~~2018.

This Agreement contains the entire agreements of the parties relative to wages, working conditions, and all other matters which have been or could have been negotiated by and between the parties prior to execution of this Agreement. Neither party shall be permitted to reopen or renegotiate this Agreement for fiscal year ~~2012~~2015-2013~~2016~~; provided, however, that either party may reopen the Agreement for the limited purpose of negotiating Wages and three (3) other Articles for fiscal year ~~2013~~2016-2014-2017 and Wages and three (3) other Articles for fiscal year ~~2014~~2017-2015~~2018~~. If a party reopens this Agreement for said limited purposes in either fiscal year ~~2013~~2016-2014-2017 or ~~2014~~2017-2015~~2018~~, the other party shall be entitled to present three (3) Articles for negotiations.

Upon mutual consent anytime during the term of this Agreement, the parties may agree to reconsider any provision of this Agreement. Such consent shall not be unreasonably withheld by either party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

FOP

ATTEST: \_\_\_\_\_

By: \_\_\_\_\_

Staff Representative

George Hachigan

Dated: \_\_\_\_\_

ATTEST:

CITY COUNCIL OF THE CITY  
OF EDGEWATER, FLORIDA

\_\_\_\_\_  
~~Bonnie Wenzel~~  
City Clerk

By: \_\_\_\_\_

~~Michael Thomas~~  
Mayor

Dated: \_\_\_\_\_

APPROVED FOR FORM AND CORRECTNESS:

\_\_\_\_\_  
Aaron Wolfe, Labor Attorney