

AGREEMENT  
BETWEEN  
CITY OF ST. AUGUSTINE  
and the  
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

October 1, 2022 through September 30, 2025

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## ARTICLE 1

### BARGAINING UNIT - DEFINITIONS

#### Section 1. Bargaining Unit.

The City of Saint Augustine (hereinafter “Employer” or “City”) recognizes the Coastal Florida Police Benevolent Association (hereinafter “the Association”) as the exclusive bargaining representative for the following unit of members of the Saint Augustine Police Department. All full-time regular sworn police officers employed by the Saint Augustine Police Department in the position of Police Officer, Corporal and Sergeant. Excluded from this unit are all employees above the rank of sergeant.

#### Section 2. Definitions.

A. Employee - Except as herein otherwise defined wherever the term “employee” is used in this Agreement, it shall mean full-time regular employees with the bargaining unit as heretofore described. Specials, reserves, provisional and probationary employees while in field training are excluded from the term “employee” hereunder. After successful completion of field training, probationary employees will have access to the Grievance and Arbitration Procedure to the extent permitted by Article 16, Section 5.

B. Superior Officers - Wherever the term “Superior Officers” is used in this Agreement, it shall mean a member of the permanent police force of the City of St. Augustine of the rank of Commander or higher.

C. The term “Chief of Police” shall mean the Chief or the appointed Acting Chief.

## ARTICLE 2

### THE ASSOCIATION DUES DEDUCTION

During the life of this Agreement, and in accordance with Florida law, specifically Section 447.303, Florida Statutes, the Employer agrees to deduct the Association dues from the pay of each employee in the bargaining unit who authorizes said deduction and shall mail said dues to the address of the Association as certified by the Association to the City.

It is understood that this provision will provide for twenty-six (26) deductions per year for all employees. The Public Employer will remit to the Association such sums within thirty (30) days. Changes in The Association membership dues rate will be certified to the Public Employer in writing and shall be done at least thirty (30) days in advance of the effective date of such change. The Public Employer's remittance will be deemed correct if the Association does not give written notice to the Public Employer within two (2) calendar weeks after a remittance is received, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

The Association will indemnify, defend and hold the Public Employer harmless against any claim and against any suit instituted against the Public Employer on account of any deduction of The Association dues.

In accordance with Section 447.303, Florida Statutes, an employee may revoke in writing at any time his authorization for dues deduction. Dues revocation shall be processed through the Association, but in the event of direct revocation, the employer will notify the Association within the next pay period. No deduction shall be made from the pay of the employee for any payroll period in which the employee's net earnings for that payroll period, after deductions, are less than the amount of dues to be checked off.

## ARTICLE 3

### MANAGEMENT RIGHTS

#### Section 1

The Association recognizes the right of the City of St. Augustine to operate and manage its affairs in all respects in accordance with its responsibilities. The powers and authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City. Management officials of the City retain rights, in accordance with applicable laws and regulations, which include but are not limited to the following:

- a. To manage and direct the employees of the City.
- b. To hire, promote, transfer, schedule, assign and retain employees in positions with the City.
- c. To suspend, demote, discharge or take other disciplinary action against employees for just cause.
- d. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- e. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- f. To determine the number of employees to be employed by the City.
- g. To determine the number, types, and grades of positions or employees assigned to an operational unit, department or project.
- h. The organization of City government.
- i. To maintain and improve the efficiency of the operations of the City.
- j. To determine internal security practices.

## **Section 2**

The City has the sole authority to determine the purpose and mission of the City and the amount of the budget to be adopted by the City Commission.

## **Section 3**

If in the discretion of the City Commission, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, health pandemic, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

## **Section 4**

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees at the discretion of the City may be required to perform duties not within their job descriptions, as long as they are Police Department related.

## **Section 5**

The parties agree that, upon the exercise of a management prerogative that requires impact bargaining, in the absence of an emergency declared by the City Commission, upon request of the Association, both parties will immediately be available to negotiate the impact. If the parties are unable to agree, the change will not be implemented until the City has met the minimum requirements for impact bargaining then in existence under the Public Employees Relations Act.

## ARTICLE 4

### EMPLOYEE RIGHTS

Neither the City nor the Association will interfere with an employee's right to engage in protected, concerted activity nor to refrain from participating in such activity.

Without limiting the foregoing, the City agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining, to make any agreement with any such group organization which would violate any rights of the Association under this Agreement or the law. Further, no representative, department official, or agent of the City or the Association shall:

1. Interfere with, restrain or coerce employees in the exercise of their right to join or refrain from joining the Association.
2. Interfere with the formation, existence, operations, or administration of the Association. Conduct of the Association business will not be on City time except as provided for specifically elsewhere in the Agreement.
3. Discriminate in regard to employment or condition of employment in order to encourage or discourage membership in the Association.
4. Discriminate against an employee because he has given testimony, taken part in any grievance procedure or other hearings, negotiations, or conference or in behalf of the Association, the City or any employees.

The City will not refuse to meet, negotiate or confer proper matters with officers or representatives of the Association as set forth in this Agreement.

The City will not discharge or discriminate in any way against employees of the Police Department for the Association membership or the Association activities.

The Association will encourage the bargaining unit members to allow the elected officials of the Association rather than individual members, to represent the Association views and positions to political bodies, news media, and the public.



## ARTICLE 5

### DISCIPLINARY ACTION

#### Section 1

No employee of the Police Department as defined in Article 1, Section 2(A) shall be removed, dismissed, discharged, or suspended except for just cause.

#### Section 2

Any Police Officer required to submit to interrogation by a superior officer, which could result in disciplinary action, shall be allowed the company of an Association official or an attorney as provided by law.

#### Section 3

The "Police Officer's Bill of Rights" as set forth in Florida Statute §112.532, as amended from time to time, is incorporated herein and made a part of this contract. A copy of current Florida Statute §112.532 is attached as Appendix D.

#### Section 4

During any investigation covered by the Police Officer's Bill of Rights, the employee will be asked if he wants an attorney and/or representative present. Under this Section, the employee will be entitled to have any two (2) of the following present:

- A. One (1) local representative and a staff representative or,
- B. One (1) local representative and an attorney or,
- C. One (1) staff representative and an attorney.

If the employee desires to have any combination of the above representatives present or any one of them, the investigation will start when the desired attorney/representatives are present provided that if a specific attorney or representative is requested, the request for the specific individual will be granted only if the individual requested is available within a reasonable time. What is a “reasonable time” will depend upon the subject matter being investigated.

### **Section 5**

A copy of any disciplinary action will be given to the employee being disciplined. The employee will sign the form to acknowledge receipt. A copy will be placed in the employee’s file. An employee has the right to prepare a written response to any written reprimand within 10 days of receipt of the reprimand. The response will be placed in the employee’s file. The City also agrees to copy employees when any disciplinary document is placed in their personnel file.

### **Section 6**

Employees are entitled to inspect and copy their personnel files and any internal investigation files not confidential by law. Upon request of the employee, the employer agrees to furnish these records and documents to the employee. The employer will supply these documents within 24 hours of the request.

### **Section 7**

When the police department receives anonymous complaints of officer misconduct, the department will attempt to verify that there are reasonable grounds that the misconduct may have occurred before starting an official Internal Affairs investigation.

## **Section 8**

All material that relates to an investigation that is unfounded shall be marked unfounded.

## **Section 9**

The City agrees to purge all files that relate to internal affairs investigations after all relevant state and federal statutes of limitations have expired, and then to the extent permitted by the Public Records Act.

## **Section 10**

A written reprimand shall be marked “no longer effective” after 24 months if the officer has not committed another offense. Suspensions are not affected by this Section and may be used in any subsequent discipline.

## **Section 11**

If termination is involved, the employee may be placed on Administrative Leave with pay pending pre-termination procedures or the outcome of an internal investigation, if it is deemed to be in the best interest of the City. Employees who are placed on Administrative Leave with pay pending pre-termination procedures or the outcome of an internal investigation shall cease to accrue sick and vacation time should the leave exceed one pay period. If the employee is not ultimately terminated, accruals that would have been earned will be posted to the employees sick and vacation accounts.

## ARTICLE 6

### ASSOCIATION BUSINESS LEAVE

#### Section 1. Negotiating Committee.

Employees who are members of the Association negotiating committee, not more than three in number, shall suffer no loss of pay or benefits in order to attend all scheduled meetings with representatives of the Employer for the purpose of negotiating the terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty.

#### Section 2. The Association Stewards.

The Employees shall select not more than two (2) Association Stewards whose names shall be furnished to the Employer and the Chief. The Association Steward or representative shall be granted reasonable time off if necessary, during working hours without the loss of pay or other benefits, in order to resolve grievances expeditiously. Said time shall be requested of the Chief or his designee, who shall not withhold permission for more than twenty-four (24) hours, except in the case of an emergency.

#### Section 3. Conventions.

Eligible employees shall be allowed to attend conventions of the FPOA and other police or legal seminars which are deemed by the Chief of Police and the City Manager to be a benefit to the Department.

## ARTICLE 7

### NO STRIKE CLAUSE

#### Section 1

No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services to the City of St. Augustine.

#### Section 2

The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services to the City of St. Augustine.

#### Section 3

Should any employee or group of employees covered by this Agreement engage in any such strike, work stoppage, slowdown, or withholding of services to the City of St. Augustine, the Association shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services to the City of St. Augustine and shall refuse to recognize any picket line established in connection therewith.

#### Section 4

The Association shall at the request of the Employer take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

#### Section 5

In the event of a strike, work stoppage, slowdown, or any form of interference with the operations of the Employer, if such strike, work stoppage, slowdown, or any form of interference with the operations of the Employer continues for more than twenty-four (24) hours after notification, if the Association has not publicly disavowed such strike, work stoppage, slowdown, or any form of interference with the operations of the Employer, or similar interference with the operations of the Employer and ordered the employees back to work and attempted to bring about a prompt resumption of normal operations, then this Agreement may at the option of the City be declared null and void in its entirety.

## **Section 6**

Nothing contained in this Article will prevent the Employer from exercising any other rights it may have nor deprive the City of filing suit to enjoin the strike. The City retains the right to terminate or otherwise discipline any employee who violates this Article.

## ARTICLE 8

### STABILITY OF AGREEMENT

#### Section 1

No agreement, understanding, alteration or variation of the Agreement, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

#### Section 2

The failure of the Employer or the Association to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Association to future performance of any such item or condition, and the obligation of the Employer and the Association to such future performance shall continue in full force and effect.

#### Section 3

All rules, regulations, policies and procedures of the Employer in effect on the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with the terms of this Agreement. Authority to change, modify or delete rules, regulations, policy or procedures not in conflict with the terms of this Agreement rests with the Employer.

ARTICLE 9

ADHERENCE TO LAW

The Employer and the Association recognize and adhere to all State Labor Laws, and to Civil Service ordinances, rules and regulations, only as they pertain to the City of St. Augustine.



## ARTICLE 10

### HOURS OF DUTY AND WORK SCHEDULE

#### Section 1

Commencing and ending hours of shift will be determined by the Chief of Police. The City hereby elects to establish its workweek under 29 U.S.C. § 270(k) of the Fair Labor Standards Act. The City elects to utilize the seven (7) day option under the above-referenced section of the Fair Labor Standards Act.

#### Section 2

The basic schedule shall be a fifty-six (56) day rotation of 12-hour shifts with a fourteen (14) calendar day work period for a total of 336 hours. The normal work week will be a scheduled 80 hour bi-weekly work period, inclusive of meal breaks, with the shift personnel being assigned by management. However, the Chief of Police may establish such additional shifts as deemed necessary to provide adequate police protection.

#### Section 3

Members of the Department shall not be assigned to a particular shift for less than 56 days, nor for more than 56-day periods except in unusual circumstances when the Chief may assign the same officer to one additional consecutive 56-day period.

Section 3 of this article shall not apply to employees (police officers, corporals, and sergeants) assigned to investigations, training, professional standards, or community resources division.

#### **Section 4**

The parties agree that the Chief of Police and the bargaining unit may mutually agree to try different work schedules for a 6-month period. At the end of the 6-month period, if both parties are not agreeable to the new schedule, the “fifty-six (56) day shift” will be reinstated.

#### **Section 5**

The Employer will notify employees fourteen (14) days in advance of a permanent change in squad assignments. This will not prevent the Employer from making temporary changes due to manpower shortages, FTO training, coverage requirements, emergencies, etc.

#### **Section 6**

Meal breaks of 30 minutes or less will be paid provided officers do not travel more than 1 mile outside the City limits and are able to promptly respond to calls. During the term of this contract, the current practice of allowing officers to take the police vehicle home for meal breaks will continue; provided that officers live within 1 mile of City limits and must checkout with Dispatch upon leaving their assigned patrol area and must check back in with Dispatch upon returning to their assigned patrol area following a meal break.

#### **Section 7**

It is recognized that part of a bargaining unit employee’s obligation includes performance of certain additional duties during the employee’s 12-hour shift. Therefore, up to one-half hour per day (2-1/2 hours per week) may be set aside for the exchange of information, the completion of paperwork at the beginning or end of each shift, and other incidental jobs that must be performed at the beginning or end of the shift.

## **Section 8**

In the event the City determines that it will be necessary to reduce the number of hours worked by City employees in all City departments, the Union will be given notice of that decision and a period of fourteen (14) days to negotiate the impact of that decision on bargaining unit employees prior to implementation with a minimum of three (3) meetings held during that fourteen (14) day period. In this regard, the City will first make every effort to maintain hours of work in safety sensitive positions before considering hours reductions in all City Departments.

## ARTICLE 11

### OVERTIME

#### Section 1

The City elects to operate under 29 U.S.C. Section 207(k) of the Fair Labor Standards Act by establishing a fourteen (14) calendar day work period. The normal payroll week will begin at 12:01 a.m. Tuesday morning and will continue for 336 hours, which is fourteen (14) calendar days. The normal pay period will be two consecutive pay weeks. The normal work period will be eighty (80) scheduled hours during a pay period, exclusive of meal breaks.

#### Section 2

All work performed in excess of eighty (80) hours in any one pay period shall be paid for at the rate of one and one-half times the employee's regular rate of pay. It is the intent of the City that each employee takes a 30-minute meal break each day in accordance with Article 10, Section 6.

#### Section 3

Any police officer required by the City to attend any court, court conference, or other related proceedings, as a witness, or in any other capacity, other than jury duty, for, or on behalf of the City or State, at any time other than during a regular tour of duty, shall be compensated at a rate of one and one-half (1½) times the employee's regular hourly pay for a minimum of two (2) hours. Compensation received from the court may be retained by the officer in lieu of City compensation. A form attesting to the required attendance must be provided by the employee

to the Police Department. Five dollars (\$5.00) (or the current Florida statutorily authorized fee) will be deducted from the employee's pay for each day of required court attendance.

#### **Section 4**

Any police officer required to return to work by a Sergeant or a superior officer after having left the station at the completion of his regular shift shall be paid at the time and one-half rate for a minimum of two (2) hours.

#### **Section 5**

Any off-duty police officer required to "stand-by" awaiting a call of duty shall be paid for all "stand-by" time at rates provided in Section 1 and Section 2. Police officers who are required to keep the Department notified of their whereabouts but are not required to remain at a specified location, shall not be compensated for such time.

#### **Section 6**

All hours of required attendance at training and out of town travel (more than fifteen (15) miles) to and from training will be treated as time worked for pay purposes and paid as provided in Sections 1 and 2. Time spent out of town at training conferences not in actual training (sleeping, eating or other time not actually in class) will not be counted as time worked for pay purposes, provided that if the required attendance is on a regular work day, the employee shall be paid for either the normal number of hours the employee is regularly scheduled to work on that day or the hours in actual training, whichever is greater. Authorized lodging, meals and travel expenses consistent with City policy in effect at the time the travel occurs will also be paid.

If an employee volunteers to attend an out-of-town training conference, and is permitted to attend by the Chief, if the attendance is on the employee's scheduled workday, the employee will be paid for the regular eight (8) hours he/she would have worked on that day. No other pay for those who volunteer to attend training will be paid.

If an employee is required to attend mandatory training, which is not for certification purposes and they have not worked the required 80-hours in the pay period as provided in Sections 1 and 2, the employee shall be compensated at a rate of one and one-half (1½) times the employee's regular hourly pay, if their leave was scheduled and approved more than 30 days prior to the training being scheduled.

## **Section 7**

Time paid for, but not worked, such as sick leave, leave without pay and military leave shall not be counted in determining overtime.

If an officer is required to work hours into a second consecutive shift for the purposes of meeting minimum manning levels as set forth from time to time by the Employer, the officer will be paid at the rate of one and one-half (1½) times the officer's regular rate of pay regardless of whether the employee has worked 80 hours in the pay period.



## ARTICLE 12

### WORKING OUT OF CLASSIFICATION

#### Section 1

Any sworn police officer below the rank of Corporal covered by this Agreement who is required to accept the responsibilities of a Sergeant for twelve (12) consecutive hours or longer, shall be paid a 5% differential on the officer's base salary while serving as a Sergeant.

#### Section 2

The senior police officer on the shift when a Corporal or a Sergeant is not available will assume the responsibility of the Sergeant unless a Sergeant or superior officer has appointed an acting Sergeant in his absence regardless of seniority.

The above will not apply if a Sergeant or superior officer is present.

#### Section 3

A Corporal assuming the responsibility of the Sergeant for more than an 80-hour period shall be paid a 5% differential on the Corporal's base salary while serving as a Sergeant.



## ARTICLE 13

### EXCHANGE OF TIME

Each employee in the bargaining unit will be allowed to exchange time or “swap” a shift whenever he is able to secure another employee to work in his place. Said “swap” shall be governed as follows:

1. Such “swaps” or exchanges are made only after prior approval of their respective commander (Operations, Community Resources, or Administrative Services).
2. Such substitution occurs within the same payroll period and does not impose additional cost on the City with regard to the payment of salaries and wages in the form of overtime or otherwise.
3. The officer in charge of the shift in which the substitution takes place be notified one day prior to its becoming effective, except in the case of an emergency, the notification may be made on a shorter term.
4. Approval of swaps will normally be made if the “swap” is for a justifiable reason. The Chief will have the authority to deny swaps if, in his opinion, (a) the privilege is being abused; or (b) either officer involved in the swap is not meeting expected performance standards.
5. Swaps for up to fifty-six (56) days may be allowed if applied for 14 days in advance and approved by the employees’ respective commander (Operations, Community Resources, or Administrative Services).
6. Repayment of swap time is solely the responsibility of the employees involved in the swap. The City will incur no additional responsibility of any type as a result of permitting a swap.

## ARTICLE 14

### WAGES

#### Section 1

- A. For the terms of this agreement, full-time bargaining unit employees shall receive the following, effective the first full pay period in October:
1. For fiscal year 2023, bargaining unit employees will receive an eight percent (8%) general wage increase.
  2. For fiscal year 2024 and 2025, a general wage increase, if any, shall be the same as that given to City employees not in a bargaining unit.
- B. Full-time, non-probationary employees shall be entitled to merit step increases as set forth in Section 4 of this Article.

#### Section 2

All bargaining unit employees hired on or after October 1, 2019 will receive the entry-level pay set forth in Appendix A. Upon completion of probation, on the first full pay period following the first anniversary date of employment, the employee will automatically receive a three-step increase. On first full pay period following the second anniversary date of employment, the employee will automatically receive an additional two step increase. New employees will not be eligible for the merit step increase on the contract anniversary date until after one (1) full year of employment. All pay increases after the first and second anniversary dates will be based on merit.

#### Section 3

Additional steps for receiving a college degree(s).

An education supplement as hereinafter set forth, will be paid to employees hired on or after October 1, 2019, or for officers attaining advanced degrees as hereinafter set forth:

- |    |                                                                      |                                                   |
|----|----------------------------------------------------------------------|---------------------------------------------------|
| a) | AA (2 year) degree from accredited college                           | 4 steps                                           |
| b) | BA/BS (4 year) degree from an accredited college                     | 4 steps<br>(8 steps if AA degree<br>not attained) |
| c) | MA (or any equivalent advanced degree) from<br>an accredited college | 2 steps                                           |

The education steps will be added to the employee’s pay upon completion of field training. No employee can exceed Step 40. Sergeants will only be eligible for 4 steps for obtaining a BA/BS degree or 2 steps for master’s degree. The increase will be effective the first full pay period following submission of a copy of the degree or other verifiable information showing that a degree has been awarded.

An employee promoted to Corporal or Sergeant will be placed into the new pay range based on their base wage without educational steps. Once the employee has been placed into the new pay grade as outlined in Section 7, their educational steps will be reapplied.

Section 4

Prior to October 1st, the City will evaluate each full-time regular non-probationary Officers in the bargaining units and all employees who have completed at least sixty days in rank of service by August 31st. Officers receiving an evaluation rating of meets or exceeds expectations will receive a merit step increase. For October 2023, bargaining unit members receiving a meets expectation or exceeds expectations will receive a 2-step merit increase. For October 2024 and 2025, the number of steps received will be the same as the average given to City employees not in the bargaining unit and as defined by the fiscal budget approval process, but not less than 1 step for meets expectations or 2 steps for exceeds expectations.

Officers promoted with less than sixty days in rank as of August 31<sup>st</sup> will be evaluated and receive merit step increases as outlined in City policy 7.8.

Officers who have reached step 40 or Sergeants who have reached step 30 will receive a lump sum bonus per City Policy 8.2.7.

### **Section 5**

No police officer or Corporal, as a result of automatic step increases, merit step increases, or an educational incentive will exceed the rate for Step 40 of the employee's pay grade. No Sergeant as a result of automatic or merit step increases will exceed Step 30 of the Sergeant's pay grade. The pay grade and step summary for officers is attached as Appendix A; the pay grade and step summary for Corporals is attached as Appendix B; the pay grade and step summary for Sergeants is attached as Appendix C.

### **Section 6**

At the expiration of this agreement on September 30, 2025 and thereafter, there will be no continuation of any increases provided under this Article, unless a new contract is ratified by both parties on or before October 1, 2025, or unless the parties mutually agree in reopener negotiations to extend the contract beyond October 1, 2025.

### **Section 7**

- A. If the promoted employee's current salary is above Step 1 of the new pay range, the employee will first be slotted into the new pay range. The employee's salary will then be rounded up to the nearest step in the pay range. The employee's salary will then be adjusted five (5) full steps above where the employee had been placed as a result of rounding and placed on step in the pay range. The intent of this paragraph is that an employee will receive a minimum of five (5%) percent per promotion; or
- B. If the promoted employee's current pay is below Step 1, the employee will receive Step 1 of the Corporal or Sergeant pay range, as applicable, provided that the minimum of the

new pay range is at least five (5%) percent higher than the employee's pay prior to promotion.

### **Section 8**

Officers assigned as Field Training Officers (FTO) will receive \$3.00 per hour for all hours assigned to and working as an FTO, and when attending required meetings of Field Training Officers. Officers shall be assigned FTO responsibilities at the discretion of the Chief.

### **Section 9**

Officers certified as Instructors will receive \$3.00 per hour for all hours assigned to and working as an Instructor. Officers shall be assigned Instructor responsibilities at the discretion of the Chief.

### **Section 10**

When recruiting qualified applicants for positions which require state licensure/certification or a professional designation becomes difficult due to the established starting salary for the position, the City Manager may authorize step increases for related, qualified experience. The step increase allowance applied will be one (1) step for every four (4) years of qualifying experience with employment outside of the City of St. Augustine. Qualifying experience means all years in which the individual worked in a position that required, and the individual simultaneously held, the licensure/certification or professional designation.

### **Section 11**

Officers assigned to detective status will receive a one-time 2-step increase added to their base pay while assigned to the Investigation Unit. Officers who remain in the Investigation Unit for 12-months or more will retain the 2-step increase upon leaving the unit but will not be eligible for the increase at later date if reassigned to the unit. Assignment of detectives to shifts will be made

by the Police Chief to ensure adequate manpower coverage. However, no officer shall be removed from the unit during the initial 12-month period solely to avoid maintaining the higher pay incentive.

Officers previously assigned to the Investigation Unit for more than 12-months will receive a 2-step increase effective October 2022. Officers or Sergeants who have reached the maximum step in their pay grade will be eligible for an additional one-time 1% annual lump sum payment in coordination with City Policy 8.2.7.

### **Section 12**

The City will pay an incentive of \$50.00 per month (\$25.00 per pay for twenty-four pays per year) for participation on the Special Response Team (SRT), Traffic Homicide Investigations (THI), Meth Team, and Mobile Response Unit. Pay will begin the pay period following notification to the Human Resources Division. The City will have no responsibility for retroactive pay to employees who do not notify Human Resources in a timely fashion. The maximum number of employees per team or unit defined above will be 12 for SRT, 6 for THI, 4 for Meth, and 6 for Mobile Response. Employees will be limited to 2 teams/unit incentives at a time.

### **Section 13**

Effective October 1, 2022, the City will pay \$50.00 per week for a maximum of three Officers (two for THI and one from investigations), the Public Information Officer, and the Investigation Sergeant or designee assigned to on call duty. Officers will only be eligible for a maximum of \$50 per week regardless of which on call duties they are assigned to.

## ARTICLE 15

### WORKING OFF DUTY

#### Section 1

All officers must receive prior approval before accepting any off-duty assignment or secondary employment; however, decisions are appealable to the Civil Service Board or subject to the grievance procedure.

#### Section 2

All secondary employment must receive prior approval in writing from the Chief. Except with prior approval of the Chief, no member of the Police Department shall have any other employment or pursue any gainful occupation that requires the officer to work more than eighteen (18) hours on a duty day, including his/her assigned shift. The officer must have a minimum of eight (8) hours non-working rest period in the preceding sixteen (16) hours prior to reporting to work. Any such employment shall in no way conflict with duties under City employment.

#### Section 3

A sworn police officer can work off duty in uniform under the following conditions:

(A) The off-duty work must be approved in advance by the Chief or his designee. Approval for off duty work will not be unreasonably withheld; provided off duty work as a “bouncer” or in an establishment where liquor is served will normally not be approved.

(B) If the off-duty work requires the use of a police vehicle, the officer will reimburse the City for each hour the police vehicle is used in the possession of the officer per City Policy.

The officer must complete a form to be prepared by the City prior to taking the vehicle. The per hour amount will be deducted from the employee's paycheck. Nothing in this paragraph guarantees that a police vehicle will be available. The officer will use the vehicle assigned by City Policy or the Police Chief or designee.

(C) The hourly rate to be charged any person or organization desiring to contract with a uniformed City officer will be established by the Chief in consultation with the Association; provided that the hourly rate charged such persons or organization for a uniformed City officer will be modified at the request of the Union if the purpose of the request is to compete with the Sheriff's Department or Florida Highway Patrol for available work.

(D) It is agreed that any such work is solely for the benefit of the individual officer and is totally voluntary on the part of the officer. Any off-duty work under this Article will not be considered as time worked for the City and will not be counted as time worked for overtime purposes.



## ARTICLE 16

### GRIEVANCE AND ARBITRATION PROCEDURES

#### Section 1. Matters Covered.

A grievance is described as a dispute over the application, interpretation or alleged violation of this Agreement. An earnest effort shall be made to adjust such grievance immediately as outlined in this Article.

Any non-monetary incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any such grievance or arbitration.

#### Section 2. Steps in Grievance Procedure.

Grievances The parties agree to attempt to resolve non-disciplinary issues and disputes informally prior to filing a grievance. If the parties are unable to resolve the issue or the issue does not lend itself to informal resolution, a formal grievance may be filed.

Step 1: The employee or the union may submit the grievance or dispute to the employee's Commander within ten (10) business days. In grievances involving disciplinary actions, the grievance must be submitted to the employee's Commander within ten (10) business days of the disciplinary action being taken. In grievances not involving disciplinary actions, the grievance must be submitted to the employee's Commander within ten (10) business days from the date the employee could reasonably be expected to have knowledge of the facts constituting the grievance. The Commander shall respond to the union official (employee) who filed the grievance within ten (10) business days. Failure to file a grievance within the time required shall render the grievance null and void.

Step 2: If the grievance has not been satisfactorily resolved, the employee or the Union may present said grievance, which must be in written form, to the Chief or his designee

within ten (10) business days after the response under Step 1 is received or due. The grievance must cite the appropriate Agreement Article which is allegedly being violated. The Chief of Police or his designee shall respond in writing to the Union official (employee) who filed the grievance within ten (10) business days.

**Step 3:** If the grievance still remains unadjusted, it shall be presented to the City Manager or his designee, in writing, within ten (10) business days after the response to the Chief is due. The City Manager shall respond in writing within ten (10) business days.

**Step 4:** If the decision of the City Manager or his designee is not acceptable to the employee or the Union, they may, by written notice to the City Manager within ten (10) business days of receipt of the answer at Step 3, request binding arbitration.

### **Section 3**

The term “business days” as used in this Article will be days that city is open for business. Any time limits set forth in this Article may be extended by mutual consent.

### **Section 4**

Hours/time spent by a grievant with Union representatives preparing and/or pursuing his or her grievance, up to and including arbitration shall not be considered hours worked. The employee may elect to use vacation time for this purpose. Hours spent by a grievant in meetings with the City during steps of the contractual grievance procedure other than arbitration shall be considered hours worked.

### **Section 5**

Grievances involving discipline may proceed immediately to Step 2

## Section 5

The arbitration proceedings shall be conducted by an arbitrator after an arbitration request has been submitted. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. The Union shall have the right to strike the first name; the City shall then strike one name. The process shall be repeated, and the remaining person shall be the Arbitrator.

The Arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall submit in writing his findings of fact and decision within thirty (30) days after the conclusion of testimony and argument or as soon as practical thereafter.

The expense of the Arbitrator's services and the proceedings shall be borne by the losing party or by both parties in the event of a compromise solution as determined by the Arbitrator. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and provides a copy without charge to the Arbitrator, if requested. If both parties request or obtain a copy of the transcript, the cost of the transcript will be split by the parties.

For purposes of the arbitration hearing the following standards for the payment of witnesses shall apply:

1. The grievant shall not be paid for time spent at the hearing, but may use vacation time;
2. Any witnesses subpoenaed by either the Union or the City who are scheduled for duty during the arbitration hearing shall be paid their normal hourly rate for time spent at the arbitration hearing;

3. Any witnesses subpoenaed by either the Union or the City who are not scheduled for duty during the arbitration hearing shall be paid their normal hourly rate for time spent at the arbitration hearing if: (1) they are called to testify and (2) the arbitrator determines that his or her testimony is material to the case. No shift swaps will be permitted for those individuals subpoenaed for an arbitration hearing. No grievant or witness may drive a City vehicle to the arbitration hearing.

### **Section 6**

Except for alleged violations of Articles 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 24, 25, 27, 28 and 32, probationary employees will not have access to the Grievance and Arbitration Procedures of this Article. Specifically, probationary employees are not entitled to grieve or arbitrate any issues relating to discipline or discharge.

### **Section 7**

1. Any employee who has been served a disciplinary suspension may:
  - (a) Sign a waiver stating that they are not going to pursue any of their grievance rights.  
The employee will then serve their suspension as assigned OR
  - (b) Grieve or decline to sign the waiver noted above in which case the suspension will not be served until such time that the time frames to grieve have expired through arbitration.
2. A disciplinary suspension maybe with loss of pay, reduction in pay or loss of vacation time depending on the staffing needs of the Department and at the discretion of the Chief.

3. Effective the following two (2) pay periods after a suspension is served; the employee will not be allowed to work overtime unless it is approved by the Chief or a Commander. Work performed under Article 15 of this contract is excluded from this provision.

### **Section 8**

In the event it is determined by The City or an arbitrator that an employee covered under this agreement has not been appropriately compensated pursuant to the terms of this agreement, the City or the employee shall only be liable for back for a period of three (3) calendar years from the date the City discovers the alleged error or the employee notifies the City in writing of the alleged error.

## ARTICLE 17

### SENIORITY

#### Section 1

In regard to promotion, transfer, increase or decrease in the working force, seniority of an employee shall be determined by this Agreement.

#### Section 2

Seniority in the St. Augustine Police Department shall commence from the date of appointment as a regular full-time member of the St. Augustine Police Department. Officers entering on the same day shall have their seniority determined by their oral interview score with the highest score being most senior. Sergeants and Corporals appointed on the same day shall have their seniority determined by total length of service.

#### Section 3

Seniority shall not be broken by military leave, vacation time, sick time, injury leave, temporary layoff not in excess of one year, or leave of absence as defined in this Agreement.

#### Section 4

Seniority shall be broken by resignation and termination for just cause.

#### Section 5

In the event of a reduction in force, layoff or abolition of position, layoff shall be in inverse order of hiring and recall by seniority within classification.

## **Section 6**

When a permanent opening occurs within any shift, day or nights, the senior police officer within the rank who requests the same shift may be assigned to said shift. If a shift vacancy occurs as set out above, it will be posted in a conspicuous place for at least three (3) days prior to said shift vacancy being filled. Assignment by seniority to shift shall not mean to a particular position of said shift. Shift assignments may be changed with the approval of the Chief.

## **Section 7**

When a permanent opening occurs within any specialist position, including that of an investigator, any person wishing to may apply in writing to the Chief of Police for consideration for such position. The final decision with respect to the filling of such position shall be that of the Chief of Police after evaluation of the qualification of all applicants for such position. However, seniority shall be a factor in his consideration. Such openings shall be posted as set forth in Section 6 above.

## **Section 8**

Seniority will not be observed when the conditions described in Article 12, Working Out of Classification, exist.

## ARTICLE 18

### UNIFORM ALLOWANCE AND EQUIPMENT

#### Section 1

The employer will provide uniformed employees with four (4) complete uniforms and all equipment to perform their duties as deemed necessary by the City. This shall include maintenance when not caused by negligence.

- a) The employer will provide new employees a holster that will accommodate the weapon the officer is issued.
- b) The employer shall repair or replace any employee's personally-owned utility equipment as listed below that is damaged, destroyed or lost in the line of duty when such damage, destruction or loss results from a physical altercation or some other circumstance that is unique to police work. The repair or replacement will be made as soon as reasonably possible based on the following schedule:
  - (1) Weapons: Actual cost of repair or replacement.
  - (2) Flashlights and Holsters: Actual cost of repair or replacement, not to exceed the cost of the flashlight or holster provided by the City. This Section does not apply to the lithium battery flashlight purchased by officers at their expense.
  - (3) Watch: Actual cost of watch damaged, destroyed or lost to a maximum of \$35.00.
  - (4) Prescription Lenses: Actual cost of lenses damaged, destroyed or lost, including contact lenses, plus up to \$50.00 for frames when



applicable. This does not include the cost of an eye examination, which is paid by the employee.

- (5) Non-Prescription Sunglasses: Actual cost of sunglasses damaged, destroyed or lost not to exceed \$15.00. Prescription sunglasses are covered by paragraph 4 above.
- (6) The Employer will provide, at its option, lithium flashlight batteries for the flashlights purchased by individual officers or a recharger and a rechargeable battery for each officer who has purchased at his own expense the lithium battery flashlight. No other flashlights other than the current lithium battery flashlights that have been purchased by officers now or during the term of this agreement are covered by this section.
- (7) The City will purchase a gear bag for each officer when the officer's current gear bag wears out. The officer must present his current gear bag to his/her supervisor who must agree that the gear bag must be replaced in order to receive a replacement gear bag.
- (8) Considering normal wear and tear, employees' shoes/boots will be replaced consistent with current City practice. The damaged shoes must be presented to the Police Chief who must agree that the shoes/boots are to be replaced.

For items other than those listed above, the City, in its sole discretion, may replace personal items damaged, destroyed or lost in the line of duty. In addition, Officers may use the allowance provided in City Policy 6.15, towards their monthly cellphone expenses or to purchase cellphones

that are used in conjunction with the performance of their duties. Reimbursement to be submitted quarterly or in no less than \$300 increments per policy.

## Section 2

The Employer will provide a place where uniforms will be cleaned, altered or replaced, when necessary, at no cost to the employee.

## Section 3

The employer will provide a Kevlar vest (American Body Armor or equivalent, as determined by Police Chief) for employees who desire to wear a vest. For employees who currently have a vest, the City will not reimburse the employee for the vest but will replace the vest in the future consistent with the manufacturer's recommendation for service life of the vest. If the employee accepts the vest from the City, by accepting the vest, the employee agrees to wear the vest at all times while on duty (City paid time). If at any time while on duty the employee fails to wear the vest, the employee will immediately become liable to the City for the total cost of the vest. In order to be eligible for a vest under this section, the employee must execute a note and a wage assignment form which authorizes the City to deduct from the employee's wages, at the rate of \$10.00 per check the total cost of the vest. The wage assignment form and note will become effective and the deduction under the wage assignment form implemented if the employee fails to wear the vest at all times while on duty. Any employee who leaves the City for any reason will return the vest to the City unless the employee has paid the City the full purchase price of the vest, at which time title to the vest will pass to the employee.

The current practice of providing vests to and wearing vests by detectives will continue. It is recognized that detectives do not wear the vests at all times while on duty.

#### Section 4

a) Each non-probationary employee, during his/her first ten (10) years of employment with the City as a police officer, will be permitted to purchase three (3) firearms through the City and may use the payroll deduction plan provided that only one (1) weapon may be on payroll deduction at any one time.

b) After ten (10) years of employment with the City as a police officer, the employee will be permitted to purchase one (1) additional weapon through the City and may use the payroll deduction plan without turning in a weapon.

c) If the City changes requirements or changes policies regarding the type or caliber of weapon that an employee can carry while on duty, any employee who has not previously purchased that firearm through the City, may purchase the required firearm and may use the City payroll deduction plan.

d) Any weapon lost or stolen may be replaced by the employee under this program provided that the employee signs an affidavit explaining the circumstances of the loss or theft of the weapon.

**ARTICLE 19**

**SICK LEAVE**

**Section 1. Sick Leave Accrual.**

Each regular full-time and probationary employee will earn sick leave credit at a rate in accordance with the schedule below. All sick leave hours credited for bi-weekly pay periods after October 1, 2002 will be payable sick leave hours.

| <u>Regular Work Week<br/>in Average Hours</u> | <u>No. of Hrs. Accumulated<br/>Per Biweekly Pay Period</u> | <u>Number of Hours<br/>Accumulated Per Yr.</u> |
|-----------------------------------------------|------------------------------------------------------------|------------------------------------------------|
| 40                                            | 3.1                                                        | 80.6                                           |

When an employee has used his accumulated sick leave so as to have reduced his sick leave balance to zero (0), he shall not again begin to accumulate sick leave until he has returned to full-time duty. Sick leave will be credited to employees' accounts biweekly.

**Section 2. Employees Not Eligible for Benefits.**

Temporary or part-time employees shall not be entitled to sick leave benefits.

**Section 3**

Sick leave is an earned privilege which shall be allowed only for the following cause:

- a. Personal illness or disability over which the employee has no immediate control.
- b. Illness of a member of the employee's immediate family. The following relationships shall be considered immediate family: Mother, Father, step parent, Foster parent, Brother, Sister, step sibling, Wife, Husband, Son, Daughter, step child, Foster child, immediate in laws, grandparents, grandchildren, first aunt or uncle or members of the immediate household having permanently resided under the same roof. In order to receive sick leave, the employee must be in attendance at the place of illness (i.e., family member lives out of state, employee must be in attendance in the state where the sick relative resides).

- c. In the event of the death of a member of the employee's immediate family the employee may use sick leave. Immediate family is defined above. Sick leave because of the death of a member of the employee's immediate family shall not be unreasonably denied. If additional leave is required, accrued vacation leave may be used as urgently needed leave.
- d. Legal quarantine because of exposure to contagious disease.
- e. Medical, dental or optical appointments which cannot be arranged at a time other than during the employee's regular working hours.

**Section 4. Sick Leave Not Applicable to Disability Absences.**

Sick leave shall not be paid for absences due to a permanent disability either job-related or not job-related. Permanent disability is covered by the City's pension plans, Social Security and, in the event of job-related disability, workers' compensation insurance.

The City reserves the right to require that an employee be examined, as a condition of continued employment, to determine if such employee is permanently disabled by reason of any physical, mental or emotional condition. Examination will be performed by physician(s) selected by the City and the cost of such examination will be borne by the City.

**Section 5. Responsibility of Employee Taking Sick Leave.**

In order to be granted sick leave with pay, an employee must meet the following conditions:

- a. Except in exceptional circumstances, when it is impossible to notify in advance, an employee must notify either his immediate supervisor or if the immediate supervisor is not on duty, notify dispatch of the fact and reason for his/her absence at least one hour

prior to scheduled starting time. Failure to notify the supervisor within the required time may be cause for denial of sick leave with pay.

- b. When required by his department head, an employee shall submit a medical certificate from a physician or dentist certifying the employee's absence from work. The Police Chief or his designee shall require a medical certificate for any sick leave in excess of three consecutive work days. The Police Chief may make an appropriate inquiry into any use of sick leave. If an employee experiences three or more separate sick leave absences in any twenty-eight (28) day period, his department may require the employee to submit a medical certificate certifying such absences before the employee is granted sick leave with pay. A department head may require a medical certificate for any sick leave absence for which he has reason to believe that sick leave privileges may be or have been misused.

#### **Section 6. Misuse of Sick Leave.**

An employee claiming sick leave for purposes other than those herein specified shall suffer loss of pay for the time of such misuse of sick leave and shall be subject to disciplinary action up to and including dismissal.

**Section 7. Eligibility for Sick Leave.**

Sick leave credits shall be accrued during the first three months of employment, but an employee will not be eligible for sick leave benefits until he has completed three (3) months of continuous service.

**Section 8. Absences for Periods Less Than Full Work Shift.**

Sick leave absences for a fractional part of a full work shift shall be charged to the nearest half hour, except not in an amount less than one quarter (.25) hour.

**Section 9. Control of Sick Leave.**

The Police Chief is responsible for control of attendance to ensure that absences by employees receiving sick leave pay are for causes covered by this contract and City policy. .

**Section 10. Extended Illness or Incapacities.**

An employee will only be permitted to use that sick leave credit which has been earned. Special cases involving extended illnesses or incapacities will be referred to the City Manager for appropriate action.

**Section 11. Terminating Employees.**

The sick leave credits of an employee who leaves the service of the City for any reason, including regular or disability retirement, shall be terminated on the last day that such employee is actively employed by the City, except as indicated in Section 12.

**Section 12: Accrued and Payment for Sick Leave**

- a. Each member will receive 80.6 hours sick leave per year credited at the rate of 3.1 hours per 2-week pay period.

- b. Each member will have the option on March 31 and September 30 of each year of receiving pay (base hourly rate) for up to 80 payable sick leave hours each option date. To be eligible to participate in the sell-back option an employee must have a minimum combined balance of two hundred forty (240) hours of payable sick leave, non-payable sick leave and vacation leave; provided that employees must, after the sell back, retain a minimum of 40 hours payable and/or non-payable sick leave.
- c. Each member will have the option on March 31 and September 30 of each year of converting up to forty (40) hours of payable sick leave to vacation hours. To be eligible, an employee must have a remaining sick leave balance of at least eighty (80) hours of sick leave after the conversion.
- d. All payable sick leave hours will be paid (base hourly rate) when a non-probationary employee leaves the employ of the City, if the employee gives and works through a minimum two-week notice, unless unable due to unforeseen circumstances or deemed medically or psychologically unfit by a medical provider and approved by the Human Resources Director, Police Chief, or City Manager/designee.
- e. Non-probationary employees who do not give and complete a two-week notice or who are terminated from the City's employment will be paid half of their accrued sick leave.
- f. Any non-probationary employee who is terminated will be paid half of their accrued leave within sixty (60) days of their last day of active employment, signing a grievance waiver, or after all post-termination hearings or appeals



have been finalized, whichever is later. Payment will be processed during schedule payroll periods.

Accrued sick leave payments at retirement under this Article will not be included as salary for pension purposes.

### **Section 13**

The City will permit bargaining unit employees and City employees to donate current payable sick leave hours or vacation leave hours to other bargaining unit employees and City employees under the following conditions:

(A) The recipient has exhausted all of his/her accrued sick leave and vacation leave.

(B) The recipient is on extended leave due to illness or injury with the expectation of returning to work. Extended leave is leave for two (2) calendar weeks or more, unless the Chief determines in his discretion that circumstances warrant an exception to the two-calendar week requirement.

(C) Hours must be donated in four (4) hour increments (4 hours of payable sick leave or 4 hours of vacation leave). Donations are hour for hour, regardless of rank or rate.

(D) The donated hours will be credited to the recipient's non-payable sick leave/vacation leave account as appropriate.

(E) The City will post a notice when donated time is being requested. The notice will state the estimated total amount of leave needed by the recipient. However, if all of the donated hours are not used by the recipient, the unused hours will remain in the recipient's account and will not be re-credited to a donor.

(F) The City assumes no responsibility for the donated time and will not encourage or discourage the donation of time.

(G) The recipient will not accrue any additional vacation leave or sick leave while on leave and being paid from donations of vacation leave or sick leave by fellow employees. Holiday pay will not be paid to an employee using donated sick leave or vacation leave. Employees will not be entitled to receive or accrue any additional benefits as a result of donated time under this Section. Family Medical Leave Act will start as set forth in Article 29, Section 2. Health care coverage provided by the City will not be extended beyond the requirements of the Family Medical Leave Act as a result of donated time under this program.

## ARTICLE 20

### VACATION LEAVE

#### Section 1. Vacation Leave Accrual

Effective October 1, **2022**, each regular full-time and probationary bargaining unit employee will, based upon continuous months of service be credited bi-weekly with vacation leave according to the following schedule:

| SERVICE MONTHS | BIWEEKLY ACCRUAL | TOTAL ANNUAL VACATION HRS | HOLIDAY BIWEEKLY ACCRUAL | TOTAL BIWEEKLY ACCRUAL | MAXIMUM ANNUAL BAL w/ HOLIDAY PAY |
|----------------|------------------|---------------------------|--------------------------|------------------------|-----------------------------------|
| 0-60           | 3.0770           | 80                        | 4.00                     | 7.0770                 | 584                               |
| 61-72          | 3.3847           | 88                        | 4.00                     | 7.3847                 | 592                               |
| 73-84          | 3.6924           | 96                        | 4.00                     | 7.6923                 | 600                               |
| 85-96          | 4.0000           | 104                       | 4.00                     | 8.00                   | 608                               |
| 97-108         | 4.3077           | 112                       | 4.00                     | 8.3077                 | 616                               |
| 109-132        | 4.6154           | 120                       | 4.00                     | 8.6154                 | 624                               |
| 133-157        | 4.9231           | 128                       | 4.00                     | 8.9231                 | 632                               |
| 158-181        | 5.2308           | 136                       | 4.00                     | 9.2308                 | 640                               |
| 182-204        | 5.5385           | 144                       | 4.00                     | 9.5385                 | 648                               |
| 205-216        | 5.8462           | 152                       | 4.00                     | 9.8462                 | 656                               |
| 217-228        | 6.1539           | 160                       | 4.00                     | 10.1538                | 664                               |
| 229 +          | 6.4615           | 168                       | 4.00                     | 10.4615                | 664                               |

Unused vacation leave may be accumulated to a maximum of five hundred and four hours plus the annual vacation leave accrued for the employee's completed years of service.

An employee on leave without pay for up to 7 consecutive days continues to accrue vacation time. Any employee on leave without pay for 8 or more consecutive days will not be credited with vacation hours for any bi-weekly pay period ending after eight (8) days of such absence. Vacation leave shall be considered earned on the day following the end of each bi-weekly

pay period and shall be credited to the employee's vacation account bi-weekly. Vacation credits shall be accrued during the first six months of employment, but an employee will not be eligible for vacation leave benefits until he/she has completed six months of continuous employment.

**Section 2. Eligibility for Vacation Leave.**

An employee shall be eligible to use vacation leave at any time after such vacation leave has been credited to his account, as indicated on their most recent paycheck stub or timecard, except at such time when a department's workload makes it impractical for such vacation leave to be granted.

**Section 3. Scheduling of Vacation Leave.**

Whenever possible, employees will be granted vacation leave at the time they desire. However, the Police Chief has the right to schedule all vacation leave. When scheduling vacation leave, consideration shall be given to longevity of service.

**Section 4. Ineligible Employees.**

Part-time or temporary employees are not eligible for vacation leave.

**Section 5. Terminating Employees.**

Any non-probationary employee who leaves the service of the City for any reason, including regular or disability retirement, shall be paid for unused earned vacation leave, up to a maximum of six hundred fifty-six (656) hours, (496 maximum accrual on day prior to anniversary date plus 160 hours credited on first payroll date following the anniversary date), if the employee gives and works through a minimum two-week notice, unless unable due to unforeseen

circumstances or deemed medically or psychologically unfit by a medical provider and approved by the Human Resources Director or City Manager/designee.

Non-probationary employees who do not give and complete a two-week notice or who are terminated from the City's employment will be paid half of their accrued vacation leave.

Any non-probationary employee who is terminated will be paid half of their accrued leave within sixty (60) days of their last day of active employment, signing a grievance waiver, or after all post-termination hearings or appeals have been finalized, whichever is later. Payment will be processed during schedule payroll periods.

The City will review any terminating probationary employee's record and pay them only holiday pay, provided, however, the City shall reduce the holiday pay owed by any vacation time taken by the employee during probation.

If the employee retires from the City, payment under this Section will be made on the employee's last check. Accrued vacation leave payments at retirement under this Article will not be included as salary for pension purposes. The official termination date shall be the last day of active employment and shall not be extended for the purpose of vacation leave.

**Section 6. Full Hours to be Charged.**

Vacation leave shall be charged to employees' accounts in increments of one quarter (.25) hour.

**Section 7. Granting of Vacation Time.**

All vacations shall be granted as to time and manner according to the practice presently in effect with the department as long as in the opinion of the Chief, such practice will cause the least interference with the performance of the regular work of the police force.

## ARTICLE 21

### HOLIDAY LEAVE

#### Section 1

City shall provide holiday leave benefits which provides for thirteen (13) holidays at 8 hours per holiday. The holiday hours will be credited to the employee's vacation hour accrual at the close of each bi-weekly payroll period at a rate of 4.0 hours per bi-weekly pay period. A non-probationary bargaining unit employee who leaves the service of the City for any reason, including regular or disability retirement, shall be paid for such accrued holiday pay, as outlined in Article 20, Section 5.

The City observed holidays are:

- New Year's Day
- Martin Luther King's Birthday (3rd Monday in January)
- Presidents Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

## ARTICLE 22

### EDUCATIONAL REIMBURSEMENT/RETRAINING

#### Section 1

The City agrees to encourage continued education in the field of police work. For full-time, non-probationary employees, the City will reimburse tuition and fifty (50) percent of book expense to an officer, upon completion of the course work as hereinafter set forth under the following conditions:

(a) Courses taken at a community college or university by employees working on an AA, AS, BA, or BS, in criminal justice, criminology, police science or otherwise approved and related degree consistent with the parameters set forth in Article 14, Wages. It is recognized that some courses will not be directly related to the major but may be required as part of the degree program.

(b) Criminal justice, criminology, or police science courses, even though the employee may not be working toward a criminal degree.

(c) Any course work or degree other than that listed in (a) or (b) above will be reimbursed at the sole discretion of the City only if the prior permission of the City Manager or his designee is obtained before enrolling in the course.

(d) In order to qualify for reimbursement, the employee must receive a "C" or better when working on an AA, AS, BA or BS degree. If the employee is not working on a degree, the employee must receive a "B" or better to be entitled to reimbursement.

(e) Reimbursement will be limited to the actual cost of tuition and fifty percent (50%) of the cost of required books (employee keeps the books) upon the submission of receipts for the tuition and books after meeting the grade requirements set forth above. Tuition for community

college courses shall be limited to the tuition charged by St. Johns River State College; tuition for university courses shall be limited to the tuition charged by the University of North Florida. If the employee chooses to go to an accredited institution other than a community college or a state university, the City's tuition reimbursement responsibility will be limited to the tuition charged by St. Johns River State College or the University of North Florida.

(f) Participation in the tuition reimbursement program is totally voluntary on the part of the employee. The City's sole responsibility under this Article is the payment of tuition and book expense as provided herein. Any employee receiving a scholarship or grant for education is not eligible for this Program, unless the amount received is less than the cost of tuition, which will be reviewed on a case-by-case basis. Such scholarships and grants include (but are not limited to) G. I. benefits, Social Security benefits and tuition waivers. Persons receiving bona fide educational loans are eligible for reimbursement.

(g) An employee may take up to two courses or eight hours per semester.

(h) If an employee who has received tuition reimbursement and/or book expenses under this Section leaves the employment of the City of St. Augustine, whether voluntarily or involuntarily, the employee shall be required to reimburse the City for all tuition and book expense paid by the City within the two-year period immediately preceding the employee's termination from the City. The employee will sign an agreement relating to reimbursement of the City under this paragraph at the time the employee receives payment from the City for tuition and book expense.



## **Section 2**

It is the officer's responsibility to obtain mandatory retraining. The City will supply the Union with the Criminal Justice Standards and Training Commission Report that is supplied to the City by the Commission, which shows the compliance date for mandatory retraining. When an employee attends a course that can count for mandatory retraining or career development, it is the employee's option on how the course is to be counted.

## **Section 3**

The City reserves the ultimate right to limit or discontinue this program based on fiscal impact to the City's budget by advising the Association of its decision without further bargaining. The City will honor reimbursements approved prior to any such action.

## ARTICLE 23

### WORKERS' COMPENSATION

#### Section 1

All workers' compensation premiums are to be paid by the City. An employee who is temporarily disabled as a result of an injury received in the course of employment with the City shall be entitled to be compensated as described herein. If an employee is working off duty as permitted by Article 15, the officer will be covered by this Section only if the injury occurs while performing a function which the employee must be a certified police officer to perform, *i.e.*, effecting an arrest. During the first week (7 calendar days), the employee will receive his/her normal City paycheck. For the second through the thirteen weeks of any compensable disability, such employee shall receive eighty-five percent (85%) of his/her normal pay. The purpose and intent of this eighty-five percent (85%) payment is to provide an employee who sustains a compensable injury with an amount of pay which approximates the employee's pre-injury normal pay after taxes. For the purpose of this Section, the normal pay will be the amount of salary excluding overtime the employee was receiving immediately prior to his injury. In order to qualify for these benefits, the employee must endorse all of his/her workers' compensation checks over to the City. It is the employee's option to choose between the workers' compensation check or the City check; however, once an option is selected, that option will continue for the remainder of the thirteen (13) weeks during which the employee could receive the eight-five percent (85%) payment by the City. The payment under this Article will continue for a maximum of up to thirteen (13) weeks within the two (2) year period following the date of such injury or until the date of medical determination that the employee will be unable to return to duty, whichever comes first. If such disability continues for more than fourteen (14) weeks within the two (2) year period

following the date of such injury or has been medically determined to be of a nature which prevents return to duty of the employee's eighty-five percent (85%) of normal pay shall be terminated at the end of said fourteen (14) week period or date of medical determination that such employee will be unable to return to duty within said period and the employee will retain his workers' compensation checks. The City may, at its option, provide extensions beyond the fourteen (14) week period limitation as outlined herein. At the termination of the fourteen (14) week period or the termination of the extension period or upon a medical determination of a nature which prevents the return to duty, the employee's right to compensation shall be governed by the Workers' Compensation Law and by his/her entitlement to pension rights and other benefits, if any. Should changes in the Federal Withholding and FICA/Medicare regulations and laws regarding taxability of Workers' Compensation benefits be enacted, the parties will meet to discuss an appropriate adjustment to the eighty-five percent (85%) formula in Section 1 of this Article. During leave under this Section 1, the City will continue to provide group insurance coverage at City cost to the same extent provided to other bargaining unit employees and the employee will continue to accrue sick leave and vacation leave.

## **Section 2**

After the first fourteen (14) weeks of disability, if an employee receiving temporary total or temporary partial weekly indemnity benefits desires to supplement workers' compensation up to the eighty-five (85%) percent level in Section 1 above with accrued but unused sick leave or vacation leave, he/she may do so by advising the City's Human Resources Department and continuing to deposit his/her workers' compensation check with the City's Finance Department and the employee's paycheck as defined in Section 1 will continue to be issued. The employee's

sick leave account and then vacation leave account will be charged up to the supplement amount which is the difference between the statutorily established workers' compensation and eighty-five (85%) percent of the employee's normal pay. The number of hours charged to the employee's leave account(s) will be calculated by dividing the supplement amount by the employee's hourly wage. The employee may use less than the calculated hours but not more.

While the employee is receiving 85% compensation under Section 2, the City will continue to provide group insurance coverage at City cost to the extent provided for other bargaining unit employees, but the employee will not accrue vacation leave or sick leave.

### **Section 3**

The City may require an employee who is disabled on duty and therefore eligible to receive workers' compensation under Sections 1 and 2 above to perform any other available work within the City, provided the employee's attending physician's assessment of the employee's physical or mental abilities, work restrictions or limitations does not prohibit the employee from performing assigned work. The employee's refusal or failure to perform such assignments will result in the employee forfeiting all statutory and contractual workers' compensation benefits under this Article. The City may require a second medical opinion at its cost. If the medical opinions disagree as to the ability of the employee to perform the available work, a third medical opinion at the City's cost may be obtained, which will be binding. The third doctor will be selected by the employee's doctor and doctor designated by the City.

The employee will continue at his regular rate while performing such assigned work during the sixteen (16) week period following the date of injury as described in Section 1 above. After the sixteen (16) week period within the two (2) year period as described in Section 1 above, the

employee will be paid at the rate of the job to which he/she is assigned (or at the sole discretion of the City, be paid a higher rate of pay) and if so entitled, the employee will receive state worker compensation temporary partial wage loss benefits. The City retains the right to end such temporary assignments at any time or to offer the employee another regular, full-time position with the City.

#### **Section 4**

The Association and the bargaining unit recognize that the pay protection for those injured on the job is a valuable benefit not universally available to all City employees. The Association, the bargaining unit and the City will work together to ensure that there is no abuse of Workers' Compensation.

## ARTICLE 24

### SAFETY AND HEALTH

#### Section 1

It is the responsibility of the City to provide safe and sanitary working conditions in all present and future installations and to develop a safe working force. The Association will cooperate with and assist management to live up to this responsibility.

#### Section 2

The City and The Association insist on the observation of safe rules and safe procedures by employees and supervisors and insist on the correction of unsafe conditions. Failure of employees to comply may result in a disciplinary action.

#### Section 3

If an employee believes he/she is being required to work under unsafe conditions, the employee shall (1) notify his/her immediate supervisor who will immediately investigate the condition and take corrective action if necessary; (2) the Association Steward may immediately notify the Chief; (3) file a grievance if no corrective action is taken within the period stated in Article 16.

#### Section 4

Employees who work at jobs or in areas deemed by the City Office of Assistant City Manager to be dangerous shall be required to wear safety devices and/or equipment as designated by that office as necessary for their protection. Such devices and equipment will be

provided by the City. When such equipment has been prescribed by the Assistant City Manager, it shall be furnished by the City at no cost to the employee. Failure or refusal of an employee to wear safety devices and use safety equipment shall be grounds for disciplinary action.

## **Section 5**

This Article will not be used as a guideline for manning levels.

## ARTICLE 25

### MEDICAL COVERAGE

#### Section 1

Effective October 1, 2022, the City shall participate in the UBC HealthCare Trust Fund for medical, vision, and dental benefits for all regular, full-time employees. The City will pay for each employee's medical, vision, and dental benefits at 100% for the duration of this Agreement. The employee will pay for dependent coverage, provided that the City will contribute 80% and the employee will contribute 20% toward dependent coverage for the fiscal year 2022-2023.

The extent of the City's obligations under this Article shall be limited to the payment of the contributions established by the City. Covered employees shall be entitled to benefits only in accordance with and governed by the conditions of the plan of benefits established by the Trust Fund. Neither the City nor the Union shall be obligated to pay any insurance benefits directly to employees.

Participation in the UBC HealthCare Trust Fund is subject to annual renewal after reviewing the claims experience and renewal rates. Therefore, after reviewing renewal rates and/or prior to September 30<sup>th</sup> each contract year, the City reserves the ultimate right to make any changes including but not limited to continued participation in the UBC HealthCare Trust Fund or change to fully insured insurance carrier(s) nature, scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget.



## **Section 2**

Should the City terminate participation in the UBC Trust Fund for any of the remaining years of this contract, the health insurance plan as approved by the City of St. Augustine will be offered for all regular, full-time employees. The City will pay for each employee's Group Health Insurance for the duration of this Agreement, provided however, that the City reserves the ultimate right to make any changes including but not limited to any change in the insurance carrier(s) nature or scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget. The employee will pay for dependent coverage; provided that the City may, at its option, contribute toward dependent coverage. If the City contributes toward dependent coverage, it may at its option decrease or cease such contributions in the future by advising the Association of its decision without further bargaining.

## **Section 3**

In addition, should the City terminate participation in the UBC Trust Fund for any of the remaining years of this contract, the City will provide dental coverage of its choice to regular, full-time employees only at the City's cost provided however, that the City reserves the ultimate right to make any changes including but not limited to, any change in the insurance carrier(s), nature or scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget. Optional dependent dental coverage may be offered. The employee will pay for any and all elected dependent dental coverage.

## ARTICLE 26

### **BULLETIN BOARD AND ASSOCIATION BUSINESS**

#### Section 1

The Association shall have the use of up to one-half the area of the bulletin boards located in the Ready Room or Classroom area for posting notices, which shall not be of political or controversial nature.

All notices shall be signed by an officer of the Association.

Copies of all notices shall be submitted to the City Manager or his designee prior to their being posted. If the City Manager feels that the notice is of controversial nature, the Association agrees to rewrite it in such a way that it would not be of controversial nature.

Any material found on The Association bulletin board space not on file with the Employer or not signed by an officer of the Association may be removed by the Employer.

#### Section 2

The City hereby agrees that the Association will have the right to use the Training Room at the St. Augustine Police Department for the purpose of the Association meetings. The room must be scheduled in advance with the Chief of Police, and its use by the Association will be limited by other needs.

## ARTICLE 27

### COUNSELING

#### Section 1

Whenever any St. Augustine police officer is directly involved in a shooting incident (*i.e.*, the officer is doing the shooting or being shot at), the officer will be placed on “administrative leave” by the Chief of Police. The length of the leave shall be at the discretion of the Chief.

#### Section 2

If deemed necessary by the Chief of Police, the City will make available to the officer the services of a psychologist or qualified counselor approved by the City for the purpose of helping the officer deal with the “aftermath” of the incident. This service will be paid for by the City.

#### Section 3

If, in the opinion of the psychologist or counselor, the officer is unable to return to full active duty, the officer may be placed on light or administrative duty until such time as the psychologist or counselor certifies that the officer is ready to return to full active duty.

## ARTICLE 28

### LEAVE OF ABSENCE

#### Section 1

Subject to Article 9, with the written approval of the City Manager, an employee may be granted leave of absence without pay for a specified period not to exceed one year.

Such leave of absence may only be granted when an employee possesses such exceptional skills, abilities or specialized knowledge that the City Manager deems it in the best interest of the City to grant leave of absence and the privilege to return to the same position of employment at the end of the specified period of leave of absence.

In such event, the position temporarily vacated by the employee granted leave of absence may be filled by temporary appointment during the specified leave period.

#### Section 2

The employee's and the City's rights and obligations under the Family Medical Leave Act will be determined by the statute, applicable regulations, and court interpretations under the Act. In the event the Act requires a benefit greater than the benefits provided under this contract, the Act will apply. In determining leave eligibility, the City will use a rolling 12 month period measured backwards from the date leave is used. For other than intermittent leave, FMLA absences which exceed three (3) consecutive days will be counted against available FMLA leave, beginning with the first day of the absence. Leave under the FMLA will run concurrently with any other paid leave, such as sick leave, workers compensation leave, vacation leave, or any other leave whether paid or unpaid, during which employee medical insurance benefits are provided by the City at City expense.

### **Section 3**

Both parties agree to comply with the Federal and State law in regard to military leave and the rehiring of employees called to military duty. These laws include but may not be limited to Chapter 115.07 Florida Statutes, the Uniformed Services employment and Reemployment Act (USERRA) and the Family Medical Leave Act of 1993 (FMLA) and as Amended by Section 585 of the National Defense Authorization Act.

ARTICLE 29

VACANCIES - PROMOTIONS

When a budgeted vacancy occurs in any position covered by this Agreement, such vacancy shall be filled without undue reasonable delay.

All vacancies shall be filled in accordance with City Personnel Regulations.

For the purposes of this Article, “undue unreasonable delay” will mean not more than six (6) months.

## ARTICLE 30

### ABOLISHMENT, CONSOLIDATION OR REDUCTION IN WORK FORCE

In the event of a City reduction in work force of 50% or more, consolidation or abolishment of the department, the City and The Association will meet as soon as possible to discuss severance pay.

## ARTICLE 31

### PREVAILING RIGHTS

Unless specifically provided for or abridged herein, all wage and economic fringe benefits, break times and other terms and conditions of employment that are mandatory subjects of bargaining, currently in effect known to and approved by the City Administration and City Commission shall remain in effect under conditions upon which they have previously been granted, unless changed as hereinafter provided.

In order to change or eliminate any prevailing right as described above, the City will notify the Association of the proposed change and upon request of the Association, negotiate over the change. If the parties are unable to reach agreement, the change will not be made until the City has met the minimum requirements then in existence under the Public Employees Relations Act for bargaining over such changes.

Nothing in this Article shall prevent the City from making reasonable changes in work rules or methods, provided that such changes do not reduce the benefits referred to above.

The City will provide the Association with a copy of written work rules affecting employees covered by this Agreement that are instituted or modified during the term of this Agreement.

Nothing in this Article shall be construed to modify or eliminate the concept of past practice.



## ARTICLE 32

### SEVERABILITY CLAUSE

Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet within 15 days and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

ARTICLE 33

DURATION

Section 1

This Agreement will be in full force and effect from October 1, 2022 or the date of ratification, whichever is later, through September 30, 2025.

Section 2

Either party may notify the other in writing between March 1, 2025 and June 1, 2025 of its desire to modify or terminate the Agreement effective September 30, 2025. If notice is not given by June 1, 2025, of the intent to modify or terminate, the contract will automatically renew for successive one-year periods until written notice to modify or terminate is given by either party by June 1 of a succeeding year.

CITY OF ST. AUGUSTINE

COASTAL FLORIDA POLICE  
BENEVOLENT ASSOCIATION

By:   
John P. Regan  
City Manager

By:   
Chris Miller  
Police Corporal

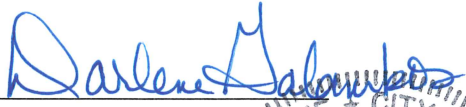
DATE: 9-26-22

DATE: 09/26/2022

Subject to ratification by the City of St. Augustine Commission.

Attest:

Ratified by the City Commission:

  
Darlene Galambos  
City Clerk

9/26/2022  
Date



## APPENDIX A

### POLICE OFFICER

|    |             |
|----|-------------|
| 1  | \$52,395.25 |
| 2  | \$52,919.20 |
| 3  | \$53,448.39 |
| 4  | \$53,982.88 |
| 5  | \$54,522.71 |
| 6  | \$55,067.93 |
| 7  | \$55,618.61 |
| 8  | \$56,174.80 |
| 9  | \$56,736.55 |
| 10 | \$57,303.91 |
| 11 | \$57,876.95 |
| 12 | \$58,455.72 |
| 13 | \$59,040.28 |
| 14 | \$59,630.68 |
| 15 | \$60,226.99 |
| 16 | \$60,829.26 |
| 17 | \$61,437.55 |
| 18 | \$62,051.93 |
| 19 | \$62,672.45 |
| 20 | \$63,299.17 |
| 21 | \$63,932.16 |
| 22 | \$64,571.48 |
| 23 | \$65,217.20 |
| 24 | \$65,869.37 |
| 25 | \$66,528.06 |
| 26 | \$67,193.34 |
| 27 | \$67,865.28 |
| 28 | \$68,543.93 |
| 29 | \$69,229.37 |
| 30 | \$69,921.66 |
| 31 | \$70,620.88 |
| 32 | \$71,327.09 |
| 33 | \$72,040.36 |
| 34 | \$72,760.76 |
| 35 | \$73,488.37 |
| 36 | \$74,223.25 |
| 37 | \$74,965.49 |
| 38 | \$75,715.14 |
| 39 | \$76,472.29 |
| 40 | \$77,237.02 |

**APPENDIX B**

**CORPORALS**

|    |             |
|----|-------------|
| 1  | \$55,238.14 |
| 2  | \$55,790.53 |
| 3  | \$56,348.43 |
| 4  | \$56,911.92 |
| 5  | \$57,481.03 |
| 6  | \$58,055.84 |
| 7  | \$58,636.40 |
| 8  | \$59,222.77 |
| 9  | \$59,815.00 |
| 10 | \$60,413.15 |
| 11 | \$61,017.28 |
| 12 | \$61,627.45 |
| 13 | \$62,243.72 |
| 14 | \$62,866.16 |
| 15 | \$63,494.82 |
| 16 | \$64,129.77 |
| 17 | \$64,771.07 |
| 18 | \$65,418.78 |
| 19 | \$66,072.97 |
| 20 | \$66,733.70 |
| 21 | \$67,401.03 |
| 22 | \$68,075.04 |
| 23 | \$68,755.79 |
| 24 | \$69,443.35 |
| 25 | \$70,137.79 |
| 26 | \$70,839.16 |
| 27 | \$71,547.56 |
| 28 | \$72,263.03 |
| 29 | \$72,985.66 |
| 30 | \$73,715.52 |
| 31 | \$74,452.67 |
| 32 | \$75,197.20 |
| 33 | \$75,949.17 |
| 34 | \$76,708.66 |
| 35 | \$77,475.75 |
| 36 | \$78,250.51 |
| 37 | \$79,033.01 |
| 38 | \$79,823.34 |
| 39 | \$80,621.58 |
| 40 | \$81,427.79 |

**APPENDIX C**

**SERGEANTS**

|    |             |
|----|-------------|
| 1  | \$69,359.11 |
| 2  | \$70,052.70 |
| 3  | \$70,753.23 |
| 4  | \$71,460.76 |
| 5  | \$72,175.37 |
| 6  | \$72,897.12 |
| 7  | \$73,626.10 |
| 8  | \$74,362.36 |
| 9  | \$75,105.98 |
| 10 | \$75,857.04 |
| 11 | \$76,615.61 |
| 12 | \$77,381.77 |
| 13 | \$78,155.58 |
| 14 | \$78,937.14 |
| 15 | \$79,726.51 |
| 16 | \$80,523.78 |
| 17 | \$81,329.01 |
| 18 | \$82,142.30 |
| 19 | \$82,963.73 |
| 20 | \$83,793.36 |
| 21 | \$84,631.30 |
| 22 | \$85,477.61 |
| 23 | \$86,332.39 |
| 24 | \$87,195.71 |
| 25 | \$88,067.67 |
| 26 | \$88,948.34 |
| 27 | \$89,837.83 |
| 28 | \$90,736.21 |
| 29 | \$91,643.57 |
| 30 | \$92,560.00 |

APPENDIX D

Police Officers Bill of Rights, Florida Statutes § 112.532 (1990).

LETTER OF UNDERSTANDING

BETWEEN

CITY OF ST. AUGUSTINE

AND

THE COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

The City of St. Augustine has adopted a Drug Free Workplace Policy. A summary of the Policy is attached to this Letter as Attachment A. Where there is a conflict between this Policy and the Department Drug Screening Program, this Policy will prevail.

Random drug testing will be implemented as part of the City's Drug Free Workplace Policy. Up to five times annually (October through September), the City will draw 20% of the names or social security numbers of certified personnel. Those individuals whose names or numbers are drawn will immediately be sent for a drug test. If off duty, the individual's name/number will remain confidential and they will be sent for testing immediately upon returning to duty. The Association may be present at the time of the random selection, in which case social security numbers will be used. The Association representative present will certify that the numbers were drawn at random by signing the list of numbers drawn. All certified personnel will be subject to having their names or social security numbers drawn each time and, as a result, may be tested more than once per year. Testing, Testing Procedure and Test Results will be as defined in the Drug-Free Workplace Policy.

CITY OF ST. AUGUSTINE

COASTAL FLORIDA POLICE  
BENEVOLENT ASSOCIATION

*/s/ Wm. B. Harriss*  
William B. Harriss

*/s/ Patrick L. McGuire*  
Patrick McGuire

Date *9/26/05*

Date *9/22/05*

Subject to ratification by the City of St. Augustine City Commission.

*/s/ Martha V. Porter*  
Martha V. Porter (seal)  
City Clerk

RATIFIED BY CITY COMMISSION

*9/26/05*  
DATE

## DRUG FREE WORKPLACE POLICY SUMMARY

In a commitment to safeguard the health of our employees and to provide a safe working environment for everyone, we have established a Drug-Free Workplace Policy for the City of St. Augustine. This policy is implemented pursuant to the Drug-free workplace program requirements under F.S. 440.102 and the rules of the Department of Labor and Employment Security, Division of Workers' Compensation; Section 234.091 Florida Statutes; Regulations of the U.S. Department of Transportation (D.O.T.) contained in 49 CFR Part 40; and Regulations of the Federal Highway Administration continued in 49 CFR Parts 382 and 391.

The essential parts of this policy are:

1. The City of St. Augustine prohibits the use, possession, sale, manufacture or distribution of drugs, or other controlled substances on or off its property. Except as otherwise provided in City policy, the City prohibits the use or possession of alcohol on City property. It is also against City policy to report to work or to work under the influence of drugs or alcohol. Any employee who is taking any prescription drug which might impair safety, performance or any motor function must advise his or her supervisor before requesting to work under such medication.
2. Drug Testing of Job Applicants:
  - a. All Applicants considered final candidates for a position will be tested for the presence of drugs as part of the application process, to the extent permitted by Florida law.
  - b. Applicants will be asked to sign the Applicant Drug Testing Consent form. If an applicant refuses, he/she will not be considered for employment and the employment application process will be terminated.
  - c. If an applicant's test is confirmed positive, the applicant will not be considered for employment and will be informed that he/she has failed to meet employment standards.
3. Drug Testing of Employees:
  - a. Reasonable Suspicion Testing: Employees will be tested when there is a reasonable suspicion that an employee is using or has used drugs.
  - b. Random Testing: Employees in designated safety sensitive or special risk positions may be subject to random testing. Currently this includes employees required to possess a commercial driver's license, certified firefighters and certified police officers. The scope criteria and testing process will be governed by applicable state and federal laws and collective bargaining agreements.
  - c. Routine Fitness for Duty Testing: Employees will be drug tested if the test is conducted as a part of a routinely scheduled employee fitness-for-duty medical examination.
  - d. Post Accident. Employees who cause or contribute to an accident will be tested.
  - e. Follow-up Testing: All employees who have been determined to have used drugs will be subject to unannounced follow-up drug tests. Employees in safety sensitive or special risk positions will not be allowed to work in these positions while being professionally evaluated and/or participating in rehabilitative programs.
  - f. Additional Testing: Additional testing may also be conducted as required by applicable state or federal laws, rules or regulations or as deemed necessary by the City of St. Augustine (i.e. internal application for promotion or transfer to special risk or safety sensitive positions).
4. Disciplinary Action:
  - a. In the case of a first time violation of the City's policy, including a confirmed positive drug test result (without evidence of use, sale, possession, distribution, dispensation or purchase of drugs on City premises or while on duty), the employee will be subject to discipline up to and including discharge.
  - b. The City may suspend employees without pay under this policy pending the results of a drug test or investigation.



- c. Any employee using, selling, purchasing, possessing, distributing or dispensing drugs on duty or on City premises or in a City vehicle will be discharged, except where such activity is written within the scope of employment of a police officer.
  - d. The City will not discharge or otherwise discipline an employee solely upon the employee's voluntarily seeking treatment for a drug related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug related problems, or entered a drug rehabilitation program.
5. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the City of St. Augustine as a part of this drug testing program are confidential communications. Unless authorized by state laws, rules or regulations, the City of St. Augustine will not release such information without a written consent form signed voluntarily by the person tested.
  6. A Drug Use Information form which is a confidential report which must be filled out by both job applicants and employees both before and after being drug tested. This form permits individuals to provide the Medical Review Officer (MRO) with a list of all prescription and non-prescription drugs they are currently using or have used in the last month, as well as any other information they consider relevant to the test. The employee or applicant may consult the MRO for technical information regarding prescription or non-prescription drugs. The information is on Drug Testing/Chain-of-Custody HRS form 1806 or other current form will be provided to you.
  7. Prior to testing, the job applicant or employee will be given a list of the most common medications by brand name or common name and chemical name which may alter or affect a drug test. This information is on the Drug Testing/Chain-of-Custody HRS form 1806 or will be provided to you.
  8. Attachment "A" is a list of the common medications by brand name and chemical name which may alter or effect a drug test. Attachment "B" is a list of employee assistance programs and local drug and alcohol rehabilitation programs.
  9. Any applicant who refuses to submit to the pre-employment drug test shall be ineligible for hire.
  10. **Any employee who refuses to submit to a drug test may be terminated from employment or otherwise disciplined by the City. An injured employee who refuses to submit to a drug test or has a positive confirmation test, in addition to the above consistent with Florida law may, forfeit his/her eligibility for all workers' compensation medical and indemnity benefits. An employee in special risk or safety sensitive positions, including an employee with commercial driver's license whose test is confirmed positive or who refuses to submit to a drug test who is not terminated will not be allowed to operate a City vehicle until that employee has been evaluated by a substance abuse professional or MRO, complied with recommended rehabilitation and has a negative result on a return-to-duty drug test.**
  11. The following is a list of all drugs (described by brand name, common name and/or chemical name) for which the City will test:

- Alcohol (booze, drink, distilled spirits, wine, beer, malt beverage, intoxicating liquor, alcoholic beverage)
- Amphetamines (Binhetamine, Desoxyn, Dexedrine)
- Barbiturates (Phenobarbital, Tuinal, Amytal)
- Benzodiazophines (Ativan, Azene, Klonopin, Dalmane, Diaozepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron, Xanax)
- Cannabinoids (marijuana, hashish, hash, hash oil, pot, joint, roach, spleaf, grass, weed, reefer)
- Cocaine (coke, blow, nose candy, snow, flake, crack)
- Methaqualone
- Methodone (Dolophine, Methadose)
- Phencyclidine (PCP, angel dust, hog)
- Propoxyphene (Darvocet, Darvon N. Dolene)
- Opiates (opium, dover's powder, paregoric, parepectolin)

The actual drugs tested will vary based on whether the test is conducted under Federal Regulations or the Florida Drug Free Workplace Act.

12. Job applicants and employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.
13. A job applicant or employee who receives a positive confirmed drug test result may contest or explain the result to the MRO or City within 5 working days after written notification of the positive test result. If a job applicant's or an employee's explanation or challenge is unsatisfactory to the MRO, the person may contest the results pursuant to rules adopted by the Department of Labor and Employment Security. The MRO shall report a positive test result back to the City.
14. Within five (5) days after written notification of a positive test result, the employee or job applicant may submit information to the City explaining why the test result does not constitute a violation of City policy; or after notification from the City, may otherwise contest the drug test result pursuant to rules adopted by the Department of Labor and Employment Security.
15. A job applicant or an employee has the responsibility of notifying the drug testing laboratory, through the employer, of any administrative or civil action brought pursuant to Chapter 440, Florida Statutes. The lab will maintain the sample until the case or administrative appeal is settled.
16. This policy may be the result of collective bargaining between the City and a labor organization. If you are an employee covered by a collective bargaining agreement, you should consult the the Association contract for appeal rights. In addition, there may be appeal rights under City policy, Florida Statutes 440.12 et seq., and to the Public Employees Relations Commission.
17. To ensure that drugs do not enter or affect the workplace, the City of St. Augustine, upon reasonable suspicion, reserves the right to search all personal vehicles, containers, or other employee owned items on City premises in furtherance of this policy. Individuals may be requested to display personal property for visual inspection upon the City's request.
18. Failure to consent to search or display for visual inspection, pursuant to Paragraph 17, will be grounds for termination or reason for denial of access to City premises by any others.
19. Searches of employee's personal property, pursuant to Paragraph 17, will take place only in the employee's presence. All searches under this policy will occur with the utmost discretion and consideration for the employees involved.
20. The contents of these drug guidelines are presented as statements of the City of St. Augustine's current policy and may be changed and updated by the City consistent with applicable law including Florida Statute 447. These guidelines are not intended to create a contract between the City of St. Augustine and any employee. Nothing in these guidelines binds the City of St. Augustine to a specific or definite period of employment or to any specific policies, procedures, actions, rules or terms and conditions of employment.
21. Employees, as a condition of employment, are required to abide by these guidelines.
22. In the event of a conflict between this Summary and a specific provision of (1) the City's Drug Free Workplace Policy; (2) federal or state law; or (3) a specific provision of an applicable collective bargaining agreement, the latter will prevail.

The above is a summary of the City of St. Augustine's Drug Free Workplace Policy. The complete policy is available in the City's Personnel Division.