

# **AGREEMENT**

between

**COASTAL FLORIDA**

**POLICE BENEVOLENT ASSOCIATION**



**AND**



**THE CITY OF ATLANTIC BEACH**

**2022 - 2025**

**MEMORANDUM OF UNDERSTANDING FOR AMENDMENT TO CONTRACT BETWEEN**  
**THE CITY OF ATLANTIC BEACH AND**  
**COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION**

This Memorandum of Understanding is entered into between the City of Atlantic Beach (hereinafter referred to as "the City") and the Coastal Florida Police Benevolent Association (hereinafter referred to as "the PBA") on behalf of those City of Atlantic Beach employees within the bargaining unit for the purpose of bargaining collectively in the determination of the wages, hours and terms of conditions of employment.

The City and the PBA agree as follows:

Article 12 of the current collective bargaining agreement is hereby modified to the language contained in the attached document, which is incorporated by reference and reflects a change to section 12.3, providing for codification of current practice regarding OT shifts on holidays.

Article 21 of the current collective bargaining agreement is hereby modified to the language contained in the attached document, which is incorporated by reference and reflects in Section 21.3 the current practice regarding the physical ability test. Sections 21.4 and 21.5 are hereby deleted because the dates mentioned have passed.

Article 26 of the current collective bargaining agreement is hereby modified to the language contained in the attached document, which is incorporated by reference and reflects a change to section 26.1, which deletes the time-in-grade, increases the hourly rate for the Police Officer and Police Sergeant step plan and adds language to the time in grade provision. The proposed plan is contained in the current budget before the Commission.

Article 26 of the current collective bargaining agreement is hereby modified to the language contained in the attached document, which is incorporated by reference and reflects a change to section 26.6, regarding promotion to sergeant, which deletes the last two sentences to align with the changes made in 26.1.

Article 26 of the current collective bargaining agreement is hereby modified to the language contained in the attached document, which is incorporated by reference and reflects a change to section 26.7, providing for a name change from SWAT (Special Weapons and Tactics Team) to SRT (Special Response Team).

Article 26 of the current collective bargaining agreement is hereby modified to the language contained in the attached document, which is incorporated by reference and reflects a change to section 26.9, providing for a change in the minimum shift time, from three hours to one, that an officer in charge must work to earn the pay increase.

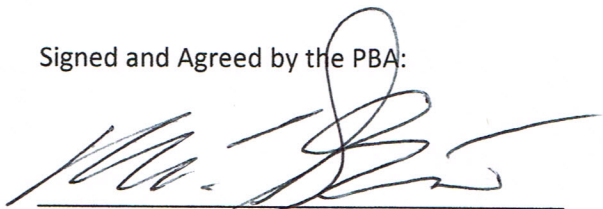
Miscellaneous: The parties agree to each pay half, up to \$2000 each, for an actuarial study to determine the impact a pension multiplier change from 2% per year of service to 3% per year for all sworn officers, would have, utilizing the actuary currently utilized by the city for its pension plans. The City is not agreeing to a change, just to pay for half of the actuarial study.

This MOU will become effective upon approval by the City Commission, ratification by the members of the PBA and execution by both parties. This Agreement will remain in effect until new terms are negotiated and incorporated into the Collective Bargaining Agreement between the City and the PBA. All other terms and conditions of the Collective Bargaining Agreement not specifically referenced herein shall remain unchanged.

Signed and Agreed by the City:

Signed and Agreed by the PBA:

\_\_\_\_\_  
Shane Corbin, City Manager

  
\_\_\_\_\_  
Mike Scuderio, Executive Director

Ratified by the PBA on:

Approved by the City Commission on:

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## AGREEMENT

This Agreement is effective October 1, 2022 between the City of Atlantic Beach, hereinafter referred to as the Public Employer, or City, and the Coastal Florida Police Benevolent Association, Inc., hereinafter referred to as the Association. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working relationships between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences which may arise and to set forth basic and full agreement between the parties concerning wages, hours and other conditions of employment enumerated herein. There shall be no individual arrangements or agreements covering any part or all of this Agreement contrary to the terms provided herein without coordination with and approval by the above parties, in writing. It is mutually understood and declared to be the public policy of the Public Employer and the Association to promote harmonious and cooperative relationships between the Public Employer and the Association and to protect the public by assuring, at all times, the orderly and uninterrupted operations and functions of government.

Whenever a male pronoun is used in this Agreement it shall be construed to include reference to both sexes.

## ARTICLE 1

### RECOGNITION

- 1.1 Pursuant to and in accordance with all applicable provisions of Part II of Chapter 447, Florida Statutes, the Public Employer recognizes the Association as the exclusive collective bargaining representative for those employees in the unit certified by the Florida Public Employees Relations Commission (PERC) per Unit Certificate 1665 in the Atlantic Beach Police Department for the purpose of bargaining collectively in the determination of the wages, hours and terms and conditions of employment of those public employees within the bargaining unit.
- 1.2 It is further understood and agreed that the Association Staff Representative of record (who is the certified bargaining agent as per F.S. 447.301 (2)) will be the official spokesman. In matters other than collective bargaining (i.e., the resolution of grievances, etc.) or in the absence of the Staff Representative, the Unit Representative or the alternate of the Atlantic Beach Police Department, will be the official spokesman for the Association in any matter between the Association and the Public Employer, only, however, on the matters which the Association has authority regarding its membership. The Association shall designate in writing the name of the Unit Representative and alternate.
- 1.3 The Association agrees to provide the City with the names of the officers for the Association and will specify the name of the alternate spokesman. The Association will also notify the City of any changes in Association negotiations team as soon as possible.

## ARTICLE 2

### PAYROLL DEDUCTIONS AND DUES

- 2.1 Upon receipt of a written authorization from an employee covered by this Agreement, the Public Employer will deduct from the employee's pay the amount owed to the Association by such employee for dues. It is understood that this provision will provide for deductions equal to the number of pay periods per year. The Public Employer will submit to the Association the deducted sums within fifteen (15) calendar days of the normal payday. Changes in the Association membership dues and rates will be certified to the Public Employer in writing over the signature of the President of the Association and shall be done at least thirty (30) calendar days in advance of the effective date of such change. The City may notify Association members of any increase in dues in advance of such increase being deducted by the Employer. The Public employer's remittance will be deemed correct if the Association does not give written notice to the Public Employer within seven (7) calendar days after remittance is received of its belief and reasons stated therefore that the remittance is incorrect.
- 2.2 The Association will indemnify, defend and hold the Public Employer harmless against any claim made, and against any suit instituted, against the Public Employer as the result of any check-off of Association dues.
- 2.3 An employee may revoke his authorization for deduction of dues provided the employee gives thirty (30) calendar days written notice to the Public Employer. Upon receipt of such notification, the Public Employer shall forward a copy to the Association and terminate dues on the pay date immediately following the expiration of the thirty (30) calendar days' notice period.
- 2.4 No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be checked off. Net earnings shall mean net after required deductions.
- 2.5 If there is an amount deducted in excess of what is authorized by this Agreement, the employee affected shall seek recourse with the Association and not the City, provided that the excess amount deducted was in fact remitted to the Association in the form of union dues.



## ARTICLE 3

### NO STRIKE PROVISION

- 3.1 The Association and bargaining unit members shall have no right to instigate, support, promote, sponsor, engage in, or condone, in any manner, any work stoppage, boycott, slow-down, strike, intentional disruption of City operations, or to withhold services for any reason. Management shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this paragraph. The only question that may be raised in any proceeding, grievance, judicial or otherwise, contesting such action is whether this provision was violated by the employee to be discharged or otherwise disciplined.

## ARTICLE 4

### EMPLOYMENT GUIDELINES

- 4.1 a. The Association, its representatives, members or any persons acting on their behalf agree that the following "unlawful acts" as defined in Chapter 447, Florida Statutes are prohibited;
- 1) Solicitation of public employees during working hours of any employee who is involved in the solicitation; or
  - 2) Distributing literature during working hours in areas where the work of the public employees is performed such as offices, warehouses, schools, police stations, fire stations and any similar public installations.
- b. The circuit courts of the state shall have jurisdiction to enforce the provisions of this section by injunction and contempt proceedings if necessary. A public employee who is convicted of a violation of any provision of this section may be discharged or otherwise disciplined by the Public Employer notwithstanding further provisions of this or any other agreement.
- 4.2 The Public Employer and Association agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment suitable to maintain a competent work force. The Public Employer and Association affirm the joint opposition to any discriminatory practices in connection with employment, promotion, training or assignment; remembering that the public interest requires full utilization of employees' skills and ability without regard to race, color, age, creed, religion, national origin, union affiliation or non-union affiliation, handicap, sex, sexual orientation, gender identity, marital status, or any other non-merit factor except where age or sex is a bona fide occupational qualification for the job necessary for proper and efficient job performance. Any complaint or issue concerning discrimination or discriminatory practices shall be addressed and handled pursuant to Article 28 of this Agreement.

## ARTICLE 5

### MANAGEMENT RIGHTS

- 5.1 Except as expressly provided for in this Agreement, the Public Employer retains the sole and exclusive right to manage its operations and direct the work of the bargaining unit employee, including the rights to decide the number and location of work stations, the operation of motorized equipment, the scope of service to be performed, the methods of service, the schedule of work time; to contract and subcontract existing and future work; to determine whether and to what extent the work required in its operation shall be performed by employees covered by this Agreement; to maintain order and efficiency in its work stations and locations; to curtail or discontinue temporarily or permanently, in whole or in part, operation whenever in the opinion of the Public Employer good business judgment makes such curtailment or discontinuance advisable; to hire, lay-off, assign, transfer, promote, demote, and determine the qualifications of employees; to create new job classifications and to create and amend job descriptions; to determine the starting and quitting time and the number of hours to be worked; to require an employee to take a physical or mental examination, given by a health service, or a physician or psychiatrist selected by the Public Employer; to assign overtime work; to discipline, suspend, and/or discharge employees for just cause; and to have complete authority to exercise those rights and powers incidental thereto, including the right to make unilateral change, subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement.
- 5.2 The above rights of the Public Employer are not all inclusive but indicate the type of matters or rights that belong to and are inherent to the Public Employer in its capacity as manager of the Police Department of the City. Any of the rights, powers, and authority the Employer had prior to entering into this collective bargaining agreement are retained by the Employer, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.
- 5.3 Any and all aspects of wages, hours, and working condition, which are not specifically covered by this Agreement, may be initiated, instituted, continued or discontinued without notification of or consultation with the Association. The Public Employer is not required to continue those voluntary aspects of wages, hours, and working conditions not included in this Agreement, but which were in effect prior to entering into this Agreement or instituted thereafter, nor shall the employees have any binding right to such matters. Whenever the city increases any benefits for any city employees the city may also unilaterally provide those same benefit increases for the bargaining unit members. Once given the city may not decrease any benefits of bargaining unit members except as provided for by this collective bargaining agreement or through the collective bargaining process.

- 5.4 It is agreed that every incidental duty connected with operations enumerated in job descriptions is not always comprehensive and employees, at the discretion of the City, may be required to perform duties not within their specific job descriptions as long as they are related to Police Department operations and have the approval of the Chief of Police or their designee.
- 5.5 Whenever it is determined that civil emergency conditions exist, including riots, civil disorder, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Mayor, City Manager and/or Chief of Police during the time of the declared emergency provided that wage rates and monetary fringe benefits shall not be suspended.
- 5.6 The Public Employer's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of this right to exercise such function or right, nor preclude the Public Employer from exercising the same in some other way, provided such do not conflict with the express provisions of this Agreement.

## ARTICLE 6

### SPECIAL MEETINGS AND ASSOCIATION TIME POOL

#### Special Meetings:

- 6.1 The Public employer and the duly appointed representative(s) of the Association agree to meet and confer on matters of interest upon the written request of either party.
- 6.2 The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meetings. Discussions shall be limited to the matters set forth in the request or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this or any other Agreement or for the resolution of grievances.
- 6.3 Such special meetings shall be held within ten (10) calendar days of the receipt of a written request if said meeting is jointly agreed to by both parties in writing. The meeting shall take place at a time and place mutually agreeable to by the parties. The Association shall have the right at these special meetings, to make recommendations to the Public Employer to improve department operations and resolve problems identified by the Association.

## ARTICLE 7

### PROBATIONARY EMPLOYEES AND SENIORITY

7.1 All employees shall be classified as probationary employees for the first twelve (12) months of continuous uninterrupted employment after becoming a solo officer, during which time such employees may be laid off, disciplined or discharged with or without cause and without recourse to the grievance procedure but will be afforded all the protection as listed under F.S.S. 112. The City Manager and/or the Chief of Police have the discretion to extend the probationary period with cause. Provisions as to seniority shall not apply to probationary employees; rather, seniority shall date back to the time of hire after an employee has successfully completed his probationary period. If more than one employee is hired on the same day, seniority shall be determined by the day (1-31) of birth, with the employee with the lowest numerical day of birth having the most seniority. The employee with the longest date of position is most senior.

7.2 Seniority:

Seniority as used herein, is defined as unbroken, continuous service with the Atlantic Beach Police Department as a full-time, sworn law enforcement officer. Authorized paid approved leave shall not reduce the officer's seniority and seniority shall compute from the date hired as a full-time, sworn law enforcement officer in accordance with applicable State and Federal Laws. Any unpaid leave shall be in accordance with applicable state and federal laws, i.e. Military Leave or FMLA.

7.3 Classification Seniority:

Classification Seniority shall begin with the most recent service in the employee's classification, (e.g. Officer, Detective or Sergeant). Employees shall not attain seniority until the completion of the probationary period in their classification (probation is defined in Article 7.1 of this Agreement). Seniority shall relate to the most recent date of promotion in that classification.

Employees that are returned to a lower grade position shall retain their seniority as if they had been serving continuously within the lower grade position.

7.4 Seniority shall benefit each classification as follows:

- a. Layoffs. Shall the need to layoff members of the Bargaining Unit exist, the City should use the documented performance records of the individual(s), seniority and the overall record before the layoff begins.
- b. Position Elimination. If a sergeant's or detective's position is eliminated or abolished, the sergeant or detective will return to the position previously held,

if a vacancy exists, without losing seniority in the classification to which he/she is returned. If there is no vacancy within the previously held position, the sergeant or detective shall be returned to the next lower position and be given priority consideration whenever a vacancy within the higher position previously held occurs.

- 7.5 Seniority shall be lost for the following reasons:
- a. Voluntary resignation
  - b. Retirement
  - c. Termination
  - d. Failing to return to work from authorized leave of absence

## ARTICLE 8

### RULES AND REGULATIONS

- 8.1 Any general order issued after the effective date of this Agreement shall remain in full force and effect, if not in conflict with any Article or Section in this Agreement. All other general orders shall remain in full force and effect and the Employer retains the right to issue other general orders in its sole discretion as long as they comply with State and Federal Laws.
- 8.2 The City shall have the right to establish, maintain and enforce, or rescind, amend or change, reasonable rules and regulations and standard operational procedures as long as they comply with State and Federal Laws.
- 8.3 Any employee violating a rule or regulations or standard operational procedure may be subject to disciplinary action, including dismissal.



## ARTICLE 9

### DISCHARGE AND DISCIPLINE

- 9.1 The Employer has the right to discharge, suspend or otherwise discipline employees for just cause. The Employer shall consider, among other things, the seriousness and frequency of offenses when determining the appropriate discipline, which may include a warning, suspension or immediate discharge. Employees are not entitled to a particular number of warnings prior to the imposition of discipline, including discharge.
- 9.2 The following acts shall be grounds for discipline up to and including discharge.
- a. Falsifying statements or records;
  - b. Stealing;
  - c. Drinking or possessing alcoholic beverages while on duty, unless authorized by the Chief of Police;
  - d. Possessing, using or selling a controlled substance, including but not limited to, narcotics, marijuana, or barbiturates, other than that prescribed by a physician of the employee unless authorized by the Chief of Police;
  - e. Being under the influence of a controlled substance other than that prescribed by a physician for the employee, or being under the influence of an alcoholic beverage which would also be a violation of Article 9.2j;
  - f. Recklessness or negligence while on duty;
  - g. Violation of the no strike provision of this Agreement;
  - h. Violation of a published work rule or regulation or standard operational procedure;
  - i. Failure to immediately report vehicle accidents involving damage to any City property;
  - j. Conduct that could bring discredit to the Employer;
  - k. Having committed and/or convicted for felony, driving while under the influence of alcohol, or narcotic substances, crime involving moral turpitude, or a misdemeanor involving perjury or a false statement, or a misdemeanor evidencing bad moral character;
  - l. Leaving the working area during working hours without authorization;

- m. Sleeping while on duty;
- n. Fighting, wrestling, horseplay, or any other act which might interfere with the safe or efficient operation of the Employer;
- o. Unauthorized absence;
- p. Unauthorized tardiness;
- q. Repeated failure to achieve a satisfactory evaluation of work performance;
- r. Refusal to cooperate during an investigation;
- s. Insubordination;
- t. Conduct unbecoming a city employee; or
- u. Refusal to obey the lawful commands of a superior officer, City Manager, or their designee.

The foregoing enumeration of grounds for discipline are by way of illustration and shall not be deemed to exclude management's right to discipline, or discharge, employees for any other cause.

- 9.3 Failure to discipline an employee for violation of these rules, regulations, and/or standard operational procedures shall not affect the right of the City to discipline the same or other employees for the same or other violations of the same rules, regulations, and/or standard operational procedures.
- 9.4 The City may use progressive discipline keeping in mind the officer's previous records and the ability to use training as a means to correct the situation. Except for serious violations, supervisors and department heads are encouraged to utilize progressive discipline. Progressive discipline is an approach in which a sequence of penalties is administered, each one slightly more severe than the previous one. The goal is to build a discipline program that progresses from less severe to more severe in terms of punishment for similar or like offenses. Steps within a progressive discipline system that should be considered are:

- a. Counseling. Does employee understand rules, policies, etc., and what is expected of them? Such action may or may not be documented in writing; however, the supervisor should maintain a record (date/time/subject) of counseling. This action does not constitute official disciplinary action and is considered as an administrative action.
  - b. Written Warning. Places employee on notice that further acts will result in more severe disciplinary action. Such action must be documented in writing by use of an official Employee Counseling Form and may, or may not, be placed in employee's official personnel records. This action does not constitute official disciplinary action and is considered as an administrative action.
  - c. Official Reprimand. Written action that is placed within employee's official personnel records. Such action should be documented, in writing, by use of official Employee Counseling Form.
  - d. Suspension. Normally, the final step in the disciplinary process prior to termination. Such action must be fully documented and should be coordinated with the Human Resource Manager prior to implementation.
  - e. Demotion. Depending on circumstances, it may be appropriate over removal. Such action must be fully documented and should be coordinated with the Human Resource Manager prior to implementation.
  - f. Removal (same as termination). The most severe disciplinary action. Such action must be fully documented and should be coordinated with the Human Resource Manager prior to implementation.
- 9.5 Florida State Statute 112.532, (the Law Enforcement Officers' Bill of Rights as amended from time to time) shall apply whenever a law enforcement officer is under investigation and subject to interrogation by members of his/her agency for any reason which could lead to disciplinary action, demotion or dismissal. Florida State Statute 112.533 shall be complied with for the receipt and processing of complaints received.
- 9.6 Employees shall be notified at the earliest practicable time following the request by a private citizen to review the personnel file of the employee.
- 9.7 Files maintained by the Internal Investigation Division will be purged by applicable State and Federal Laws.
- 9.8 The City will comply with Section 119.07 of the Florida Statutes and will not release information of members of the Bargaining Unit unless allowed by law. It shall be the right of any officer, at any reasonable time to inspect and request a copy of his/her personnel records and completed internal affairs files.

## ARTICLE 10

### GRIEVANCE PROCEDURE

- 10.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from an alleged violation of specific terms of the Agreement as provided in this Article.
- 10.2 For the purpose of this Agreement, a grievance is defined as a disagreement between the Public Employer, Association and one or more of its employees concerning the interpretation, application, or compliance with this Agreement, including disagreements regarding discipline.
- 10.3 Grievances may be taken up during the working time of the grievant upon the mutual agreement between the Public Employer and the Association. Affected personnel of the Department will follow the steps as numerically outlined where they are organizationally feasible. In issues dealing with discipline, the City and Association agree that due to the organizational structure of the Police Department, subordinate supervisors are not authorized to circumvent decisions of a higher ranking supervisor or the Chief of Police. Therefore, a grievant may file the first step of the grievance with the supervisor who is alleged to have breached this Agreement. If the grievant is grieving a discipline issue, the grievance shall be filed with the supervisor who directed the discipline.
- 10.4 All grievances proceeding to Step II must be reduced to writing and must contain the following information:
- a. The specific Article and Section of this Agreement alleged to have been violated by the Public Employer;
  - b. A full statement of the grievance, giving a description of the facts and dates and times of the events involved in the alleged violation, and the specific remedy desired by the grievant;
  - c. Signature of grievant, or Staff Rep. if grievance is being submitted by the Association , and date signed; and,
  - d. Designation letter signed by the grievant, if applicable, designating any representative appointed to represent them during the grievance process.
- Failure of the grievant to comply with this section shall make the grievance null and void.

- 10.5 All grievances shall be processed in accordance with the following procedure:

Step 1 - The grievant shall orally, or in writing, present his grievance to his immediate supervisor within ten (10) working days of receipt of an official written notice or of the occurrence of the action giving rise to the grievance, provided that should the action giving rise to the grievance occur while the employee is on authorized paid leave of absence or is on his scheduled day(s) off the grievant shall have ten (10) working days from returning to duty to orally, or in writing present his grievance. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The immediate supervisor will discuss and make an effort to resolve all legitimate grievances with fairness and justice for both the grievant and the Public Employer. The immediate supervisor shall orally communicate a decision to the grievant within ten (10) working days from the date the grievance was presented to him.

Step 2 - If the grievance is not settled at the first step, the grievant and/or his designated representative shall within ten (10) working days of the response under step 1 present the grievance in written form (in compliance with Article 10.4) to the Chief of Police with a copy to the City Manager. The Chief of Police or his designee, shall investigate the alleged grievance and shall within ten (10) working days of receipt of the written grievance conduct a meeting with the grievant, his representative (as appropriate), and the Association if the grievant requests Association representation. The Chief of Police or his designee shall notify the grievant, in writing, of his decision no later than ten (10) working days following the meeting.

Note: If the Step 1 Grievance was submitted to the Chief of Police and a Step 1 meeting with the grievant has been held, another meeting at Step 2 is optional and at the discretion of the Chief of Police.

Step 3 - If the grievance is not settled at the second step, the grievant and/or his representative shall within ten (10) working days from the date of the Chief of Police's decision present the written grievance to the City Manager or his designee. The City Manager, or his designee, shall investigate the alleged grievance and may within ten (10) working days of receipt of the written grievance conduct a meeting with Public Employer representatives, the grievant and the Association if the grievant requests Association representation. The City Manager or his designee shall notify the grievant in writing of his decision not later than ten (10) working days after the date the grievance was received by the City Manager, or from the date of the meeting, if conducted.

Step 4 - If a grievance, as defined in this Article, has not been satisfactorily resolved within the Grievance Procedure, the Association Staff

Representative of record may request arbitration in writing to the Office of the City Manager no later than ten (10) working days after the response is received in Step 3 of the grievance procedure.

- 10.6 It is the mutual desire of the Employer and the Association that grievances shall be adjusted as quickly as possible and to that end the time limits set forth in this Article are to be strictly enforced. The time limits may only be extended by mutual written agreement.

The term "work days" as used in this Article include days that the City Hall is open for business (excluding authorized absences of either party). For the purpose of calculating time limits, the day on which a grievance, or a reply by management to a grievance, is received, shall not be counted. Failure of management to observe the time limits for any step in the Grievance Procedure without a mutually agreed written extension of time shall entitle the grievant (or the Association in the case of Step 4) to proceed to the next Step of the Grievance Procedure as outlined in this Article. Failure of the Association to observe the time limits for any step in the Grievance Procedure without a mutually agreed written extension of time shall terminate the grievance.

## ARTICLE 11

### ARBITRATION PROCEDURE

- 11.1 Whenever the Association requests arbitration in accordance with the provisions of Article 10, the parties shall within ten (10) working days following appeal to arbitration jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, each of whom shall be a member of the National Academy or Arbitrators. Arbitrators shall be selected from such panel by alternately striking names from this list (the Association shall make the first strike) until only one name remains on the list.
- 11.2 The limitations of the powers of the Arbitrator are as follows:
- a. The Arbitrator shall not have the power to add to, subtract from, or alter the terms of this Agreement;
  - b. The Arbitrator shall have no power to establish wage scales, rates for new jobs, or to change any wage;
  - c. The Arbitrator shall have only the power to rule on matters arising under this Agreement and is confined exclusively to the question(s) which is presented to him which question(s) must be actual and existing;
  - d. If the subject of the grievance submitted to arbitration concerns disciplinary measures (excluding discharge) taken against one or more employees, the Arbitrator is only empowered to pass upon whether the employee or employees concerned actually committed, participated in, or were responsible for the act of misconduct. The Arbitrator has no authority to pass upon the nature, extent, or severity of the disciplinary measure(s) taken, such determination being solely a managerial prerogative. If the Arbitrator finds that the employee has not committed, participated in, or was not responsible for, the act of misconduct for which he has discipline, the Arbitrator has the power to make the employee or employees whole, including ordering back pay (less compensation received from any other sources) for time lost, and reinstatement when applicable.
- 11.3 There shall be no appeal from the Arbitrator's decision; it shall be final and binding on the Association and on all bargaining unit employees and on the Public Employer, provided the Arbitrator's decision is not outside or beyond the scope of the Arbitrator's jurisdiction, or is not in violation of public policy. The authority and responsibility of the Public Employer, as provided by Florida Law, shall not be usurped in any matter.
- 11.4 The Arbitrator will charge the cost of his services to the losing party of each grievance. Each side will pay its own representative and witnesses. The cost of

a court reporter and the transcription fee shall be paid by the party requesting the court reporter and/or a transcription of the proceedings.

- 11.5 The parties shall make closing oral arguments at the arbitration, and there shall be no written briefs. The parties retain the right to provide the arbitrator with copies of relevant statutes, case law, or other controlling authority within 10 days of the closing of the arbitration.



ARTICLE 12

HOLIDAYS

12.1 The following are recognized as holidays under the terms of this agreement:

New Years Day	January 1 <sup>st</sup>
Martin Luther King's Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19th
Independence Day	July 4th
Labor Day	1st Monday in September
Veterans Day	November 11th
Thanksgiving Day	4th Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24th
Christmas Day	December 25th
Any day that the City Commission may designate	

NOTES:

For union members that work shifts, Holidays shall be observed on the actual date that they occur.

For union members that work a Monday through Friday workweek:

Whenever Christmas falls on a Saturday, Christmas shall be observed on the preceding Friday with Christmas Eve observed on the preceding Thursday.

Whenever Christmas falls on a Sunday, Christmas shall be observed on a Monday with Christmas Eve observed on the preceding Friday.

Whenever Christmas falls a Monday, Christmas shall be observed on Monday with Christmas Eve observed on the preceding Friday.

12.2 **Not Scheduled to Work a Holiday:**

Employees who are not scheduled to work on the observed holiday shall receive at the discretion of the Public Employee their regular shift hours (8, 10, 12, etc. hours) as pay at the employee's regular straight time hourly rate of pay or compensatory time, at the straight time rate.

12.3 **Scheduled to Work a Holiday:**

**Worked the Holiday.** Employees whose work shift starts on the holiday shall receive compensatory time equal to their scheduled shift (8, 10, 12, etc. hours), plus be paid at the rate of one and one-half (1-1/2) the employee's regular hourly rate of pay.

**Did Not Work the Holiday, i.e., approved to take the Holiday off.**

Employees shall receive Holiday pay equal to their scheduled shift (8, 10, 12, etc. hours) and shall not be required to take Personal Leave or receive any additional compensation for the Holiday.

12.4 In order to be eligible for holiday pay the employee must have worked the last scheduled working day immediately prior to the holiday and the first regularly scheduled working day immediately after the observed holiday unless the employee is on paid vacation, military leave, paid sick leave substantiated by a doctor's certificate, or other paid absences excused by the Chief of Police. Employees must be expected to return to work in order to receive holiday pay.

12.5 Employees who have been assigned holiday work and fail to report for and perform such work without reasonable cause shall not receive pay or compensatory time for the holiday and shall be subject to appropriate disciplinary action.

12.6 Employees who are on an unpaid leave of absence or layoff on their last scheduled workday proceeding the day on which such holiday is observed shall not receive pay or compensatory time for the holiday.

12.7 The accrual and payout of compensatory time under this Section shall be governed by the provisions of Article 17.

## ARTICLE 13

### PERSONAL LEAVE HOURS

13.1 The "Personal Leave Hours" concept is advancement from the traditional vacation and sick leave system.

- a. When a Personal Leave Hour is used for illness or other emergencies, employees are required to notify the on-duty supervisor, or if he/she is unavailable the Communication Center of the nature of the illness or emergency at least one hour prior to the start of the employees shift.

When an employee is planning to use Personal Leave or Compensatory Time off, he must submit his request for the leave in writing to the Police Chief, or his designee, at least fourteen (14) calendar days, prior to the first day of the intended absence. The Chief of Police, or his designee, shall respond to the request within seven (7) days, not including Saturday, Sunday, or holidays, of receipt of the request. Approval of the leave may be denied if in the discretion of the Chief, or his designee, such leave would pose an undue disruption of the department.

The employee's supervisor may approve any leave without fourteen (14) days prior notice so long as the employee is not absent for more than forty (40) hours. The granting or denial of this request shall be the discretion of the Division Commander of the work shift that is affected.

- b. Minimum units charged against Personal Leave under sections 13.1a shall be in increments of fifteen (15) minutes or more.
- c. For Personal Leave hours used for illness, the City always retains the right to require medical documentation of the illness.
- d. The maximum number of personal leave hours which may be accrued and carried forward to the following fiscal year is 680 hours.

Employees should make every attempt to schedule and use their personal leave prior to the end of each fiscal year. Failure to use the personal leave time will result in forfeiture on October 1 of each fiscal year of any time that exceeds the 680 hour limit.

If a personal leave request is cancelled by the City due to no fault of the employee and cannot be rescheduled prior to the end of the fiscal year, their City Manager head may approve the employee to carry-over the personal leave hours that were canceled. In such unusual case, the employee must use

these personal leave hours prior to the end of the next fiscal year.

- e. No Personal Leave Hours may accumulate to an employee who is in a non-pay status or utilizing donated leave.
- f. Eligible employees who resign with at least two (2) weeks' prior written notice of resignation to the City Manager, are laid off, or who retire shall be paid for up to 680 unused personal leave hours as follows:
  - (1) Employees hired by the City before October 1, 2012, with ten (10) or more years of completed service on the date their employment ends shall be paid out 100% of the personal leave hours accrued (up to a maximum of 680 hours).
  - (2) Employees hired by the City before October 1, 2012, with less than ten (10) years of completed service on the date their employment ends shall be paid out 50% of personal leave hours accrued (up to a maximum of 680 hours).
  - (3) Employees hired by the City on or after October 1, 2012, shall be paid out 50% of personal leave hours accrued (up to a maximum of 680 hours).

13.2 In the event of the employee's death, the balance of the employee's Personal Leave shall be paid to the beneficiary of the deceased employee.

13.3 Effective on the date of ratification of this Agreement by both parties personal Leave time shall accumulate during each pay period and shall be credited to the employee at the end of each pay period using the following schedule:

<u>Beginning Year of Employment</u>	<u>Thru Year</u>	<u>Hours per Pay Period</u>	<u>Total Annual Hours</u>
First Year		5.12	133
1	3	6.04	157
4	5	6.55	170
6	7	7.27	189
8	10	8.19	212
11	12	8.81	229
13	14	9.42	244
15	10.04		261

- 13.4 On September 1<sup>st</sup> of 2023, each employee may sell back to the city accrued personal leave hours under the following restrictions:
- A. Employees may not sell back more than fifty (50) hours of accumulated leave.
  - B. The sell back of leave hours is further limited in that employees may not reduce their leave bank balance below 80 hours as a result of the sell back of leave hours under this section.
  - C. The city shall have unilateral authority to determine the procedures for how the sell back of leave hours under this section will be conducted.
- 13.5 Whenever an employee takes time off of work due to the birth or adoption of a child, the employee shall be entitled to up to six (6) weeks of paid leave under the following conditions and in compliance with the City's Employee Handbook, as may be amended from time to time:
- a. The time off taken by the employee must qualify under the Family Medical Leave Act as time off for the birth or adoption of a child. If the time taken off does not qualify as FMLA time, the employee shall not be entitled to compensation under this section.
  - b. The time off taken must be within three months immediately after the birth or placement of the child.
  - c. All other requirements for time off under FMLA must be complied with by the employee to be entitled to compensation under this section.

## ARTICLE 14

### LEAVES OF ABSENCE WITHOUT PAY

- 14.1 The City shall conform to the Family Medical Leave Act (FMLA) with FMLA eligible employees entitled to leave per a twelve (12) month period for the periods and reasons as specified in the FMLA.
- 14.2 Leaves of absence without pay may also be granted for other reasons deemed acceptable to management other than those covered in under the FMLA.
- 14.3 All leaves, with or without pay, should be requested by the employee in writing and should be approved in writing before becoming effective.
- 14.4 Requests for Military Leave shall be submitted in accordance with Article 15.
- 14.5 Any approved Leave Without Pay (LWOP) shall become effective only after the employee has utilized all available paid leave and compensatory time to which they may be entitled.
- 14.6 An employee's starting date will be adjusted for leaves of absence without pay, unless restricted by State or Federal law.

## ARTICLE 15

### MILITARY LEAVE

- 15.1 The City will grant employees leaves of absence for military duties as dictated by the requirements of state and federal laws.
- 15.2 Employees requesting military leave are responsible for notifying the Chief of Police as soon as possible of the dates for such training period(s).
- 15.3 An official set of military orders should be submitted as soon as possible, but in no case shall an employee be paid for Military Leave until an official set of orders or appropriate documentation have been received.
- 15.4 All requirements of applicable statutes and rules concerning veteran preferences and protections under Florida and federal law are incorporated into this collective bargaining agreement by reference, and are superior to any conflicting provision of this collective bargaining agreement.

## ARTICLE 16

### BEREAVEMENT LEAVE

- 16.1 Employees covered by this agreement may be granted, upon approval of the Chief of Police, time off with pay not to exceed three calendar days, in the event of a death in the employee's immediate family for the purpose of attending the funeral and/or attending to related obligations of the deceased relative. An employee may be granted up to four (4) hours off with pay if the employee is required to act as a pallbearer for a deceased member of the Atlantic Beach Police Department.
- 16.2 The employee's immediate family shall be defined as the employee's spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, grandparents, step-parents, step-child, step-brother, step-sister and any other member of kinship who may be residing under the same roof with an employee during the time of death.
- 16.3 Funeral leave or bereavement leave shall be paid leave and not charged to personal leave days.
- 16.4 The employee may be required to provide the Chief of Police with verification of death before compensation is approved.



## ARTICLE 17

### HOURS OF WORK AND OVERTIME

- 17.1 The bargaining unit employee's basic work period shall be based on the Fair Labor Standards Act (FLSA) with a work period of 28 days. The basic work period for an employee covered by this Agreement will consist of up to 168 hours per 28 day work period. When the City deems it necessary, the basic work period may be changed, provided the employees are given at least seven (7) calendar days notice prior to the change. If the assigned work period is increased or decreased, then the number of hours worked before the time and one-half overtime pay rate applies shall be increased or decreased proportionally.
- 17.2 Whenever the Chief of Police or the City Manager permits an employee (at the employee's request) to attend a training seminar or training program which is not specifically assigned, the employee shall have no right to receive any compensation or compensatory time for the hours spent traveling to or from or attending the seminar or program. However, the Chief of Police or City manager may at their discretion compensate the employee for attending the seminar or program and/or reimburse the employee for travel or lodging expenses. Such decision is not subject to the grievance or arbitration procedures of this agreement.
- 17.3 Except as provided in Section 17.4, all hours worked in excess of 168 hours during an employee's basic scheduled work period shall be considered overtime and shall be compensated at the rate of one and one-half (1½) times the employee's regular hourly rate of pay. All approved paid leave shall be counted as hours worked for purposes of computing overtime pay. The city has the management right to order any bargaining unit member to work overtime as the city deems necessary.
- 17.4 An employee will have the option of receiving compensatory time off or overtime pay provided 85% or more of the overtime budget has not been expended at the time the overtime work is performed. However, the maximum amount of compensatory time, which may be accrued under this agreement (including Article 12 and Article 17), is one-hundred (100) hours of compensatory time. Under this Article, compensatory time shall be accrued at the same rate as overtime pay. Once an employee accrues one-hundred (100) hours of compensatory time, no further accrual of compensatory time will be allowed. Thereafter, hours worked in excess of an employee's regular scheduled two week work period shall normally be paid to the employee.
- 17.5 For the purpose of taking compensatory time off, the employee shall, in accordance with procedures for Personal Leave, Article 13, request to be allowed to utilize his accrued hours. All accrued compensatory time off must be taken during the fiscal year (October 1 - September 30) in which it is earned. If not, the

employee shall receive a cash payment for the excess unused compensatory time on or after the last pay period of the fiscal year but no later than September 30th of the same fiscal year at the regular hourly rate earned by the employee at the time the employee receives such payment. Note: Employees will not be paid for Compensatory Time unless their Compensatory Time payment amount equals or exceeds one hour.

- 17.6 Hours worked in excess of the employee's normal scheduled hours due to emergency situations such as hurricanes, tornadoes, civil disorders and other like matters as declared by the Chief of Police, will be compensated for at the rate of one and one-half (1½) times the employee's regular hourly rate of pay.
- 17.7 When an employee is required to appear as a witness at a deposition, trial, or hearing on a pending criminal, civil, or traffic case or as a witness in a pending departmental disciplinary action, where the employee is or was involved in his official police capacity, and such appearance occurs when the employee is scheduled to be off duty, he shall be compensated at the employee's regular rate of pay for the reasonable time spent traveling to and from the location of the deposition, trial, or hearing and for the time spent in performing his duties as a witness, with a minimum of three (3) hours. Provided, however, the employee must submit to the Police Chief a copy of any notice of deposition or subpoena and must remit to the City any witness fee or fees received in connection with the appearance that exceed twenty dollars (\$20.00) excluding travel reimbursement, unless City transportation is furnished in which case travel reimbursement should not be requested or accepted or if receive such fee will be signed over to the City.
- 17.8 In changing individual work schedules, management will take into consideration the interests of the employees affected and the needs of the department. The City will give as much advance notice as possible. Where possible there should be a minimum of twelve hours between the completion of the employee's prior work shift and the beginning of the next work shift. This section does not apply in overtime circumstances.
- 17.9 Training days are viewed as hours worked, and the City may assign and/or reschedule training days at the City's discretion. Scheduled training days are mandatory work days and are generally in addition to the Officer's regular schedule. Failure to attend scheduled training will be treated as any other missed work day. Training days will be scheduled by the City as soon as possible but in no case with less than 30 days' notice to the employee.

## ARTICLE 18

### INJURY IN THE LINE OF DUTY

- 18.1 Any employee covered by this Agreement who sustains a temporary disability as a result of accidental injury in the course of and arising out of employment by the Public Employer, shall, in addition to the benefits payable under the Workers' Compensation Law of the State of Florida, be entitled to the following benefits:
- a. When an employee is absent due to compensable injury, the City will pay one-hundred percent (100%) of an employee's average daily earnings for each regularly scheduled work day missed beginning with the first calendar day of the authorized disability, and continuing through the seventh calendar day of the authorized disability. However, in no case shall these payments and those paid through Workers' Compensation exceed the employee's normal net salary. Any amount paid by the city to the employee who is subsequently paid by Workers' Compensation shall be reimbursed by the employee to the city.
  - b. An employee sustaining a lost time injury under this Article may use accumulated Personal Leave days to cover the time off the job due to an injury until he is compensated by Workers' Compensation. Personal Leave days can be used to supplement that percentage (33 1/3%) of his pay which is not covered by Workers' Compensation. The request to allow the employee to do the above must be made to the Chief of Police in writing.
- 18.2 In addition to the benefits afforded under section 18.1(a), an employee, subsequent to exhausting all Personal Leave days, may be awarded special benefits by the city if special circumstances are found to exist in the sole opinion of the City Manager. But such payments shall not, when added to Workers' Compensation benefits, total more than the normal regular pay received by the employee immediately prior to such disability, nor may such payments continue longer than one year from the date of injury. Factors which the City Manager may consider in each instance are as follows:
- a. Consideration of degree of responsibility of employee/employer.
  - b. Obedience to or violation of laws, statutes, or ordinances involved in connection with the causes of such disability.
  - c. Obedience to or violation of any Department rules, regulations and policies procedures, published work rule or instructions to the employee by supervisors involving the cause of the disability.

The decision to grant or deny special benefits is not subject to the grievance or arbitration provisions of the agreement.

- 18.3 The City may require the employee to be examined every twenty (20) calendar days by a medical doctor selected by the City to determine whether the employee should be continued on such leave or returned to duty.
- 18.4 In the event that an employee fails to return to work due to a disagreement between medical doctor(s) for the employee and the city, then the city shall select a third, duly qualified medical doctor who shall resolve the medical disagreement. This medical examination shall be at the employee's expense. In resolving the disagreement between the employee's doctor and the city's doctor the decision of the third doctor shall be final and not subject to grievance.
- 18.5 Where injury is caused by the knowing refusal of the employee to use a safety appliance provided by the City, the Workers' Compensation benefits shall be reduced twenty-five percent (25%). Failure to obey safety regulations or to use safety devices shall result in disciplinary action, up to and including discharge.

## ARTICLE 19

### TUITION AID

- 19.1 Any full time employee who has completed the initial probationary period will be eligible to take courses which are approved in advance by the Police Chief as being law enforcement related or for career development. Upon successful completion of the course, the city shall reimburse the employee as follows

Reimbursable Items. An employee who successfully completes an approved course where grades are assigned with a grade of "C" or better, or obtains a satisfactory completion certificate when grades are not assigned will be reimbursed 100% of the tuition, lab fees, registration fees, and costs for books.

Any member attending courses toward a Master's Degree may be reimbursed up to 100% at the sole discretion of the City Manager.

Non-reimbursable items. 100% of the costs of supplies, transportation, parking, equipment, plus all other fees not listed in this article will be the responsibility of the employee.

The employee must present written evidence of completion of the course and the grade achieved to validate payment from the employer. The employee shall supply the Chief of Police with written notice of the course(s) to be taken, information on the course(s) content and the cost of each course, and receive approval prior to registration for the course(s) which the employee is requesting reimbursement.

- 19.2 An employee who does not remain with the City for a minimum of one (1) full year after completion of a course for which he has received education assistance shall repay the reimbursement to the city at the rate of 1/12<sup>th</sup> of the total received for each month remaining on the 12 month commitment.
- 19.3 Should there be no funds available from the City Training Fund the City will not be required to reimburse the employee under Section 19.1. The City will advise the employee before the employee takes a course if the City anticipates that no funds will be available.
- 19.4 In the event the employee is eligible for tuition aid from any other source, such as, but not limited to Veteran's Benefits, the payments due under this article will be reduced by the amount of benefits paid by other sources.
- 19.5 In addition to salary incentive monies called for in Florida State Statute 943.22, an employee shall receive a monthly educational incentive from the City as follows:

<u>Degree</u>	<u>Monthly Amount</u>
Associates or documented evidence of eligibility for an Associates Degree	\$ 50.00
Bachelors Degree	\$ 100.00

## ARTICLE 20

### INSURANCE

- 20.1 The City agrees to provide employees with a group term life insurance policy providing for coverage equal to the annual salary of the employees, but not to exceed \$50,000. The City agrees to pay the premiums for the employees' coverage for such insurance.
- 20.2 The City agrees to provide employees with the basic health insurance group program as offered to other City employees. The City agrees to pay the same amount of premium for the same insurance coverage for bargaining unit members as it does for other City employees. Dependent coverage for medical and other insurance offered by the City will be available by payroll deduction at the employees' expense.

## ARTICLE 21

### SAFETY AND HEALTH

- 21.1 The City and the Association agree that they will conform to all laws relating to safety, health, sanitation and working conditions. The City and the Association will cooperate in the continuing objective of elimination safety and health hazards where they are shown to exist.
- 21.2 Safety practices may be improved upon from time to time by the Public Employer and upon recommendations of the City and the Association. Protective devices, apparel, and equipment when provided by the Public Employer must be used and any failure to obey safety regulations or to use safety devices shall be just cause for disciplinary action.
- 21.3 All members must take and successfully pass the PAT on an annual basis, October 1 – September 30. If the member fails the PAT, the member will have 6 months to successfully pass the PAT. If after the 6 month extension the member is unable to pass the PAT, the member may request one additional 6-month extension with the approval of the HR Director and Chief of Police. Factors that will be considered for this approval include: a clear indication that the member is making progress in their physical fitness, the member is committed to improving their health and the member has not requested an extension previously. If the member is unable to successfully pass the PAT after this time, the employee's position as a Police Officer with the COAB will be terminated.



## ARTICLE 22

### BULLETIN BOARDS

- 22.1 The Association may be permitted to provide for its own use one bulletin board not to exceed four feet times three feet (4' x 3') in dimension, provided the bulletin board shall be located only in the squad room.
- 22.2 The Association agrees it shall use the space on the bulletin board provided for herein only for the following purpose: notices of Association meetings, notices of internal elections for Association offices, reports of Association committees, policies of the Association, recreation and social affairs of the Association, and notices by public bodies. In no event shall the bulletin board be used to post political material or controversial material. The Chief Representative or Alternate Representative of the Association are the only authorized representatives to post material on the bulletin board. Said representatives shall initial and date all material, which is posted.
- 22.3 The Chief of Police or his designee shall decide whether or not Section 22.2 has been violated. Should it be determined that a violation has occurred the material shall immediately be removed by the City with the removed material provided to the Association Staff Rep.
- 22.4 The Police Department may post training, promotional, or transfer information on these boards. Such material shall be removed from the boards within five (5) days of expiration.

## ARTICLE 23

### UNIFORMS

- 23.1 The City will furnish all sworn bargaining unit employees who are required to wear uniforms in the performance of their duties with uniforms and equipment approved for their use.
- 23.2 The City will replace or repair the above items as they become torn, worn or unserviceable due to the performance of the employee's official duty. Any claim for a repair or replacement under this Section must be accompanied by a written explanation to the employee's supervisor, setting forth the circumstances necessitating the replacement or repair. The torn, worn, or unserviceable item shall be presented to the Chief or Police or his designee for inspection and determination as to whether the item should be replaced or repaired. It shall be the decision of the Chief of Police or his designee as to whether the item shall be replaced or repaired.
- 23.3 Any employee who damages, destroys, or loses any furnished article of uniform due to carelessness or negligence will replace the article (or at the satisfaction of the City repair) the article at his own expense, or such cost of replacement shall be deducted from the employee's pay.
- 23.4 The employee shall wear the articles of the uniform provided in Section 23.1 only for official City business or as otherwise authorized by the Chief of Police.
- 23.5 Upon termination of employment for any reason, the employee shall return to the City all articles of the uniform issued by the City or be required to pay for such articles prior to receiving his final pay check or have the cost of the items not turned in deducted from the employee's final pay check.
- 23.6 The City agrees to provide for the cleaning of uniforms sets (shirts and pants) per employee per quarter as authorized and funded for within the annual approved budget.
- 23.7 The city shall provide for the Detectives and Crime Suppression Unit members covered by this agreement, to include sergeants assigned to supervise the units, a clothing allowance of six hundred and fifty dollars (\$650.00) per year to be paid as indicated below. This allowance shall not include up to two (2) department polo shirts bearing the Atlantic Beach Police Badge.
- a. An initial payment for the first two quarters in the amount of a \$325 clothing allowance shall be paid within fourteen (14) days of the employee's initial assignment as detective.

- b. Following six months, additional payments of \$54.17 will be paid monthly within the first pay check of each month.

23.8 Any prescription glasses (not sun glasses) contact lenses, false teeth or partial plates damaged, destroyed or stolen while an officer is acting in the performance of his official duties for the City, shall be replaced or repaired by the City, up to a maximum cost of \$300.00, provided the damage or loss is not the result of the employee's negligence.

Such claim for repair or replacement shall be supported by written explanation as to how the damage/loss occurred and be accompanied by documentation of the original cost of said item, and shall be subject to provisions pertaining to the processing of claims as set forth by the Chief of Police.

Wrist Watches damaged/destroyed shall be repaired or replaced up to a value of \$50.00. The same restrictions, requirements and procedures shall be followed as set forth in the above paragraph.

If the loss is covered by any insurance policy owned by the victim employee, then the City will be reimbursed for any replacement item in the amount allowed and paid by the insurance company. The victim employee shall assist the city in obtaining restitution from any subject, suspect, or party through all legal processes. Any reimbursement or restitution received by the victim employee shall be immediately paid to the City.

ARTICLE 24

MILEAGE ALLOWANCE

- 24.1 Employees directed by the Chief of Police or his designee to use their private automobiles for City business, shall be compensated at the I.R.S. Mileage Rate.

## ARTICLE 25

### LEGAL SERVICES

- 25.1 The City agrees to provide at no cost to the employee, the services of an attorney to defend the employee against any civil actions brought against him while acting as an agent of the City, in the line of duty and on the City's behalf, unless such action is brought about by an act of the employee due to his own violation of Department Rules, Policies, Procedures or Instructions, negligence, carelessness or the employee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard for human rights, safety, or property.
- 25.2 It is understood and agreed that all employees shall furnish notification in writing of their intent to file suit in any court of law, to the Public Employer, no less than ten (10) working days before the actual filing date, provided the lawsuit affects or is related in any manner with the Public employer.
- 25.3 Any employee involved in an accident with a vehicle owned by the Public Employer, and said accident is the result of equipment failure or defect and the defect was such that a reasonable and prudent person would not have noticed or become aware of the defect, shall not be held accountable by the Public Employer or results thereof. Any equipment failure or defect must be reported at the time of the accident and included in the vehicle defects section of the report. Neglect by the employee to notify his supervisor of any defect in the vehicle will make this provision null and void.

ARTICLE 26

WAGES

26.1 Effective October 1<sup>st</sup> 2022 employees will be compensated in accordance with the pay scales for 2022 below.

Effective October 1<sup>st</sup> 2023 employees will be compensated in accordance with the pay scales for 2023 below.

Effective October 1<sup>st</sup> 2024 employees will be compensated in accordance with the pay scales for 2024 below.

Employees will be placed on the pay matrix step based upon how many years of service they have in their current grade as of October 1<sup>st</sup>. of each year. Any employee, who has reached their maximum Step (Step 14 for Police Officers, Step 8 for Sergeants) and is ineligible for an additional Step increase, will receive a lump sum annual bonus payment. The amount of the lump sum annual bonus payment shall be 1% of their annual salary as defined in the applicable pay matrix. The lump sum annual bonus shall be payable no later than October 30<sup>th</sup>.

**Police Officer**

<b>Effective Oct 1, 2022</b>		
Step	Hourly Rate	Approximate Annual Salary (2184 hrs)
1	\$22.62	\$49,406.31
2	\$23.22	\$50,717.30
3	\$23.82	\$52,028.29
4	\$24.97	\$54,534.57
5	\$26.21	\$57,246.55
6	\$27.87	\$60,879.51
7	\$29.80	\$65,086.78
8	\$31.60	\$69,019.75
9	\$33.39	\$72,927.01
10	\$34.59	\$75,548.99
11	\$35.78	\$78,145.26
12	\$36.98	\$80,767.25
13	\$38.18	\$83,389.23
14	\$40.53	\$88,530.36

**Police Officer**

<b>Effective Oct 1, 2023</b>		
Step	Hourly Rate	Approximate Annual Salary (2184 hrs)
1	\$23.75	\$51,876.62
2	\$24.38	\$53,253.16
3	\$25.01	\$54,629.70
4	\$26.21	\$57,261.30
5	\$27.52	\$60,108.88
6	\$29.27	\$63,923.48
7	\$31.29	\$68,341.12
8	\$33.18	\$72,470.74
9	\$35.06	\$76,573.36
10	\$36.32	\$79,326.44
11	\$37.57	\$82,052.52
12	\$38.83	\$84,805.61
13	\$40.09	\$87,558.69
14	\$42.56	\$92,956.88

**Police Officer**

<b>Effective Oct 1, 2024</b>		
Step	Hourly Rate	Approximate Annual Salary (2184 hrs)
1	\$24.94	\$54,470.45
2	\$25.60	\$55,915.82
3	\$26.26	\$57,361.18
4	\$27.53	\$60,124.36
5	\$28.90	\$63,114.32
6	\$30.73	\$67,119.65
7	\$32.85	\$71,758.17
8	\$34.84	\$76,094.28
9	\$36.81	\$80,402.03
10	\$38.13	\$83,292.76
11	\$39.44	\$86,155.14
12	\$40.77	\$89,045.89
13	\$42.09	\$91,936.62
14	\$44.69	\$97,604.72

<b>Police Sergeant</b>		
<b>Effective Oct 1, 2022</b>		
Step	Hourly Rate	Approximate Annual Salary (2184 hrs)
1	\$36.98	\$80,767.25
2	\$38.18	\$83,389.23
3	\$40.53	\$88,530.36
4	\$41.77	\$91,229.46
5	\$42.96	\$93,825.73
6	\$44.18	\$96,499.12
7	\$45.37	\$99,095.39
8	\$47.75	\$104,287.94

<b>Police Sergeant</b>		
<b>Effective Oct 1, 2023</b>		
Step	Hourly Rate	Approximate Annual Salary (2184 hrs)
1	\$38.83	\$84,805.61
2	\$40.09	\$87,558.69
3	\$42.56	\$92,956.88
4	\$43.86	\$95,790.93
5	\$45.11	\$98,517.01
6	\$46.39	\$101,324.07
7	\$47.64	\$104,050.16
8	\$50.14	\$109,502.34

<b>Police Sergeant</b>		
<b>Effective Oct 1, 2024</b>		
Step	Hourly Rate	Approximate Annual Salary (2184 hrs)
1	\$40.77	\$89,045.89
2	\$42.09	\$91,936.62
3	\$44.69	\$97,604.72
4	\$46.05	\$100,580.47
5	\$47.36	\$103,442.86
6	\$48.71	\$106,390.27
7	\$50.02	\$109,252.67
8	\$52.64	\$114,977.46



- 26.2 Police Officers and Sergeants will receive shift differential pay as follows for the entire shift:
- Watch 3/Shift starting at 4pm and before 8pm - \$1.50 per hour
  - Watch 4/Shift starting at or after 8pm but before 3am - \$2.00 per hour

At least 4 hours of the shift must take place between 4pm and 6am.

- 26.3 The City shall assume the responsibility for certain pension contributions for bargaining unit members. The bargaining unit members' contribution rates will be 8%.

- 26.4 Any Police Officer covered by this Agreement who is assigned by the Chief of Police to work in the Investigative Division or Crime Suppression Unit as a detective shall receive pay at a rate ten (10%) percent above the employee's regular hourly rate of pay. Such percentage shall not be added to the base pay but shall be in addition to the base pay and apply to all pay, overtime, compensatory time paid, etc. received by the officer.

- 26.5 Any Police Officer or Sergeant covered by this Agreement who is assigned to work as a Detective in the Investigative Division or the Crime Suppression Unit (CSU) shall have their title changed to Detective and shall receive an annual clothing allowance of six hundred fifty dollars (\$650.00) in accordance with Article 23.7.

- 26.6 Any employee covered by this Agreement who is assigned as a member of the Special Weapons and Tactics Team (SWAT) shall receive a rate of pay five percent (+5%) above their normal pay while such officers are performing actual SWAT duties, not including training. Such percentage shall not be added to the base pay but shall be in addition to the base pay and apply to all pay, overtime, compensatory time paid, etc. received by the officer.

- 26.7 Promotion. Officers promoted to the rank of Sergeant shall receive a salary increase at the time the promotion becomes effective, to Step 1 of the Sergeant Pay plan listed in 26.1. An exception will occur for Police Officers promoted to Sergeant from the following Police Officer Steps, who shall be placed in the listed Sergeant Step: Police Officer Step 12 shall be placed in Sergeant Step 2, Police Officer Step 13 shall be placed in Sergeant Step 3, Police Officer 14 shall be placed in Sergeant Step 4. Advancement to subsequent steps will require the sergeant to meet the appropriate time as a Sergeant as defined in 26.1. For example, a Police Officer in Step 14 promoted to Sergeant will be placed in Step 4, but will not advance to Sergeant Step 5 until completing 4 years as a Sergeant.

- 26.8 Any employee covered by this Agreement required by the Chief of Police or his designee to perform the duties of a Field Training Officer (FTO) shall receive pay at a rate of ten percent (10%) above the employee's regular rate of pay while the employee is actually performing the duties of an FTO. Such percentage shall not be added to the base pay but shall be in addition to the base pay and apply to all pay, overtime, compensatory time paid, etc. received by the officer.

26.9 Any employee required to act as an officer in charge on any shift for a period of three or more hours shall receive an additional 7.5% pay increase for the hours worked as an officer in charge.

## ARTICLE 27

### ALCOHOL AND DRUG TESTING

- 27.1 Both the City and Union recognize that drug and alcohol abuse is a problem among our nation's work force. The City and the Association also recognize the tremendous cost, both in terms of efficiency and in human suffering caused by needless workplace accidents. Acknowledging the necessity for action, both parties agree to the promotion of a drug free workplace pursuant to the Florida Drug-Free Workplace Act (FS112.0455 & FS440.102).

## ARTICLE 28

### ANTI-DISCRIMINATION

- 28.1 In accordance with applicable Federal, State and Local Law, both the City and Union agree that they will not discriminate on the basis of race, color, creed, national origin, sex, religion, marital status, age, handicap, Union membership or non-membership, gender identity, sexual orientation or any other non-merit factor except where age or sex is a bona fide occupational qualification for the job necessary for proper and efficient job performance. The City and the Association affirm their joint opposition to any discriminatory practice in connection with employment, promotion, or training; remembering that the public interest remains the full utilization of employees' skill and ability without regard to consideration or race, color, creed, national origin, sex, religion, marital status, age, handicap, or Union membership or non-membership gender identity, sexual orientation or any other non-merit factor except where age or sex is a bona fide occupational qualification for the job necessary for proper and efficient job performance.
- 28.2 Any violation of this Article may be grieved pursuant to Article 10 governing the grievance process up to and including Step Three (3) as outlined in Article 10. Under no circumstances shall Step Four (4) of the grievance process and/or Article 11 governing binding arbitration be allowed. This provision in no way restricts an employee's right to file a complaint or claim according to City policy or applicable local, state or federal law.

ARTICLE 29

MUTUAL CONSENT

29.1 Pursuant to Chapter 2015-039, Florida Statutes, the parties to this agreement **MUTUALLY CONSENTED** to utilize 100% of the accumulated excess premium tax revenues to fund the unfunded liability of the Police Pension Fund until it is fully funded.

The parties to this agreement attest to this mutual consent by their signatures on the execution page.

ARTICLE 30  
PENSION

The parties agree that the current pension for the bargaining unit shall remain as is except for the following change(s):

1. As of October 1, 2023, the benefit multiplier for participants hired on or after January 1, 2013 shall be changed from 2.0% of average final compensation to 3.0% of average final compensation for all years of service.

ARTICLE 31

AMENDMENTS

- 30.1 This Agreement contains the complete Agreement between the City and the Association and no additions, waivers, deletions, changes or amendments shall be made during the life of the Agreement except by mutual consent in writing of the parties hereto.

ARTICLE 32

SAVINGS CLAUSE

- 31.1 The Public Employer retains all rights, powers, functions and authority it had prior to the signing of this contract except as such rights are specifically relinquished or abridged in this contract.



## ARTICLE 33

### SEVERABILITY

- 32.1 In the event any Article, Section or Portion of this Agreement should be held invalid and unenforceable by any court of competent jurisdiction such decision shall apply to the specific Article, Section or Portion thereof specified in the court's decision; and upon issuance of such decision, the Public Employer and the Association agree to immediately negotiate a substitute for the invalidated Article, Section or Portion thereof.

## ARTICLE 34

### ENTIRE AGREEMENT

- 33.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Public Employer and the Association for the duration of this Agreement each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargaining collectively with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the same time they negotiated or signed this Agreement.
- 33.2 The parties agree that this Agreement only applies to active employees and members of the bargaining unit on the date of City Commission approval and for the life of this Agreement.

ARTICLE 35

DURATION OF AGREEMENT

This Agreement shall commence and become effective on October 1, 2022 and shall continue in full force and effect until midnight on September 30, 2025 or until a successor agreement is ratified. Each party may reopen one (1) other Article of their choice in 2023 and 2024 provided the desired changes are non-monetary in nature.

If either party desires to negotiate a successor agreement, it may do so by giving the other party written notice to that effect no later than June 1<sup>st</sup> of each year.

FOR THE CITY

FOR THE ASSOCIATION

\_\_\_\_\_  
City Manger

  
\_\_\_\_\_  
Executive Director

Approved by the City Commission on:

August 22, 2022

Ratified by Union members on:

August \_\_, 2022