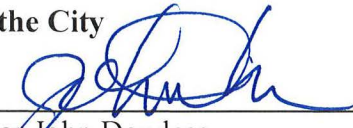


**PREAMBLE**

1  
2  
3 This Agreement is entered into, by and between the City of Edgewood, and hereinafter  
4 referred to as the "City" or "Employer" and the ~~Central~~ <sup>West Central</sup> West Florida Police Benevolent  
5 Association, Inc., a Chapter of the Florida Police Benevolent Association, Inc. hereinafter  
6 referred to as the "Union" or "PBA".  
7

8 It is the purpose of this Agreement to achieve and maintain harmonious relations between  
9 the City and the Union; to provide for equitable and peaceful adjustment of differences  
10 which may arise during its term concerning the meaning, application, or enforcement of  
11 any of its provisions and to establish agreed upon standards of wages, monetary benefits,  
12 hours, and other conditions of employment upon which they are earned during the term of  
13 this Agreement. It is also intended to set forth the rights, prerogatives, and authority of the  
14 City as they relate to employment hours and terms and conditions.

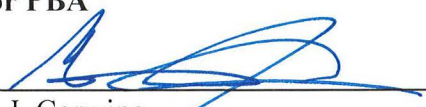
**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

Date

7/11/2023

**For PBA**

  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator


Date

July 11, 2023

**ARTICLE 1  
RECOGNITION**

1  
2  
3  
4 1.1 Recognition of the ~~Central~~ <sup>Central</sup> West Florida Police Benevolent Association, Inc., a Chapter of  
5 the Florida Police Benevolent Association, Inc. was established by an order of the Florida  
6 Public Employees Relations Commission in case Numbers ~~RC-87-010~~ RC-90-052,  
7 Certification Number 929, recognizing the ~~Central~~ <sup>Central</sup> West Florida Police Benevolent  
8 Association, Inc., a Chapter of the Florida Police Benevolent Association, Inc. as the sole  
9 and exclusive bargaining representative agent for a unit composed of all full-time law  
10 enforcement personnel in the classification of Police Officer and Police Sergeant as defined  
11 by the Public Employees Relations Commission, excluding all other employees of the City  
12 of Edgewood.

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

Date

7/11/2023

**For PBA**

  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

Date

July 11, 2023

**ARTICLE 2**  
**NON-DISCRIMINATION**

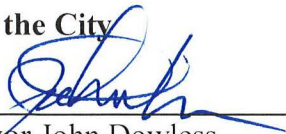
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2.1 Neither the Union nor the City shall discriminate against any employee on the basis of race, color, religion, age, sex, sexual orientation, national origin, or Union membership or non-membership, or any other statutory prohibitive discrimination practice or activity.

2.2 The use in this Agreement of the male gender designation "he" in referring to an employee shall also include the female gender and is used for convenience purposes only.

2.3 The parties recognize the City has established internal procedures to investigate and resolve alleged cases of discrimination, consistent with standards and procedures established by local, state and federal law. Accordingly, except in instances of discrimination based upon union membership or non-membership which shall be subject to the grievance and arbitration procedures of this agreement, the parties agree alleged cases of discrimination shall be processed through the City's internal procedures and shall not be subject to the grievance and arbitration procedures of this Agreement.

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

Date

7/11/2023

**For PBA**

  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

Date

July 11, 2023

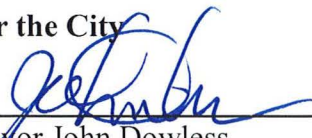
**ARTICLE 3**  
**MANAGEMENT RIGHTS**

1  
2  
3  
4 3.1 Except to the extent that the Employer has agreed otherwise by the terms of this Agreement,  
5 the Employer shall have the exclusive right and unilateral authority to determine and from  
6 time to time re-determine and direct the policies, determine mode and methods of  
7 performing all its work of any sort, without any interference in the management or conduct  
8 of the Employer's operations on the part of the Union or any of its representatives.

9  
10 The Employer shall have the exclusive legal right to take any action it deems necessary or  
11 appropriate in the management of the City of Edgewood Police Department and the  
12 direction of its work force. All rights and functions which the Employer has not expressly  
13 modified or restricted by a specific provision of this Agreement are retained and vested  
14 exclusively in the Employer.

15  
16 Such rights exclusively reserved to the Employer shall include, but are not limited to, the  
17 right to determine the size and composition of its work forces; to determine work schedules  
18 and all methods of police protection and related services; to assign overtime work; to  
19 determine the number and types of equipment, processes, materials, products and supplies  
20 to be used, operated or distributed; to hire, retire, promote, demote, evaluate, transfer,  
21 assign, direct, layoff, recall, reward, reprimand, suspend, discharge and otherwise  
22 discipline employees for just cause; to maintain efficiency of employees; to determine job  
23 content and qualifications for job classifications; to determine the amounts and types of  
24 work to be performed by employees; to establish a regulations manual and change work  
25 rules, Standard Operating Procedures and General Orders; to establish new jobs and to  
26 abolish or change existing jobs; to increase or decrease the number of jobs or employees;  
27 to determine whether and to what extent the work required in its operations shall be

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

7/11/2023  
\_\_\_\_\_  
Date

**For PBA**

  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

July 11, 2023  
\_\_\_\_\_  
Date

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

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

- 48
- 49 A. Have the unilateral authority to hire, and establish and change the procedures for
- 50 hiring;
- 51
- 52 B. Discipline employees for just cause;
- 53
- 54 C. Have the unilateral authority to determine what work will be performed, when it
- 55 will be performed, and by whom it will be performed within the Bargaining Unit;
- 56
- 57 D. Have the unilateral authority to determine whether work will be subcontracted to a
- 58 private entity or transferred to another governmental entity;

**For the City**  
  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

7/11/2023  
\_\_\_\_\_  
Date

**For PBA**  
  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator


July 11, 2023  
\_\_\_\_\_  
Date

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- A. Have the unilateral authority to require employees to submit to alcohol or drug screening, as part of an otherwise regularly required physical examination, or based upon reasonable suspicion of alcohol/drug use;
- B. Have the unilateral authority to establish and change work schedules, to transfer employees, to lay off employees, and to temporarily or permanently reduce the work force.

3.3 If the Mayor determines, in his sole discretion, that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions or other emergency conditions, the provisions of this Agreement may be suspended by the Employer for the duration of the declared emergency; provided, however, that wage rates and monetary fringe benefits shall not be suspended, and all grievances shall be preserved.

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

\_\_\_\_\_  
Date

7/11/2023

**For PBA**

  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

\_\_\_\_\_  
Date

July 11, 2023

ARTICLE 4

EMPLOYEE DISCIPLINARY PROCEDURES


4.1 A copy of the department ~~Standard Operating Procedures~~ Regulations Manual and General Orders will be made available electronically online via the City Intranet, e-mail or a similar type program. Officers shall acknowledge receipt of any and all updates and shall be responsible thereafter for maintaining updates. ~~The PBA shall be provided a copy of all policies that affect the unit members, a minimum of fourteen (14) calendar days in advance, and, in addition, if feasible the PBA shall be furnished any proposed changes, additions, or deletions to the policies that impact wages, hours, and other terms and conditions of unit members' employment. The notification(s) shall give the PBA the opportunity to comment on the changes and, in its opinion, notify the City that the proposed changes have an impact on wages, hours, and other terms and conditions of employment. Any such notification by the PBA shall require the parties to meet to resolve any issues pursuant to FSS 447.~~

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

4.3 Prior to commencement of an investigative interview against a unit member, the unit member shall be provided with a copy of a written statement of the charge(s) which shall identify the person(s) upon whose statement the charge(s) is/are dependent along with an explanation of the charge. The Unit member may also review the complaint and all written statements made by the complainant and witnesses immediately prior to the beginning of the investigative interview.

4.4 No permanent employee shall be disciplined or discharged without just cause. Discharge of probationary police officers for non-disciplinary reasons shall not be subject to the

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

\_\_\_\_\_  
Date 8/7/2023

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator


\_\_\_\_\_  
Date Aug 7, 2023

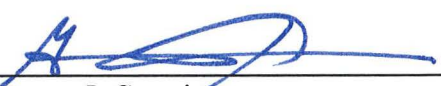
28 ~~grievance~~/arbitration procedure until they have successfully completed the probationary  
29 period. Probationary employees who are terminated for non-disciplinary reasons during  
30 this period shall have a right to have a Union representative present during any termination  
31 meeting, along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

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

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

52

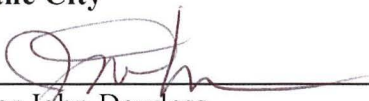
**For the City**  
  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator  
  
8/7/2023  
\_\_\_\_\_  
Date

**For PBA**  
  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator  
  
Aug 7, 2023  
\_\_\_\_\_  
Date

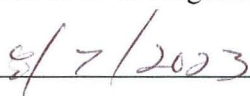


- 53                    B. The interrogation shall take place either at the office of the investigating officer or  
54                    in a City of Edgewood building, which shall be designated by the investigating  
55                    officer or agency.  
56  
57                    C. The employee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


**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

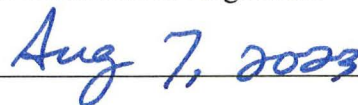
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\_\_\_\_\_  
8/7/2023

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

Date

  
\_\_\_\_\_  
Aug 7, 2023

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

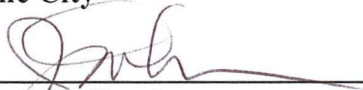
82  
83 H. If the employee under interrogation is under arrest, or is likely to be placed under  
84 arrest as a result of the interrogation, he shall be completely informed of all his  
85 rights prior to the commencement of the interrogation.

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

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

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

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

8/7/2023  
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Aug 7, 2023  
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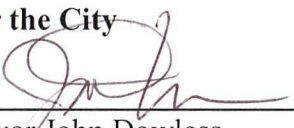
105 reasonable period. Thereafter, the employee will be allowed to make any final  
106 comments regarding the subject of the inquiry. Any such comments will be tape  
107 recorded, and if the comments raise additional questions in the mind of the  
108 investigator, the investigator may ask follow-up questions. Upon the conclusion of  
109 any disciplinary investigation ~~with a finding of no probable cause, to proceed with~~  
110 ~~disciplinary action against an employee, or with a finding of probable cause,~~ the  
111 employee shall ~~upon request,~~ be provided at no cost with a copy of the disciplinary  
112 investigation and disciplinary recommendations at least seventy-two (72) hours  
113 prior to the pre-disciplinary hearing (PDH).

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

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

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


For the City

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

Date

8/7/2023

For PBA

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

Date

Aug 7, 2023

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

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


142

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

151

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

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

\_\_\_\_\_  
Date 8/7/2023

**For PBA**

  
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George J. Corwine  
PBA's Chief Labor Negotiator

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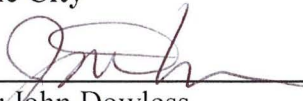
157 ~~subjected to a polygraph examination or voice stress analysis designed to determine~~  
158 ~~the truthfulness of his response if any appropriate court determines this to be lawful,~~  
159 ~~or upon mutual consent of the parties. Since employees have the right to refuse to~~  
160 ~~submit to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

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

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

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

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

\_\_\_\_\_  
Date 8/7/2023

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

\_\_\_\_\_  
Date Aug 7, 2023

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

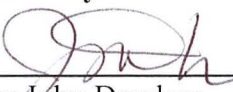
185  
186 An employee who is arrested or charged with a felony or designated misdemeanor  
187 under Section 943.13, Florida Statutes, who is not terminated, may be reassigned  
188 to reasonable alternative departmental duty or be relieved of duty without pay. The  
189 employee ~~shall~~ may be required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

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

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

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

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

8/7/2023  
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Date

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

Aug 7, 2023  
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209 with all back pay and benefits for the period of relief from duty; except for such  
210 discipline imposed against the employee in accordance with this Article, which  
211 discipline shall be subject to the grievance procedure.

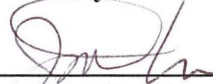
212  
213 R. The findings of internal affairs investigations shall be labeled "sustained" (guilty as  
214 charged), "unfounded" (not guilty), "not sustained" (without merit) or "exonerated"  
215 (act was legal). No other terminology may be used.

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

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

232

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

\_\_\_\_\_  
Date 8/7/2023

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

\_\_\_\_\_  
Date Aug 7, 2023

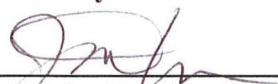
- 233 1. Such examinations shall only be required based upon competent  
234 evidence, and/or sworn statements, and/or physical observations  
235 establishing reasonable suspicion.  
236  
237 2. Such examinations may be requested by a Sergeant and if approved  
238 by the Chief of Police, may be ordered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

247  
248 U. The charges "conduct unbecoming an officer," "incompetence," and "carelessness,"  
249 must contain the specific details of the charged conduct.  
250

251 4.6 A. Violations of Regulations:  
252

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

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

8/7/2023  
\_\_\_\_\_  
Date

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

Aug 7, 2023  
\_\_\_\_\_  
Date



259 B. Violations of Other Written Directives:

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

264  
265 C. Types of Discipline:


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

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

278  
279 D. Progressive Discipline:


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

**For the City**

  
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Mayor John Dowless  
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**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

Aug 7, 2023  
\_\_\_\_\_  
Date


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

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

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


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

**For the City**

  
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City's Chief Labor Negotiator

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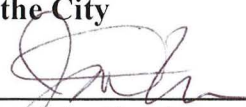
**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

Aug 7, 2023  
\_\_\_\_\_  
Date

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

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

Date

8/7/2023

**For PBA**

  
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George J. Corwine  
PBA's Chief Labor Negotiator

Date

Aug 7, 2023

**ARTICLE 5**  
**SAFETY AND HEALTH**

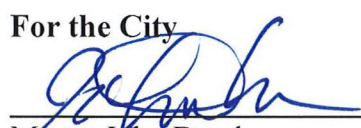
1  
2  
3  
4 5.1 The City and the Union will cooperate in the continuing objective of eliminating accidents  
5 and health hazards. The City shall provide a safe working environment.  
6

7 5.2 Employees covered by this Agreement shall not be required to use a vehicle or piece of  
8 equipment reasonably deemed unsafe. Whenever a unit member determines that a vehicle  
9 or other equipment is unsafe and, therefore, unfit for service because it is a hazard to him  
10 or to the public, or both, he shall immediately place the vehicle or piece of equipment out  
11 of service and inform his supervisor. The unsafe vehicle or other equipment shall not be  
12 used until it has been inspected and determined safe.  
13

14 5.3 If the unsafe equipment is a vehicle and the nature of the unsafe condition is such that it  
15 should not be driven, the vehicle may be dead lined at the location where it is deemed  
16 unsafe. In no case will police vehicles or equipment be left unattended at a place other than  
17 the Police Department or repair facility. Additionally, if the nature of the unsafe condition  
18 is such that the vehicle can be driven to a place of repair by the employee without hazard  
19 to himself or the public, he shall do so. The employee's supervisor will be notified prior to  
20 any action. The supervisor will contact the Chief of Police or his Designee who will make  
21 final determination as to what action will be taken.  
22

23 5.4 Officers unassisted will not be required to transport persons detained in a vehicle not  
24 equipped with a cage, except in an emergency, and then the transporting officer will be  
25 assisted by another officer.  
26

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

\_\_\_\_\_  
Date

7/11/2023

**For PBA**

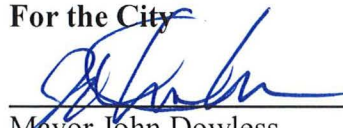
  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

\_\_\_\_\_  
Date

July 11, 2023

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

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

**For the City**  
  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

7/11/2023  
\_\_\_\_\_  
Date

**For PBA**  
  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

July 11, 2023  
\_\_\_\_\_  
Date

**ARTICLE 6**  
**RESIDENCY REQUIREMENTS**

1  
2  
3  
4  
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6  
7  
8  
9

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

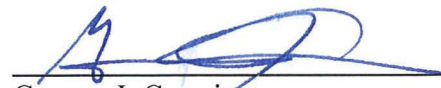
Members must be able to respond to their regular work assignment location within sixty (60) minutes, assuming normal traffic driving and traffic conditions, when in an active on-call/recall status.

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

7/31/2023  
\_\_\_\_\_  
Date

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

July 31, 2023  
\_\_\_\_\_  
Date

**ARTICLE 8**  
**SENIORITY, LAYOFF AND RECALL**

1  
2  
3  
4 8.1 Agency Seniority, for police officers, shall be determined by total calculated length of  
5 continuous full-time law enforcement service with the Edgewood Police Department.  
6 Employees with the same date of hire shall be assigned to the seniority list in order of rank.  
7 Employees with the same date of hire and same rank shall be assigned to the seniority list  
8 by alphabetical listing of their last name.

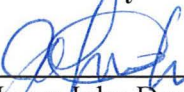
9  
10 Rank Seniority, for supervisors, shall be determined by the amount of continuous full-time  
11 sworn law enforcement service with the Edgewood Police Department in rank. Each rank  
12 is independent of the other and upon promotion/demotion, rank seniority shall commence  
13 on the effective date of the assigned current rank.

14  
15 8.2 On an annual basis, the City shall provide such copies of the personnel list roster as the  
16 Union shall request. The roster shall contain names, job title and seniority date of all  
17 bargaining unit members.

18  
19 8.3 An employee who is terminated, or is permanently laid off and has not been recalled for  
20 six (6) months, or who fails to report for work within ten (10) days of receipt of notice of  
21 recall, or return to work within three (3) days after a leave of absence, or fails to report to  
22 work for three (3) consecutive work days without approved leave, shall lose his seniority,  
23 rank seniority, and failure to respond as above shall be considered an abandonment of his  
24 position by the employee.

25  
26 8.4 In the event personnel reduction is necessary, employees shall be selected for layoff in  
27 accordance with the following procedures:

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

7/31/2023  
\_\_\_\_\_  
Date

**For PBA**


  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator


July 31, 2023  
\_\_\_\_\_  
Date

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- A. The first employees to be laid off shall be probationary employees in the order of least seniority to most seniority provided all employees not laid off possess the necessary basic skills and abilities to perform the job which they are filling.
- B. The next employees to be laid off shall be permanent employees in the order of least seniority to most seniority provided all employees not laid off possess the necessary basic skills and abilities to perform the job for which they are filling.
- C. Any employee who is to be laid off shall be compensated in full for all accrued wages, accrued compensatory time, and accrued personal leave benefits.
- D. Any employee who is laid off, who had advanced to his present classification from a lower classification in which he held non-probationary appointment, shall be given the opportunity to displace a less senior employee in the lower classification at the pay rate of that lower classification in the same department.
- E. In the event the Police Chief determines it necessary to reduce the number of positions within a certain classification, determination of which bargaining unit member will be bumped down to a lower classification shall be based on rank seniority. In the case of an employee bumping down to a lower classification, the Chief may protect a position in that classification irrespective of seniority.

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

**For the City**  
  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator  
  
7/31/2023  
\_\_\_\_\_  
Date

**For PBA**  
  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator  
  
July 31, 2023  
\_\_\_\_\_  
Date




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

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

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


For the City

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

Date

~~7/2~~ 7/31/2023

For PBA

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

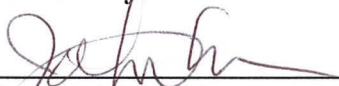
Date

July 31, 2023

**ARTICLE 9**  
**WAGES**


1  
2  
3  
4 9.1 For fiscal year 2023-2024, the position of Police Officer shall have a minimum base  
5 starting salary of \$20,60 hourly (\$45,000 \$50,000 annually) to a maximum of \$36.63  
6 hourly (\$80,000 \$81,704.34 annually). The position of Police Sergeant (promotion after  
7 October 1, 2023) shall have a minimum salary of \$27.47 hourly (\$60,000 \$67,200 annually  
8 to a maximum of \$38.92 hourly (\$85,000 \$83,923.59 annually). Members promoted to the  
9 rank of Police Sergeant shall have their salary increased in accordance with Section 22.6.  
10 A step pay plan is established for the rank of Police Officer and Police Sergeant, as  
11 reflected in Appendix A, attached to this Agreement. Effective October 1, 2023, all  
12 bargaining unit members holding the rank of Police Officer shall be placed in the step  
13 commensurate with their number of complete years of service as of October 1, 2023.  
14 During FY 2023-2024, each bargaining unit member shall advance one step on their  
15 anniversary date. Effective October 1, 2023, all bargaining unit members holding the rank  
16 of Police Sergeant shall be placed in the step commensurate with their number of years of  
17 service they are starting in rank as of October 1, 2023. During FY 2023-2024, each  
18 bargaining unit member shall advance one step on their anniversary date.  
19  
20 9.2 ~~Effective October 1, 2020, all bargaining unit members shall receive a general wage~~  
21 ~~increase (GWI) of four percent (4%) to their base salary. For fiscal year 2024-2025, all~~  
22 ~~bargaining unit members shall advance one (1) step in the step pay plan on their anniversary~~  
23 ~~date for date of hire as Police Officer or date of promotion for Sergeant, as reflected in~~  
24 ~~Appendix A, attached to this Agreement.~~  
25  
26 9.3 ~~Effective October 1, 2022, all bargaining unit members shall receive a GWI of three percent~~  
27 ~~(3%) to their base salary. Either party to this Agreement may request to reopen this~~

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

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Date 8/7/2023

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George J. Corwine  
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Date Aug 7, 2023

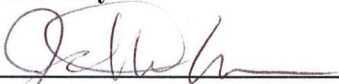
28 subsection by submitting a written request by April 1 prior to the budget year in which the  
29 GWI will be applied. For fiscal year 2025-2026, all bargaining unit members shall advance  
30 one (1) step in the step pay plan on their anniversary date for date of hire as Police Officer  
31 or date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

33 9.4 Effective October 1, 2022, all bargaining unit members shall receive a GWI of three percent  
34 (3%) to their base salary. Either party to this Agreement may request to reopen this  
35 subsection by submitting a written request by April 1 prior to the budget year in which the  
36 GWI will be applied.  
37

38 Should any bargaining unit member's salary, as a result of the general wage increases  
39 (GWI) stipulated in the Article, exceed the maximum range set in 9.1, the unit member  
40 shall be given the difference of the maximum range and the percentage increase as a one-  
41 time lump sum bonus check effective October 1 of each year of this Agreement. Said  
42 payment shall be deemed as pensionable income.  
43


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

**For the City**

  
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City's Chief Labor Negotiator

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**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

\_\_\_\_\_  
Aug 7, 2023  
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52 9.5 Employees who are required to work in a higher classification, due to a supervisor's  
53 absence shall be paid at ten (10) percent more than their hourly rate of pay for each hour  
54 worked after an accumulative eighty-four (84) hours of such work.

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

60  
61 Longevity Payment Schedule:

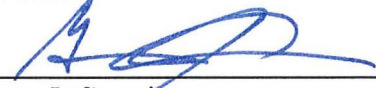
63 Years of Service:	Amount:
64 2 to less than 3 years	\$200.00
65 3 years to less than 5 years	\$400.00
66 5 years to less than 7 years	\$800.00
67 7 years to less than 9 years	\$1,000.00
68 9 years to less than 11 years	\$1,200.00
69 11 years to less than 13 years	\$1,400.00
70 13 years to less than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

77  
**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

8/7/2023  
\_\_\_\_\_  
Date

**For PBA**

  
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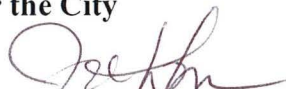
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Date



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

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

**For the City**

  
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Mayor John Dowless  
City's Chief Labor Negotiator

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**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

Aug 7, 2023  
\_\_\_\_\_  
Date

**ARTICLE 10**  
**WORK WEEK AND WORK SHIFT**

1  
2  
3  
4 10.1 The standard payroll work week shall begin at 0000 hours Sunday and end at 2400 hours  
5 Saturday, which period shall be referred to as the standard work week.

6  
7 The City agrees employees covered by this Agreement shall be scheduled to eighty-four  
8 (84) hours in a two-week pay period.

9  
10 Subject to operational needs, the City shall make all reasonable efforts to schedule  
11 employees to two (2) consecutive days off during each work week.


12  
13 10.2 Each employee shall be entitled to a paid meal period of thirty (30) minutes during his  
14 regular work shift, work load permitting.

15  
16 Employees shall be allowed a fifteen (15) minute rest period during the first half of the  
17 work shift and fifteen (15) minutes during the second half of the work shift, work load  
18 permitting.

19  
20 10.3 For the purposes of this Agreement, a shift means the time during which an employee is  
21 scheduled on duty. A regular work day shall be ~~eight (8) hours, ten (10) hours or twelve~~  
22 (12) hours as determined by the Chief of Police.

23  
24 10.4 No employee shall be required to work a split shift. All employee(s) will be entitled to at  
25 least eight (8) hours off-duty time prior to returning to work subject to operational needs.  
26


**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

Date

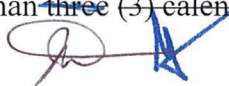
7/31/2023

**For PBA**

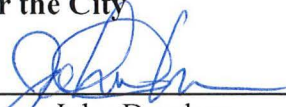
  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

Date

July 31, 2023

- 27 10.5 Employees covered by this Agreement shall be considered on duty for those hours actually  
28 worked under the supervision of the department and ~~while performing police functions~~  
29 ~~during off-duty time by approval of the Chief of Police.~~  
30
- 31 10.6 It is understood that daylight savings time change will cause the time clocks to be advanced  
32 one (1) hour during the spring of each year. The City agrees that employees working during  
33 the actual time period when the clocks are advanced will be paid as time worked for the  
34 one (1) hour loss from the standard work shift.  
35
- 36 10.7 Except as provided in this Agreement or in operational emergencies, an employee will not  
37 be required to adjust his scheduled hours, shift or days off from those scheduled with less  
38 than ~~three (3) calendar days~~ seventy-two (72) hours advance notice.  
39 
- 40 10.8 The City agrees to make every reasonable effort to have bargaining unit members'  
41 biweekly payroll checks ~~available for pickup and or direct deposited~~ by 1700 hours on the  
42 first Wednesday following the close of the payroll period unless the close of the payroll  
43 period or the first Wednesday following the close of the payroll period fall on a legal  
44 holiday, in which case, the City agrees to make every reasonable effort to have bargaining  
45 unit members' bi-weekly payroll checks ~~available for pickup~~ direct deposited by 1700  
46 hours on the first Thursday following the close of the payroll period.

For the City

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

7/31/2023  
\_\_\_\_\_  
Date

For PBA

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

July 31, 2023  
\_\_\_\_\_  
Date



**ARTICLE 11**  
**OVERTIME**

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11.1 Employees shall be required to work overtime when ordered overtime shall be scheduled in accordance with departmental ~~Standard Operating Procedures~~ General Orders and administered in accordance with the provisions of this Agreement.

11.2 For the purpose of overtime computation, holidays, personal leave, bereavement leave, voting time, blood donor time, jury duty, on-call status, court standby time, standby time, compensatory leave, off duty attendance at grievance hearings requested by the Grievant or the Union, and annual military leave from duty on active pay status, shall not be construed as time worked. Any time spent for therapy or treatment for an on-the-job injury or illness, which occurs during an employee's regular shift, shall be considered as time worked for overtime purposes.

11.3 All hours actually worked in excess of eighty-four (84) hours during a fourteen (14) day work cycle shall be paid at the rate of time and one-half (1 1/2) of their base hourly wage or time and one-half (1 1/2) compensatory time at the discretion of the unit member.

11.4 Compensatory time earned shall be documented and shall be used at the convenience of the unit member subject to the approval of the department, which shall not be unreasonably withheld. In the first pay period in September of each year, the City shall pay to bargaining unit members the value of all accrued compensatory time in excess of forty (40) hours.

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

7/11/2023  
\_\_\_\_\_  
Date

**For PBA**

  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

July 11, 2023  
\_\_\_\_\_  
Date

**ARTICLE 14**  
**PERSONAL LEAVE**

14.1 Personal Leave is paid time off granted to an employee for purposes of taking planned vacations, dealing with personal business, and recovering from illness or injury.

Personal Leave may also be requested to attend to an incapacitated member of the employee's immediate family. It may also be used to supplement Workers' Compensation benefits.


Accrued Personal Leave is personal leave earned that is unused at any given time. It shall begin to accrue from the date of appointment as a Probationary Police Officer with the Edgewood Police Department. An employee shall not accrue Personal Leave during a pay period if in a non-pay status during the entire pay period (two (2) week posting cycle). Personal Leave shall not be authorized or taken unless it has been accrued by the employee.

An employee shall accrue Personal Leave as follows:

From employment to third anniversary:	5 hours per pay period
Over three (3) years up to seventh anniversary:	7 hours per pay period
Over seven (7) years up to twelfth anniversary:	9 hours per pay period
Over twelve (12) years up to twentieth anniversary:	10 hours per pay period
Over twenty years	12 hours per pay period

In addition to the above, members with over ten years of consecutive service within the department shall receive an additional personal leave day which shall accrue on October 1 of each year.

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

7/31/2023  
\_\_\_\_\_  
Date

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

July 31, 2023  
\_\_\_\_\_  
Date

28

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

33

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

37

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

40

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

44

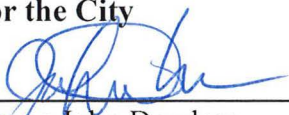
45 14.6 If the City proposes to cancel a bargaining unit members' approved scheduled Personal  
46 Leave (for annual personal leave purposes) and the member will suffer an economic loss,  
47 the City shall reimburse the member and family for any loss for commercial travel, lodging  
48 expenses, entertainment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

50

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

53


**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

Date

7/31/2023

**For PBA**


  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

Date

July 31, 2023

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


**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
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**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

\_\_\_\_\_  
Date

July 31, 2023

**ARTICLE 18**  
**INSURANCE**


18.1 The City shall provide medical insurance benefits for bargaining unit employees. The City shall offer a tiered insurance option with at least two levels of coverage which may be chosen at the employee’s option. The City will offer at least one tier of coverage with an employee per month payment of no more than \$50.00.

18.2 For the duration of this Agreement, dependent coverage benefits will be made available to employees at the employees' expense, and the City will defray the cost for dependent coverage at the minimum amount of fifty (50) percent (or higher) per month. The City shall provide a minimum reimbursable benefit of \$2,000.00 on a direct benefits card to all employees bargaining unit members and their covered dependents of the Edgewood Police Department covered by the City provided health insurance. This reimbursable benefit shall cover all expenses incurred from medical providers, dental providers, eye doctors, mental health providers and chiropractors, including co-pays and deductibles. This reimbursable benefit shall also cover all prescriptions, including prescribed treatment and/or medical equipment. The bargaining unit member shall submit the paid receipt to the designated City official for reimbursement and the member shall receive reimbursement within thirty (30) days of submission to the designated City official.

18.3 The City shall provide life insurance for sworn officers in the bargaining unit as same is required by law.


18.4 The City shall ensure three members of the bargaining unit continued membership on the City Employee Benefit Advisory Committee. One member shall collectively represent

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City’s Chief Labor Negotiator

8/7/2023  
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**For PBA**

  
\_\_\_\_\_  
G. J. Corwine  
PBA’s Chief Labor Negotiator

Aug 7, 2023  
Date

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

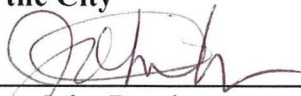
32

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

35

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

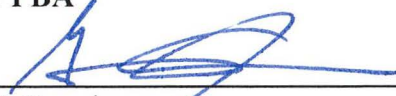
**For the City**



\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

\_\_\_\_\_  
8/7/2023  
Date

**For PBA**



\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

\_\_\_\_\_  
Aug 7, 2023  
Date

**ARTICLE 19**  
**PENSION**

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19.1 The City of Edgewood agrees to maintain participation for current bargaining unit members' retirement plan within the Florida Retirement System. If in the future the City considers changes to the type of retirement plan to be offered to any new, incoming bargaining unit members (officers), the parties shall reopen this Article 19 for further negotiations.

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

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

~~7/31/2023~~ 7/31/2023  
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**For PBA**

  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator


July 31, 2023  
\_\_\_\_\_  
Date

**ARTICLE 21**  
**EQUIPMENT ISSUE AND CLOTHING ALLOWANCE**

21.1 The following articles will be issued by the City to each sworn employee:

- i. 1 – Protective Ballistic Vest (Bargaining unit members’ choice of level 2A, 2, or 3A). All protective Ballistic Vests will included two vest carriers and one (1) Paraclete trauma plates (front) rated to stop 7.62 rifle ammo – Replaced every Five (5) Years
- ii. 1 – Agency Approved Firearm w/three magazines (~~Glock 21~~) - Replaced as needed
- iii. 1 - Duty Holster - Light Bearing (Level 3 Retention) - Replaced as needed
- iv. 1 – AR15 (~~mil-spec~~) Rifle with carrying case - Replaced as needed
- v. 1 – Agency Approved Taser ECW (~~Axon-ECW~~) - Replaced as needed
- vi. 2 – ~~Taser~~ ECW Cartridges (~~Axon~~) – Replaced as needed
- vii. 1 - Agency Approved Body Camera (~~Axon~~) - Replaced as needed
- viii. 1 – MDS Computer and Charger - Replaced as needed
- ix. 5 – Duty Pants – Replaced yearly as needed
- x. 5 – Duty Short Sleeve Shirts – Replaced yearly as needed
- xi. 2 – Duty Long Sleeve Shirts - Replaced yearly as needed
- xii. 1 – Tie for class A uniforms – Replaced as needed
- xiii. 2 – BDU Pants - Replaced as needed
- xiv. 2 – Polo Short Sleeve Shirts with “Police” on both sleeves, badge and officer’s name on the front. Replaced yearly as needed.


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George J. Corwine  
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Date

Aug 7, 2023



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

**For the City**

  
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**For PBA**

  
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George J. Corwine  
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\_\_\_\_\_  
Date

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

47  
48 In addition to the above listed items the City shall provide any other equipment necessary  
49 for the officer to do their job.  
50

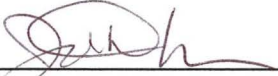
51 21.2 The cost of maintenance of these articles shall be paid by the employer. The City will  
52 replace, such items when such replacement is necessary at the City's discretion; however,  
53 replacement will not be unreasonably denied.  
54

55 21.3 Upon termination of employment, the articles will be surrendered by the employee in like  
56 condition as when issued, however reasonable wear and tear is normal and will be  
57 expected.  
58

59 21.4 In the event an employee ~~or~~ leaves the employment of the department, he shall return all  
60 uniforms and safety equipment to the department before receiving his final paycheck.  
61

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

**For the City**

  
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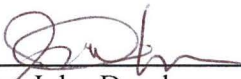
**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
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Aug 7, 2023  
\_\_\_\_\_  
Date


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

**For the City**

  
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Mayor John Dowless  
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8/7/2023  
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\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

Aug 7, 2023  
\_\_\_\_\_  
Date

**ARTICLE 22**  
**PROMOTIONS**

1  
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3  
4 22.1 The purpose of this article is to establish a fair and impartial procedure to select qualified  
5 individuals for promotions.

6  
7 22.2 The Department will administer a job-related examination for the rank of Police Sergeant  
8 when the Chief of Police determines an examination is needed to create an eligibility list.  
9 At least one sergeant who is a member of the bargaining unit will be selected by the  
10 Department to assist in the review of the test material.

11  
12 22.3 The Department, not less than sixty (60) days prior to the examination shall announce the  
13 following:

14  
15 A. The date and place of the examination and the number of test questions.

16  
17 B. The method by which the examination's passing score will be determined.

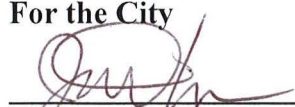
18  
19 C. Areas covered by the examination.

20  
21 D. Sources from which examination questions are drawn. A Master Set of source  
22 materials will be available for review in the office of the Chief of Police.

23  
24 E. Eligibility requirements and cut-off date for sign-up.

25  
26 F. Reference material and sources for study purposes which will assist officers in  
27 preparing for the examination.

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

8/7/2023  
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\_\_\_\_\_  
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28 22.4 The Chief of Police will impanel a promotional board for the rank of Police Sergeant when  
29 the Chief of Police determines that a vacancy needs to be filled. The Promotional Board  
30 shall consist of the Chief of Police or a designee of his choice, two law enforcement  
31 supervisors from area agencies, and the Mayor or a City Council Member designated by  
32 the Mayor.

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

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

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

52

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

\_\_\_\_\_  
Date

8/7/2023

**For PBA**

  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

\_\_\_\_\_  
Date

Aug 7, 2023

53 22.5 In making promotions, the Department will select from a pool of candidates on the  
54 promotional list. The Chief of Police shall promote from the top three (3) scores on the  
55 promotional list. The list of persons eligible for each individual promotion will be adjusted  
56 prior to each subsequent promotion. If more than one position is being filled during the  
57 same time frame, the list of eligible candidates will be revised following each selection.  
58

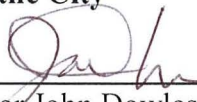
59 22.6 Approval for Promotions:  
60

61 The Chief of Police shall forward the recommendation for promotion to the Mayor of the  
62 City of Edgewood. Upon approval of the Mayor, the promotion to probationary sergeant  
63 shall then become effective. Upon promotion, the unit member shall receive the base for  
64 the position being promoted into, or a ten percent (10%) increase in base to their current  
65 rate of pay, not to exceed the maximum position salary or the minimum sergeant salary,  
66 whichever is greater. If the member is being promoted into a position that has a step pay  
67 plan and a ten percent (10%) increase places them between steps, the member shall be  
68 advanced to the next highest step. For example, a member is promoted and a ten percent  
69 (10%) increase places them between steps two and three, the member shall be advanced to  
70 step three.  
71

72 22.7 Probationary Status for Sergeants  
73

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

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

\_\_\_\_\_  
Date 8/7/2023

**For PBA**

  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

\_\_\_\_\_  
Date Aug 7, 2023

79

80 22.8 Officers shall be held to be in “good standing” unless they meet one or more of the  
81 following criteria:

82 A. The officer has received an evaluation grade of “below standards” for any  
83 dimension on the most recent performance appraisal.

84 B. The officer has received four or more separate INOIs leading to sustained  
85 disciplinary violations imposed within the twelve-month period. For purposes of  
86 this subsection, the twelve- month period is based upon the date discipline was  
87 imposed.

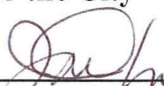
88 C. No more than ~~thirty-two (32)~~ forty (40) combined hours of suspensions imposed  
89 within the twelve-month period. For purposes of this subsection, all 32 combined  
90 hours must have been imposed with a continuous twelve-month period.

91 D. No demotion within the past twelve months.

92

93 INOIs that are pending are not calculated in determining “good standing.”

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
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8/7/2023  
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**For PBA**

  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

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\_\_\_\_\_  
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**ARTICLE 24**  
**GRIEVANCE PROCEDURE**

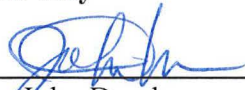
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4 24.1 Members of the bargaining unit will follow all lawful written and verbal orders given by  
5 superior officers even if such orders are alleged to be in conflict with this Agreement.  
6 Compliance with such orders will not prejudice the right to file a grievance within the time  
7 limits contained herein.

8  
9 24.2 A grievance is a claimed violation of a specific term of this Agreement, to include but not  
10 be limited to a means of appeal for imposed discipline or discharge.

11  
12 24.3 No grievance will or need be entertained or processed unless prepared in writing in the  
13 manner prescribed herein, and unless filed in the manner provided herein within the time  
14 limit prescribed herein. A grievance may be filed by either a bargaining unit employee or  
15 by the Union via hand delivery, fax, or e-mail. Grievance discussions at Step One will be  
16 conducted during the aggrieved's normal duty hours. Nothing in this section shall be  
17 construed to prevent an employee from presenting, at any time, his own grievance without  
18 representation. Unit members may be represented at any step by a PBA representative.

19  
20 24.4 Any formal grievance filed shall be in writing and shall set forth the provision or provisions  
21 or the Agreement alleged to have been violated and the facts pertaining to the alleged  
22 violation(s), the date of the violation, and the requested remedy. The grievance shall be  
23 signed by the grievant or Union representative. A grievance submitted which does not  
24 contain the above information is incomplete and shall be amended by the grievant to state  
25 the required information. The necessity of filing an amendment shall not affect the  
26 timeliness to the extent that the grievance is substantially complete.

27  
**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

7/31/2023  
\_\_\_\_\_  
Date

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

July 31, 2023  
\_\_\_\_\_  
Date



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

30

31 Step One:

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

43

44 Step Two:

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

53


**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

Date

7/31/2023

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
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July 31, 2023

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

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

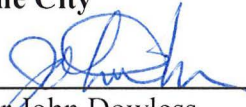
68  
69 24.7 ~~All disciplinary grievances will initially be filed at Step One of the grievance procedure,~~  
70 ~~unless the discipline was initiated at the Chief of Police's level in which case the grievance~~  
71 ~~shall start at Step Two.~~

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

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


77

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

7/31/23 7/31/2023  
\_\_\_\_\_  
Date

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\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

July 31, 2023  
\_\_\_\_\_  
Date


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

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

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

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


**For the City**

  
\_\_\_\_\_  
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City's Chief Labor Negotiator

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**For PBA**

  
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George J. Corwine  
PBA's Chief Labor Negotiator

Date

July 31, 2023

**ARTICLE 25**  
**ARBITRATION**

1  
2  
3  
4 25.1 If any grievance is not resolved by the foregoing Grievance Procedure, the Union, within  
5 twenty-one (21) calendar days after the receipt of the Mayor's decision to may give to the  
6 Police Chief, by hand delivery or by registered or certified mail, a written notice of its  
7 desire to submit the matter to arbitration. Said written notice is to include a written  
8 statement of the position of the Union with respect to the arbitrable issue. The Union shall  
9 request a list of the seven (7) qualified arbitrators, from the Federal Mediation and  
10 Conciliation Service, within seven (7) calendar days from the date the notice was served  
11 on the City. The Union and the City will each strike three (3) names alternately from the  
12 list and the person remaining will be the arbitrator. The first strike shall alternate between  
13 the Union and the City The parties agree to an Expedited Arbitration Procedure in every  
14 case unless one, or both of the parties object to the Expedited Arbitration Procedure, in  
15 writing. Arbitrators will abide by the rules set forth in the FMCS Expedited Arbitration  
16 procedure. Where one or both parties have objected to the Expedited Arbitration, the  
17 process will be through the regular arbitration procedure. In the event that a transcript of a  
18 hearing before an arbitrator is prepared, the party ordering the transcript shall pay the cost  
19 thereof. In the event more than one party desires a copy of the transcript, the cost of said  
20 transcript will be paid in proportion to the number of parties requesting the transcript  
21

22 25.2 As promptly as possible after the arbitrator has been selected, he shall conduct a hearing  
23 with representatives of the parties and consider the grievance. The decision of the arbitrator  
24 will be served upon the employee or employees aggrieved, the Employer and the Union in  
25 writing. It shall be the obligation of the arbitrator to make his best effort to rule within  
26 twenty-one (21) working days after the hearing. The expense of the arbitration, including  
27 the fee and expenses of the arbitrator, shall be paid by the losing party. Each party shall be


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**For PBA**

  
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George J. Corwine  
PBA's Chief Labor Negotiator

Date

July 31, 2023

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

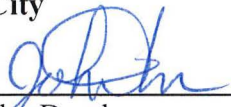
34  
35 The submission to the arbitrator shall be based on the written grievance, and all matters  
36 relevant thereto, as submitted in Steps 1, 2 and 3 of the grievance procedure, and shall  
37 include a copy of this Agreement.

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

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


52

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

7/31/2023  
\_\_\_\_\_  
Date


**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
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July 31, 2023  
\_\_\_\_\_  
Date

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


**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
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Date

*7/31/2023*

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

Date

*July 31, 2023*

**ARTICLE 26**  
**PHYSICAL EXAMINATION AND WORKERS COMPENSATION BENEFITS**

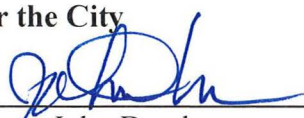
26.1 If the City finds it necessary to refer an on-the-job injury to an outside physician, the injured employee will have the discretion of choosing said physician to the extent as the same meets with the approval of the City's workers compensation carrier, providing all reports and changes of the physician comply with workers' compensation law. No employee shall be coerced by the Employer or his its representative in the selection of a physician.

26.2 The City and the Union agree to an employee drug screening program. The method and procedure for the drug screening shall be as encompassed in the Edgewood Police Department's General Orders, and consistent with the Florida Department of Transportation Standards. The cost of such tests shall be borne by the City.

26.3 No smoking or use of tobacco products will be permitted in the Edgewood Police Department building, or any other interior Edgewood Police Department work area or Department vehicle.

26.4 The employee shall have a personal fitness evaluation completed annually by a doctor of the employee's choice for the betterment of the employee's health. The City shall pay any co-pays or other charges incurred from their primary care physician and/or a specialist to which the employee is referred by his primary care physician above the amount covered by the employee's health insurance. Personal fitness evaluation shall include but is not limited to: EKG, stress testing (Treadmill, Thallium or other chemical/radiographic), echocardiogram testing, blood and lab testing, pulmonary function testing, vision/auditory testing, and flu/pneumonia vaccines. The City will NOT be privy to any test results nor will the physical, hearing, or vision exams be part of ANY Fitness for Duty standard. The

**For the City**

  
\_\_\_\_\_  
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7/11/2023

**For PBA**

  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

Date

July 11, 2023

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

**For the City**

---

Mayor John Dowless  
City's Chief Labor Negotiator

---

Date

**For PBA**



---

G. J. Corwine  
PBA's Chief Labor Negotiator



---

Date



**ARTICLE 27**  
**GENERAL PROVISIONS**

1  
2  
3  
4 27.1 An employee may voluntarily accept and be employed in an occupation off-  
5 ~~duty~~secondary employment which is not in violation of Federal, State, or county law or  
6 departmental policy. ~~Off-duty coordinator or designee~~The employee shall notify the  
7 Chief of Police of any change in the ~~officers working such off-duty~~ secondary  
8 employment within ten (10) business days of such change.


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

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

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

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

27  
**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

\_\_\_\_\_  
Date

7/31/2023

**For PBA**

  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

\_\_\_\_\_  
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July 31, 2023

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

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

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

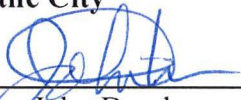
41  
42 When the City is requested to provide extra-duty police services, except for City  
43 sanctioned activities or operational emergencies, an employee has the right to refuse to  
44 work extra-duty.

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

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

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

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

7/31/2023  
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Date

**For PBA**

  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

July 31, 2023  
\_\_\_\_\_  
Date

54

55 ~~27.5~~ When the City is requested to provide offextra-duty police services, except for City  
56 sanctioned activities or operational emergencies, an employee has the right to refuse to  
57 work offextra-duty.

58

59 27.6 Police personnel may not be used other than in law enforcement, emergency response or  
60 code enforcement duties and dissemination of City material. Law enforcement duties  
61 shall have priority over all other duties of the officers. A copy of all bargaining unit job  
62 descriptions shall be furnished to the Union.

63

64 27.7 Work Rules

65

66 A. Employees shall be required to observe and comply with written  
67 regulations governing their employment as set forth in departmental  
68 procedures and such special and general orders and written  
69 communications which are not in conflict with this Agreement.

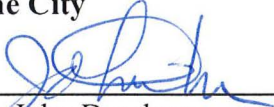
70

71 B Employees shall be required to observe and comply with such additional  
72 or supplemental rules and regulations promulgated and published by the  
73 Chief of Police or his designees, provided only that such rules and  
74 regulations shall not be contrary to any of the provisions of this collective  
75 bargaining agreement, nor FSS 447. No disciplinary action will be taken  
76 for violation of a rule or regulation until at least forty-eight (48) hours  
77 after posting.

78

79


**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

\_\_\_\_\_  
Date

7/31/2023

**For PBA**

  
\_\_\_\_\_  
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PBA's Chief Labor Negotiator

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Date

July 31, 2023

**ARTICLE 29**  
**ENTIRE AGREEMENT**

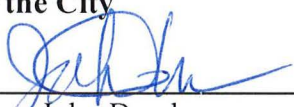
1  
2  
3  
4 29.1 The parties acknowledge that during negotiations resulting in this Agreement, they had the  
5 right and opportunity to make demands and proposals with respect to any and all subjects  
6 not removed by law from the area of collective bargaining and that the complete  
7 understanding and Agreements arrived at by the parties after exercise of that right and the  
8 opportunity are set forth in this Agreement.

9  
10 29.2 ~~The parties intend that this Agreement shall constitute the sole source of their rights and~~  
11 ~~obligations from and to each other for its term, either by specific provision, by general~~  
12 ~~grant of authority, or by silence. The Union does not waive, and shall retain its right to~~  
13 ~~bargain with the City over the impact of any action taken by the City not set forth or~~  
14 ~~provided for in this Agreement, but such impact bargaining shall not serve to delay~~  
15 ~~management's action until Agreement or impasse is resolved concerning the impact at~~  
16 ~~issue; however, any Agreement reached on such issue shall be retroactive to the date of the~~  
17 ~~change.~~

18  
19 29.3 It is understood and agreed that neither party hereto has been induced to enter into this  
20 Agreement by any representations or promises made by the other which are not expressly  
21 set forth herein, and that this document correctly sets forth the effect of all preliminary  
22 negotiations, understandings, and Agreements, and supersedes any previous  
23 Agreements, whether written or verbal.

24  
25 29.4 With the exception of the effect of past practices, this contract constitutes the entire  
26 Agreement and understanding between the parties and shall not be modified, altered,


**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

\_\_\_\_\_  
Date

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**For PBA**

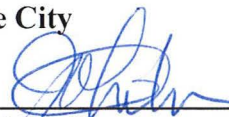
  
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PBA's Chief Labor Negotiator

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

**For the City**

  
\_\_\_\_\_  
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City's Chief Labor Negotiator

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\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

Date

July 31, 2023

**ARTICLE 30**  
**DUES DEDUCTION**

1  
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21

30.1 The City agrees that upon receipt of a voluntary written individual notice from any Bargaining Unit employee, the City shall deduct from their pay dues commencing with the second pay period after receipt of notice. Revocation shall be in writing and shall be effective as to the Employer commencing with the second pay period after the receipt of notice.

30.2 Dues shall be deducted each designated pay period and those monies shall be remitted to the Union reasonably thereafter. No deduction shall be made from the pay of an employee for any payroll period in which the employee's net earnings for the payroll period after tax deductions, are less than the amount of dues to be checked off.

30.3 The Union will initially notify the City as to the amount of dues. Such notification will be made to the City in writing over the signature of a representative of the Union. Changes in the Union membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of such change.

30.4 The Union agrees to indemnify or hold harmless the City in connection with any erroneous deduction of dues not the fault of the City.

**For the City**

  
\_\_\_\_\_  
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**For PBA**

  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

July 11, 2023  
\_\_\_\_\_  
Date

**ARTICLE 32**  
**UNION BUSINESS**

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32.1 The Union will inform the City in writing of its designated local representatives on the signing of this Agreement and when a change occurs. A grievance may be processed during duty hours so long as the processing does not interfere with the police department's operations.

32.2 Union local representatives and employees shall be allowed to communicate official Union business to members in ~~non~~-work areas and during ~~non~~-work time to the extent that duty responsibilities are not disrupted or interfered with.

32.3 A designated local representative may be released from duty without pay for the purpose of attendance at grievance hearings, P.E.R.C. hearings, and Union Board meetings, subject to duty requirements as determined by the Chief of Police or his designee.

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

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G. J. Corwine  
PBA's Chief Labor Negotiator

\_\_\_\_\_  
Date July 11, 2023

**ARTICLE 34  
HOLIDAYS**

34.1 The following shall be recognized paid holidays:

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

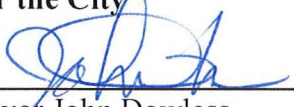
Floating Holiday, Members shall receive ~~receive~~ one (1) Floating Holiday.

34.2 If a paid holiday falls on an employee's regularly scheduled day off, said employee will be compensated for an additional shift at regular straight time pay. If an employee must work on a holiday, the employee will be paid for hours worked plus an additional shift at straight time or compensatory time at the employee's option.

34.3 If an employee is off on approved no duty status due to an in-line-of-duty illness or injury they shall stay on their scheduled rotation. ~~his scheduled work shift both preceding and following a holiday, and scheduled to work that holiday~~ The employee shall receive holiday pay in addition to any other remuneration due. The City shall make the determination if an illness or injury is a compensable workers' compensation illness or injury.

34.4 Employees scheduled to work holidays and who, in the opinion of management, are not needed to work on said holidays, will be required to take that day off. Employees who are not needed will receive their regular straight time shift pay at regular rate in lieu of holiday pay for said day off. Pre-scheduled use of paid time off that falls on a holiday shall not be


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G. J. Corwine  
PBA's Chief Labor Negotiator

Date


July 31, 2023



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

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

**For the City**

  
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\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

July 31, 2023  
\_\_\_\_\_  
Date

**ARTICLE 35**  
**BEREAVEMENT LEAVE**

1  
2  
3  
4 35.1 In the event of death in the employee's immediate family, the Chief of Police, upon request,  
5 will grant seven (7) work days off without loss of regular pay to arrange and/or attend  
6 funeral services or funeral related matters. These days are not required to be used  
7 consecutively.

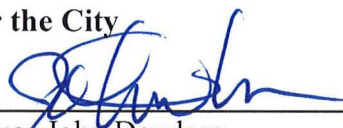
8  
9 ~~The seven (7) workdays off will start at the employee's option on the day of death or the~~  
10 ~~day following the day of death. In the event the funeral is not conducted during the~~  
11 ~~aforementioned period and provided the employee only used two (2) days or less of~~  
12 ~~Bereavement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

14  
15 35.2 Immediate Family Defined:

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

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

For the City

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

Date

7/11/2023

For PBA

  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

Date

July 11, 2023

28

29 35.4 Additional Leave:

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

**For the City**

\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

\_\_\_\_\_  
Date

**For PBA**

  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

\_\_\_\_\_  
Date


*July 11, 2023*

**ARTICLE 36**  
**NOTIFICATION OF CHANGE OF POLICIES**

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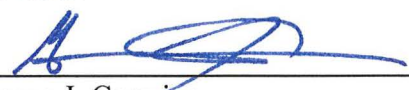
A copy of the department Standard Operating Procedures and General Orders will be made available electronically online via the City Intranet, e-mail or a similar type program. Officers shall acknowledge receipt of any and all updates and shall be responsible thereafter for maintaining updates. The PBA shall be provided a copy of all policies that affect the unit members, a minimum of fourteen (14) calendar days in advance, and, in addition, ~~if feasible~~ the PBA shall be furnished any proposed changes, additions, or deletions to the policies that impact wages, hours, and other terms and conditions of unit members' employment. The notification(s) shall give the PBA the opportunity to comment on the changes and, in its opinion, notify the City that the proposed changes have an impact on wages, hours, and other terms and conditions of employment. Any such notification by the PBA shall require the parties to meet to resolve any issues pursuant to FSS 447.

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

8/7/2023  
\_\_\_\_\_  
Date

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

August 7<sup>th</sup>, 2023  
\_\_\_\_\_  
Date

**ARTICLE 37**  
**EMPLOYEE REPRESENTATION AND PBA ACTIVITIES**

37.1 – Representation

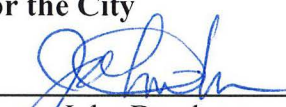
(A) The PBA shall select no more than one (1) bargaining unit member who shall be authorized to act as PBA Representative. Said representative shall act as a liaison between the City and PBA but have no authority to bind the PBA. No more than one (1) PBA Representative, shall appear with a bargaining unit employee during a grievance meeting at any one time.

(B) The PBA shall select Representatives, who may be employed by the PBA or PBA dues-paying bargaining unit members. PBA Representatives may represent bargaining unit members in grievances, inquiries, internal affairs investigations, and Discipline Dispute Resolution meetings. No more than one (1) PBA Representative, shall appear with a bargaining unit employee during a grievance meeting, inquiry, internal affairs investigation, or Discipline Dispute Resolution meeting.

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

(D) The City will allow the PBA a minimum of one-half (1/2) hour and no more than one (1) hour, to meet with new employees, provided attendance is voluntary, at a time pre-determined by the City during the Field Training and Evaluation Program (FTEP) or the initial employee orientation. The City may decide to change or


**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

Date

7/31/2023

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

Date

July 31, 2023

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

34

35 37.2 – Representative Access

36


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


47

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

52


**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

  
\_\_\_\_\_  
Date

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

  
\_\_\_\_\_  
Date

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

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

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

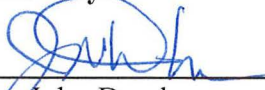
70

71   37.3 ~~Bulletin Boards~~

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

78

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

7/31/2023  
\_\_\_\_\_  
Date

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

July 31, 2023  
\_\_\_\_\_  
Date

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

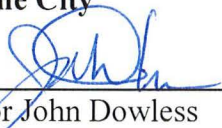
89  
90           ~~(C) — PBA membership applications and return envelopes may be attached to each~~  
91                           ~~bulletin board.~~

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

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


102

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

7/31/2023  
\_\_\_\_\_  
Date

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

July 31, 2023  
\_\_\_\_\_  
Date



103           ~~(F) — The City may remove bulletin board privileges for repeat violations of these~~  
104           ~~provisions. Removal of privileges shall be subject to the grievance procedure~~  
105           ~~contained in this agreement.~~

106

107   37.3 – Employee Use of Electronic Mail

108

109           To the extent permitted by the City and the Chief of Police, the PBA shall be  
110           allowed access and use of the City’s electronic mail system, pursuant to reasonable  
111           guidelines maintained by the Chief of Police and the City.

112

113   37.4 – Employee Lists

114

115           (A)   Upon request of a designated PBA Representative, the City will provide the PBA  
116           with a list via electronic mail which includes the name, work address on file, job  
117           title, gross salary, job location, hourly rate, pay grade/step, and sworn date for each  
118           bargaining unit member.

119

120           (B)   A bargaining unit member shall be responsible for promptly notifying the PBA  
121           upon resignation, termination, retirement, transfer, promotion, or demotion out of  
122           the bargaining unit.

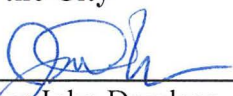
123

124   37.5 – Negotiations

125

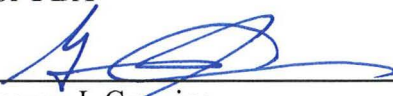
126           (A)   The PBA may designate bargaining unit members to serve on its Negotiation  
127           Committee. Bargaining unit members serving on the Negotiation Committee who  
128           are not on their regularly scheduled shifts during scheduled negotiation sessions

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City’s Chief Labor Negotiator

7/31/2023  
\_\_\_\_\_  
Date

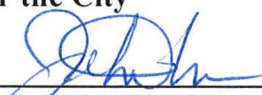
**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA’s Chief Labor Negotiator

July 31, 2023  
\_\_\_\_\_  
Date


129 shall not be paid by the City. Employee members of the Negotiation Committee  
130 who are on their regularly-scheduled shifts during scheduled negotiation sessions  
131 shall be paid for such time in actual negotiation sessions. A bargaining unit member  
132 shall not be compensated by the City for time spent preparing for negotiations. The  
133 In-house Representative for the PBA's Negotiation Committee who are not on their  
134 regularly scheduled shifts during the negotiation's sessions shall be ~~for~~  
135 compensated while attending all meetings and negotiations (two-hour minimum).  
136  
137 (B) A bargaining unit member's attendance at negotiation sessions shall not unduly  
138 hamper the operations of the work unit or negatively impact staffing levels  
139 necessary to meet minimum manpower standards.

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

7/31/2023  
\_\_\_\_\_  
Date

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA's Chief Labor Negotiator

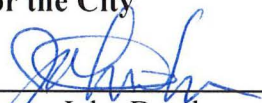
July 31, 2023  
\_\_\_\_\_  
Date

**ARTICLE 38**  
**PERSONNEL RECORDS**

38.1 – Personnel File

- (A) All personnel records shall be maintained consistent with applicable law, and specifically Florida’s public records law set forth in Chapter 119, Florida Statutes. The City shall maintain an official Human Resources personnel file for each bargaining unit member which shall be stored at EPD Human Resources. This shall not preclude supervisors from maintaining working files on subordinates.
- (B) If any material is placed in a bargaining unit member’s official Human Resources personnel file, he may supplement the public record with a written response.
- (C) A bargaining unit member will have the right to review his official Human Resources personnel file, and applicable public records in a supervisor’s working file that are subject to disclosure under Florida law, at reasonable times specified by the Chief of Police or his designee under the supervision of the designated records custodian, to the extent permitted by law.
- (D) If the Chief of Police, or designee, the Public Employees Relations Commission, the courts, an arbitrator, or other statutory authority determines a document has been placed in the employee’s official Human Resources personnel file in error or is otherwise invalid, the document shall be stamped “NOT VALID,” placed in an envelope together with a letter of explanation, and maintained in the employee’s official Human Resources personnel file. The contents of the envelope will be disclosed pursuant to the requirements of Florida law.

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City’s Chief Labor Negotiator

7/31/2023  
\_\_\_\_\_  
Date

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA’s Chief Labor Negotiator

July 31, 2023  
\_\_\_\_\_  
Date

28 38.2 – Privacy

29

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

34

35 38.3 – Counseling Notes

36

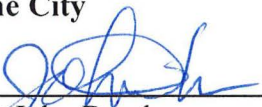
37 The parties agree that a written counseling form does not constitute discipline and is not  
38 subject to the grievance procedure set forth in this agreement. Written counseling forms  
39 typically document performance issues and related remedial measures. Counseling forms  
40 shall be utilized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

51

52

53


**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City’s Chief Labor Negotiator

Date

7/31/2023

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA’s Chief Labor Negotiator

Date


July 31, 2023

54 ~~38.4 Verbal and Written Reprimands~~

55

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


**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City’s Chief Labor Negotiator

Date

7/31/2023

**For PBA**

  
\_\_\_\_\_  
George J. Corwine  
PBA’s Chief Labor Negotiator

Date

July 31, 2023

ARTICLE 40

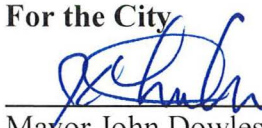
LABOR MANAGEMENT COMMITTEE

40.1 There shall be a Labor Management Committee established to consist of the Police Chief, one member appointed by the Chief, the Union Representative, and one member appointed by the Union representative. The purpose of this committee shall be to meet and confer concerning problems of a general nature which may from time to time arise in the Police Department, to promote the harmonious operation of the department, and to make recommendations to the Chief concerning resolution of any such problems. The committee will meet at a mutually acceptable time, place, and date set by the Chief.

Recommendations of the committee will be advisory in nature only. The Labor-Management Committee meetings shall not be a substitute for collective bargaining and shall not address issues involving grievances.

40.2 The Chief agrees that if the Union representative, while on duty, desires to appear before a scheduled Council meeting, at which discussions concerning terms or conditions of employment or contract negotiations which affect bargaining unit members are to be held, then he may be allowed to attend without loss of pay, after first receiving permission from the Chief or his designated representative, which shall not be unreasonably denied. In no case will premium pay be granted for attendance as described above.


For the City

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

Date

7/11/2023

For PBA

  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

Date

July 11, 2023

**ARTICLE 41**  
**DURATION**

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41.1 This Agreement shall take ~~effect upon ratification by the Union and approval by City Council~~ effect October 1<sup>st</sup>, 2023, and shall continue in full force and effect until midnight of September 30, ~~2023~~ 2026, when it shall terminate. In order to renegotiate this Agreement, written notice shall be given by either party not less than 90 days. ~~nor more than 120 days prior to the expiration date.~~ If the Union fails to notice the City of its intent to renegotiate this Agreement in the time limits specified, the Agreement shall automatically renew for the next fiscal year.

41.2 Any notice to be given under this Agreement shall be given by documented email, registered or certified mail; if given by the Union, it shall be addressed to the City of Edgewood, 405 Bagshaw Way, Edgewood, Florida 32809-3406; and any such notice by the City shall be addressed to the ~~Central~~ West Central Florida Police Benevolent Association, Inc., a Chapter of the Florida Police Benevolent Association, Inc., 300 East Brevard Street, Tallahassee, Florida, 32301.

**For the City**

  
\_\_\_\_\_  
Mayor John Dowless  
City's Chief Labor Negotiator

7/11/2023  
\_\_\_\_\_  
Date

**For PBA**

  
\_\_\_\_\_  
G. J. Corwine  
PBA's Chief Labor Negotiator

July 11, 2023  
\_\_\_\_\_  
Date

## Edgewood Police Department Pay Scale - Appendix A

### Edgewood PD Step Plan

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

T/A 8/7/2023  
A

*[Signature]* 8/7/2023