



# Collective Bargaining Agreement

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Between the City of Fernandina Beach and the  
Coastal Florida Police Benevolent Association

Effective October 1, 2019 through September 30, 2022

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## **PREAMBLE**

It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreements between the parties concerning wages, hours of employment, and other terms and conditions of employment. It is understood that the City is engaged in furnishing essential public services which vitally affect the health, safety and tranquility of the public and both parties hereto recognize the need for their pledge and support to the continuous and reliable services to the public.

## **ARTICLE 1, RECOGNITION**

The City of Fernandina Beach, hereinafter referred to as the "City," pursuant to Florida State Statutes, Chapter 447, and in accordance with the Florida Public Employees Relations Commission Unit Certification No. 720, agrees to recognize the Coastal Florida Police Benevolent Association, Inc., hereinafter referred to as the "CFPBA" as the sole and exclusive Bargaining Agent for all sworn police officers, through the rank of sergeant for the purpose of collective bargaining in the determination of wages, hours and terms and conditions of employment of the public employees within the bargaining unit unless and until recognition of such bargaining representative is withdrawn by a vote of the majority of the employees represented.

## **ARTICLE 2, MANAGEMENT RIGHTS**

2.1 Except as specifically limited by the express provisions of this Agreement, the City retains all traditional rights to manage and direct the affairs of the City in all of its various aspects and to manage and direct its employees including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the City; to supervise and direct the working forces; to establish the qualifications for employees and promotions and to employ employees; to schedule and assign work; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations orders and policies; to evaluate employees; to establish performance standards; to discipline, suspend and/or discharge non-probationary employees for just cause; to change or eliminate existing methods, equipment or facilities or introduce new ones; to take any and all actions as may be necessary to carry out the mission of the City and the Police Department in the event of civil emergency as may be declared by the Mayor, City Manager, Police Chief or their authorized designees; to determine, in the sole discretion of the Mayor, that civil emergency conditions exist, which may include, but are not limited to, riots, civil disorders, tornado conditions, floods, hurricanes or other catastrophes; and, to carry out the mission of the City; provided however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

- 2.2 The City has the exclusive right to schedule overtime work as required in the manner most advantageous to the City, consistent with the applicable provisions of this Agreement.
- 2.3 The CFPBA recognizes the exclusive right of the Chief to establish departmental rules and procedure. However, in all cases where practical, major changes in departmental rules and procedures will be supplied to officials of the CFPBA for comments and suggestions prior to implementation.
- 2.4 A police officer's probationary period shall be for a period of two hundred and seventy five (275) work days from the first day of a full time status. This period is equivalent to approximately eighteen (18) months. For the purpose of this article, leave days of any type will not be considered a work day. The probationary employee can be disciplined or discharged at any time without cause.

### **ARTICLE 3, REPRESENTATIVES OF THE CFPBA**

The CFPBA shall be represented by its local officials as designated in writing to the City. In any matter between the City and the CFPBA an alternate may be selected from the CFPBA with a letter of authorization from the trustees.

### **ARTICLE 4, REPRESENTATIVES OF THE CITY**

The City shall be represented by its city manager or his designees, whose name shall be submitted to the CFPBA representatives.

### **ARTICLE 5, NO DISCRIMINATION**

No employee covered by this Agreement will be discriminated against because of age, race, color, creed, religion, sex, national origin, membership or non-membership in the CFPBA, marital status or physical handicap. All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

### **ARTICLE 6, GRIEVANCE PROCEDURE**

In order to provide for harmonious working relationships between the parties and to provide the expeditious resolution of misunderstandings or grievances, the parties agree to the following procedure. Both parties agree to encourage the informal resolution of workplace issues. A grievance shall be defined as any dispute that a member of the bargaining unit or the CFPBA may have arising out of the interpretation or application of this Agreement. The times indicated on all steps may be extended by mutual written agreement, but both parties agree to resolve grievances or move the process forward without undue delay. During each step of the grievance procedure the effected employee (grievant) may have a CFPBA representative present or if not a member of the CFPBA a representative of his choice.

Step 1: The grievant shall discuss the issue with the appropriate bureau commander within the chain of command ten (10) business days of the occurrence giving rise to the potential grievance. The bureau commander shall attempt to resolve the issue within ten (10) business days of the discussion.

Step 2: If the issue has not been satisfactorily resolved, the employee, or the CFPBA representative, shall present a formal grievance in writing to the Chief of Police within ten (10) business days of the receipt of the bureau commander's response as set forth in Step 1. The Chief shall meet with the employee and his CFPBA representative within ten (10) business days of receiving the grievance. The Chief will respond, in writing, within ten (10) business days of his meeting with the grievant and/or their CFPBA representative.

Step 3: If the grievance is not satisfactorily resolved in Step 2, the employee and/or their CFPBA representative shall present the written grievance, along with the written responses issued in Step 2, to the City Manager, within ten (10) business days of his receipt of the response due in Step 2. The City Manager shall meet with the employee and/or their CFPBA representative within ten (10) business days of receiving the grievance. The City Manager will respond in writing to the employee and the CFPBA within ten (10) business days from the date of the meeting with the grievant and/or their CFPBA representative.

Step 4: If the grievance has not been satisfactorily resolved in Step 3, the CFPBA may request that the grievance be submitted to an impartial Arbitrator for his final and binding decision. Within thirty (30) calendar days from the receipt of the City Manager's response in Step 3, only the CFPBA may request of the City, that an Arbitrator be mutually selected. The parties shall request a list of five (5) Arbitrators to be submitted by the Federal Mediation Conciliation Service and shall attempt to agree on one Arbitrator. Within fifteen (15) days of receiving the list of Arbitrators, the Arbitrator shall be selected. If no agreement is reached, the Arbitrator shall be selected by the CFPBA striking a name from the list with the City striking next, until only one name remains. Arbitration should commence within ninety (90) days or within a reasonable time of the selection of the Arbitrator. The Arbitrator shall stay within the scope and terms of this Agreement. He/she shall have no authority to change, amend, add to, subtract from or otherwise alter or supplement this Agreement or any Amendment thereto, nor shall he have the authority to supersede any applicable laws in resolving the grievance. The losing party shall bear the expense of the Arbitrator, with each party bearing the expense of its own representatives. The party requesting a transcript of the hearing will bear the cost of the transcription. Copies of the Arbitration award shall be furnished to both parties within thirty (30) days of the hearing and the award shall be final and binding on both parties.

Parties agree to oral closing arguments in lieu of written briefs.

## Rules of Grievance Processing

It is agreed:

- (a) A grievance must be brought forward as soon as it might reasonably have become known to exist, not to exceed the ten (10) business day notification period as outlined in Step 1 of the grievance procedure.
- (b) Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved in that Step.
- (c) A grievance presented at Step 2 and above shall be dated and signed by either the aggrieved employee or the CFPBA representative presenting it. A decision rendered shall be written to the aggrieved employee and the CFPBA representative, and shall be dated and signed by the City representative at that Step.
- (d) When a written grievance is presented, the City representative shall acknowledge receipt of it and the date thereof in writing.
- (e) A grievance not advanced to the higher Step within the time limit provided shall be deemed permanently withdrawn and as having been settled on the basis of the decision most recently given. Failure on the part of the City representative to answer within the time limit set forth in any Step will entitle the employee to proceed to the next Step.
- (f) When a grievance is reduced to writing it shall be set forth in the space provided on the approved grievance form. A copy of the form is attached as Appendix A
- (g) In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be limited to the effective date of signing of the Agreement.
- (h) A class action grievance may be filed on behalf of two (2) or more members by the CFPBA and shall follow the procedures as set forth in this Article.

## **ARTICLE 7, UNION SECURITY**

- 7.1 The CFPBA unit representative, or in his absence, his designee, who shall be a member of the CFPBA, shall be granted time off by his supervisor or his designee to conduct CFPBA business that concerns the City which can only be conducted during working hours, provided a written request is submitted prior to the time off period and such absence would not unduly hamper the operations of where such officer is employed. In emergencies, the request may be submitted orally and later confirmed in writing.
- 7.2 Any time during the fiscal year a bargaining unit member may voluntarily donate no less than two (2) hours nor more than twenty-four (24) hours of leave time to a Time Pool to be used by city employees designated by CFPBA for union business and designated union activities such as negotiation of Union Contracts, grievance handling, attendance at union functions, seminars, conferences, symposia, required meetings including city and county, but not to include political events which might create the perception of endorsement of a political candidate.
- 7.3 A representative of the union desiring to be away from work on official Union business shall submit a Time Bank request at least five (5) days prior to the date of such meeting to the employee's immediate supervisor and such request shall not be unreasonably denied. In the event there is insufficient time to provide the five (5) day notice because of an unknown situation such as attend a grievance or pending meeting then the

representative will make every reasonable effort to notify his/her supervisor as soon as they are made aware of that required attendance.

- 7.4 Donations of Time shall be authorized by the employee and receipt of such donation shall be noted back to the employee and the Chief of Police by the Human Resources Department. An accurate record of Time Pool hours accumulated and used shall be kept by both the Human Resources Department and Union.

## **ARTICLE 8, DUES DEDUCTION**

Upon receipt of a written authorization from an employee covered by this Agreement, the City agrees to deduct dues and assessments in an amount certified by the CFPBA from the pay of the employee so authorizing. The City will remit to the CFPBA such sums within ten (10) days. Changes in the membership dues or assessment rates will be certified to the City in writing over the signature of the President of the CFPBA and shall be furnished to the City at least thirty (30) days in advance of the effective date of such change. The City's remittance will be deemed correct if the CFPBA does not give written notice to the City within two (2) calendar weeks after a remittance is received of its belief that the remittance is incorrect, with reason(s) stated thereof.

## **ARTICLE 9, DISCIPLINE**

- 9.1 Discipline and Appeals: The City reserves the right to discipline its non-probationary employees for just cause including suspension, demotion or dismissal.
- 9.2 Rights of Law Enforcement Officers While under Investigation: Whenever a Police Officer is under investigation and subject to interrogation by members of his or her agency for any reason which could lead to disciplinary action, demotion or dismissal, Florida Statutes 112.531-112.534 apply; and such interrogation shall be conducted under the following conditions:
- (a) The interrogation or interview shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that an immediate action is required.
  - (b) The interrogation or interview shall take place either at the office of Internal Investigations or at the office of the police unit in which the incident allegedly occurred, as designated by the investigating officer or agency.
  - (c) The law enforcement officer under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer and all persons present during the interrogation or interview. All questions directed to the officer under interrogation or interview shall be asked by and through one (1) interrogator during any one investigative interrogation, unless specifically waived by the officer under investigation.
  - (d) The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation or interview and shall be informed of the

name of all complainants. Should the charges not be substantiated the aggrieved officer will be informed in writing by the Chief of Police or his designee.

- (e) Interrogating sessions or interviews shall be for reasonable periods and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- (f) The law enforcement officer under interrogation or interview shall not be subjected to offensive language or threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
- (g) The entire interrogation or interview of a law enforcement officer by the Internal Investigation Section, including the times of all recess periods, shall be \*recorded and there shall be no unrecorded questions or statements.
- (h) If the law enforcement officer under interrogation or interview is under arrest, or is likely to be placed under arrest as a result of the interrogation or interview, he shall be completely informed of all rights, prior to the commencement of the interrogation or interview.
- (i) At the request of any law enforcement officer under investigation, he shall have the right to be represented by counsel or any other representative of his choice who shall be present at all times during such interrogation or interview whenever the interrogation or interview relates to the officer's continued fitness for law enforcement duty or employment.
- (j) No law enforcement officer shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment; or otherwise discriminated against in regard to his or her employment or appointment, or be threatened with any such treatment, by reason of his or her exercise of the rights granted by this part.
- (k) A complaint filed against a law enforcement officer with a law enforcement agency and all information obtained pursuant to the investigation by the agency of such complaint shall be confidential and exempt from the provisions of s. 119.07(1) until the investigation ceases to be active, or until the agency head or the agency head's designee provides written notice to the officer who is the subject of the complaint, either personally or by mail, that the agency has either: (1) Concluded the investigation with a finding not to proceed with disciplinary action or to file charges; or (2) Concluded the investigation with a finding to proceed with disciplinary action or to file charges.
- (l) The officer who is the subject of the complaint may review the complaint and all statements regardless of form made by the complainant and witnesses immediately prior to the beginning of the investigative interview. If a witness to a complaint is incarcerated in a correctional facility and may be under the supervision of, or have contact with, the officer under investigation, only the names and written statements of the complainant and non-incarcerated witnesses may be reviewed by the officer under investigation immediately prior to the beginning of the investigative interview.

*\* Recorded shall mean any one or more of the following: taking of statement by audio tape recorder or by a court stenographer. Under no circumstances shall this Article conflict with the requirements of State law*

## **ARTICLE 10, OFFICIAL DUTIES**

No employee shall refuse to perform any official police act as ordered by a supervisor or required by State, County or Municipal law. No employee shall be required to perform any act or function which is outside the scope of a police officer's function or not generally considered to be a bona fide police function. The duty of a police officer shall be as presently set forth or as amended in the rules and regulations of the City of Fernandina Beach, Florida, and/or the Fernandina Beach Police Department Policy Manual.

## **ARTICLE 11, LIABILITY**

No employee shall be held liable financially for any equipment which is lost, stolen, damaged, destroyed, or otherwise rendered unusable unless the employee exhibited negligence or malicious intent with each instance of negligence or malicious intent being decided on its own merit.

## **ARTICLE 12, SAFETY AND HEALTH**

- 12.1 No employee shall be required to operate a vehicle which is demonstrably shown to be defective or unsafe. Each marked police car shall be equipped with the necessary equipment to permit the employee to perform his/her duties. Such equipment may include, but not be limited to, emergency lights, sirens, long gun and case or rack, and rear seat prisoner cage. Every reasonable effort will be made to ensure each marked police car has a working MDT and In Car Video System.
- 12.2 Because the City and the Union are committed to providing a safe and healthy workplace, a Safety Committee made up of management and labor exists in an advisory capacity. The Safety Committee recommends improvements to workplace safety and health and identifies corrective measures needed to minimize safety and health hazards. A police officer will serve on the Safety Committee as a representative of the CFPBA bargaining unit and attend regular monthly meetings.

## **ARTICLE 13, WORKWEEK**

- 13.1 The work period for employees shall be fourteen (14) consecutive days and the regular work schedule during that period shall consist of eighty four (84) hours. If calls for service permit, employees may take a one (1) hour meal break which shall be included as hours worked, however employees shall monitor their communications device(s) in the event that they are required to respond to provide police services.
- 13.2 Employees may attend training classes as approved and determined as necessary through the Department. Hours spent attending an approved training class will be counted as hours worked and the employee's schedule will be adjusted so that he/she works eighty four (84) hours within the fourteen (14) day work schedule. If staffing levels prohibit the adjustment of hours, employees will be compensated for training time attended as agreed upon in Article 14, Section 1 (14.1).

- 13.3 As required by assignment, employees may be required to report five (5) minutes early for assignment and orientation.
- 13.4 As the primary schedule, detectives assigned to the investigative function, will be assigned to work a 10.5 hour day, either Monday to Thursday or Tuesday to Friday.

#### **ARTICLE 14, HOURS OF WORK; OVERTIME; COMPENSATORY TIME**

- 14.1 Any time worked in excess of eighty four (84) hours in a scheduled work cycle of fourteen (14) days shall be compensated at the rate of one and one-half (1½) times the employee's normal hourly rate of pay. Such overtime compensation will be in the form of pay unless compensatory time is requested in writing by the employee. Overtime shall be paid bi-weekly based on the actual total work cycle hours. Approval of overtime and/or requests for compensatory time will be in accordance with departmental policy. Personnel schedules shall not be altered solely to avoid overtime pay, unless the employee affected has at least twenty-four (24) hours' notice of the shift change.

For the purposes of computing overtime, Annual Leave, Personal Time Off, Sick Leave or taking a Holiday off will not be considered hours worked. Compensatory Leave shall be considered as hours worked.

- 14.2 Employees required to attend court or another official proceeding as a result of their official duties during off duty hours, shall be compensated at the rate of one and one-half (1½) times their normal rate of pay or if requested the equivalent amount of compensatory time. Employee's will be compensated a minimum of three (3) hours for each appearance within a single day as long as multiple appearances are three hours or more apart. For multiple appearances that are less than three hours apart the calculation of time will start with the first appearance and end with the completion of the last appearance. If the aggregate time of the multiple appearances is less than three (3) hours, the employee shall receive a three (3) hour minimum. Employees assigned to the day shift will agree to make every reasonable effort to obtain warrants, file felony cases or initiate any other court related functions while on duty, as staffing levels permit. If circumstances prohibit completing these tasks while on duty, prior approval for overtime must be obtained as established by Department policy.
- 14.3 An employee may elect to receive compensatory leave time in lieu of pay, where applicable in this Agreement, up to a maximum accumulation of two hundred (200) hours. The Chief of the Department or his/her designee will notify employees who obtain a compensatory leave balance of in excess of one hundred and seventy six (176) hours and request that the employee take sufficient leave to reduce their compensatory leave account below one hundred and seventy six (176) hours. If sufficient compensatory leave is not scheduled by the employee, the Chief of the Department or his/her designee may require the employee to take

compensatory leave in increments equal to a regular work day to reduce the employee's compensatory leave balance below one hundred and seventy six (176) hours. Such notice of required leave will be made at least five (5) days in advance. If for reasons beyond the control of the Chief of the Department or the employee cause the employee's compensatory leave balance to exceed two hundred (200) hours, all hours in excess of the maximum shall be in the form of pay. An employee wishing to take compensatory leave time shall request such through his/her supervisor. The supervisor shall approve any such request as long as minimum staffing levels are met. An employee separating from the Department on a voluntary or involuntary basis shall receive lump sum payment for accumulated compensatory time. Employees may elect to sell back up to seventy five (75) hours of compensatory time each year. Request for sell back must be made during the month of November and payout will be made on the pay period before Christmas of that year.

- 14.4 Qualified Field Training Officers holding the rank of police officer or police corporal will be selected by the Chief of the Department or his/her designee to train new police officers. Each Field Training Officer's performance and current training will be reviewed annually. Officers are expected to maintain current educational and training standards that qualify them to be a Field Training Officer. For each work hour that a Field Training Officer is assigned to train a new police officer, the Field Training Officer shall be compensated ten percent (10%) above their base pay.

If a qualified police officer is available to perform Field Training duties, then the police officer will be assigned over a police corporal.

A Field Training Coordinator holding the rank of Police Corporal or Police Sergeant will be selected by the Chief of the Department. The Field Training Coordinator will assign recruits to Field Training Officers, coordinate all Field Training documentation and liaison with the Chief of Police concerning Field Training issues. The Field Training Coordinator will also be expected to maintain current educational and training standards of a Field Training Officer. The Field Training Coordinator will be compensated an additional five percent (5%) annually of his/her base salary.

Article 14.4 will take effect 10-01-2020.

- 14.5 Any employee whose primary shift assignment starts at or after 1400 will receive an additional two (2%) differential pay above their normal base salary. Primary shift in this section applies to employees who have a regularly scheduled shift that starts at or after 1400 and not an occasional shift adjustment or the occasion of working overtime on another shift.

## ARTICLE 15, RECALL, STANDBY AND ON-CALL TIME

15.1 Any employee who is required to report back to work or perform any official police related function that requires travel to a specific location after having completed his normal tour of duty and after having left work for at least one (1) hour or prior to one (1) hour before starting his normal tour of duty, shall be paid at the rate of one and one-half (1 ½) times his normal hourly rate of pay or compensatory time for the actual time spent performing such function. Such compensation shall not be less than three (3) hours, unless the employee is ordered to report back to work to complete police related functions that should have been completed prior to leaving work at the end of their shift.

15.2 Any Officer who is scheduled by or called in by a Bureau Commander or his/her designee to work during their regularly scheduled time off to fill a patrol officer vacancy shall be considered to be in a Call Back status and be compensated at one and one half (1 ½) the rate of pay for the hours worked.

This article shall not apply an employee who stays over their normal shift hours to complete a previously assigned call for service. In such instances the employee will be covered by Article 14.1 of this agreement.

15.3 An emergency standby assignment is made when an employee is notified by a supervisor or designee that they must be ready to be called to work in an urgent situation during their off-duty time. The employee will then be required to remain available via telephone and be available to report to duty within one (1) hour when notified. If an employee has not been contacted within six (6) hours after being placed on emergency standby, that employee will no longer be obligated to be prepared to report for duty.

For each hour an employee is in an emergency standby status they will be compensated at the rate of one half (½) of their normal pay.

Once an employee on an emergency standby status is contacted and ordered to report for duty, that employee will be considered in a Call Back status and compensated at a rate of time and one half (1 ½) from that point forward and for each hour worked.

If “non-essential” or “non-critical” City employees are ordered not to report to work due to some level of emergency or weather related incident, then those employees required to work their regular schedule will be compensated at time and one half for each hour worked. Employees also have the option of earning compensatory leave time in lieu of cash overtime.

15.4 Detectives are required to serve on-call as follows: An on-call schedule will be posted at the first of each month, indicating the week which that detective will be on call. Each detective will have access to said schedule. It will be the responsibility of the supervisor of the Detective Division or his appointee to ensure this is accomplished. Detective

While a detective is on-call, he/she will remain in contact with police headquarters via telephone or radio.

Detectives on-call will arrive at the assigned location no later than one (1) hour after notification. Actual distance restraints are the discretion of the detective as to allow for the one (1) hour response. When practical, the detective will arrive at the scene as soon as possible, with one (1) hour being the maximum allowable response time.

If the detective cannot respond within the one (1) hour response time, he is to notify the head of the Detective Division, prior to being called, who will make every effort to reassign the on-call status to another detective or fill this requirement himself. It is understood that this accommodation will not be abused by the detectives.

Detectives will not allow themselves to become impaired while on-call status is in effect for them. This is not limited to alcohol, but also prescription medication. If the use of prescription medication is unavoidable, and the detective feels his faculties have or will be impaired, he is to contact his immediate supervisor, or assistant supervisor.

If a detective will be out of response range, or out of contact, during his/her on-call time, the detective will contact his/her immediate supervisor, or failing this, the assistant supervisor. It will be the responsibility of the on-call detective to make these arrangements, and to notify police dispatch of the change.

Detectives are encouraged to adhere to the normal dress code in effect for investigators when called out, but this is many times impractical. However, no shorts, tank tops, or bathing apparel will be worn to a call-out, or other clothing items which would obviously bring discredit or embarrassment to the Department.

A detective placed in an on-call status will be paid for two (2) hours at the rate of time and one-half (1 ½) their established rate of pay each day for the week in which the employee is on-call. The two (2) hours will cover the first physical response to a location within a 24 hour on call period. If the first response takes longer than two (2) hours then the total hours will be paid at the overtime rate.

Subsequent call outs within a 24 hour on call period will be considered as "call back" and compensated at a rate of time and one half (1 ½) with a three (3) hour minimum.

Issues handled over the telephone, radio, computer or other such device that do not require a physical response will be conducted in consideration for the two (2) hours of on call pay that is received for being in an on call status. However, if the two hours is used on a physical call out, then time spent addressing such issues electronically will be credited as compensatory time.

## 16, LEAVES

### 16.1 Holidays:

The following days shall be considered to be holidays, entitling employees to have the day off with pay or if required to work, in addition to the regular holiday pay the employee shall be compensated at the rate of one and one-half (1 1/2) times his normal hourly wage for the hours worked, except that this compensation will be at double (two times) his or her normal rate for Christmas Day only. Compensatory time in lieu of holiday pay may be granted if mutually agreed upon by the employee and the Chief of the Department. If a holiday falls on an employee's assigned day off he shall receive twelve (12) hours (or the number of hours as consistent with the work schedule for the job) pay or compensatory time at his normal hourly rate of pay. If a holiday falls during an employee's vacation, he/she will not be charged any leave time for that day and paid for the normal shift as holiday pay.

For the purpose of this Article, holidays shall be:

New Year's Day  
Martin Luther King, Jr.'s Birthday  
Good Friday  
Memorial Day  
Independence Day  
Veteran's Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve Day  
Christmas Day

The City agrees to recognize May 15<sup>th</sup> of each year as Police Memorial Day. In place of monetary compensation, on May 15<sup>th</sup> members covered by this agreement will be credited a compensatory holiday for the number of hours they work as part of their regular schedule. This compensatory holiday must be utilized between the dates of May 15<sup>th</sup> and September 30<sup>th</sup>, with no provisions for carry over. This compensatory holiday will not be extended to members who are not scheduled to work on May 15<sup>th</sup>.

### 16.2 Sick Leave:

- (a) Employees not on the Personal Time Off (PTO) plan shall earn sick leave at the rate of three (3) hours per week while in a paid status. Sick leave hours may be accumulated by the employee to a maximum of one thousand, four hundred (1,400) hours as provided herein. Sick leave may be used by the employees for illnesses or injuries suffered by members of the employee's immediate family, including spouse, children, parents or grandparents provided an attending physician will certify to the necessity of the employee being absent from work due to such illness or injury suffered by the employee's family if he is called upon to do so. It is understood that any absence under

this Section shall be necessitated by the requirement of the employee to attend to the ill family member. Any employee having a FMLA qualifying event can choose to start on FMLA or use sick time (if applicable); they do not have to run congruent.

- (b) The City, at its discretion, may require an employee to present a doctor's certificate stating that the employee was unable to work before sick leave pay will be allowed.
- (c) Any employee who has not incurred use of sick leave time within the previous fiscal year will be awarded one (1) day of personal leave time which may be utilized in the same manner as a vacation day during the year except that it may not be carried forward.

Any employee will be allowed up to three (3) personal days per year using accrued sick leave.

- (d) To be eligible for sick leave the employee shall call in at least fifteen (15) minutes prior to the start of the employee's shift starting time, unless extenuating circumstances prohibit. An employee is also eligible for sick leave if he/she becomes ill after arriving at their assignment.
- (e) Sick leave time shall be considered as time worked in computing the number of hours worked in any one year for calculating vacation, sick leave and pension benefits.
- (f) This Article shall not apply where Workers' Compensation Insurance is applicable.
- (g) The City has the right to require any employee to undergo a medical or psychological examination by an assigned doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required of the employee's classification.
- (h) Sick leave payment and sellback will cease effective May 31, 2022 . For sick leave accrued prior to May 31, 2022, any employee who has a sick leave balance may elect to sell back any amount up to a maximum of 300 hours of accumulated sick leave hours per year.

The payment of the accumulated sick leave will be based on the value of the sick leave (base pay and any added differentials) effective May 31, 2020 and shall be paid in three payments in June 2020, June 2021 and June 2022. If an employee separates from service with the City by retiring prior to May 31, 2022 that employee shall be eligible to sell back 300 hours of sick leave calculated on the value effective May 31, 2020, in so long that a payment for that fiscal year has not already been made for sick leave sell back.

An employee may opt to retain any balance of sick leave accumulated prior to May 31, 2022 for use as identified in this article. Any sick leave so retained and all sick leave earned after May 31, 2022 shall not be eligible for payment or sell back.

### 16.3 Line of Duty Illness, Injury or Death:

Any employee who becomes temporarily disabled due to an injury or illness sustained in the course of his employment, shall receive the amount to which he is entitled under the Workers' Compensation Law, with the City paying to the employee the difference between the Workers' Compensation Benefit and the employee's normal wages. This coverage shall continue until the employee is medically determined to be fit for duty or has been retired. An employee who is temporarily disabled shall still be considered an active duty employee for purposes of benefits other than compensation, promotion, sick leave or vacation.

- (a) The City shall have the right to determine whether or not an employee should be carried at the level provided above for more than twenty-six (26) weeks. During the twenty-sixth (26) week, or as soon thereafter as practical, the employee shall be medically examined to determine whether he or she has reached maximum medical improvement. If the employee has reached maximum medical improvement, his or her right to compensation shall be governed by the Workers' Compensation Law, the employees' disability/pension rights, and other benefits to which the employee may be entitled under this contract.
- (b) If the employee has not reached maximum medical improvement, the employee shall be medically examined to determine whether the employee's injury is of a nature which prevents their return to duty as a police officer.
- (c) If the injury is medically determined not to be of the nature that would prevent the injured employee's return to duty; the employee should be carried at the level provided above and re-evaluated medically at thirty-nine (39) weeks and fifty-two (52) weeks. The City shall have the right to determine whether or not an employee should be carried in the above status for more than fifty-two (52) weeks.
- (d) The City shall not abridge the right of an employee to meet with the Employee Safety Committee or City Pension Board.
- (e) If a former employee who has been disabled is subsequently able to return to full active duty, that former employee, if currently qualified as a law enforcement officer, will be reinstated when a vacancy occurs at a pay grade equivalent to the pay grade that the employee had obtained when medically retired. If the former employee is not currently certified, he or she will be allowed six (6) months to meet current certification requirements.
- (f) Employees will not be allowed to stack benefits under this Article.
- (g) Dependent children or spouse of any employee killed in the line of duty shall receive monthly payments for a six (6) month period amounting to the normal salary of the deceased employee for the said six (6) month period.

16.4 Vacation:

Employees shall accrue vacation leave in the following manner:

Years of Service	Vacation Hours
After 1 year	54 hours
After 2 years, but less than 5 years	108 hours
After 5 years, but less than 10 years	162 hours
After 10 years, but less than 15 years	216 hours
After 15 years	270 hours

Employees shall have the right to select their vacation period in accordance with seniority, provided it does not interfere with the City's operation. Vacation pay shall be based upon the employee's salary at the time the vacation is taken. All unused vacation shall be paid upon the employee's termination (not for cause) or retirement at the current rate of pay.

16.5 Paid Time Off (PTO)

Any employee in the bargaining unit hired on or after October 1, 2013 shall be entitled to Paid Time Off (PTO) and shall not be eligible for vacation time or sick leave.

Employees shall accrue PTO leave as follows:

Years of Service	PTO Hours
Less than 1 year	120 hours
After 1 years, but less than 5 years	192 hours
After 5 years, but less than 10 years	216 hours
After 10 years, but less than 15 years	228 hours
15 years plus	288 hours

Pay for PTO's shall be based on the rate of pay of the employee at the time the PTO is taken. Employees will be eligible to use PTO as accrued. The use of PTO requires a minimum of 72 hours' notice for management's consideration of approval. Employees can have up to four occurrences each year with minimal notice (15 minutes prior to the start of the shift).

Employees may carry forward unused PTO up to a maximum of 1200 hours. There are no provisions for any type of sell back of PTO leave during employment or upon termination.

Any employee in the bargaining unit hired prior to October 1, 2013 has the option to convert to the Paid Time Off plan during annual open enrollment. Upon conversion, the employee's existing vacation leave balance is transferred to the paid time off account.

The employee's existing sick leave balance shall remain in the employee's sick leave accrual bank. Employees are allowed to use this sick leave time as outlined in Section 2, Sick Leave.

#### 16.6 Military Leave:

Both parties agree to comply with Federal law in regard to military leave.

#### 16.7 Bereavement Leave:

An employee will be granted up to three (3) days off with pay if any member of his immediate family dies. Immediate family shall be defined as: spouse, child, stepchild, foster child, father, mother, father-in-law, mother-in-law, brother, sister, grandparents, stepmother or stepfather. Upon the employee's written request, more than three (3) days leave may be granted, but only three (3) days will be paid days off. However, for the death of a spouse, child, stepchild, foster child, father, mother, father-in-law, mother-in-law, brother or sister that requires out-of-state travel, two (2) additional days will be allowed with pay. No payment shall be made where no scheduled work time is lost. On written request the days off may be changed by the City.

### **ARTICLE 17, WAGES**

- 17.1 Detectives within the Investigations Bureau assigned to the investigative function or as the primary crime scene investigator will receive an additional six (6%) differential pay above their normal base salary.
- 17.2 When a corporal and a sergeant are not on duty, any police officer on the shift, at the discretion of the Sergeant and upon approval of the Chief of Police or his designee will assume the responsibility of the shift supervisor. Police Officers who are required to work in a higher classification, i.e. police officer acting as a sergeant, shall be compensated at the rate of five (5) percent above that normally earned by the employee being elevated. This shall only apply to a member of the Investigations Bureau if they formally supervise an investigative function in the absence of a corporal and a sergeant and a higher ranking member of the Bureau is not present.
- 17.3 Annual pay increases, effective October 1, 2019, will be based on a performance evaluation merit pay system. The amount of the pay increase will be based upon the performance rating points assigned by the employee's supervisor utilizing the current evaluation system that was approved by the bargaining unit during the 2013 negotiations process. Any changes to the evaluation system must be mutually agreed upon by the City and the Bargaining Unit.

Pay increases will be awarded to Police Officers based on the below listed point schedule:

0% for a point value of 14 to 41 which represents an overall performance of "Does Not Meet Expectations" or "Marginal – Needs Improvement".

3% for a point value of 42 to 46 or 4% for a point value of 47 to 50 which represents an overall performance of “Meets Expectations – Average”.

5% for a point value of 51 to 54 or 5.5% for a point value of 55 to 58 which represents an overall performance of “Exceeds Expectations- Above Average”.

6% for a point value of 59 to 70 which represents an overall performance of “Far Exceeds Expectations – Exemplary”.

Pay increases will be awarded to Police Sergeants based on the below listed point schedule:

0% for a point value of 28 to 82 which represents an overall performance of “Does Not Meet Expectations” or “Marginal – Needs Improvement”.

3% for a point value of 83 to 92 or 4% for a point value of 93 to 100 which represents an overall performance of “Meets Expectations – Average”.

5% for a point value of 101 to 108 or 5.5% for a point value of 109 to 116 which represents an overall performance of “Exceeds Expectations- Above Average”.

6% for a point value of 117 to 140 which represents an overall performance of “Far Exceeds Expectations – Exemplary”.

Police Officers and Police Corporals will receive a pay increase in the amount of 5% of their base pay effective October 1, 2020 and October 1, 2021.

Police Sergeants will receive a pay increase in the amount of 7.5% of their base pay effective October 1, 2020.

Police Sergeants will receive a pay increase in the amount of 5% of their base pay effective October 1, 2021.

An employee who fails to achieve a satisfactory rating on their performance review may be placed in a 90-day performance improvement period (PIP) and will not be eligible for a pay increase. Following completion of the 90-day PIP, the employee will be further evaluated and if they have achieved a satisfactory level of performance they will at that time receive a pay increase.

Supervisors and Officers are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. This provides both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

The minimum starting pay for a newly hired Police Officer will increase in the amount of 5% effective October 1, 2020 and increase an additional 5% effective October 1 2021.

## **ARTICLE 18, INSURANCE**

- 18.1 The City will provide individual medical protection comparable to present coverage for the employee, except that the employee shall contribute the difference in cost for insurance above the PPO level. Employees hired prior to October 1, 2013, shall contribute forty-five percent (45%) of the cost of insurance for dependent coverage for the period of this agreement. Employees hired on or after October 1, 2013, shall contribute fifty percent (50%) of the cost of insurance for dependent coverage for the period of this agreement.
- 18.2 The life insurance plan that is now in effect will continue in full force and effect and be paid in full by the City, to be equal to the employee's annual regular earnings.
- 18.3 A Retiree Health Care Benefit of \$225 per month will be paid to pension-eligible members with twenty-five years of police service, to sunset at age sixty-five or when the member is eligible for Medicare. Members who retire on or after October 1, 2013, are eligible for this benefit provided that the retiree is covered on the City's health insurance plan. Members hired after October 1, 2013, shall not be eligible for this benefit.

## **ARTICLE 19, TRAINING AND TUITION REIMBURSEMENT**

- 19.1 **Training Time:** All employees may be required to attend up to four (4) hours per month of scheduled training time in addition to the normal work schedule. Once annually the City may schedule training of up to six (6) hours. The employee will either be compensated for the training as hours worked or will be granted compensatory time off with a three hour minimum guarantee of compensation.
- 19.2 **Tuition Reimbursement:** The City agrees to change employees' work schedules when possible in order to permit employees to further their education in the Criminal Justice Field. The Chief of Police will determine whether requested course work relates to an employee's duties.

The Tuition Reimbursement Policy is designed to reimburse you for undergraduate or graduate level courses that may help you improve performance in your current job or prepare you for advancement within the City of Fernandina Beach.

You are eligible if you:

- Are an active full-time employee of the City of Fernandina Beach
- Have a minimum of six (6) months of service with the City of Fernandina Beach
- Have satisfactorily completed your initial probationary period prior to the first meeting date of the course(s) you intend to take.

Exception: Employees on a Personal Improvement Plan (PIP) are not eligible.

Undergraduate, graduate, or vocational courses (including online) are covered which meet all the following criteria:

- Help improve performance in your current job or prepare you for advancement within the City of Fernandina Beach (or are requirements in a degree program that does so).
- Are offered by an accredited college, university, or technical/trade school.
- Result in college credits.
- Preparatory courses required for General Education Development (GED) programs, as well as the actual GED test.
- Courses for Portfolio credit, CLEP exam, and life experience courses, if these are a part of a pre-approved degree program.

Those courses not covered include undergraduate, graduate, or vocational courses and programs which:

- Are offered by a non-accredited college, university, or technical/trade school
- Do not result in college credits
- Degree programs that do not help improve your performance in your current job or prepare you for advancement within the City of Fernandina Beach, such as art, medicine, music, theology
- Doctoral programs, law degrees, etc.
- Refresher courses to prepare for an examination required to obtain a professional license (such as the Professional Engineer, CPA, or State Bar) as well as the fees for the examination
- Courses that duplicate courses offered by the City of Fernandina Beach
- Courses or seminars awarding Continuing Education Units (CEUs)
- Microsoft and other software certification programs

Accredited schools are those that meet acceptable levels of educational quality and standards as set forth by one or more of the following agencies:

- Middle States Association of Colleges and Schools
- New England Association of Schools and Colleges
- Commission on Technical and Career Institutions
- North Central Association of Colleges and Schools
- Northwest Association of Schools and Colleges
- Southern Association of Schools and Colleges
- Western Association of Schools and Colleges
- Accrediting Commission for Senior Colleges and Universities
- Accrediting Commission for Community and Junior Colleges
- Any other accrediting organization belonging to the Council for Higher Education Accreditation

NOTE: Information on school accreditation is generally provided in the school catalogue.

The maximum amount available per employee for reimbursement in a calendar year is \$5,000. Eligible expenses are those actually paid by you and not otherwise paid or

reimbursed by scholarship, grant, or other benefits for which you qualify (such as VA benefits) or refunded by the school. Consistent with IRS guidelines, expenses will count toward the annual maximum in the calendar year in which the payment is made, irrespective of when the expenses were incurred, or when the reimbursement application was submitted.

Eligible expenses are those paid for:

- Tuition
- Fees for application, registration, laboratory or library use
- Textbooks per course up to \$100

NOTE: Itemized receipts are required.

Expenses not eligible for reimbursement include:

- Parking fees
- Student Activity fees
- Deferral fees
- Late fees or service charges

Approval is required from your department head 30 days prior to enrollment in:

- A program to pursue an appropriate undergraduate or graduate degree; it is not necessary to obtain subsequent approvals for classes associated with these programs
- Classes covered by this policy which are taken on an ad hoc basis, vocational courses, or GED preparatory classes

To receive reimbursement for a course, you must earn:

- At least a "B" (or "Pass" in a Pass/Fail grading system) in graduate courses
- At least a "C" (or "Pass" in a Pass/Fail grading system) in all other courses

You may be approved for reimbursement if any of the following prevent you from completing coursework:

- Personal illness/injury which causes sustained absence from class; must be documented by a letter from your physician and by withdrawal documentation from the school
- Military leave of absence; must be documented by your military orders and by withdrawal documentation from the school

NOTE: Expenses eligible for reimbursement in these situations are those actually paid by you minus any refunds made by the school or bookstore.

If you resign, retire, or are terminated before completing a course that was approved, you will not qualify for reimbursement. If an employee separates from employment with the City within two years of the last tuition reimbursement, the employee will be required to repay the tuition reimbursement on a pro-rated basis. The employee will receive 1/24th credit for each month of employment following the tuition reimbursement to determine the amount owed the City.

There may be tax implications with respect to graduate students, depending on the IRS guidelines and applicable withholdings that are in effect at the time of participation in the program. To determine if your reimbursement is taxable, complete the "Taxability Declaration - Graduate" form which is included with the application.

The Tuition Reimbursement Policy is designed to assist only employees. Dependents of employees are not eligible for assistance under this program.

It is your responsibility to comply with the terms of the policy and to track the amount(s) reimbursed. The City of Fernandina Beach has the right to audit expenses, require additional documentation, and discipline employees who violate the terms of this policy or otherwise abuse the program. The City of Fernandina Beach has the right to suspend or cancel this program or change the terms of the policy at any time.

If you have any other questions, contact the Human Resources Director. If you have not received reimbursement within 45 days of submission, contact the Finance department.

#### Procedure for Participating

Participation requires:

- An approved application prior to enrollment in a course or program
- Submission of application, receipts, and other required documentation to the Finance department within 90 days after course completion

To apply, follow these steps:

- (a) At least 30 days prior to enrolling in a course or program, obtain a City of Fernandina Beach Application for Tuition Reimbursement by contacting either your department head or Human Resources.
- (b) Complete all fields according to the instructions that come with the application and sign it.
- (c) Complete and sign the "Taxability Declaration - Graduate" form if you are taking a graduate course. (This form is included with the application).
- (d) Discuss your plans with your department head to ensure a mutual understanding of your plan and the terms of this policy.
- (e) Have your department head complete the section "Application Approved." Keep the original and offer a file copy to your department head.

To get reimbursed, follow these steps:

- (a) Finalize "Other Eligible Expense" on your approved application form; total expenses.
- (b) Attach the following paperwork to your approved application and Taxability Declaration form (where applicable):
  - Itemized receipts from all eligible expenses including tuition
  - Official documentation (transcript) from the school on your grade(s)
  - Other documentation as required (refer to the section "What if I can't complete a course due to circumstances beyond my control?")

- (c) Have your department head complete the section "Reimbursement Approved."
- (d) Within 90 days of course completion, submit the original application, Taxability Declaration form, your receipts, and documentation to:  
City of Fernandina Beach, Human Resources Department  
204 Ash Street, Fernandina Beach, FL 32034

Keep a file copy for yourself and offer one to your department head.

## **ARTICLE 20, SENIORITY**

- 20.1 Definition: For the purpose of this Agreement "seniority" shall be defined as continuous service in the job classification and shall include any time spent in a higher rank when the employee returns, for any reason, to a previous and subordinate rank; provided, however, that an employee shall be considered to have a break in service when the employee separates and is not on the city payroll for at least thirty-one (31) calendar days following the separation.
- 20.2 Seniority Application: Except under extraordinary circumstances, vacations, shifts, shift transfers and regular days off shall be scheduled with due regard for seniority. The City and the CFPBA understand that there may be times when the needs of the Department will not permit such scheduling.
- 20.3 Vacation, Compensatory Time and Holiday Time: Where practicable, leave of sixty (60) continuous hours or more, or for holidays requested, shall be requested at least seven (7) days in advance of such leave in order that the provisions of this Article may be fully implemented; however, in implementing this provision nothing shall preclude the agency from making reasonable accommodation for extraordinary leave requests or ensuring the fair distribution of leave during favored holidays. During peak season from May 1 through Labor Day, patrol officers cannot exceed sixty (60) continuous hours of vacation, unless otherwise approved by the Chief of Police or his designee. Vacation time and compensatory time for employees in detective assignments will be approved at the discretion of the Investigative Bureau Captain subject to the ultimate approval of the Chief of Police or his designee.
- 20.4 Assignment Requests: A Patrol Division shift-pick will take place each year prior to the end of August and will be conducted based on department seniority. Patrol supervisors will select their shift and days off prior to patrol officers making their selection. Assignments agreed upon via the shift picks will be posted during the first week of September and put into effect at the start of the first pay period in October. Employees may request assignment to vacant shift positions at any time during the year and seniority shall be given weight when making personnel decisions.
- 20.5 Days Off: Provided operational needs have been met, seniority in rank will be considered in the granting of days off.

- 20.6 Layoffs: Employees shall be laid off, or "bumped downward" in accordance with seniority, on the job qualifications and all performance ratings on file as provided in the City retention list procedure, Department-wide. It is understood by the parties that probationary employees shall be laid off first.
- 20.7 Recall for Laid-Off Employees: Employees who are laid off shall be placed on a recall list for the period required by law. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employees who are eligible for recall shall be given ten (10) calendar days' notice of recall and notice of recall shall be sent to the employee by certified mail, return receipt requested, with a copy to the Union, provided that the employee must notify the Chief of Police or his designee of his intention to return to work within three (3) days after receiving notice of recall. The City shall be deemed to have fulfilled its obligation by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and the responsibility of the employee to provide the Chief of Police or his designee with the latest mailing address. If an employee failed to respond in seven (7) days to a recall notice/his name shall be removed from the recall list.
- 20.8 Recall: Probationary employees in entry level positions are not entitled to provisions of this Article.
- 20.9 Acting Sergeant Position: When a sergeant is not available, any police officer on the shift, at the discretion of the Sergeant and upon approval of the Chief of Police or his designee, will assume the responsibility of the Sergeant, and will be paid in accordance with Article 17.

## **ARTICLE 21, BULLETIN BOARDS**

The City shall provide the CFPBA with a suitable bulletin board and the CFPBA agrees that it shall use it only for CFPBA business. Such notices shall not be of a controversial or political nature.

## **ARTICLE 22, UNIFORMS AND EQUIPMENT**

- 22.1 The City agrees to provide new employees with uniforms, weapons, ammunition, leather goods, uniform shoes and other equipment as required. Each new officer will initially be supplied with five (5) complete uniforms. Each year thereafter, each officer will be supplied with three (3) approved uniforms of the officer's choice.
- 22.2 The City will provide each detective with an annual clothing allowance of five hundred dollars (\$500) with which to purchase appropriate plain clothes to wear for court appearances. The City will replace each detective's blue uniform when deemed necessary by the Investigative Bureau Commander, but not more often than one (1) uniform annually. Each detective will receive an initial issue of four (4) polo shirts and four (4) duty uniform pants for daily wear. Each year thereafter a detective will receive a replacement

of three (3) polo shirts and three (3) duty uniform pants for daily wear. The City will replace each detective's related equipment when deemed necessary by the Investigative Bureau Supervisor.

- 22.3 The City further agrees to pay for the cleaning of uniforms provided by the City at the rate of \$4.30 per uniform for one hundred seventy (170) complete uniforms annually.
- 22.4 Any uniform or related equipment other than leather gear, which is damaged or destroyed while an officer is acting in the performance of his official duties, shall be replaced by the City at no cost to the officer provided the same is not the result of his own negligence. Such claims for loss must be supported with reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Chief. Related equipment shall also include watches provided that the damage is not the fault of the officer. The City will have the watch repaired or replaced, but in no event will the cost to the City exceed One Hundred Dollars (\$100.00).
- 22.5 The City will replace leather gear damaged while an employee, other than a detective, is acting in the performance of his official duties, and not the result of his own negligence. Except in extraordinary circumstances, to be determined by the Chief, an employee's leather gear will not be replaced more than once every three (3) years.
- 22.6 Any non-uniform clothing damaged or destroyed during duty hours while an employee is acting in the performance of his official duties shall be repaired or replaced, whichever is the lesser cost of the two (2), by the City. Such claims for loss must be supported with reasonable proof of loss and shall be subject to provisions pertaining to the processing of such claims as set forth by the Chief of Police.
- 22.7 Employees who are covered by this Agreement while engaged in the performance of their duties who shall have damaged or broken their prescription glasses, contacts, false teeth or partial plates as a result of such activity, shall have the same repaired or replaced, whichever is the lesser cost of the two, by the City. However, such damage shall not be the result of normal wear and tear, negligence or misuse on the part of the employee or his failure to use proper eye protection equipment, where provided by the City. Payment for repaired or replaced prescription eyeglasses/contacts or false teeth or partial plates shall occur only when promptly reported to the City. The City shall duly certify the event that created the damaged or broken prescription eyeglasses/contacts or false teeth or partial plates and such shall accompany any request for payment under the above Section.
- 22.8 The above provisions for payment will be waived if the payments to repair or replace the above-referenced damaged items would be covered under Workers' Compensation.

## **ARTICLE 23, SEVERABILITY**

Any portion of this Agreement which may be judicially determined to be in conflict with any law shall be deemed null and void and subject to renegotiation, but the remainder of the Agreement shall remain in full force and effect.

## **ARTICLE 24, RESIDENCY**

All persons hired or transferred into positions within the Police Department shall reside within forty (40) miles from the City limits as a condition of employment. Any person so hired or transferred and who resides beyond said area shall be allowed a period of ninety (90) days from the expiration of the initial probationary period to relocate their place of residence to within said area. Failure to relocate within such time period shall be cause for termination of employment. Such termination shall be implemented except in any case whereby an extension of a ninety (90) day period is granted by action of the Police Chief.

## **ARTICLE 25, ASSIGNED VEHICLES**

- 25.1 The City will continue the assigned vehicle program. All employees covered by this Agreement will be covered by the assigned vehicle program. Each employee assigned a vehicle shall be responsible for securing routine service and maintenance on his off-duty time, along with the responsibility to maintain said vehicle in a clean and presentable appearance at all times.
- 25.2 Use of assigned vehicles during off-duty time by employees currently residing off the island shall be limited to between place of residence and the City limits of Fernandina Beach. Such use is limited to employees residing no more than thirty (30) road miles from Amelia Island. Personal use of assigned vehicles shall be governed by departmental policy, except that employees may use assigned vehicles to attend training required by the City. An employee attending courses in pursuit of an associate's degree or higher, may use his or her assigned vehicle to attend such courses in Nassau County only, unless authorized by the Chief of Police.

## **ARTICLE 26, EMERGENCY PROVISIONS**

Any benefits in this Agreement pertaining to work hours, shifts, or personnel assignments may be suspended temporarily by the City where an emergency exists. The City shall have the sole power to determine where an emergency exists and whether benefits will be suspended. Actual time worked under a declared emergency will be handled in accordance with the provisions of the Fair Labor Standards Act. Examples of pending events which may be declared as emergency would be hurricanes, other natural disasters, riots, civil disorders, etc.

## **ARTICLE 27 (RESERVED FOR FUTURE USE)**

## **ARTICLE 28, PROMOTIONS**

28.1 Effective October 1, 2020, the City agrees to create the position of police corporal which will serve to assist a sergeant in Patrol or Investigations. The pay of a police officer promoted to a police corporal will receive an hourly base pay increase of 5%. The pay for a police corporal promoted to a police sergeant will receive an hourly base pay increase of 7.5%.

28.2 Police officers will be eligible to promote to police corporal and only police corporals will be eligible to promote to police sergeant. All other promotional criteria will be laid out in the policies of the Fernandina Beach Police Department and will be implemented subject to ratification by the CFPBA. Promotional criteria can change from time to time as long as it is ratified by the CFPBA.

Note: If a sergeant position comes open prior to October 2020, then police officers will be eligible to promote to a police sergeant position.

28.3 A newly promoted employee's probationary period shall be for a period of ninety (90) work days from the effective date of the promotion. This period is equivalent to approximately six (6) months. For the purpose of this article, leave days of any type will not be considered a work day.

## **ARTICLE 29, OFF-DUTY EMPLOYMENT**

All off-duty employment requests must be submitted for approval by the Chief of Police or his designee on an annual basis. In an off-duty law enforcement employment situation when a Police Officer is employed by a private agency, Workers' Compensation will only take effect when the Police Officer is working in the course and scope of police-related work. The parties agree that no request shall be unreasonably denied.

Any other claims arising out of any other situations in those off-duty employment situations will be covered by the private employing agency under the private agency's Workers' Compensation Plan.

## **ARTICLE 30, LABOR MANAGEMENT COMMITTEE**

30.1 There shall be a Labor Management Committee established to consist of the Police Chief, and 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 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.

30.2 The Chief agrees that if the Union representative, while on duty, desires to appear before a scheduled Commission meeting, at which discussions concerning terms or conditions of

employment or contract negotiations which affect Bargaining Unit members are to be held, then he may be allowed to attend without loss of pay, after first receiving permission from the Chief or his designated representative. In no case will premium pay be granted for attendance as described above. Any time required for such attendance shall be deducted from the time pool.

### **ARTICLE 31, DURATION, MODIFICATION AND RENEGOTIATION**

The Articles of this Agreement shall be in full force and effect as of the 1<sup>st</sup> day of October, 2019 and shall remain in full force and effect until the last day of September, 2022, and thereafter from year to year unless notice is given in writing by either party to the other at least ninety (90) days prior to the expiration date or any anniversary thereafter of intent to modify or change this Agreement.

SIGNATURE PAGE

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CHIEF OF POLICE

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CITY MANAGER

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

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CITY CLERK

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CITY ATTORNEY

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATED, INCORPORATED

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AUTHORIZED REPRESENTATIVE

ATTEST:

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Appendix "A"

**GRIEVANCE FORM**

Employee Name: \_\_\_\_\_ Date: \_\_\_\_\_

Supervisor: \_\_\_\_\_

Article/Section of Agreement at issue: \_\_\_\_\_

Date that grievance arose: \_\_\_\_\_

Nature of the grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Relief sought: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Union representative

Name of City representative receiving grievance \_\_\_\_\_

Date of receipt of grievance by City representative \_\_\_\_\_