

ROBERTA M. CORREA
MAYOR - COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



TROY BELL, ICMA-CM
MPA, MS-Finance
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI L. KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA
MS-Taxation
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT

AGENDA
SPECIAL CALLED CITY COMMISSION MEETING
August 27, 2024 at 6:00 PM

1. CALL TO ORDER (90 MINUTES ALLOTTED)

- a. Special Called Meeting Notice
- b. Invocation
- c. Pledge of Allegiance
- d. Roll Call

2. PUBLIC COMMENTS

- a. **Public Comments** - (Speakers limited to three minutes - no action taken on items)

3. REGULAR BUSINESS

- a. NEGOTIATIONS with the Police Benevolent Association

4. ADJOURN

ROBERTA M. CORREA
MAYOR-COMMISSIONER

TAMMIE McCASKILL
COMMISSIONER

JUSTIN R. CAMPBELL, SR.
COMMISSIONER

WILL JONES
COMMISSIONER

RUFUS J. BOROM
COMMISSIONER



Regular meetings 2nd and 4th Thursdays of each month at 6:00 PM

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MPA, MS-FINANCE
CITY MANAGER

JANE WEST, ESQ.
CITY ATTORNEY

SUNNI KRANTZ, CMC
CITY CLERK

MARCIA G. CARTY, CPA, CGFO,
MS-TAXATION
FINANCE DIRECTOR

JASON L. SHAW, SR
CHIEF, POLICE DEPT.

CHRIS TAYLOR
CHIEF, FIRE DEPT.

August 8, 2024

TO COMMISSION MEMBERS: TAMMIE MCCASKILL; JUSTIN R. CAMPBELL, SR.; WILL JONES; AND RUFUS J. BOROM

YOU ARE HEREBY NOTIFIED:

A special called public meeting of the Palatka City Commission is hereby called to be held on August 27, 2024 at 6:00 PM (or immediately following the General Employees Pension Board meeting, whichever occurs later). The purpose of the meeting is for negotiations with the Police Benevolent Association.

Immediately following the public meeting referenced above, a closed/private executive session of the Palatka City Commission will be held at City Hall Annex, 205 N. 2nd St. Palatka, FL 32177. The purpose of the session is Discussion/Direction Collective Bargaining Negotiations with the Police Benevolent Association.

Please govern yourselves accordingly.



Roberta M. Correa
Mayor

ANY PERSON WISHING TO APPEAL ANY DECISION MADE BY THE PALATKA CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED AT SUCH MEETING WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. FS 286.0105

PERSONS WITH DISABILITIES REQUIRING ACCOMMODATIONS IN ORDER TO PARTICIPATE IN THIS MEETING SHOULD CONTACT THE CITY CLERK'S OFFICE AT 329-0100 AT LEAST 24 HOURS IN ADVANCE TO REQUEST ACCOMMODATIONS.

201 N. 2nd STREET • PALATKA, FLORIDA • 32177

PHONE: 386-329-0100

www.palatka-fl.gov

FAX: 386-329-0106

NEGOTIATIONS with the Police Benevolent Association

STAFF REPORT

DATE: August 27, 2024
TO: City of Palatka City Commission
FROM: City Staff

APPLICATION REQUEST

Negotiations with Police Benevolent Association.

BACKGROUND

The City Manager and predecessors have been negotiating with the Police Benevolent Association for the past year. Attached please find a draft of the contract.

PROJECT ANALYSIS

The City Commission has various questions that would more appropriately be directed to the attorney for the Police Benevolent Association. Counsel for PBA has agreed to be in attendance to address questions of the City Commission and finalize negotiations.

Staff Recommendation

Finalize negotiations with the PBA.

An execture session has been called to follow this meeting if necessary.

ATTACHMENTS

1.	PBA Agreement JS edits 2024.08.15
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AGREEMENT BETWEEN
CITY OF PALATKA
and the
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

October 1, 2024 through September 30, 2025

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ARTICLE 1

BARGAINING UNIT - DEFINITIONS

Section 1. Bargaining Unit.

The City of Palatka (hereinafter “Employer” or “City”) recognizes the Coastal Florida Police Benevolent Association (hereinafter “the Association”) as the exclusive bargaining representative for the members of the Palatka Police Department listed in PERC certification #2049.

Section 2. Definitions.

Abolishment - Abolishment of the department contemplates replacing and severely limiting traditional policing with other systems of public safety, education and community peacekeeping.

Chief of Police - shall mean the Chief or the appointed Acting Chief.

Consolidation - Consolidation occurs when there is a joint venture between two contiguous law enforcement agencies, in this case, consolidation with the Putnam County Sheriff's Office.

Employee - Except as herein otherwise defined wherever the term “employee” is used in this Agreement, it shall mean all employees within the bargaining unit as heretofore described. After successful completion of field training, probationary employees will have access to the Grievance and Arbitration Procedure to the extent permitted by Article 16, Section 5.

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

ARTICLE 2

THE ASSOCIATION DUES DEDUCTION

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

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

The Employer will incur additional costs associated with administering the dues collections in a proper and efficient manner, and in a manner that complies with public record-keeping. The Association shall pay the City ten dollars per month for each employee that is a member of the Association on the first of the month.

The Association will indemnify, defend and hold the Public Employer harmless against any

claim and against any suit instituted against the Public Employer on account of any deduction of The Association dues.

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

ARTICLE 3

MANAGEMENT RIGHTS

Section 1

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

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

Section 2

The City has the sole authority to determine the purpose and mission of the City and the

amount of the budget to be adopted by the City Commission.

Section 3

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

Section 4

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

Section 5

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

ARTICLE 4 **EMPLOYEE RIGHTS**

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

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

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

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

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

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

ARTICLE 5

DISCIPLINARY ACTION

Section 1

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

Section 2

Any Police Officer required to submit to interrogation by a superior officer, which could result in disciplinary action, shall be allowed the company of an Association official or an attorney as provided by law. This Article does not apply to probationary employees.

Section 3

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

Section 4

During any investigation covered by the Police Officer's Bill of Rights, the employee will be asked if he wants an attorney and/or representative present. Under this Section, the employee will be entitled to have any one (1) of the following present:

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

The investigation will start when the desired attorney/representatives are present provided that if a specific attorney or representative is requested, the request for the specific individual will be granted only if the individual requested is available within a reasonable time. What is a "reasonable time" will depend upon the subject matter being investigated.

Section 5

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

Section 6

Employees are entitled to inspect and copy their personnel files and any internal investigation files not confidential by law. Upon request of the employee, the employer agrees to furnish these records and documents to the employee. The employer will supply these documents within 48 hours of the request.

Section 7

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

Section 8

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

Section 9

The City agrees to purge all files that relate to internal affairs investigations and after all relevant state and federal statutes of limitations have expired, and then shall be purged in accordance with the dates set out by the GS2 records retention schedule published by the state of Florida, to the extent permitted by the Public Records Act.

Section 10

A written reprimand shall be marked "no longer effective" and shall be purged from the personnel file after 24 months if the officer has not committed another offense. After 24 months, the reprimand will remain a public record in a file other than personnel. Suspensions are not affected by this Section and may be used in any subsequent discipline. Written reprimands may only be grieved up through step 3 of the grievance procedure.

Section 11

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

ARTICLE 6
ASSOCIATION BUSINESS LEAVE

Section 1. Negotiating Committee.

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

Section 2. The Association Stewards.

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

Section 3. Conventions.

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

ARTICLE 7
STABILITY OF AGREEMENT

Section 1

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

Section 2

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

Section 3

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

ARTICLE 8

HOURS OF DUTY AND WORK SCHEDULE

Section 1

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

Section 2

The normal work week will be a scheduled 80 hour bi-weekly work period, inclusive of meal breaks, with the shift personnel being assigned by management. However, the Chief of Police may establish such additional shifts as deemed necessary to provide adequate police protection.

Section 3

The Employer will notify employees in advance of a permanent change in squad assignments. This will not prevent the Employer from making temporary changes due to manpower shortages, FTO training, coverage requirements, emergencies, etc. The Employer makes the decision regarding shift changes for whatever is in the best interest of the City. Shift changes are usually determined during the start of a new pay period, with up to 48 hours advance notice unless there in an emergency that result in manpower shortages.

Section 4

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

Section 5

In the event the City determines that it will be necessary to reduce the number of hours from full-time to part-time worked by City employees in all City departments, the Union will be given notice of that decision and a period of thirty (30) days to negotiate the impact of that decision on bargaining unit employees prior to implementation with a minimum of two (2) meetings held during that thirty (30) day period. This section is not applicable to a reduction in hours of part-time employees. In this regard, the City will first make every effort to maintain hours of work in essential positions before considering hours reductions in all City Departments.

ARTICLE 9 **OVERTIME**

Section 1

The City elects to operate under a fourteen (14) calendar day work period. The normal pay period will be two consecutive pay weeks. The normal work period for administrative personnel will be eighty (80) scheduled hours during a pay period, exclusive of meal breaks. The normal work period for patrol will be (84) hours during a pay period, exclusive of meal breaks.

Section 2

All work performed in excess of eighty (80/84) hours in any one pay period shall be paid for at the rate of one and one-half (1 ½) times the employee's regular rate of pay. It is the intent of the City that each employee takes a 30-minute meal break each day.

Section 4

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

Section 5

In the event any off-duty bargaining unit member is required to "stand-by" awaiting a call of duty in excess of two (2) hours a day, they shall be paid an overtime rate of pay if the two (2) additional hours push the bargaining unit member into overtime. Police officers who are required to keep the Department notified of their whereabouts but are not required to remain at a specified location, shall not be compensated for such time.

Section 6

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

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

If an employee is required to attend mandatory training, which is not for certification

purposes and they have not worked the required 80/84-hours in the pay period as provided in Sections 1 and 2 because they used scheduled vacation time, the employee shall be compensated at a rate of one and one-half (1½) times the employee's regular hourly pay, if their leave was scheduled and approved more than 30 days prior to the training being scheduled.

Section 7

Time paid for, but not worked, such as sick leave, leave without pay and military leave shall not be counted in determining overtime with the following exception: Vacation time and sick leave (for scheduled medical appointments) that are scheduled at least 30 days in advance shall be counted as hours worked when calculating overtime for a work period.

If an officer is required or volunteers to work hours into a second consecutive shift for the purposes of meeting minimum manning levels as set forth from time to time by the Employer, the officer will be paid at the rate of one and one-half (1½) times the officer's regular rate of pay regardless of whether the employee has worked 80/84 hours in the pay period.

Section 8

Whenever a bargaining unit employee is given comp time in lieu of being paid overtime for hours worked, the employee will be given one and a half hours of comp time for each hour worked in a manner not to exceed what is currently provided for to all City of Palatka employees and statutory limitations.

ARTICLE 10 **WORKING OUT OF CLASSIFICATION**

Section 1

Any sworn police officer covered by this Agreement who is required to accept the responsibilities of a Sergeant for six (6) consecutive hours or longer, shall be paid a 5% differential while serving as a Sergeant. The employer shall not split a 12 hour shift up between more than one acting sergeant for the purpose of avoiding acting pay. Any sergeant who is required to accept the responsibilities of a lieutenant for six (6) consecutive hours or longer, shall be paid a 5% differential while serving as a lieutenant. The employer shall not split a 12 hour shift up between more than one acting lieutenant for the purpose of avoiding acting pay.

Section 2

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

ARTICLE 11 **EXCHANGE OF TIME**

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

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

ARTICLE 12

WAGES

Section 1

The City’s “Steps in Grade Pay Plan” Policy is incorporated herein in full, together with any subsequent modifications therein.

Section 2

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

Section 3

In addition to their other pay, bargaining unit members, assigned as Field Training Officers (FTO), will receive pay equal to two (2) hours of pay at their overtime rate for each shift, or part of a shift, that they work with a trainee. The bargaining unit member will have the option,

if the city agrees, to receive comp time instead of the payment under this section. Officers shall be assigned FTO responsibilities at the discretion of the Chief.

Section 4

In addition to their other pay, bargaining unit members, working as a certified Instructor will receive pay equal to two (2) hours of pay at their overtime rate for each shift, or part of a shift, that they work as certified Instructor. Bargaining unit members shall be assigned Instructor responsibilities at the discretion of the Chief.

Section 5

Bargaining unit members assigned to specialty assignments including: Motor/traffic unit, Drug unit, and K9 handler shall receive incentive pay of fifty (\$50) per pay period. K-9 handlers will additionally receive one hundred dollars per week \$100 to cover the cost of caring for the dog during off-duty hours.

Section 6

Officers who remain in the Investigation Unit for 12-months or more will retain the five percent (5%) pay increase upon leaving the unit but will not be eligible for the increase at a later date if reassigned to the unit. Assignment of detectives to shifts will be made by the Police Chief to ensure adequate manpower coverage. However, no officer shall be removed from the unit during the initial 12-month period solely to avoid maintaining the higher pay incentive.

Section 7

Any cost-of-living adjustments provided to other city employees will also be paid to bargaining unit members.

ARTICLE 13 **WORKING OFF DUTY/OUTSIDE EMPLOYMENT**

Section 1

Any City of Palatka employee who has a secondary job with another employer and/or is self-employed doing odd-jobs for pay, must understand that their City job will be their first responsibility and shall not be neglected at the expense of any secondary or off-job activity. Public safety employees will need written permission from their department head.

Section 2

It should be further understood that no facilities or property of the City are to be utilized by an employee while engaged in secondary employment, unless specifically approved by the City Manager.

Section 3

Employees will not solicit outside business during their normal City working hours.

Section 4

Employees engaged in secondary employment must comply with all licensing requirements to do such work.

Section 5

The City cannot continue to employ a person when secondary employment in the judgment of their supervisor is interfering with their ability to perform their work in a normal manner, nor can the City continue to employ a person whose secondary employment reflects unfavorably on the City, at the sole judgment of the City Manager.

Section 6

Any employee who has a secondary job with another employer shall disclose the name, address and telephone number of the secondary employer. Any employee who has a secondary job and is self-employed shall disclose the name, address and telephone number under which they are self-employed.

ARTICLE 14 **GRIEVANCE AND ARBITRATION PROCEDURES**

Section 1. Matters Covered.

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

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

Section 2. Steps in Grievance Procedure.

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

Step 1: The employee or the union may submit the grievance or dispute to the employee's Captain within ten (10) business days. In grievances involving disciplinary actions, the grievance must be submitted to the employee's Captain within ten (10) business days of the disciplinary action being taken. In grievances not involving disciplinary actions, the grievance must be submitted to the employee's Captain within ten (10) business days from the date the employee

could reasonably be expected to have knowledge of the facts constituting the grievance. The Captain shall respond to the union official (employee) who filed the grievance within ten (10) business days. Failure to file a grievance within the time required shall render the grievance null and void.

Step 2: If the grievance has not been satisfactorily resolved, the employee or the Union may present said grievance, which must be in written form, to the Chief or his designee within ten (10) business days after the response under Step 1 is received or due. The grievance must cite the appropriate Agreement Article which is allegedly being violated. The Chief of Police or his designee shall respond in writing to the Union official (employee) who filed the grievance within ten (10) business days.

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

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

Section 3

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

Section 4

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

Section 5

Grievances involving discipline may proceed immediately to Step 2. Grievances of written or verbal reprimands may not proceed beyond step 3 of the grievance procedure.

Section 6

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

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

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

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

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

Section 7

Probationary employees are not entitled to grieve or arbitrate any issues relating to discipline or discharge. Promotional probationary employees may not grieve being returned to their prior rank during their promotional probationary period. Promotional probation may exceed 6 months.

Section 8

1. Any employee who has been served a disciplinary suspension may:
 - (a) Sign a waiver stating that they are not going to pursue any of their grievance rights.

The employee will then serve their suspension as assigned OR

- (b) Grieve or decline to sign the waiver noted above in which case the suspension will not be served until such time that the time frames to grieve have expired through arbitration.
2. A disciplinary suspension maybe with loss of pay, reduction in pay or loss of vacation time depending on the staffing needs of the Department and at the discretion of the Chief.

Section 9

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

ARTICLE 15 **SENIORITY**

Section 1

Regarding promotions, transfers, increases or decreases in the working force, seniority of an employee shall be determined by this Agreement.

Section 2

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

Section 3

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

Section 4

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

Section 5

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

Section 6

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

also change shift assignments for legitimate agency needs.

Section 7

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

Section 8

Seniority will not be observed when the conditions described in the “Working Out of Classification” exist.

ARTICLE 16 **UNIFORM ALLOWANCE AND EQUIPMENT**

The current city policy and practice concerning uniforms equipment and the replacement of damaged personal property or city property shall remain in place.

ARTICLE 17 **SICK LEAVE**

Section 1.

The City’s current sick leave policy and practice shall remain in effect, except that after ten years of service with the city, any employee who retires or resigns, with a two-week notice, shall be paid out for one quarter (1/4) of their accumulated sick leave. Terminated employees shall not be entitled to any sick leave pay out.

ARTICLE 18 **VACATION LEAVE**

Section 1. Vacation Leave

The City’s current Vacation Leave policy shall remain in effect.

ARTICLE 19 **HOLIDAY LEAVE**

Section 1

The City's current Holiday Leave policy shall remain in effect.
The City observed holidays are:

New Year's Day
Martin Luther King's Birthday (3rd Monday in January)
Good Friday
Memorial Day
Juneteenth
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
Personal Holiday
Safety Bonus/Holiday

ARTICLE 20

EDUCATIONAL REIMBURSEMENT/RETRAINING

Section 1

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

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

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

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

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

(e) Reimbursement will be limited to the actual cost of tuition and fifty percent (50%) of the cost of required books (employee keeps the books) upon the submission of receipts for the tuition and books after meeting the grade requirements set forth above. Reimbursement for tuition for community college courses shall be limited to the tuition charged by St. Johns River State College and Flagler College so long as Flagler College maintains the Florida Resident

Access Grant (FRAG) program, of which employees shall avail themselves of the grant for purposes of reimbursement. If the employee chooses to go to an accredited institution other than a community college or a state university, the City's tuition reimbursement responsibility will be limited to the tuition charged by St. Johns River State College. Participation in the tuition reimbursement program is totally voluntary on the part of the employee. The City's sole responsibility under this Article is the payment of tuition and book expense as provided herein. Any employee receiving a scholarship or grant for education is not eligible for this Program, unless the amount received is less than the cost of tuition, which will be reviewed on a case-by-case basis. Such scholarships and grants include (but are not limited to) G. I. benefits, Social Security benefits and tuition waivers. Persons receiving bona fide educational loans are eligible for reimbursement.

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

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

Section 2

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

Section 3

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

ARTICLE 21 **VEHICLES AND CELL PHONES**

Section 1

All bargaining unit members that have completed their FTO training will, whenever possible, be assigned a city vehicle as a take home car. Employees may drive their city vehicle to and from work and they may make distinct deviations for nonessential personal errands. The city shall provide insurance to insure both the city and the employee as provided for by Florida Statute 627.7491.

Section 2

In order to use a vehicle as a take home car the employee must live within 30 “air” miles of the Palatka city limit.

Section 3

If a bargaining unit member makes a request, the city shall have the windows tinted of the bargaining unit member’s take home vehicle in order to protect CJISN – Criminal Justice Information Sharing Network information.

Section 4

All bargaining unit members shall receive an agency issued phone for the service of telephonic communication. Supervisory positions are entitled to the issuance of smart phones. The cell phone and the contents of the phone remain the property of the City.

ARTICLE 22 **SAFETY AND HEALTH**

Section 1

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

Section 2

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

Section 3

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

Section 4

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

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

Section 5

The current city policy concerning a drug free workplace shall remain in effect.

ARTICLE 23 **MEDICAL COVERAGE**

Section 1 The City shall continue to provide medical coverage to all bargaining unit members under the same terms and conditions as they currently provide, except as altered by this agreement.

ARTICLE 24 **BULLETIN BOARD AND ASSOCIATION BUSINESS**

Section 1

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

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

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

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

Materials posted on The Association bulletin board must be dated and may be removed after thirty (30) days unless otherwise agreed upon.

Section 2

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

ARTICLE 25 **COUNSELING**

Section 1

Whenever any Palatka police officer is directly involved in a shooting incident (i.e., the officer is doing the shooting or being shot at), the officer will be placed on "paid administrative

leave” by the Chief of Police. The length of the leave shall be at the discretion of the Chief.

Section 2

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

Section 3

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

ARTICLE 26 **VACANCIES - PROMOTIONS**

Section 1

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

All vacancies shall be filled in accordance with City Personnel Regulations. Preference shall be given to “acting” positions.

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

ARTICLE 27 **ABOLISHMENT, CONSOLIDATION OR REDUCTION IN WORK FORCE**

In the event of a City reduction in work force of 50% or more, consolidation or abolishment of the department, the City and The Association will meet as soon as possible to discuss severance pay, which shall not exceed four (4) weeks. Consolidation occurs when there is a joint venture between two contiguous law enforcement agencies, in this case, consolidation with the Putnam County Sheriff's Office. Abolishment of the department contemplates replacing and severely limiting traditional policing with other systems of public safety, education and community peacekeeping.

ARTICLE 28 **SEVERABILITY CLAUSE**

Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence,

the parties agree to meet within twenty (20) days and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

ARTICLE 29
DURATION

Section 1

This Agreement will be in full force and effect from the date ratified by both parties until September 30, 2025.