

### **GRIEVANCE SETTLEMENT AGREEMENT**

This Grievance Settlement Agreement ("Agreement") is entered into on this \_\_\_\_\_ day of April, 2025, by and between the City of Venice, Florida ("City"), Jessica Chappa (the "Employee") and the Florida State Lodge Fraternal Order of Police, Inc. ("Union"). Collectively, the City, the Employee and the Union are referred to herein as the "Parties."

**WHEREAS**, the Union represents a bargaining unit of City sergeants and lieutenants and is subject to a Collective Bargaining Agreement ("CBA") with the City which covered the period October 1, 2020 to September 30, 2022, and a successor agreement covering October 1, 2022 to September 30, 2025;

**WHEREAS**, the Employee filed a grievance on October 20, 2021 ("the Grievance"), contesting the method of calculating her average final compensation for determining her pension benefit, which concerned how compensatory time was being considered;

**WHEREAS**, the Union advanced the Grievance to arbitration;

**WHEREAS**, the Parties have agreed to enter into this Agreement voluntarily and understand and accept its terms and conditions that they believe are fair and appropriate, and which are hereinafter set forth.

**WHEREAS**, by entering into this agreement the City is not admitting any violation of the collective bargaining agreement or law.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, the Parties, intending to be legally bound, do hereby stipulate and agree as follows:

#### **SPECIFIC TERMS**

1. All the above statements are true and correct to the best of the Parties' belief and knowledge.
2. The City shall pay the Employee \$14,500 as a lump sum to the Employee to settle any and all claims related to this matter.
3. The FOP will withdraw its demand for arbitration and the Employee withdraws her grievance.
4. It is understood and agreed by all Parties hereto that the Agreement is executed based upon the circumstances of this case and does not establish precedent for the resolution of other cases.

### **GENERAL TERMS**

5. This Agreement embodies the complete terms and conditions of the settlement of the Grievance. This Agreement may not be modified or superseded except in writing and with written consent of the Parties.

6. The Employee specifically acknowledges and declares that no other contract, promise, or inducement has been made, that she has entered into this Agreement voluntarily and of her own free will, and that she fully understands the terms of this Agreement, including the waiver provisions contained herein.

7. The Parties agree that this Agreement and its terms are confidential and shall not be disclosed. However, the Parties understand and agree that, under the Public Records Law, the City is required to, and shall upon request by any third party, disclose the terms of the Agreement, and the City shall comply with all federal, state, and local laws requiring disclosure of public records.

8. It is understood and agreed that, should any provision of the Agreement or any part thereof be rendered or declared invalid by any decree of a court of competent jurisdiction, all other provisions of the Agreement shall remain in full force and effect.

9. In the event it becomes necessary for either party to enforce any of the provisions of this Agreement in any legal or equitable proceeding, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in such enforcement action. Venue for any litigation regarding this Agreement will be Sarasota County, Florida.

10. The Parties acknowledge that they have had the opportunity to negotiate, and have, in fact, negotiated regarding the terms of the Agreement. The Employee further acknowledges that she has carefully read the Agreement consisting of three (3) pages and agrees that the City has not made any representations other than those contained herein. The Employee acknowledges that she enters into this Agreement voluntarily, without pressure or coercion, and with full knowledge of its significance, including the waiver provisions contained herein and that this Agreement constitutes a full and absolute settlement and bar as to any and all claims she had, has, or may have against the City arising from or in relation to the events leading to the Grievance.

11. This Agreement is subject to approval by the City Council and if not approved shall be null and void.

*Signatures on next page.*

IN WITNESS WHEREOF, the Parties have made and executed this GRIEVANCE SETTLEMENT AGREEMENT on the respective dates under each signature:

**For: EMPLOYEE**

**For: CITY OF VENICE, FLORIDA**

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Jessica Chappa

**For: FLORIDA STATE LODGE,  
FRATERNAL ORDER OF POLICE,  
INC.**

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Paul A. Daragjati, Esq.  
General Counsel

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Name  
Title

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Mark Levitt, Esq.  
Counsel