

COLLECTIVE BARGAINING AGREEMENT

Between the

CITY OF LAKE WALES

And the

WEST CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION

OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2014

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PREAMBLE

This Agreement is entered into by and between the City of Lake Wales (hereinafter referred to as the "City" or the "Employer") and the West Central Florida Police Benevolent Association, Inc., (hereinafter referred to as the "PBA" or the "Union").

The general purpose of this Agreement is to provide wages, hours, terms and conditions of employment for the employees covered by this contract, and to provide an orderly peaceful and equitable procedure for the resolution of differences.

ARTICLE 1: RECOGNITION

1.1 The City hereby recognizes the West Central Florida Police Benevolent Association, Inc., as the exclusive representative for the purposes of collective bargaining with respect to terms and conditions of employment for all employees in the bargaining unit.

The bargaining unit for which this recognition is accorded is as defined in the certification issued by the Florida Public Employees Relations Commission on December 10, 1992 (Case No. RC-92-037) and includes all sworn law enforcement personnel employed by the City of Lake Wales in the classifications of patrolman I, patrolman II and sergeant. In the event the City decides to create the position of Police Corporal, the position will be added to Section 1.1 as an inclusion to the bargaining unit. The City shall set the initial wage rates but will, upon request, negotiate over suggested changes in same. Any dispute will be resolved pursuant to the impasse resolution procedure set forth in Florida Statutes Chapter 447. The bargaining unit specifically excludes all other employees of the City of Lake Wales.

ARTICLE 2: MANAGEMENT'S RIGHTS

2.1 Except as specifically abridged by any provision of this Agreement, the City, in order to accomplish its objectives, may exercise all previous rights, prominent among which, but by no means wholly inclusive are: retention and reservation of all its normal and inherent rights of its affairs in all respects, in accordance with its responsibilities, whether exercised or not, including, but not limited to its rights to determine and from time to time to re-determine the number, location and type of work forces, facilities, operations and methods, processes and equipment to be employed; the scope of services to be performed the method of service and the schedule of work time; to contract and subcontract existing and future work, to discontinue conduct of its mission or operations in whole or in part, to determine whether and to what extent the work required in its operations shall be performed by employees covered by any existing bargaining agreement; to transfer its work from or to either in whole or in part, any of its work forces or facilities and locations; to determine the number, types and grades of positions or employees assigned to an organization or unit, department or project, to establish and change work schedules, assignments and facility locations; to hire, transfer, promote or demote employees; to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to suspend, discharge or discipline employees for proper cause; to use supervisors or other City employees to perform work of the kind performed by employees of the unit, to implement technological systems; equipment and techniques and otherwise to take such measures as management may determine to be necessary for the orderly efficient and economical operation of the Police Department.

2.2 However, the exercise of such rights shall not preclude employees or their representatives from raising grievances should decisions on the above matters allegedly violate the terms and conditions of this Agreement.

2.3 It is understood by the parties hereto that every duty connected with operations and the job descriptions is not always specifically described, and employees may, from time to time, be required to perform duties not within their job descriptions if reasonably deemed necessary by the Chief to be in the best interests of the City.

2.4 If, in the sole discretion of the Mayor or in his absence, the City Official(s) so designated by law to act in his absence, it is determined that civil emergency conditions exist, including but no limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the Mayor during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

ARTICLE 3: NON-DISCRIMINATION

3.1 The City agrees to continue its policy of not discriminating against any employee for any reason prohibited by applicable state and federal law. Any claim of discrimination by an employee against the City, its officials or representatives, shall not be grieved or arbitrated under the provisions of this Agreement, but shall be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law; provided, however, should the City, Union and employee mutually agree, such claims shall be subject to final and binding arbitration under Article 6.

The PBA and City shall not interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the Association, and neither shall discriminate against any such employees because of membership or non-membership in any employee organization.

ARTICLE 4: NO STRIKE PROVISION

4.1 The Union may not participate in a strike during the term of this Agreement. For the purpose of this Agreement, a "strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligation of public employment or as per *Florida Statute section 447.505*; or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer, the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of work stoppage.

4.2 Each employee agrees that he will not, under any circumstances or for any reason, including sympathy for or support of other employees or Unions, engage in a strike during the term of this Agreement. It is agreed that any violation of this article will be grounds for discharge and such discharge will not be reviewable under the grievance procedure except on the question of whether such violation occurred.

4.3 The City shall have the right to discipline up to and including the discharge of any employee who participates in any strike during the term of this Agreement.

4.4 The officers of the West Central Florida Police Benevolent Association agree that they will affirmatively work with the City to prevent or resolve any job action of any type or violations of this Article. Such activities will include but will not be limited to public statements and meetings and written notices to all employees that such actions are in violation of this Agreement and the law.

ARTICLE 5: PROBATIONARY PERIOD

5.1 Probationary periods for all new officers shall be for a period of twelve (12) months actual working time. The Chief of Police may extend the probationary period not more than ninety (90) days.

5.2 A newly hired probationary employee who is discharged shall not have the right to file a grievance, or otherwise utilize the Grievance or Arbitration Procedure, over such action. Probationary employees who are terminated during this period shall have a right to have a Union Representative present during the termination meeting.

5.3 A probationary employee, other than a newly hired probationary employee, shall have the right to take advantage of the Grievance and Arbitration Procedure.

5.4 For the purposes of determining City Benefits, a probationary period shall be defined as the first six-(6) months of employment.

ARTICLE 6: GRIEVANCE PROCEDURE

6.1 A "grievance" is defined as a dispute involving the interpretation or application of the provisions of this Agreement, including disciplinary action, except as exclusions are noted in other articles of this Agreement.

6.2 If an employee has a grievance which may be processed under this grievance procedure and which may also be processed under the City grievance procedure, the employee shall elect at the outset which procedure he is going to use and such election shall be binding on the employee. An employee who elects to use one procedure shall not use the other procedure.

6.3 As used in this Article, the term "employee" shall mean also a group of employees having the same grievance. In such event, one representative shall be designated by the group to act as spokesperson and be responsible for processing the grievance.

6.4 A dispute involving the interpretation or application of a provision of this Agreement, which gives a right to the Association as an employee organization, may be presented by the Association as a Class Action grievance. Such grievance shall be initiated at Step 2 of this procedure, in accordance with the provisions set forth herein, ten (10) days of the occurrence, or knowledge, of the event giving rise to the grievance.

6.5 Nothing in this Article or otherwise in this Agreement shall be construed to permit the Association to process a grievance on behalf of any employee without his consent.

6.6 The term "days" as used in this Article shall mean week days excluding Saturday, Sunday, and any day observed as a holiday.

6.7 Any formal written grievance shall be filed on the appropriate forms as depicted in Appendix A or B. To be considered a timely grievance, the applicable grievance form must be completely filled out. The City shall forward a copy to the local Union office of any completed grievance filed by a bargaining unit member without Union involvement.

6.8 Grievances shall be presented and adjusted in the following manner:

STEP 1. The employee shall file a grievance within ten (10) days of its occurrence, with the Chief of Police. The Chief shall have a meeting with the employee, and his representative, if the employee so desires, within ten (10) days to discuss the grievance, The Chief shall communicate a decision in writing to the employee and to the representative, if any, within ten (10) days following receipt of the written grievance.

STEP 2. If the grievance is not resolved at Step 1, the employee may submit it in writing to the City Manager within ten (10) days after receipt of the decision at Step 1, or the last day for a response, whichever first occurs. The City Manager shall have a meeting within ten (10) days with the employee, accompanied by his representative, if the employee so desires, to discuss the grievance. The City Manager shall communicate a decision in writing to the employee and to the representative, if any, within ten (10) days following receipt of the written grievance.

6.9 Failure to initiate a grievance within time limits set forth herein shall be deemed a waiver of the grievance. Failure at any step shall be deemed a waiver of the grievance. Failure at any step of this procedure to submit a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision at that step.

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee or the Union, where appropriate to proceed to the next step.

The time limits specified in any step of this procedure may be extended by mutual agreement of the parties. The filing or pendency of any grievance under the provisions of this article shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of.

ARTICLE 7: ARBITRATION PROCEDURE

7.1 If any grievance is not satisfactorily disposed of by the Grievance Procedure, Article 6, within fifteen (15) business days after the City Manager's decision, or the last day for such a decision, whichever first occurs, the Union shall give to the City by registered or certified mail, or hand delivery, to the City Manager a written notice of its desire to submit the matter to arbitration; said written notice will include a statement of the facts upon which the case is submitted.

7.2 Within five (5) business days from receipt of such notice, a letter shall be directed by the Union to the Federal Mediation and conciliation Service requesting a list of five (5) or more arbitrators experienced in the field of the subject to be arbitrated. Within five (5) business days after receipt of the list of arbitrators, the parties shall meet to strike names. The Union and the City will alternately eliminate one at a time from said list of persons not acceptable until only one remains, and this person shall be the arbitrator. The City and the Union will alternate in the right to first strike names in successive arbitration.

7.3 A. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the subject matter of the dispute. The written decision of the arbitrator will be served upon the City and the Union. It will be the obligation of the arbitrator to the City and the Union to make his best effort to rule on the cases heard by him within five (5) calendar days of the expedited arbitration hearing, or if the expedited hearing is waived by the parties, within twenty-one (21) calendar days after the hearing.

B. Any party may be represented at the arbitration hearings by counsel or other representatives.

C. The hearing shall be conducted by the arbitrator in a manner that will most expeditiously permit full representation of the evidence and arguments of the parties. Normally the hearing shall be completed within one day.

D. The arbitrator may receive and consider evidence in the form of an affidavit, but shall give appropriate weight to any objections made. All documents to be considered by the arbitrator shall be filed at the hearing.

E. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and stenographic services. In the event that both parties agree to have stenographic services at the hearing, said parties shall share equally the cost of said service and transcripts.

7.4 Unless otherwise mutually agreed, the submission to the Arbitrator shall be based on the original written grievance submitted in the Grievance Procedure. The Arbitrator shall consider and decide only on the specific grievance issue(s) submitted to him in writing by the City and the Union, and shall have no authority to consider or rule upon any other matter which is stated in this Agreement.

7.5 The power and authority of the Arbitrator shall be strictly limited to determination and interpretation of the explicit terms of this Agreement as herein expressly set forth. He shall not have the authority to add or subtract from or modify any of said terms or to limit or impair any right that is reserved to the City, or Union, or employee, or to establish or change any wage or rate of pay that is contained in the Agreement.

7.6 No decision of any Arbitrator in one case shall create a basis for retroactive adjustment in any other case.

7.7 The Arbitrator may, under the powers granted by the terms of this Agreement, direct any remedy, subject to the provisions of this Agreement, permitted by law. The Arbitrator shall not, however, order the destruction of investigative records of the Lake Wales Police Department, except in accordance with State Law.

7.8 The party requesting arbitration may withdraw from the arbitration proceedings at any time, however, the withdrawing party shall assume full responsibility for any arbitrator costs related thereto.

7.9 The decision of the Arbitrator is final and binding on all parties and the grievance shall be considered permanently resolved.

7.10 The expense of the Arbitrator shall be borne by the losing party. Each party shall make arrangements for and pay the witnesses which are called by it.

7.11 All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from employment by the City less any unemployment compensation, Social Security compensation, and/or wages from other employment.

7.12 Any retroactive adjustment, settlement or award shall be limited in retroactivity to a maximum of one hundred and eighty (180) calendar days prior to the filing of the initial written grievance.

ARTICLE 8: WORK ASSIGNMENT EXCHANGE

8.1 Where two employees desire to exchange shifts, the affected employees who are agreeable to the shift substitution shall file with the Chief of Police or his designee a written request outlining the requested change and the reasons therefore not less than seven (7) days prior to the proposed exchange of shifts. Shift exchanges at the request of employees shall not be unreasonably denied and will be arranged at the sole discretion of the Chief of Police, whose decision shall be binding. Action under this Article shall not be subject to the Grievance or Arbitration procedure.

ARTICLE 9: EMPLOYEE DISCIPLINARY PROCEDURES

9.1 The procedure for discipline and discharge shall be in accordance with the City of Lake Wales, PAP, or as contained in this Agreement.

9.2 Complaints against employees will be written and accompanied by a signed notarized statement indicating the allegations are true to the best of the complaining party's knowledge. However, it is agreed that no notarized statement is required when the complaining party is a member of City government, is anonymous, is complaining from outside Polk County, is initiated from any governmental agency/officer or when, under law, the case must be forwarded to the Criminal Justice Standards and Training Commission.

Employees shall be allowed 48 hours to review the completed investigations and provide a written response to the investigation prior to any initial recommendation of disciplinary action.

9.3 No permanent employee shall be disciplined or discharged without proper cause.

9.4 The charge "conduct unbecoming an officer" must contain the specific details of the charged conduct.

9.5 Whenever an employee is under an investigation or subject to interrogation by the Police Department for any reason that could lead to disciplinary action, demotion or dismissal, such investigation or interrogation shall be conducted under the following conditions:

A. The employee shall, at his discretion, have legal counsel and/or a representative present during any such interrogation and may be granted reasonable periods of private consultation with that legal counsel and/or representative. Where such counsel or representative is not immediately available, the interrogation shall not be postponed for more than 48 hours or the close of the first business day whichever comes later. Legal counsel or representatives may not advise the employee on how to answer questions. Employees will be required to answer truthfully all questions asked of them.

B. The City Drug and Alcohol Policy found in PAP section 229 shall apply to bargaining unit employees; provided, further, a breathalyzer test may be administered to any employee who is suspected of being under the influence of an alcoholic beverage while on-duty status, on City property, while in uniform or while operating or riding in or on City equipment. A blood or urine test may be administered to any employee for any of the reasons and under the conditions set forth in PAP section 229. If a traffic related offense is committed in an on duty status, or involving the operation of a City owned vehicle, an employee may be ordered to submit to any test designed to determine intoxication or the presence of alcohol or controlled substance in the body. Furthermore, an employee may be subjected to a polygraph examination, designed to determine the truthfulness of his response, if any appropriate court determines this to-be lawful. Since employees have the right to decline to submit to a polygraph test, no reference will be made in any document/proceeding concerning the employee's declination. Polygraph information shall not be used for disciplinary purposes without corroborating evidence. Only questions relevant to the issue at hand will be asked. Reports of such tests and/or examinations will be made a part of the investigative files.

C. Prior to the final resolution of the disciplinary matter (through Step 2 of the Grievance procedure), no public statements will be issued which are known to deliberately jeopardize an accused employee's right to a fair hearing and/or trial.

D. An employee relieved of duty with pay for investigation of alleged violation(s) will remain available at home, or accessible by telephone paging device, to the Chief of Police or Internal Affairs Investigator, during business hours (8 a.m. to 5 p.m.), Monday through Friday. If necessary to leave home, the employee will request permission from the Chief of Police or Internal Affairs Investigator and notify them how long he/she will be gone and how he/she can be reached. Such permission will not be unreasonably denied. If temporarily relieved from duty without pay, the employee will be available at mutually convenient times during the regular work week and as directed on Saturday or Sunday to the extent he is needed to complete the investigation, and he shall be paid at his normal hourly rate when directed to participate in the investigation by the Chief. Suspensions without pay shall not be arbitrary or capricious.

E. The findings of Internal Affairs Investigations shall be labeled "sustained" (guilty as charged), "not sustained" (not guilty), "unfounded" (without merit), or "exonerated" (act was legal or within policy), "policy failure", or "other"(equipment failure, improper or inadequate training). No other terminology may be used. A "sustained" finding shall meet the burden of proof of "By clear and convincing evidence" that the violation occurred.

F. Only "sustained" findings will be inserted in an employee's personnel file, and shall not be used for the purposes of progressive discipline pursuant to the Florida records. The Internal Affairs disciplinary file will be purged in accordance with Florida State Statutes or as otherwise legally provided by law. A "sustained" finding shall meet Department of State, Division of Archives, schedule for the expungement of disciplinary the burden of proof of "By clear and convincing evidence" that the violation occurred.

G. An employee who is originally interviewed as a witness and subsequently becomes a suspect will be immediately so advised and all appropriate rights shall attach.

9.6 Any employee who is summoned before a departmental investigator during his normal off-duty hours will be compensated at the appropriately established rate. Phone calls to an employee on behalf of the department during the employee's off-duty hours will not be cause for compensation to the employee. Such phone calls shall not be used for interview/investigation purposes without the employee's consent.

9.7 All employees shall have the right to inspect and make notes of their individual personnel records. One copy of a disciplinary investigative report will, upon request, be provided to the subject employee at no cost.

9.8 A. Types of Discipline:

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

1. Oral Reprimand
2. Written Censure
3. Suspension without pay in excess of 24.5 hours up to two hundred forty (240) work hours per violation, or at the employee's discretion, the forfeiture of accrued vacation leave in lieu of a suspension without pay may occur provided the violation does not involve indebtedness to the City.
4. Demotion
5. Termination

- B. Progressive Discipline. Discipline will normally be progressive for similar violations after an appropriate initial discipline is established.

9.9 The disciplines of oral reprimand, written censure, and termination shall be invoked immediately. All other disciplines shall be invoked at the conclusion of the grievance process.

ARTICLE 10: PERSONNEL RECORDS

10.1 There shall be only two (2) official personnel files for each employee, one of which shall be maintained in the City's Human Resources Department and one within the Police Department.

10.2 Upon request, at reasonable times and places, any officer shall have the right to inspect his official personnel record wherever kept. The officer shall have the right to make duplicate copies of his record at his sole expense.

10.4 If any derogatory material is placed in an employee's official personnel file, the employee will be so advised and will have the right to answer any such material in writing. Only one response shall be allowed per adverse item by the employee.

ARTICLE 11: PBA ACTIVITIES

11.1 Except as provided otherwise in this Agreement, no employee shall engage in Association activities of any kind during the time he is assigned to duty. No City equipment or vehicles shall be used for Association activities.

11.2 The PBA may be represented by up to two (2) local representatives, the names of whom the PBA will provide to the City. It shall be the responsibility of the PBA to notify the City and the Chief of Police in writing of any change in designation of the local representatives subsequent to the execution of this Agreement.

11.3 These representatives may be granted time off for Association business when the absence does not interfere with the operation of the Police Department; provided however, that such absence from work will be without pay or the employee may use authorized leave, i.e., vacation or compensatory time. Request for such time off shall be submitted for approval to the Chief or his designee at least five (5) days prior to the requested absence. The PBA representative shall be entitled to request up to a total of 49 hours paid time per year to handle grievances or other Union business, provided, however, that such time shall not be used for PBA meetings, seminars, or other similar activity. The parties will attempt to keep PBA utilization of City working time to a minimum. Such time shall be authorized by the Chief or his designee so long as it does not interfere with the operation of the Police Department.

11.4 The City will furnish the PBA with a copy of all written rules and regulations pertaining to employer/employee relations, including City administrative orders, personnel rules, departmental orders, departmental rules and regulations, standard operating procedures, training orders and other rules and regulations that are otherwise distributed to bargaining unit employees. Delivery of the above-enumerated materials to the PBA representatives in the department will satisfy the requirements of this Section.

11.5 The City agrees to provide bulletin board space within the department for the posting of PBA information and official notices. All items or materials posted shall be signed by a PBA official or the duly authorized PBA representative. At the time of posting, a copy of the item to be posted will be submitted to the Chief. It will be the responsibility of the PBA to post, update, and maintain this bulletin board space in a neat and orderly manner. Notices shall not contain anything political, except internal PBA election campaign material, anything reflecting adversely on the City, or any of its employees, and no material, notices or announcements which violate the provisions of this Article shall be posted.

ARTICLE 12: IN SERVICE TRAINING

12.1 The City agrees to provide an average of at least twenty-four (24) hours of In Service training per year to each officer, which includes firearms training. Included within this provision is all training whether provided during working hours or on off-duty time. Mandatory training for retention of Police Standards shall be included in this training as and when the Chief determines it is appropriate and shall in no way limit the amount of training offered or required by the City.

12.2 Employees required to attend any department sponsored or authorized training session or school, and who are required to use their personal vehicle for travel, shall receive mileage compensation in accordance with the current state statute.

12.3 Specific training classes and mandatory training hours required by Criminal Justice Standards and Training Commission and/or Florida Statutes for the retention of Police Standards which are not satisfied during the recertification cycle by departmental monthly or other "in-house" training may be attended on duty or when attended off duty will be subject to compensation under the conditions of this agreement.

All training taken during on duty hours or during off duty hours for which an employee is or would be eligible to receive compensation under this Article shall have prior approval of the Chief of Police.

Nothing contained here or in any other Article may prevent the department from temporarily adjusting an officer's schedule in order for the officer to be on duty while attending one or more of the specifically required classes.

ARTICLE 13: LABOR MANAGEMENT COMMITTEE

13.1 There shall be a labor management committee which shall consist of one (1) member designated by the Chief of Police and one (1) member designated in writing by the PBA.

13.2 The labor management committee shall meet on a quarterly basis, or more or less often by mutual consent. The purpose of this committee shall be to discuss problems and areas of mutual concern; provided however, the committee shall not engage in collective bargaining or the resolution of any grievances. This committee is to serve in an advisory capacity only and nothing therein shall be considered grieved or arbitrated.

ARTICLE 14: DUES CHECKOFF

14.1 During the term of this Agreement the City agrees to deduct Association membership dues, in an amount established by the Association and certified in writing by an accredited officer to the City, from the pay of those employees in the bargaining unit who individually make such requests on a written check off authorization form provided by the City, as shown in Appendix C. Such deduction will be made by the City beginning with the pay for the first full pay period following receipt of the authorization by the City. The Association shall advise the City of the amount of dues in writing at the time into which this Agreement is entered and the Association agrees it will not change the required dues deduction for at least twelve (12) months. In the event the dues are changed, the Association shall advise the City in writing at least thirty (30) days prior to the effective date.

14.2 Deductions of dues shall be remitted by the City to a duly authorized representative as designated in writing by the Association.

14.3 In the event an employee's salary earnings within any pay period, after all other deductions are not sufficient to cover dues, it will be the responsibility of the Association to collect its dues for that pay period directly from the employee.

14.4 Deductions for Association dues shall continue until either: (1) revoked by the employee by providing the City and the Association with thirty (30) written days notice that he is terminating the prior check off authorization, or (2) the employment termination of the authorizing employee.

14.5 The Association shall indemnify, defend and hold the City, its officers, officials, agents and employees, harmless against any claim, demand, suit or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the City, its officials, agents and employees in complying with this Agreement.

14.6 The City will not deduct any Association fines, penalties or special assessments from the pay of any employee.

ARTICLE 15: INSURANCE BENEFITS (223)

15.1 The City agrees to provide bargaining unit employees and retirees from the bargaining unit the same group medical, dental and life insurance plans under the same terms and conditions it provides to all other regular full-time employees of the City and retirees.

ARTICLE 16: WAGES

- 16.1** Effective October 1, 2013, Members agree to accept any raise in pay or cost of living adjustment provided to other employees.
- 16.2** Longevity Plan: Employees hired before October 1, 1994, and continuously employed in the bargaining unit, will be paid as longevity Employees in accordance with Appendix D.1.
- 16.3** Step Plan. Employees hired on October 1, 1994, and thereafter shall not be covered by Article 20 (Longevity Pay), but shall be paid in accordance with the Step Plan set forth in Appendix D.1 through Appendix D.4
- 16.4** Field Training Officers will receive pay of one-half (0.5) hour for each six (6) hours spent training a certified officer which consists of a minimum of six (6) hours and completion of a “DOR” report.
- 16.5** Effective July 1, 2011, calculating retirement benefits shall include all accrued overtime up to a maximum of 300 hours per year. Overtime hours accrued on or before June 30, 2011 shall be included in calculating retirement benefits. Payments for unused sick leave and unused vacation accrued up to and including June 30, 2011 shall be included in calculating retirement benefits. Payments for unused sick leave and unused vacation accrued after June 30, 2011 shall not be included in calculating retirement benefits. (This provision/paragraph is included as a result of SB1128 from 2011 being passed by the Florida Legislature providing for changes to F.S. 185. Should a court of competent jurisdiction deem the changes to F.S. 185 resulting from SB1128 from 2011 to be invalid, this provision/paragraph shall immediately become null and void as if never included in this Agreement.)

Article 16(A) RETIREMENT (224)

16.4(A)(1) The City agrees to provide an improved pension benefit as follows;

- A. Retirement after 25 years continuous service at age 50 or after 10 years of service at the age of 55.
- B. Retirement compensation of 3% per year of credited service.
- C. A military buy back option provided the employee assumes all additional costs involved and the exercise of said option results in no additional contribution by the City.
- D. Effective October 1, 2003 the employee's rate of contribution to the pension fund is 5%.
- E. Maximum Benefit Restrictions – Effective October 1, 2012 The plan caps the maximum total benefit provided by the plan to \$75,000 per year. Employees may continue to work after reaching the cap and they will stop contributing to the plan.
- F. Average Final Compensation Calculation – Effective October 1, 2012 The average final compensation calculation shall be calculated based on a five year average, instead of a three year average.
- G. The Collective Bargaining Unit and the City of Lake Wales recognize the importance of a competitive pension for recruitment and retention within the Police Department and agree to create a working group to explore the possibility of benefit enhancements in the future contract.

16(A)(2) D.R.O.P. PLAN. A deferred retirement option plan will become effective upon adoption by the City Commission of an ordinance amending the Police Officers' Pension Plan and Trust Fund.

ARTICLE 17: HOLIDAYS (215, 226)

17.1 Basis for Holiday Pay. For the purposes of determining holiday pay under PAP Section 215.04, a day shall be considered as the amount of time an employee regularly works: i.e. 8.25 hours, 10.75 hours, or 12.25 hours.

17.2 Holiday on an Off-Duty Day. If a holiday falls on an employee's off-duty day, he shall receive holiday pay at his normal base salary. The holiday, to be recognized as such, is the specific holiday mentioned above and not any other designated day. An employee shall receive time and one-half his regular rate of pay, or compensatory time, for all holidays worked, in addition to his holiday pay. For the purposes of holiday pay, it is agreed that a paid holiday commences at 0600 hours on the day of a paid holiday and ends at 0600 hours the following day.

17.3 Employees scheduled to work holidays and who, in the opinion of management, are not needed to work on said holidays, will be required to take that day off. Employees who are not needed will receive their regular straight time shift pay at regular rate in lieu of holiday pay for said day off. It is recognized that there will be occasions when, because of the nature of duty assignments, certain individuals will be needed to work on a holiday. The City agrees to make reasonable efforts to rotate such duty assignments among the employees in that particular group or section consistent with the operational efficiency of the Department. The purpose of said rotation is to ensure that no one individual will be favored by such extra work assignments.

17.4 The recognized Holidays are as follows:

Thanksgiving Day
Day after Thanksgiving Day
Christmas Day
New Years Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Two (2) optional holidays

ARTICLE 18: VACATION LEAVE (216)

18.1 Vacation with pay shall be allowed at the following rate:

Years of Service:	Hours per year
1 through 9	85.75
10 through 19	134.75
20 or more	171.50

18.2 Vacation will be accumulated, paid or lost in accordance with PAP Section 216.03, except Categories shall be:

- Category 1-85.75 hours
- Category 2-134.75 hours
- Category 3-171.5 hours

18.3 A request for leave in excess of three (3) days shall be submitted to the employee's immediate supervisor on an approved form no later than seven (7) days before the leave is to commence. The period selected by the employee for his vacation must have the prior approval of the Chief of Police or his designee. Vacations may begin on any day of the week, so long as approved by the Chief as set forth above.

18.4 Requests for leave of three (3) days or less shall be made to the employee's immediate supervisor at least 24 hours before said leave is to commence and shall be subject to advanced approval by the chief, or its designee.

18.5 In no event will an employee be allowed to take vacation in conjunction with termination, i.e., to extend the termination date.

18.6 Requests for annual vacation submitted from January 1st through April 30th shall be awarded by seniority based upon the staffing needs of the department. After April 30th, a senior officer cannot bump a junior officer, whose annual vacation is already approved, unless the junior officer is in agreement. Seniority shall be defined as time in grade.

ARTICLE 19: TEMPORARY WORK (207, 217.10, 230.03)

19.1 Should an employee be required to work in a higher classification on a temporary basis for more than fifteen (15) working days, he shall be given a temporary transfer to the higher classification and be paid the appropriate rate for the higher classification for all days worked in the higher classification. At the conclusion of the temporary assignment, the pay shall revert to the authorized rate established for his regular position. While the City retains its right to schedule employees for temporary work in a higher classification, the City will not reschedule employees for the sole purpose of avoiding payment of the wages of the higher classification.

19.2 Should an employee be required to work in a lower classification on a temporary basis, the following shall apply:

- A. If the temporary assignment is requested by the employee or is due to the employee's inability to perform his normal job because of illness, injury or other reasons, his salary shall be adjusted, if needed, to insure that he does not make more than the maximum rate for the lower position.
- B. If the temporary assignment is made by the City due to working requirements unrelated to the health of the employee, his salary shall not be changed.
- C. If the temporary assignment is due to an injury incurred in the line of duty, the employee's pay shall not be lowered while working in the lower classification.

ARTICLE 20: LONGEVITY PAY

20.1 To be eligible for longevity pay, an employee must have five (5) years or more continuous service with the Department and must have begun such period of continuous service on or before September 30, 1994. The longevity award is used to reward employees for continuous satisfactory service. Longevity pay shall be awarded as follows:

1. After five (5) consecutive years of service, the employee shall receive an additional 2% of base pay.
2. After five (5) additional consecutive years of service (a total of 10 years) the employee shall receive an additional five percent (5%) of base pay.
3. After five (5) additional consecutive years of service (a total of 15 years) the employee shall receive an additional six and one-half percent (6.5%) of base pay.
4. After five (5) years additional consecutive years of service (a total of 20 years) the employee shall receive an additional eight percent (8%) of base pay.

20.2 For the purpose of this Agreement, Longevity Pay shall be considered part of the Wages Article.

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20.3 When the employee meets all of the requirements for a five (5) year wage adjustment, the employee's hourly rate will be increased by the applicable percentage under 20.1 or the applicable rate in Appendix D.1, whichever is greater.

20.4 Employees hired after September 30, 1994 shall be eligible for participation in the step pay plan effective January 1, 2000 as provided below and in Appendix D.1.

20.5 DEFINITIONS:

Continuous service: For the purposes of this article continuous service shall mean uninterrupted service of the employee with the City since the last date of hire.

Educational requirement: For the purposes of this article the educational requirement shall be deemed as completion of nine semester hours of college per two year block of service.

The educational requirement for additional steps may be completed during previous steps.

Satisfactory performance: For the purpose of this article satisfactory service shall mean satisfactory job performance as indicated by the employee's last performance appraisal as completed by the employee's immediate supervisor.

20.6 Education Incentive: in addition to the salaries specified herein by this agreement, an officer who has completed his or her six-month probationary period shall receive a five (5) percent increase in pay for an associate's degree and/or a bachelor's degree in accordance with Appendix D.2 and D.3, provided that the degree is job related.

20.7 A member shall receive state salary incentive money for completed classes approved by the Florida Criminal Justice Standards and Training Commission (CJSTC).

Step 1. Upon completion of one (1) year continuous service and satisfactory performance of the employee shall receive up to an additional 5% of base pay.

Step 2. Patrolman 2 upon completion of the requirements for advancement to Patrolman 2 employees shall be advanced to the position of Patrolman 2.

Step 3. Upon completion of five (5) years of continuous service, satisfactory performance and completion of the educational requirement of the employee shall receive an additional 2% of base pay.

Step 4. Upon completion of seven (7) years continuous service, satisfactory performance and completion of the educational requirement the employee shall receive an additional 2% of base pay.

Step 5. Upon completion of nine (9) years continuous service, satisfactory performance and completion of the educational requirement the employee shall receive an additional 2% of base pay.

Step 6. Upon completion of eleven (11) years continuous service, satisfactory performance and completion of the educational requirement the employee shall receive an additional 2% of base pay.

Step 7. Upon completion of thirteen (13) years continuous service, satisfactory performance and completion of the educational requirement the employee shall receive an additional 2% of base pay.

Step 8. Upon completion of fifteen (15) years continuous service, satisfactory performance and completion of the educational requirement the employee shall receive an additional 2% of base pay.

Step 9. Upon completion of seventeen (17) years continuous service, satisfactory performance and completion of the educational requirement the employee shall receive an additional 2% of base pay.

Step 10. Upon completion of twenty (20) years continuous service, satisfactory performance and completion of the educational requirement the employee shall receive an additional 2% of base pay.

ARTICLE 21: PROMOTION

21.1 Once a year the Chief will post a notice of the date or dates of the written test for promotion to the rank of sergeant. The notice will include the minimum qualifications and will be posted at least sixty (60) days before the test is administered.

21.2 Only Employees who hold the position of Patrolman II or have a minimum of three years experience as a police officer for the City, whose last two JPE's were "meets expectations" or better and whom the Chief determines meet the minimum qualifications for the job as set forth in the job description will be eligible to take the test.

21.3 Employees who obtain the minimum passing score on the written test will be given an in-basket test.

21.4 The Chief shall recommend the contents of the written test and the minimum passing score to the City Manager who shall consider the Chief's recommendation and determine same. The Chief shall set the minimum standard for the in-basket test.

21.5 The promotional eligibility list will be comprised of the candidates who have the minimum passing test scores on both the written and in-basket test.

21.6 Employees on the promotional eligibility list will be ranked by total points as follows:

1. Score on the written test.
2. Score on the in-basket test.
3. One point for each year of continuous service in the City Police Department (one x years)
4. One half point for each full year of continuous service as a City employee (1/2 x years)

TOTAL SCORE:

The Chief will make a selection from the promotional eligibility list.

21.7 Other Selections

If the vacancy is not filled as provided above, the Chief may fill the vacancy as he deems appropriate provided he may not fill the vacancy with a non-employee who does not take and pass the same written test as given all eligible employees who apply to take the test.

21.8 Application of City PAP

Except for section 208.08, the City PAP shall not apply to promotions covered by this Article.

ARTICLE 22: HOURS OF WORK AND OVERTIME (214, 220)

22.1 The normal work and pay period shall consist of eighty-five and three quarter (85 3/4) hours of working time in a two (2) week period. The normal workweek of unit employees shall not be altered without consultation with the Union over the impact of any changes. Travel time to and from work is not compensable time unless the employee encounters an emergency situation that requires him/her to take official police action.

22.2 The maximum amount of compensatory time an employee shall be allowed to accumulate shall be three hundred (300) hours.

22.2-1 Members may opt to cash out up to 42.5 hours their accumulated compensatory time once per fiscal year. This payment will be paid out in check separate from the members normal pay check.

22.3 Officers appearing in the legal process on behalf of the City, resultant from exercising their lawful authority, will, when actually appearing for said process, be compensated for those hours or portions thereof actually present at the legal proceedings. Compensation shall be calculated in quarter (.25) hour increments at their appropriate hourly rate of pay. However, in such cases not contiguous to a work shift, the officers will receive the equivalent of no less than two (2) hours pay or equivalent compensatory time, if court is in the City of Lake Wales, and a minimum of three (3) hours if attendance is required outside the City, In the event an employee is required to appear in court outside the City of Lake Wales, in accordance with the provisions of this Section, the employee may be permitted to use a City vehicle to travel from the City to court and back. Employees shall be allowed to keep any subpoena fees legally due them.

22.4 Call Back Time.

A. An employee called back to work after regular working hours shall be compensated for actual hours worked. However, the employee shall receive a minimum equivalent to two (2) hours of pay or equivalent compensatory time at the employee's option.

B. When an employee is called back to return Departmental property or to correct or resubmit improperly completed reports, correspondence or legal processes, the minimum provisions of 22.4 (A) will not apply and the employee will be compensated only for hours actually worked.

22.5 Time worked shall be calculated in one week cycles beginning on Sunday at 0600 and ending the following Sunday at 0600. Time worked in excess of normally scheduled hours shall be computed as overtime. For the purposes of computing overtime "Time Worked" for members of the bargaining unit when calculating overtime shall include vacation days, holidays, safety days, optional holiday (personal day) and compensatory time.

ARTICLE 23: UNIFORMS (203.10)

23.1 The City agrees to provide the following at no cost to each bargaining unit member:

- 5 Uniform shirts
- 5 Uniform pants
- 1 Neck tie
- 1 Jacket
- 1 Pair of shoes per Fiscal Year
- 1 Rain coat

Leather goods, flashlights, service revolver or semi-automatic side arm and ammunition and other equipment or uniforms required to be used or worn by the City shall be supplied by the City. Replacement and responsibility for City supplied equipment and uniforms shall be in accordance with PAP Section 203.10.

Sworn members will be issued a ballistic vest and that vest will be replaced in accordance with the manufacture label.

23.2 Plain-clothes officers shall receive a clothing allowance of \$600 per fiscal year. This payment will be paid out in check separate from the members normal pay check. Officers assigned to these positions after the annual payment shall receive a pro-rata payment for the remainder of the fiscal year. Such pro-rata payment shall be calculated on a monthly percentage and shall include a full month's payment for the first partial month of the assignment. Plain-clothes officers will also be issued an external carrier for their department issued ballistic vest.

23.3 All sworn members will be provided hepatitis shots at no cost to the member as soon after being hired as possible.

ARTICLE 24: VEHICLES

24.1 No officer shall be required to operate a marked vehicle in which suspects or criminals are transported which is not equipped with the standard police package, safety screens, mounted spotlights and electric racks mounted for the purpose of safe storage and transportation of either rifles or shotguns.

24.2 Employees covered by this Agreement shall not be required to use an unsafe vehicle or piece of vehicular equipment except in an emergency situation.

24.3 Whenever an employee covered by this Agreement determines that a vehicle or other vehicular equipment is unsafe and, therefore, unfit for service because it is a hazard to the officer or to the public, or both, he shall immediately inform his Shift Supervisor. The vehicle or equipment shall not be utilized unless the Shift Supervisor determines it is safe.

24.4 The vehicle shall be dead lined at the location where it is deemed unsafe. An employee shall not be required to deliver such an unsafe vehicle to a place of repair. However, if the nature of the unsafe condition is such that the vehicle can be driven to a place of repair by the employee without hazard to himself or to the public, he shall do so. The employee's Shift Supervisor will be notified prior to any action. The Shift Supervisor will make the final determination as to what action will be taken.

24.5 The City will provide take-home vehicles to all permanent sworn officers, which may be taken home within a radius of 15 miles from the Lake Wales Police Station.

ARTICLE 25: SICK LEAVE AND FUNERAL LEAVE (217)

25.1 An employee who recuperates during his regular shift and while on sick leave will report his condition to his supervisor and be available to report to work for the remainder of the shift if so instructed.

25.2 Request for sick leave or funeral leave under PAP Section 217.05(A) shall be charged and paid in days, shifts or full hours whichever is applicable. Member's sick time accrual will increase from 4.125 hours to 6.125 hours per pay period. Funeral leave will be charged from the sick time balance.

ARTICLE 26: SEVERABILITY

26.1 If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by a reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having a mandatory power, to change a law, rule or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective; then such provision shall not be applicable, performed or enforced. The remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

ARTICLE 27: SENIORITY AND REDUCTION IN FORCE (209)

27.1 Seniority for the purpose of this Article is defined as the uninterrupted length of service of an employee with the City since the last date of hire.

27.2 Seniority will continue to accrue during all types of leave except leaves of absence without pay exceeding three (3) consecutive months. With respect to leaves of absences in excess of three (3) consecutive months, accrual of seniority will recommence upon return to duty.

27.3 Lay-Off: In the event of a lay-off for any reason, employees shall be laid off in the inverse order of their seniority. An employee who is to be laid off who had advanced to his present classification from a lower classification in which he held a permanent appointment, shall be given the opportunity to displace the least senior employee in the lower classification in the same department. An employee may not "down bump" another employee unless he had performed the lower level classification job on a regular basis as evidenced by his personnel records.

27.4 Re-Call:

A. Employees in lay-off status will retain recall rights twelve (12) months and shall have preference over applicants on eligibility lists. Recall will be made by certified mail to the last address in the employee's records, along with any address on file with the union. The employee must within three (3) days of the receipt of the recall notice, notify the chief in writing of his intention to return to work, and return to work as and when directed by the Chief, but not sooner than seven (7) days of the receipt of the recall notice unless the employee agrees otherwise. The employee will be conclusively deemed to have received the recall notice three (3) days after the certified receipt mailing date or the date he received the recall notice, whichever first occurs.

B. An employee, when offered recall, who is temporarily unable to accept due to medical reasons after notifying the department of his intentions of returning, shall be granted an additional thirty (30) day period from the date of notice of intention to return to duty, in which to return to duty without loss of seniority rights accrued to date of layoff.

C. Recall shall be an inverse order of layoff provided the Chief determines the employee to be recalled is still qualified to perform satisfactorily all of the functions of the job to which the employee is to be recalled. The employer, at its discretion, may require a recalled employee to submit to a physical examination at the employer's expense.

D. Employees who return to a job classification covered by this Agreement from a layoff status, shall receive a rate of pay based upon the current schedule at the time of recall.

27.5 Employees shall lose their seniority as a result of the following:

- A. Termination / Resignation
- B. Retirement
- C. Layoff exceeding one (1) year
- D. Absence without authorized leave

27.6 Employees rehired or returned after loss of seniority shall be deemed to be new hires for all respects.

ARTICLE 28: TUITION AID

28.1 Reimbursement of admission examination, books and/or tuition fees of a maximum of \$2,500 will be provided by the City per employee per fiscal year for degree curricula as long as the expense is job related and may include on-line classes. Any costs or fees paid from other sources shall not be reimbursable by the City.

28.2 Each course must be approved in advance by the Chief as being job related.

28.3 Correspondence courses will be considered only when a similar course is not available locally.

28.4 Reimbursement for courses in which letter grades are issued will be 100% for letter grades of “A”, “B” or “C”. Reimbursement for courses in which letter grades are not issued will be in the following manner: Satisfactory 85%; Unsatisfactory 0%.

28.5 An employee who does not remain with the City for a minimum of one (1) full year after completion of a course for which he has received tuition aid shall reimburse the City for all payments made.

Article 29: Prevailing Rights

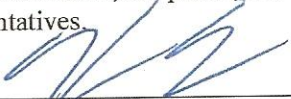
29.1 All terms and conditions of employment which apply throughout the police department to members of the bargaining unit on the effective date of this Agreement and which are not specifically referred to in this Agreement shall not be changed by the City without affording the Union an opportunity to negotiate the impact of such change, provided, however, that nothing contained herein shall limit the City's rights under Article 2 of this Agreement.

ARTICLE 30: DURATION, MODIFICATION & TERMINATION

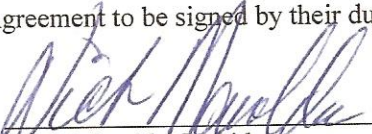
30.1 This Agreement shall be in full force and effect from 12:01 a.m. on the day after ratification by the Lake Wales City Commission and the PBA, and shall continue in full force and effect until 11:59 p.m. of September 30, 2014.

30.2 Any notice to be given under this Agreement shall be given by registered or certified mail, or hand delivery. If given by the Union, it shall be addressed to the City Manager, City of Lake Wales, Post Office Box 1320, Lake Wales, Florida 33859-1320; and any such notice by the City shall be addressed to the Florida Police Benevolent Association's local office which is the West Central Florida Police Benevolent Association, 412 E. Madison St, Suite 1102, Tampa, Fl. 33602.

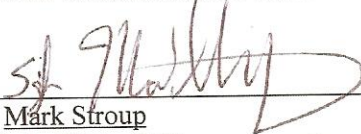
In witness thereof, the parties have caused this Agreement to be signed by their duly authorized representatives



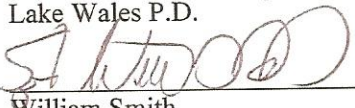
Kenneth Fields, City Manager
City of Lake Wales



Nick Marolda, President
West Central Florida P.B.A.



Mark Stroup
Lake Wales P.D.



William Smith
Lake Wales P.D.

This Agreement approved and ratified by the eligible Sworn Officers of the City of Lake Wales on August 9 , 2013.

This Agreement approved and ratified by the City Commission of the City of Lake Wales on August 20 , 2013.



Clara Ann Bugar
City Clerk, City of Lake Wales

WBO