

Addendum A

In accordance with Article 37, Duration-Modification and Termination, the City of Winter Haven (City) and the Florida Police Benevolent Association, Inc. (PBA) reopened the Collective Bargaining Agreement on June 4, 2020 for the purpose of negotiating up to two articles and Article 35, Employee Compensation and Wages. Negotiations concluded September 9, 2020 with the City and PBA agreeing to the following:

- A. Amend Article 14, Hours of Work, Overtime, and Payment Means to incorporate February 12, 2020 Memorandum of Agreement language that provides for enacting a work schedule change for certain members of the bargaining unit. The daily time schedule for Police Officers and Sergeants assigned to the Investigative Services Bureau (Detective Unit) will be eleven (11) hours, which accounts for a ten (10) hours day and one (1) hour unpaid lunch. Personnel assigned to the Drug Task Force (TFO) will work a fourteen (14) day work cycle, the equivalent of eighty (80) hours in a bi-weekly pay period, and sworn law enforcement assigned to the TFO who work in excess of eighty hours during a fourteen (14) day work cycle will be paid the excess hours at the overtime rate.
- B. Amend Article 25, Agency Assigned Vehicles, to incorporate June 18, 2020 Memorandum of Agreement language that provides for the elimination of the twenty (20) air mile radius of Winter Haven Police Department residency provision for the allowable use of assigned agency vehicles and expands the permitted territory to Polk County, and establishes that members who reside outside Polk County may elect to participate in the take-home vehicle program if their county of residence is contiguous with Polk County and within a one hour driving distance of the City; if elected, members will be charged a payroll deducted flat rate of \$30 dollars bi-weekly for the use of the vehicle.
- C. Amend Article 35, Employee Compensation and Wages to provide that the Police Officer minimum starting salary based on two-thousand eighty (2080) hours a year will increase from \$41,329.60, pay grade 26, to \$45,552.00, pay grade 28, and to avoid the potential for salary compression within this rank, all incumbent Police Officer salaries will increase at variable rates. Police Officers assigned to the K-9 unit will be afforded a flat rate pay differential of \$89.88 paid bi-weekly. All incumbent Police Sergeants will receive a 3% across the board increase in their base salary.

Amended Articles 14, 25, and 35 agreed upon are attached labeled accordingly and attached hereto.

IN WITNESS THEREOF, the parties hereto have agreed to include this Addendum "A" as part of the Collective Bargaining Agreement signed October 14, 2019. The parties hereunder set their hands and seal this 13th day of October, 2020.

FLORIDA POLICE BENEVOLENT
ASSOCIATION, Inc.

By: 
(George Corwine)

Title: Chief Negotiator, FLPA

CITY OF WINTER HAVEN, FLORIDA

By: 
(Mike Herr)

Title: City Manager

ARTICLE 14

HOURS OF WORK, OVERTIME, AND PAYMENT MEANS

Hours of Work:

The established work cycle for law enforcement employees is twenty-eight (28) days, with the allowable work hour threshold for the purposes of determining overtime being one hundred seventy one (171) hours, per the Fair Labor Standards Act (FLSA). There are thirteen (13) twenty-eight (28) work cycles in one year.

The daily time schedule for Police Officers and Sergeants assigned to Patrol is twelve and a quarter (12.25) hours; this accounts for eleven and one-half (11.5) compensable work hours a day and a forty-five (45) minute unpaid lunch. Within a twenty-eight (28) day work cycle, the scheduled time equates to one-hundred sixty one (161) work hours.

The daily time schedule for Police Officers and Sergeants assigned to the Detective, and Motors units is nine (9) hours; this accounts for an eight (8) hour day with a one (1) hour unpaid lunch. The daily time schedule for Police Officers and Sergeants assigned to the Investigative Services Bureau (Detective Unit) is eleven (11) hours; this accounts for a ten (10) hour day and one (1) hour unpaid lunch. The daily time schedule for Officers and Sergeants assigned to the SRO unit is eight (8) hours with a one (1) hour paid lunch. Within a twenty-eight (28) day work cycle, the scheduled time equates to one-hundred sixty (160) hours.

Personnel assigned to the Drug Task Force (TFO) will work a fourteen (14) day work cycle, the equivalent of eighty (80) hours in a bi-weekly pay period.

In the event a change in the work cycle or daily time schedule is contemplated, at least thirty (30) days prior the City shall provide written notice of such proposed change to the PBA. If within ten (10) days of receiving the notice the PBA declines to respond to same, or does not request to bargain over the impact and/or effect of the change, the contemplated change will be enacted and effective on a date of the City's choosing.

Overtime:

The FLSA requires that sworn law enforcement employees who work in excess of one-hundred seventy one (171) hours during a twenty-eight (28) day work cycle are to be paid the excess hours worked at the overtime rate. Sworn law enforcement employees assigned to the TFO who work in excess of eighty (80) hours during a fourteen (14) day work cycle will be paid the excess hours at the overtime rate.

Police Officers and Sergeants who work in excess of one-hundred seventy one (171) hours in a twenty-eight (28) work cycle qualify for overtime, which is paid at the rate of time and one-half the employee's regular hourly rate.

Regardless of the total number of hours worked in a twenty-eight (28) day work cycle, members required to work on an actual holiday or City observed holiday shall be paid at the rate of time and one-half their regular pay rate for hours worked. If a member is required to work both the City observed and actual holiday, the member shall be paid at the overtime rate for hours worked on the actual holiday only. In no case shall overtime be paid for working both the City observed and actual holiday.

For the purpose of computing overtime, holidays, annual leave, sick leave or other leave benefit, time will not be considered time actually worked on the job.

Overtime must be authorized and will only be directed when it is in the interest of the City and the most practical and economic way of meeting workloads or deadlines. Overtime shall be approved in advance of it being worked and may only be approved by the Police Chief, Deputy Police Chief, Police Captain, and Police Lieutenant or designated Officer in Charge.

Payment Means:

Bargaining Unit employees will be compensated bi-weekly, every fourteen (14) days. Police Officers and Sergeants shall be paid eighty (80) hours of straight time pay the first pay check in

the twenty-eight (28) day work cycle. Any and all adjustments for leave time take, as well as compensation for hours worked in the fourteen (14) days remaining in the work period, to include overtime, will be made in the second paycheck in the twenty-eight (28) day work period.

ARTICLE 25

AGENCY ASSIGNED VEHICLES

Agency assigned vehicles and Bargaining Unit member use, care, custody and control of said vehicles shall be in accordance with General Order 16.4.

Bargaining Unit members who apply, meet the eligibility requirements and are assigned a City take-home vehicle will not be assessed a fee for the use of said vehicle provided the Bargaining Unit member resides within Polk County. Members who reside outside of Polk County may elect to participate in the take-home vehicle program if their county of residence is contiguous with Polk County and is within a one hour driving distance of the City of Winter Haven but will be charged a flat rate of \$30 dollars bi-weekly for use of the vehicle. This flat rate shall be charged through payroll deduction.

The agency assigned vehicle may be used solely for official business, and extra-duty law enforcement employment; while operating the vehicle, the member shall be armed, monitoring their radio, and available to respond to emergencies. Personal use of the vehicle shall be restricted to use of the vehicle to and from classes and running errands which fall along the member's route to or from work, or during the member's travels while on duty.

Members who are on-call may use their assigned vehicle with no restrictions on personal use, within Polk County only, and only during the shift they are on-call. However, this extension of personal use applies only to the member; non-WHPD employees may not be transported.

Assigned vehicle privileges may be suspended or terminated at the discretion of the Chief of Police or designee and/or for a Bargaining Unit member's violation of any of the provisions of this Article, General Order 16.4, or City policy.

ARTICLE 35

EMPLOYEE COMPENSATION AND WAGES

Compensation for members of the bargaining unit will be administered in accordance with City Policy and WHPD General Order Number 22.1 (Compensation, Benefits and conditions of work). The Association agrees to support the City's goal of paying all overtime in lieu of granting compensatory leave, unless the budget precludes payment of overtime. Any other time or leave taken will not be considered hours worked for the purposes of overtime computation.

For the fiscal year beginning October 1, 2019, the parties agree that each member will receive wage increases as follows:

- Employees hired prior to December 31, 2016 shall receive a 4% increase in their hourly base rate plus a 1% cost of living adjustment (COLA)
- Employees hired on or after January 1, 2017, and who are actually working as of October 1, 2019, shall receive a 2.5% increase in their base hourly rate plus a 1% COLA
- The minimum starting rate of pay for Police Officer and Police Sergeant as reflected on the City's official salary schedule shall be increased 2%.

For the fiscal year beginning October 1, 2020, the parties agree that the Police Officer minimum starting salary based on two-thousand eighty (2080) hours a year will increase from \$41,329.60, pay grade 26, to \$45,552.00, pay grade 28, and to avoid the potential for salary compression within this rank, all incumbent Police Officer salaries will increase at variable levels as outlined in Appendix A of this Article, Additionally, Police Officers assigned to the K-9 unit will be afforded a flat rate pay differential of \$89.88 paid bi-weekly. All incumbent Police Sergeants will receive a 3% across the board increase in their base salary.

Appendix A

(Personnel Listing as of September 1, 2020 - Corrected September 17, 2020)

Police Officers		Pay Grade		Current		Effective October 1, 2020	
EE No.	Employee Name	From	To	Hourly	Annual	Hourly	Annual
4974	AL-SHA AIR, ABDUL-AHAD	26	28	20.57	42,785.60	22.81	47,444.80
5344	AMOS, LEE A.	26	28	19.87	41,329.60	21.90	45,552.00
4868	AVALOS, ARTEMIO	26	28	20.87	43,409.60	23.27	48,401.60
4782	AYALA, FERNANDO	26	28	21.79	45,323.20	23.27	48,401.60
4949	BHARRATT, DAVENDRA A	26	28	20.87	43,409.60	23.27	48,401.60
4452	BHOJ, KRISHNAKUMAR	26	28	21.79	45,323.20	23.74	49,379.20
2472	BRADLEY, CAROL A.	26	28	28.70	59,696.00	29.26	60,860.80
2468	BREWER, KENNETH	26	28	25.86	53,788.80	27.34	56,867.20
4917	CHAPNICK, ELYSE	26	28	20.87	43,409.60	23.27	48,401.60
5219	CLARK, AUSTYNN M	26	28	20.17	41,953.60	22.36	46,508.80
4836	COAKE, SPENCER MICHAEL	26	28	21.26	44,220.80	23.27	48,401.60
5078	COBB, BRITTANY	26	28	20.57	42,785.60	22.81	47,444.80
4593	COLLAZO, ALEXANDER M	26	28	22.54	46,883.20	24.21	50,356.80
5247	COOPER, BRUCE A II	26	28	20.17	41,953.60	22.36	46,508.80
4212	COX, ROBERT WAYNE	26	28	23.34	48,547.20	24.21	50,356.80
5067	CRUMMER, DAVID N Jr.	26	28	20.57	42,785.60	22.81	47,444.80
4549	DICKINSON, KRISTOPHER K	26	28	23.34	48,547.20	24.21	50,356.80
2537	DITTY, ALLEN SHANE	26	28	26.77	55,681.60	27.34	56,867.20
4806	DOYLE, GAVIN R	26	28	21.26	44,220.80	23.27	48,401.60
2493	ESTEVE, RODERICK J.	26	28	26.77	55,681.60	27.34	56,867.20
4522	FRAZIER, MARK ALAN	26	28	23.34	48,547.20	24.21	50,356.80
5210	FULGHAM, DYNISHA M	26	28	20.17	41,953.60	22.36	46,508.80
4807	GARCIA, LUIS ALBERTO II	26	28	21.26	44,220.80	23.27	48,401.60
5009	GRANTHAM, CODY W	26	28	20.57	42,785.60	22.81	47,444.80
4837	HAYNES, SHAQUILLE JAVONTE	26	28	21.26	44,220.80	23.27	48,401.60
4454	HEBSON, BRET	26	28	23.34	48,547.20	24.69	51,355.20
5179	JACKSON, RONALD Jr.	26	28	20.17	41,953.60	22.36	46,508.80
5248	KELLEY, MICHAEL E	26	28	20.17	41,953.60	22.36	46,508.80
2504	LEONARD, MICHAEL	26	28	31.13	64,750.40	31.69	65,915.20
4906	LOZADO, EMILY	26	28	20.87	43,409.60	22.81	47,444.80
5125	MALDONADO, BAILEY A	26	28	20.57	42,785.60	22.36	46,508.80
5164	MENDIES, LAWRENCE A Jr.	26	28	20.57	42,785.60	22.36	46,508.80
5211	MOORE, MEREDITH L	26	28	20.17	41,953.60	22.36	46,508.80
4592	NEELY, RYAN C	26	28	22.54	46,883.20	24.21	50,356.80
4994	ORPHEE-ETIENNE, MICHAEL	26	28	20.57	42,785.60	22.81	47,444.80
4735	PRICE, GEOFFREY	26	28	21.79	45,323.20	23.27	48,401.60
4602	RAMIREZ, MICHAEL CHARLES	26	28	22.54	46,883.20	23.74	49,379.20
4866	RAMNARINE, PARMESHWAR Jr.	26	28	20.87	43,409.60	23.27	48,401.60
5295	RIVA, JOSEPH F	26	28	19.87	41,329.60	22.36	46,508.80
4479	ROE, MICHAEL DEAN II	26	28	23.34	48,547.20	24.21	50,356.80
2515	RUSICH, STEPHEN C.	26	28	26.78	55,702.40	27.34	56,867.20
5331	SALINAS JR, JOSE	26	28	19.87	41,329.60	22.36	46,508.80

EE No.	Employee Name	From	To	Hourly	Annual	Hourly	Annual
4876	SHOOK, JUSTIN R	26	28	20.87	43,409.60	23.27	48,401.60
5126	SUTPHIN, JULIE D	26	28	20.57	42,785.60	22.36	46,508.80
5249	TAYLOR, GABRIELLE L	26	28	20.17	41,953.60	22.36	46,508.80
5104	WATTS, ORBIE III	26	28	20.57	42,785.60	22.81	47,444.80
4952	WIERZBA, NATHAN	26	28	20.87	43,409.60	22.81	47,444.80
4951	WILE, JESSICA	26	28	20.87	43,409.60	22.81	47,444.80
4431	WOMACK, ERIC	26	28	23.34	48,547.20	24.69	51,355.20
5277	ZIMMERMAN, KEVIN A Jr.	26	28	19.87	41,329.60	22.36	46,508.80
						Effective Upon Completion	
Police Officer Cadet - Trainee		Pay Grade		Current		of Academy and Field Training	
EE No.	Employee Name	From	To	Hourly	Annual	Hourly	Annual
5371	ANDERSON, MADISON B	22	28	16.35	34,008.00	21.90	45,552.00
5395	ARIAS, ANTONIO	22	28	16.35	34,008.00	21.90	45,552.00
5268	BRITTO, JAMES C	22	28	16.35	34,008.00	21.90	45,552.00
5373	FLAYHART CRESPO, SHELLSEA M	22	28	16.35	34,008.00	21.90	45,552.00
5374	FOREMAN, JEFFREY S	22	28	16.35	34,008.00	21.90	45,552.00
5378	FLAYHART, DYLAN M	22	28	16.35	34,008.00	21.90	45,552.00
5324	GRACEFFA, ALEXANDRA N	22	28	16.35	34,008.00	21.90	45,552.00
5375	JIMENEZ MORALES, BRIAN D	22	28	16.35	34,008.00	21.90	45,552.00
5372	MCLEAN, MICHAEL A.	22	28	16.35	34,008.00	21.90	45,552.00
5368	NELSON, BRANDON T.	22	28	16.35	34,008.00	21.90	45,552.00
5379	PRIME, CHARLES A	22	28	16.35	34,008.00	21.90	45,552.00
5377	ROBINSON, MANISIA	22	28	16.35	34,008.00	21.90	45,552.00
5376	SPENCE, QUAMISHA M	22	28	16.35	34,008.00	21.90	45,552.00
5269	WILLS, IMARIS A	22	28	16.35	34,008.00	21.90	45,552.00
<p><i>Note: There are five vacant Police Officer positions which will be filled at \$45,552.00.</i></p>							