

# **Collective Bargaining Agreement**

*Between*

## **West Central Florida Police Benevolent Association**

A Chapter of the  
Florida Police Benevolent Association



*and the*

## **City of Winter Haven**

A Municipality of the State of Florida



**October 1, 2019 to September 30, 2021**

## Index

### PREAMBLE

Article 1	Office of Director of Public Safety
Article 2	Recognition
Article 3	Representatives of Parties
Article 4	Access to Premises
Article 5	Dues Check Off
Article 6	Bulletin Boards
Article 7	Non Discrimination
Article 8	Prevailing Rights
Article 9	Management Rights
Article 10	Labor Management Committee
Article 11	City Policies and Procedures
Article 12	Personnel Records
Article 13	Seniority
Article 14	Hours of Work, Overtime, and Payment Means
Article 15	Extra Duty Employment
Article 16	Court Appearances and Other Court Duties
Article 17	Working in Higher Classification
Article 18	Call Back and Subject to Call
Article 19	Safety and Wellness
Article 20	Leave Benefits
Article 21	Insurance Benefits
Article 22	Education Assistance and Related Incentive
Article 23	Personal Property – Replacement and/or Reimbursement
Article 24	Travel Requests and Expenses
Article 25	Agency Assigned Vehicles
Article 26	Internal Investigations
Article 27	Discipline and Discharge
Article 28	Grievance Procedure
Article 29	Arbitration
Article 30	Strikes and Lockouts
Article 31	Layoff and Recall
Article 32	Contract Constitutes Entire Agreement of the Parties
Article 33	Savings Clause
Article 34	Mutual Consent for Use of State Premium Tax Revenues
Article 35	Wages
Article 36	Promotions
Article 37	Duration – Modification - Termination

### **PREAMBLE**

THIS AGREEMENT is entered into as of this 16th day of April 2019, between the CITY OF WINTER HAVEN, FLORIDA, hereinafter referred to as the "City" and FLORIDA POLICE BENEVOLENT ASSOCIATION, INC., hereinafter referred to as the "PBA." It is the intent and purpose of this Agreement to promote harmonious relations between the City and its represented employees and to assure sound and mutually beneficial working and economic relationships between the parties. It is the further intention of the parties to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise and to set forth herein basic and full agreements between the parties concerning rates of pay, wages, hours of work, and other terms and conditions of employment. It is understood that the City is engaged in furnishing essential public services which affect the health, safety, and welfare of the public and both parties hereto recognize the need for continuous service to the public.

## **ARTICLE 1**

### **Office of Director of Public Safety**

For the purpose of this Agreement any and all references to Police Chief and/or Chief of Police, inclusive of assignment, as well as scope and degree of authority and responsibility, shall be deemed and construed the same as the Director of Public Safety in accordance with Ordinance No. O-18-64 and Section 2-82 of the Code of Ordinances of the City of Winter Haven, Florida.

## **ARTICLE 2**

### **RECOGNITION**

In accordance with Certification Number 1950 issued by the Florida Public Employees Relations Commission December 21, 2018, the City hereby recognizes the Florida Police Benevolent Association, Inc. (PBA) as the sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment for probationary and regular fulltime employees of the City of Winter Haven working within the following classifications:

- ☐ Police Officer
- ☐ Police Sergeant

All other employees of the City of Winter Haven are excluded from the PBA Bargaining Unit.

In the event the City decides to eliminate an existing Bargaining Unit job classification, it will notify the PBA thirty (30) days in advance of its decision. Upon request, the City will meet with the PBA to bargain the decision to eliminate a covered job classification. Failure of the parties to reach agreement will result in impasse, which shall be resolved in accordance with the impasse procedures provided by the Florida Public Employees Relations Act.



**ARTICLE 3**  
**REPRESENTATIVES OF PARTIES**

The City agrees that during the term of this Agreement, it shall deal only with the authorized representatives of the PBA in matters requiring mutual consent or other official action called for by this Agreement. The PBA's authorized representatives for this purpose are PBA Officials, including the West Central Florida PBA President, or their designee, and Florida PBA Chief Negotiator, or their designee.

The PBA likewise agrees that during the term of this Agreement, the PBA will deal with representatives that the City designates within five (5) business days of the ratification of this Agreement.

For purposes of direct communication regarding the Grievance Procedure articulated herein, the City acknowledges that the PBA shall select two Grievance Representatives, and two Alternates, and shall furnish the names to the City. The PBA shall notify the City Human Resources Manager if there are any changes in Grievance Representatives and Alternates.

The Grievance Representatives and/or Alternates may investigate or otherwise handle Grievances during working time as long as there is no unreasonable interference with the operational needs of the City.

The Grievance Representatives and/or their Alternates may communicate with the City and its representatives. The City shall provide sufficient copies of applicable written communications to the Grievance Representatives and/or Alternates, who are responsible for providing the same to the PBA officials.

## **ARTICLE 4**

### **ACCESS TO PREMISES**

The City agrees that designated representatives of the Association shall have access to the premises of the City that are available to the public. If any area of the City's premises is restricted to the public, permission to enter such areas must be requested of the Public Safety Director, Deputy Police Chief or designee who shall have the discretion to assign an escort to accompany the representative(s) of the Association. Such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee(s) and shall be restricted to matters related to the application of this Agreement, proceedings governed by Sections 112.532, .533 and .534, Florida Statutes, and proceedings governed by Chapter 86-342, Laws of Florida.

## **ARTICLE 5**

### **DUES CHECK OFF**

The City will deduct from regular biweekly payroll checks dues owed by the employee to the PBA provided that prior to said deduction being made the PBA has provided the City with a signed authorization form from each employee whose dues are to be deducted to confirm that such deduction is authorized. Deductions will be forwarded to the PBA within ten (10) business days of said deduction made.

Any authorization for dues deduction may be canceled by the employee upon thirty (30) calendar days' written notice to the City and the PBA.

The PBA agrees to indemnify, defend, and hold the City harmless from any and all claims, demands, suits, other forms of liability or expenses in connection with or that may arise out of, or by reason of, action taken by the City on account of payroll deduction of PBA dues.

Nothing contained herein shall require the City to deduct from a salary or be otherwise involved in the collection of any fine, penalty, fee, or special assessment.

If an employee's net earnings after deductions for federal withholding tax, social security, retirement, medical insurance, credit union and prior deductions are not sufficient to cover dues deductions, or at any time an employee is on unpaid leave status, the deductions will not be made. Rather, it is exclusively the PBA's responsibility to collect non-payroll deduction dues or any employee dues in arrears.



## **ARTICLE 6**

### **BULLETIN BOARDS**

The City agrees to provide space for one (1) bulletin board placed conspicuously in a work area in the Police Department, the location of which will be mutually agreeable. PBA, at its expense, may install one (1) bulletin board not to exceed twelve (12) square feet in each station. All costs in preparing and posting PBA notices will be borne by the PBA.

All materials to be posted on said bulletin board must be related to official PBA business and will be limited to meeting notices and announcements, PBA sponsored social events and activities, election notices, meeting minutes and similar informational announcements regarding PBA business.

No material, notices, or announcements will be posted which contain anything that may reasonably be deemed offensive, defamatory, or obscene, that reflects adversely upon the City, its independent contractors, employees, or any labor organization among its employees, or which has the potential to cause disruption or impair the operational efficiency with the unit or among employees.

Copies of any material posted must be initialed by the PBA elected representative and approved for posting in advance by the Public Safety Director and Deputy Police Chief. Any documents posted on the bulletin board which are not initialed will be removed by the Public Safety Director, or in his absence, the Deputy Police Chief. If a document is removed by the City, the PBA representative will be notified. The Public Safety Director's decision whether to approve a particular posting is at his/her sole discretion and is not subject to appeal.

## **ARTICLE 7**

### **NON DISCRIMINATION**

The City and PBA agree not to discriminate against any Bargaining Unit employee for their lawfully protected activity under the Public Employee Relations Act on behalf of the PBA; for their membership or non-membership in any Union; or because of age, race, color, national origin, religion, gender, disability, marital status, or Veteran status.

The City and PBA acknowledge that nothing in this article precludes or prevents an employee from exercising any and all of the employee's local, state and federal civil rights in any and all local, state, and federal administrative and judicial forums.

## **ARTICLE 8**

### **PREVAILING RIGHTS**

Nothing in this Agreement shall be construed as abridging, amending, or waiving any rights, benefits or perquisites presently covered by statutes, existing rules or regulations recognized as being legitimate and having general and uniform applicability, except as expressly superseded by the terms of this Agreement.

Said rights, benefits or perquisites which pertain to subjects of bargaining, which are negotiable under the provisions of Chapter 447, Florida Statutes, shall not be modified or terminated except by agreement of the parties.

**ARTICLE 9**  
**MANAGEMENT RIGHTS**

Except as expressly limited by any provision of this Agreement, the City reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time re-determine, the number, location and type of its various operations, functions and services; the methods, procedures and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions or services from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the City; to create, modify, or discontinue jobs; to establish and change working rules and regulations; to create new job classifications; to establish and change work schedules and assignments; to transfer, promote or demote employees; to lay-off, furlough, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reasons; to suspend, demote, discharge or otherwise discipline employees for just cause; and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

In the event the City considers subcontracting any or all of the work covered by this Agreement, it shall provide the PBA a ninety (90) day notice of its intent and, upon request from the PBA, commence Bargaining over the effect thereof. However, after thirty (30) days have passed from the time bargaining commences, the City shall be free to issue a Request for Proposal although it shall still continue to bargain over the effect. If the parties fail to reach agreement on the impact of the subcontracting decision, the dispute shall be resolved through the statutory Impasse procedure provided for in the Florida Public Employees Relations Act.



## **ARTICLE 10**

### **LABOR MANAGEMENT COMMITTEE**

The City and the PBA will each appoint three (3) individuals to a Labor Management Committee which, upon the request of either party, will meet no more than three times per year, unless both the Association and the City mutually agree otherwise, at a mutually agreeable time and place, and during regular business hours.

The parties agree that these meetings should not be construed as, and do not constitute negotiations, but rather are for the purpose of informally discussing various issues arising out of the Bargaining Unit employees' employment with the City.

Accordingly, the provisions of Florida law relating to negotiations are not applicable to meetings of the Labor Management Committee.

**ARTICLE 11**  
**CITY POLICIES AND PROCEDURES**

City policies and procedures, including the City of Winter Haven Personnel Policy and Procedures Manual and all Winter Haven Police Department General Orders in effect at the time this Agreement is ratified are hereby incorporated by reference into this Agreement.

Where there is a conflict between these policies and procedures and the express terms of this Agreement, this Agreement will prevail. Where this Agreement is silent, the City's policies and procedures will prevail. If the parties are unable to agree on whether the City's Personnel Policy and Procedures Manual and Winter Haven Police Department General Orders, or any provision therein, is in conflict with this Agreement, the party's inability to agree shall be subject to the Grievance/Arbitration Articles in this Agreement.

In the event a contemplated change is to be made, at least ten (10) calendar days prior the City shall provide written notice of such proposed change to the PBA designated representative. If the PBA does not reply within a period of no later than ten (10) calendar days thereafter, the contemplated change will be made. If within ten (10) calendar days the PBA so requests, the City will bargain over the impact and/or effect of such change(s) on Bargaining Unit employees. If the parties fail to reach agreement on the impact of such change(s) the dispute shall be resolved through the statutory Impasse procedure provided for in the Florida Public Employee Relations Act.

In the event a change in Police Department General Orders is ordered at the time of accreditation review and/or inspection, and provide said change is predominantly verbiage only and of no impact on employees, notice of the change will be provided to the PBA no later than ten (10) business days thereafter.

## **ARTICLE 12**

### **PERSONNEL RECORDS**

There shall be only one official personnel file for each unit member and the Human Resources Division shall retain each Employee's official personnel file and said retention shall be maintained in accordance with established public records laws. All employees will be able to view their personnel file during normal office hours (in the presence of an administrative staff member).

Employees are encouraged to periodically review their respective personnel files to ensure that information contained therein is accurate and current. Members may request that documents be added to their personnel files, include information pertinent to certifications, employment, and job performance, to include material items from third parties. The granting of said request shall be at the discretion of the Human Resources Division Manager. If the request to add documents is not granted, the employee will have the opportunity to meet with the Human Resources Division Manager and the Public Safety Director, or his or her designee, for a second review and consideration.

All members shall be notified of anyone requesting to view their records. The release of any information to employees or others will be in accordance with any related prevailing Florida Statutes.

The home address, telephone numbers, photographs, and social security numbers of active or former law enforcement personnel, as well as the names, home addresses, telephone numbers, social security numbers, photographs, dates of birth, and places of employment of the spouses and children and the names and locations of schools attended by the children of said active or former law enforcement personnel are exempt from disclosure under the Public Records Law, Chapter 119, Florida Statutes, and shall not be released except for a legitimate governmental purpose. In addition, the City agrees that in cases where public records requests are made for a member's e-mail, the City will redact any aforementioned personal information as well as preclude non-work related e-mails to be released to the public as provided for in Chapter 119, Florida Statutes.



## **ARTICLE 13**

### **SENIORITY**

Seniority date shall be the date an employee started work in the Winter Haven Police Department in a job covered by the Bargaining Unit.

New employees shall be considered probationary until after twelve (12) months of employment and until a favorable, approved performance evaluation has been received and an official change in classification from probationary to regular has been enacted by the City. At the end of the probationary period, new employees will be placed on the seniority list and their seniority will be retroactive to the date of hire.

An employee shall lose all accumulated seniority if:

- The employee voluntarily quits;
- The employee is discharged and not reinstated under the Grievance/Arbitration Procedures;
- The employee has been continuously laid off for a period of twelve (12) months;
- The employee fails to return to work within ten (10) calendar days after a letter notifying the employee to return to work has been sent by the City by registered mail to the employee's last known address;

In the event an employee who has lost accumulated seniority is subsequently rehired by the City, the employee shall be considered a probationary employee for the purposes of this Agreement.

At the request of the PBA, and within ten (10) work days thereof, the City shall prepare and present a seniority list that will include the employee name, date of hire, current job classification, and rate of pay. If the PBA believes the list is not correct, the PBA will have ten (10) work days after receiving the list to present to the City a written objection regarding the correctness of the list.

Seniority will be utilized during the Patrol shift bidding process.



## **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 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.

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 works cycle are to be paid the excess hours worked 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 15**

### **EXTRA DUTY EMPLOYMENT**

All extra duty employment shall be administered in accordance with WHPD General Order 22.3, Off Duty and Extra Duty Employment.

Members shall have full access and be allowed to sign up for extra duty details when the extra duty details are posted weekly.

When members of any rank work an extra duty detail for a requesting third party, the member will be compensated the same rate the requesting third party is invoiced for this service which is:

- \$30 per hour with a three (3) hour minimum
- An additional \$5 per hour for each hour worked, with a three (3) hour minimum, if the extra duty detail is scheduled within five (5) calendar days or less



## **ARTICLE 16**

### **COURT APPEARANCES AND OTHER COURT DUTIES**

Court appearances and other court duties required of an employee as the result of a matter arising out of the employee's performance of duties and responsibilities for the City, which occur when the employee is off-duty (i.e. not during an employee's regular assigned shift at work) shall be compensated in the following manner:

1. Employees shall receive a minimum of two (2) hours pay inclusive of actual and reasonable travel time incurred as a result of the employee's attendance at court.
2. If an employee has more than one court appearance or related duty to attend to on the same day, any court time that falls within the same two (2) hours will not entitle the employee to any extra compensation. Should a court related appearance or related duty exceed two (2) hours, the employee will be paid for all time the employee is required to be present.
3. If an employee is on approved leave and is summoned to court, the employee will be compensated in the manner described herein, and leave hours will not be charged to or deducted from the employee's accrued leave account. The payment of accrued leave and court time for the same period of hours shall not be permitted.
4. If while off duty an employee receives a telephone call relating to a covered court time event, which is a minimum of fifteen (15) minutes or greater in duration, the employee shall be paid for the time spent on the telephone call. Telephone calls of less than fifteen (15) minutes are agreed to be de minimis and shall not be compensated. Claims of compensation for telephone calls must include sufficient information (i.e., date, time, duration and other party to call) so as to allow for verification.
5. Court time will be paid at the employee's regular hourly rate unless the employee meets



the overtime threshold within the meaning of the Fair Labor Standards Act. For the purposes of computing overtime, court time incurred when the employee is not on duty during an assigned shift will be considered regular hours worked.

## **ARTICLE 17**

### **WORKING IN HIGHER CLASSIFICATION**

#### **Eligibility:**

If management directs a Police Officer or Police Sergeant to work in a higher classification for a work period of twenty-eight (28) days or longer, the affected employee's hourly rate of pay shall be adjusted to the minimum base hourly rate of the higher classification or the employee's hourly rate of pay shall be increased five percent (5%), whichever is greater, and the adjusted hourly rate shall be retroactive to the first day of the assignment to the higher classification.

#### **Return to Regular Rate:**

A Police Officer or Police Sergeant being paid at a higher rate while temporarily performing the duties of a higher classification will be returned to their previous regular rate of pay when the period of temporary employment in the higher class ends.

#### **Promotional Probationary Period and Time in Grade:**

If a member serves as an "Acting Sergeant or Lieutenant" immediately contiguous to being promoted to the rank of Sergeant or Lieutenant, the time served in the acting capacity will be counted towards their promotional probationary period and their time in grade.

## **ARTICLE 18**

### **CALL BACK AND SUBJECT TO CALL**

#### **Call Back:**

An employee who completes their regular work day or shift and is called back from off City premises to work and/or assist in an emergency will receive a minimum credit of two (2) hours. The employee shall be considered on-duty for the full two hours and compensated for all hours worked in excess of that period.

Call back pay shall be paid at the employee's regular hourly rate unless the employee has actually worked hours in the work period to be eligible to be paid at the overtime rate. If the call out is cancelled prior to the employee's arrival at the scene, the employee shall receive two (2) hours paid at the regular hourly rate.

If an off-duty employee is called back to work on a City observed holiday, the minimum two (2) hours pay, and any time worked in excess of the two hours that day, will be paid at the overtime rate regardless if the member does not work the required number of regular hours in the work period.

Should an employee on approved leave be called back to work the employee will receive compensation as defined herein, for each day called back, and a comparable number of hours actually worked will not be charged to or deducted from the employee's accrued leave account. The payment of both leave pay and call back pay for the same hours will not be permitted.

#### **Subject to Call:**

Employees informed in advance by their supervisor that they will be subject to being called into work on a non-scheduled workday or City authorized holiday will be paid \$50.00 for each applicable subject to call day.

The \$50.00 subject to call pay on a non-scheduled workday will not be deemed a part of any employee's base rate of pay; however, such will be factored into any necessary or applicable overtime pay rate calculation.

In addition to the \$50.00, employees subject to call on a non-scheduled workday who are actually called in to work shall receive Call Back time in accord with and as defined above.



## **ARTICLE 19**

### **SAFETY AND WELLNESS**

#### **Personal - Workplace Safety:**

The City and PBA agree to cooperate to the fullest extent concerning the health and safety of the employees and the services provided to the public.

Through the development and implementation of current and new standard operating procedures and safety rules, along with the provision of safety clothing and protective devices, the City shall make a reasonable effort to insure the safety and health of each employee during the hours of employment.

Employees are required to observe and adhere to all standard operating procedures and safety rules promulgated for their protection. Employees are required at all times to use all appropriate safety clothing and protective devices made available by the City. Each employee shall also immediately report to their supervisor or manager in charge any unsafe practice or condition of which they are aware, regardless of whether a third party is involved.

An employee who neglects or fails to observe and adhere to all standard operating procedures and safety rules, and use City provided safety equipment, may be subject to discipline, if the employee's failure was purposeful and neglectful, up to and including discharge, and may incur a loss or reduction of workers' compensation benefits if injured.

#### **Vehicle Safety:**

The parties agree that all fleet vehicles will be maintained in accordance with applicable WHPD General Orders and in accordance with preventive maintenance standards and schedules established by the City's Fleet Maintenance Division.

#### **Firearms Safety:**

In order to promote safety in the use of firearms by bargaining unit employees, the Parties agree members of the bargaining unit will be given the opportunity to qualify in accordance with applicable WHPD General Orders.

**Safety Committee:**

The PBA will, upon request, be allowed one (1) Bargaining Unit member to serve on the City Safety Committee with the understanding that meetings will be held monthly during regular business hours. Moreover, provided work unit operations are not unduly hampered, or in the event the designated member is not on authorized leave, meeting attendance will be mandatory.

**Wellness:**

The City will continue to encourage the wellness and good physical conditioning of sworn law enforcement personnel.

A gym facility at WHPD headquarters will be provided. When call load allows, and with supervisor approval, members may work out in lieu of their meal break at the WHPD facility or a commercial fitness facility. The allowable work out period is forty-five (45) minutes inclusive of pre and post work-out changing times.

A member working out is subject to be called back into service at any given time and shall monitor the radio, or agency issued cell phone, during the workout period. Workout times should be chosen during non-peak call load times.

To further promote good physical conditioning and reward for same, Bargaining Unit members are afforded the opportunity each year to participate in a Physical Readiness Incentive Program administered in accordance with General Order 22.4. Participation in this Program is voluntary.

## **ARTICLE 20**

### **LEAVE BENEFITS**

For Bargaining Unit Employees, the City agrees to continue in effect the below listed leave benefit programs:

- Observed Holidays
- Annual Leave
- Sick Leave
- Personal Leave
- Bereavement Leave
- Court Leave
- Conference Leave
- Leave of Absence
- Family and Medical Leave
- Military Leave
- Domestic Violence Leave

Leave benefits listed herein shall be accrued and administered in accordance with provisions contained in the City's Personnel Policy and Procedures Manual, Section 5 Benefits and in accordance with WHPD General Order 22.1 (Compensation, Benefits and Conditions of Work).

Subject to eligibility and leave benefit accrual, Bargaining Unit employees also will be permitted to participate in the City's established Sick/Personal Leave Benefit Option (Sick Buy-Back) and Sick Leave sharing programs.

During the term of the Agreement, should the City deem it necessary to make improvements in leave benefit programs identified above, and currently provided, either party may reopen the contract for the purpose of negotiating said changes. If the parties fail to reach agreement, the dispute will be resolved through the statutory impasse procedure provided for by law.



## **ARTICLE 21**

### **INSURANCE BENEFITS**

#### **Medical and Dental:**

The Parties agree that elective health and dental insurance benefits will be administered in accordance with WHPD General Order 22.1 and City Policy. The PBA acknowledges that the medical and dental insurance plan, coverage and contributory rates charged by the City to employees for elective insurance coverage benefits are set by City of Winter Haven.

#### **Life Insurance:**

The parties agree that the City will provide all regular fulltime Bargaining Unit members with \$10,000 worth of life and accidental death and dismemberment (AD&D) insurance at no cost to the member. Bargaining members may, at their expense, choose to acquire additional, optional life insurance in an amount equal to their annual salary rounded to the nearest thousand dollars, up to a maximum of \$50,000 through the City Plan; members who elect optional life insurance through the City Plan will be charged a premium that will be payroll deducted.

At the City's expense, and in alignment with Florida Statutes 112.19 and 440.16, a combined total of \$250,000 worth of additional life insurance which serves as an in-the-line-of duty death benefit will be acquired and maintained for actively employed Bargaining Unit members who meet State Minimum Law Enforcement Standards. In the event of an in line of duty death, benefits will be administered in accordance with established law, General Order and City policy provisions.



## **ARTICLE 22**

### **EDUCATION ASSISTANCE AND RELATED INCENTIVE**

The Parties agree that career development and continuing education initiatives will be administered in accordance with WHPD General Order 33.2 and City Personnel Policy and Procedures Manual Section 5.19 Educational Assistance.

Accordingly, non-probationary, regular fulltime Bargaining Unit members can apply for financial assistance to voluntarily pursue a college degree, obtain vocational training and certifications or acquire necessary continuing education units. Financial assistance approval is contingent upon job or job promotional relatedness; the specific coursework, training or certification chosen and whether it is expected to enhance an employee's job knowledge, skills, and abilities, and be of value to the City.

Employees desiring education assistance reimbursement/advancement shall, in advance of the program beginning, submit a City of Winter Haven Education Assistance application to Police Administration requesting approval for program participation. If approved, the application will be forwarded to Human Resources for processing in accordance with City policy and education assistance guidelines.

The award of financial assistance, along with any subsequent incentive pay, is dependent upon available funding and the member fulfilling certain terms and conditions related to continuity of employment, submittal of receipts, acquisition of a specified grade, at least a "B," etc.

## ARTICLE 23

### PERSONAL PROPERTY - REPLACEMENT AND/OR REIMBURSEMENT

Other than the employee's watch or prescription glasses, any personal property subject to replacement or reimbursement pursuant to this Article must be approved in advance by the City as being required by the employee to adequately perform the duties of his position.

Thereafter, an employee who, while on duty and acting within the scope of employment, and through no fault or negligence of their own, suffers the damage, destruction or loss of their watch, prescription glasses, or other personal property approved pursuant to the above paragraph will be reimbursed, have such property repaired, or have such property replaced with an item which is of the same or a similar quality, as described in this Article; provided, however, that:

- The Agency has the option to decide whether a specific piece of property is repaired versus replaced;
- The employee shall not be reimbursed or have property repaired or replaced if the Agency determines that the damage, destruction or loss resulted from the employee's negligence; and
- The employee shall not be reimbursed more than the deductible if the item is covered by insurance.

An employee who wants to be reimbursed or have personal property repaired or replaced must:

1. File a written request and report detailing the circumstances under which the property was damaged, destroyed or lost; and
2. Document the amount expended to repair or replace such property.

After meeting the conditions described above, the City or designee shall authorize reimbursement not to exceed the following amounts:

- Watch – up to (\$100)

- Prescription glasses not to exceed two hundred dollars (\$200)
- Other Items - the City or designee shall have final authority to determine the reimbursement value of any items other than watches or prescription glasses

The City's obligation to reimburse Bargaining Unit members under this section shall not exceed five hundred dollars (\$500) per Bargaining Unit member per annum.

## **ARTICLE 24**

### **TRAVEL REQUESTS AND EXPENSES**

Travel requests and expense practices shall be administered in accordance with the City's established Accounting procedures which may be amended from time to time. Any Bargaining Unit member who anticipates the need to travel outside of the county for a public purpose, especially in the case of overnight travel, must in advance prepare and remit to Police Administration the appropriate travel request forms. If the travel is authorized by the Police Chief, designee and the City Manager, reimbursement of travel expenses will be considered and limited to the following:

- Registration fees, if applicable
- Meals plus gratuities at authorized per diem rates
- Motel/Hotel expenses for single occupancy only unless two City employees on approved travel share a room
- Other travel related expenses approved by the City

As a general rule and when available, Bargaining Unit members will utilize agency issued vehicles for official travel when going out of town, in which case mileage will not be reimbursed. In the event circumstances warrant the Bargaining Unit member driving a privately-owned vehicle (POV), the reimbursement of mileage at the established, authorized rate will be reimbursed to the member.

All authorized travel reimbursement will be for receipted expenditures only accompanied by the proper forms and will be processed according to established accounting procedures.



## **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 a twenty (20) air-mile radius of the Winter Haven Police Department. Members who elect to participate in the take-home vehicle program reside in Polk County but live outside the twenty (20) mile radius will be charged a flat rate of \$20 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 26**

### **INTERNAL INVESTIGATIONS**

The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the City has the right to expect that a professional standard of conduct be adhered to by all law enforcement personnel regardless of rank or assignment.

Since internal investigations may be undertaken to inquire into complaints of law enforcement misconduct, the City reserves the right to conduct such investigations to uncover the facts in each case, but expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with Sections 112.532 and 112.533, Florida Statutes.

The parties agree that all internal investigations will be conducted in accordance with WHPD General Order number 26.1 (Disciplinary Procedures) and 52.1 (IA).

## **ARTICLE 27**

### **DISCIPLINE AND DISCHARGE**

The City shall have the ability to discharge any new hire probationary employee for any reason whatsoever. Such discharge shall not be subject to the Grievance Procedure provision of this Agreement.

The City may impose discipline, progressive or otherwise, or discharge any employee for any offense or violation of any City or department policy, rule, or regulation. Further, the City expressly agrees to carefully guard and protect the rights and dignity of accused personnel. In the course of any internal investigation, the investigative methods employed will be consistent with Florida State Statutes 112.532, 112.533 and 112.534.

The parties agree that for the purpose of progressive discipline, previous incidents may be considered as long as the previous incidents occurred within twenty-four (24) months of the current incident.

The City shall endeavor to complete all disciplinary investigations as expeditiously as possible and shall, within thirty (30) days following the completion of an investigation, determine the disciplinary action, if any, that it proposes to administer.

All disciplinary appeals will be conducted in accordance WHPD General Orders 1.2 (Professional Conduct and Responsibilities), 26.1 (Disciplinary Procedures), 52.1 (Internal Affairs) and the appeals process provided for under the Laws of Florida, Chapter 86-342.

If an employee grieves a discipline, unless otherwise required by law, documents reflecting said discipline shall not be placed in the employee's personnel file until the Grievance Procedure, through Arbitration, has concluded.

Excepting progressive discipline and annual performance evaluation reviews, and without limiting the ability of the City to rely on prior offenses occurring within four (4) years of the offense at issue-as evidence in Arbitration proceedings, no employee shall be double disciplined for the same act or offense.

Discipline must be for just cause. At an Arbitration hearing, if the City proves by a preponderance of evidence submitted through testimony and/or documentary evidence that the employee has violated any City or department policy, rule, or regulation, the City shall be deemed to have satisfied its initial burden

of proving just cause for the particular punishment imposed by the City and the burden will shift to the employee and/or PBA to rebut the City's proof of just cause.

The employee and/or PBA may then produce evidence as to why just cause for the discipline imposed does not exist under the particular circumstances of the case by showing that (1) the employer did not conduct a thorough investigation prior to disciplining the employee, or (2) the employer has treated similarly situated employees in a disparate manner, or (3) the degree of discipline administered by the employer was not reasonably related to the seriousness of the employee's proven offense.



## **ARTICLE 28**

### **GRIEVANCE PROCEDURE**

Any claim by an employee, group of employees, or the PBA that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement, or any document incorporated herein by reference, shall be processed as a Grievance, with the exception that probationary employees and the PBA on their behalf may not file a grievance related to their discipline and/or discharge.

An employee may be accompanied by a PBA representative at each step of the Grievance procedure; however, nothing in this Article shall require the PBA to process Grievances from and on behalf of employees who are not dues-paying members.

Grievances shall be presented as set forth below:

Step 1. Within ten (10) business days from the time the employee or the PBA could have reasonably known of the occurrence giving rise to a Grievance, the employee and PBA representative (if applicable) shall first informally discuss the Grievance with the employee's immediate supervisor and/or the person at the next level in the chain of command. The supervisor shall reach a decision and communicate it to the employee and PBA ten (10) business days after the informal discussion occurs.

Step 2. Within ten (10) business days of the decision being communicated, if the employee and PBA are not satisfied the Grievance shall be presented in writing to the Public Safety Director and/or Deputy Police Chief. Ten (10) business days after receiving the written Grievance the Public Safety Director and/or Deputy Police Chief shall meet with the employee and PBA representative, and issue a written determination regarding the Grievance.

Grievances arising from suspensions for more than one (1) day will initiate at Step 2 and time limits prescribed therein shall apply.

Step 3. Within ten (10) business days of the Step 2 reply being issued, if the employee and PBA are not satisfied the Grievance shall be presented to the City Manager. Ten (10) business days after receiving the written Grievance, the City Manager or his designee shall meet with the employee and PBA and endeavor to reach an adjustment of the Grievance. A written answer shall be presented to the employee and PBA within fourteen (14) business days of the meeting with the City Manager or designee occurring.

Grievances relating to internal promotions and/or terminations will initiate at Step 3 and time limits prescribed therein shall apply.

If the employee and/or PBA are not satisfied with the Step 3 outcome, the PBA may proceed to Arbitration in accordance with the terms specified within this Agreement.

If at any time in the above described procedure the City does not respond within the prescribed time limits, the Grievance shall automatically proceed to the next step. If the employee and/or PBA do not adhere to the time limits set forth herein, the Grievance will be deemed dropped and will not be actionable.

The Association is authorized by the members covered in this agreement to enter into the settlement of grievance disputes on their behalf.

Time limits in this Grievance Procedure Article may be extended upon mutual, documented (i.e. written) consent of the parties.

Nothing in this Article precludes an employee from electing to use the City's Appellate Process procedure. However, once the choice is made, the employee cannot use both procedures for one set of facts and circumstances.

PBA representatives may investigate or otherwise handle Grievances during working time, as long as there is no unreasonable interference with the operational needs of the City. However, the City

shall not be obligated to pay employees for time spent in preparing for or attending Arbitration proceedings as articulated within this Agreement.

No employee shall suffer any retaliation for exercising their rights under this Agreement Article.



## **ARTICLE 29**

### **ARBITRATION**

In the event a Grievance has not been settled under the Grievance Procedure Article in this Agreement, the PBA shall have the right to Arbitrate said Grievance as herein provided:

1. A demand for Arbitration shall be made in writing within thirty (30) calendar days from and after receiving the City Manager's (or designee's) answer.
2. Within ten (10) business days of either party requesting Arbitration the parties may mutually agree on the selection of an Arbitrator. In the event that the parties cannot mutually agree on the selection of an Arbitrator within ten (10) business days of the Arbitration request, the party seeking Arbitration shall request a list of seven (7) Arbitrators from the Federal Mediation and Conciliation Service. The parties shall alternately strike the names from the list, with the PBA striking first, and the remaining name shall be the Arbitrator.
3. The Arbitrator shall promptly conduct the hearing on the Grievance at which both parties shall be permitted to give evidence and argument. The decision of the Arbitrator shall be rendered in writing and shall be final and binding on all parties. In addition:
  - a. The Arbitrator's decision shall be in writing, and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted.
  - b. The Arbitrator shall have no authority to determine any issue not expressly submitted to the arbitrator.
  - c. The Arbitrator shall limit his/her decision strictly to the application and interpretation of the specific provisions of this Agreement at issue in the Grievance.



4. The Arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:
  - a. No award for back pay shall exceed the amount of pay the employee would otherwise have earned at the regular rate of pay, including overtime, and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the Grievance under consideration and in no event more than the time limits permitted for initiation of the Grievance.
  - b. The award shall not exceed the actual loss to the grievant, will not include non-economic compensatory or punitive damages, and will be reduced by the amount of wages earned from other sources and/or unemployment compensation received by the employee during the period of time affected by the award.

In the event issues of arbitrability of the Grievance arise, the Arbitrator shall hear the issues of arbitrability before proceeding to the merits of the case. However, there shall be only one proceeding, unless otherwise requested by the Arbitrator, and the issues of arbitrability of the Grievance and merit shall not be bifurcated into two separate proceedings.

The costs of the Arbitrator and of the Arbitration, including a court reporter and any transcript of the Arbitration, shall be borne equally by both parties.

## **ARTICLE 30**

### **STRIKES AND LOCKOUTS**

The PBA agrees that during the life of this Agreement there shall not be any strikes within the meaning of Section 447.203(6) Florida Statutes, including sympathy strikes, honoring of picket lines, the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; 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 obligations of public employment or in response to a City filed charge of an Unfair Labor Practice. This provision shall not be construed to prohibit activities that are legally protected.

The City agrees during the life of this Agreement that it will not lock out employees from reporting to work.

It is the intent of the parties that either may have full and immediate resort to the courts to secure enforcement of this Article. Therefore, upon proof of a violation of this Article, any court of competent jurisdiction may issue a temporary restraining order and/or an injunction enforcing this Article as the parties agree any violation of this Article would and will cause irreparable injury.

## **ARTICLE 31**

### **LAYOFF AND RECALL**

The City shall notify the PBA no later than thirty (30) days prior to any decision to lay off any employee covered under this Agreement.

Employees shall be laid off in the inverse order of departmental seniority, except as limited below.

The City shall consider, but not be bound by, the following factor:

- Prior formal education and certifications relevant to the job.

If the foregoing factor is deemed substantially equal between two or more employees, date-of hire seniority will control.

Employees will be selected for recall based upon prior formal education, certifications, and departmental seniority.

## **ARTICLE 32**

### **CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES**

This Agreement, upon ratification, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

During the negotiations which resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, it is understood that both the City and PBA waive their right to modify, amend, or add to the terms of this Agreement except by mutual consent and that the terms of this Agreement constitute a complete understanding between the parties. However, amendments to this Agreement, if mutually agreed to by both parties hereto, may be made at any time, provided such amendments are reduced to writing, signed by the authorized representatives of the parties and submitted to ratification as required by law.



## **ARTICLE 33**

### **SAVINGS CLAUSE**

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 reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory 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, in accordance with Section 447.309(3), Florida Statutes; then such provision shall not be applicable, performed or enforced, but the remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

## **ARTICLE 34**

### **WINTER HAVEN POLICE OFFICERS' PENSION PLAN** **MUTUAL CONSENT FOR USE OF STATE PREMIUM TAX REVENUES**

The parties acknowledge that an election by the Winter Haven Police Officers' Pension Plan membership was held from March 8, 2016 to March 15, 2016 to determine the use of State Monies as it relates to the Police Officers' Pension funding. The members of the Plan voted to allow the City to use the Reserve State Monies to pay down the Unfunded Actuarial Liability and to use future State Monies to fund the benefits that are currently in place.

Pursuant to Chapter 2015-039, Florida Statutes, the parties to this agreement Mutually Consented to utilize all available Florida Statutes Chapter 185 State Premium Tax Revenues, including any and all monies in the Excess State Monies Reserve and any and all future State funding attributable to the Winter Haven Police Officers' Pension Plan.

## **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%.

The parties mutually agree that prior to October 1, 2020 they will return to the bargaining table to negotiate over wages for the respective fiscal year.

## **ARTICLE 36**

### **PROMOTIONS**

The promotional process shall be in accordance with WHPD General Order 34.1.

#### **Sergeant:**

The eligibility requirements to test for promotion to Sergeant are:

- A. A minimum of five (5) years as a full-time law enforcement police officer with the WHPD. The Chief may grant a waiver of service time for employees who will fulfill the service requirement within the validity of the eligibility list.
- B. Hold an Associate's Degree from an accredited college or university or possess a minimum of thirty (30) college credit hours towards an Associate's Degree and obtain an Associate's degree, or obtain sixty (60) college credit hours towards a Bachelor's degree or higher, from an accredited university or college within thirty-six (36) months after promotion. A Bachelor's degree is preferred.
- C. If the Bargaining Unit member fails to obtain the sixty (60) college credit hours towards a Bachelor's Degree or higher or obtain an Associate Degree within thirty-six (36) months after promotion, the Bargaining Unit member MUST be demoted by the Chief. There are no waivers for this section.
- D. Cannot be on disciplinary probation at the time of the testing process.
- E. Completion of a FDLE CJSTC Line Supervision Course.
- F. Active certification in law enforcement at the time the promotional exam is given.

#### **Chief's Discretion:**

The parties agree the Chief may make exceptions to the eligibility requirements listed in Item A in the above section if doing so would favor the employee.



## **ARTICLE 37**

### **DURATION – MODIFICATION - TERMINATION**

#### **Term:**

This Agreement, upon its ratification by all appropriate parties, shall become effective on October 1, 2019, and shall remain in full force and effect until 12:00 o'clock midnight on the 30<sup>th</sup> day of September 30, 2021.

Prior to October 1, 2020, the parties agree to reopen the Agreement for the purpose of negotiating wages and up to two (2) articles.

#### **Notices:**

Notices hereunder shall be given by registered or certified mail, and if by the City shall be addressed to the Association at 300 East Brevard Street, Tallahassee, Florida 32301; and if by the Association shall be addressed to the attention of the City Manager at P.O. Box 2277, Winter Haven, Florida 33883-2277. Either party may, by a like written notice, change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

#### **Emergencies:**

If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. It is understood that a declared emergency may be limited to specific geographic areas, in which case suspension of the terms of this Agreement as provided above, would apply only to those bargaining unit employees permanently or temporarily assigned to such areas.

IN WITNESS THEREOF, the parties hereto have hereunder set their hands and seals this (14<sup>th</sup>) day of October, 2019.

FLORIDA POLICE BENEVOLENT  
ASSOCIATION, Inc.

CITY OF WINTER HAVEN, FL

By:   
George Corwine

By:   
Mike Herr

Title: FL PBA Chief Negotiator

Title: City Manager

Date: October 4<sup>th</sup>, 2019

Date: October 14, 2019