

AGREEMENT

BETWEEN

THE TOWN OF LADY LAKE

AND

THE FLORIDA POLICE

BENEVOLENT ASSOCIATION

October 1, 2017 through September 30, 2019

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ARTICLE 1

RECOGNITION

The Town recognizes the Florida Police Benevolent Association, Inc. (PBA) also referred to as Union as the exclusive bargaining representative as defined in Chapter 447, Florida State Statutes, as amended, for all employees employed in the unit defined by the Public Employees Relations Commission (PERC), in Certification Number 1919, who shall be referred to in this agreement as "employees" or unit members.

10 All certified police officers and police sergeants employed by the Town of Lady
11 Lake, excluding all other employees of the Town of Lady Lake.

12 The Town will not be called upon to recognize the PBA as a bargaining agent for
13 any of the Town's employees other than those included in the certified unit set forth above,
14 in the absence of a new certification by the Florida Public Employees Relations
15 Commission (PERC). Clarifications of and amendments to the bargaining unit as defined
16 above shall be by mutual consent of the Town and the PBA, or in the case of a dispute,
17 by determination of PERC. This shall in no way restrict the right of the Town to create,
18 abolish, reclassify and/or modify job duties, descriptions or positions to the extent
19 permitted by law.

ARTICLE 2

REPRESENTATIVES OF PARTIES FOR BARGAINING PURPOSES

2.1

8 The Town agrees that during the term of this agreement it will deal only with the
9 authorized representatives of the PBA in all matters requiring mutual consent or other
10 official action called for by the agreement.

2.2

12 The PBA likewise agrees that during the term of this agreement, the PBA and the
13 employees covered hereunder shall deal only with the Town Manager or his or her
14 representative in matters requiring mutual consent or other action.
15

16

ARTICLE 3

MANAGEMENT RIGHTS

3.1

7 Except as specifically and expressly abridged, limited or modified by the written
8 terms of this Agreement, all of the rights, powers, and authority previously possessed or
9 enjoyed by the Town prior to this agreement are retained by the Town, and may be
10 exercised without prior notice or consultation with the PBA.

11 3.2 Nothing in this Agreement shall be construed so as to limit or impair the right of the
12 Town to exercise its sole and exclusive discretion on all of the following matters, providing
13 such exercise is consistent with the express terms of this Agreement:

1. To manage the Police Department and exercise sole and exclusive control and discretion over the organization and operations thereof.
2. To determine the purpose and functions of the Police Department.
3. To determine adopt, and revise such policies and programs, standards, rules and regulations as are deemed by the Town to be necessary for the operation/improvement of the Police Department, and to select, manage, direct and evaluate all management, supervisory, administrative and other personnel.
4. To alter or vary past practices that are management rights and otherwise take such measures as the Town may determine to be necessary to maintain order and efficiency relative to both the work force and the operation/services to be rendered thereby.
5. To set methods, means of operations and standards of service to be offered

1 by the Police Department,

2 6. To contract such operations/services to the extent deemed necessary,

3 practical and feasible by the Town; provided, however, that the Town

4 recognizes its obligation to negotiate the impact of such decisions.

5 7. To decide the number, location, design and maintenance of the Police

6 Department's facilities, supplies and equipment. To relocate, remodel or

7 revise operations and facilities as may be deemed necessary by the Town.

8 8. To determine the qualifications of all employees of the Police Department.

9 To select, examine, hire, classify, train, assign, schedule, direct, transfer,

10 promote, layoff, retain, and manage all employees of the department.

11 9. To discipline, suspend, demote and discharge any bargaining unit

12 employee for just cause.

13 10. To increase, reduce, change, modify or alter the size and composition of

14 the work force.

15 11. To determine the extent of its operations, to determine when any part of the

16 complete operation shall function or be halted, and to determine when,

17 where and to what extent operations/services shall be increased or

18 decreased.

19 12. To make, issue, publish, enforce and modify policies, procedures, rules and

20 regulations as the Town may from time to time deem best.

21 13. To determine the need for and utilization of employees, including part-time

22 employees, auxiliary personnel and other volunteers; provided, however,

23 that the Town will not layoff full-time employees to hire part-time employees.

1 3.3 All other rights to manage the Police Department and the operations, functions
2 and purposes thereof, which are not recited in or expressly limited by this Agreement, are
3 reserved exclusively to the Town.

4 3.4 If, in the sole discretion of the Town, it is determined that emergency conditions
5 exist, including, but not limited to, riots, civil disorders, severe weather conditions,
6 epidemics, public employee strikes, or other catastrophes, the provisions of this
7 Agreement may be suspended by the Town during the time of such emergency, provided
8 that wage rates shall not be suspended. If the emergency condition exists, the time
9 limitations set forth in the grievance procedure of this contract shall likewise be
10 suspended for the duration of the emergency.

11 The Federal Laws, together with all applicable General Laws of the State of
12 Florida, shall be supreme to this Agreement in all matters pertaining to or resulting from
13 any negotiations in such areas of discretion as to the Town's mission, budget, obligation
14 to its citizens, organization, assignment of personnel, tasks, duties, responsibilities, or the
15 technology required to perform work.

16 The Town has the sole, exclusive right to direct managerial, supervisory,
17 administrative personnel to perform any task in connection with the operation of the Police
18 Department.

19 The Town shall have the right, during the term of this Agreement, to terminate
20 selected service/operations permanently. In such event, all obligations hereunder to its
21 affected employees and to the PBA shall forthwith terminate. The Town shall also have
22 the right, from time to time during this Agreement, to suspend selected
23 services/operations in whole or in part.

1 3.5 It is expressly understood by and between the parties to this Agreement that the
2 Town shall not be deemed to have waived or modified any of the rights reserved to the
3 Town under this Article by not exercising said rights either in a particular matter or in a
4 particular manner.

5

ARTICLE 4

EQUAL EMPLOYMENT OPPORTUNITY/SEXUAL HARASSMENT

4.1

7 The Town of Lady Lake and the Union subscribe to the objectives of Title VII of the
8 Federal Civil Rights Act of 1964, as amended, Executive Order 11246, the Vietnam-ERA
9 Veterans' Readjustment Assistance Act of 1974, Age Discrimination in Employment Act
10 of 1967, the Rehabilitation Act of 1973, as amended, the 1991 Civil Rights Act, the
11 Americans with Disabilities Act of 1990, the Florida Civil Rights Act.

4.2

14 Members of the bargaining unit shall comply with the Town Sexual Harassment
15 Policy as approved and/or amended from time to time by the Town of Lady Lake
16 Commission. The parties agree that they will not illegally discriminate against any
17 employee because of race, color, sex, sexual orientation, national origin, religion, marital
18 status, disability, age, or any other factor violative of applicable state or federal law.

4.3

21 The parties recognize that the Town has established an internal procedure to
22 investigate and resolve alleged cases of discrimination and/or sexual harassment,
23 which is in addition to existing and adequate procedures established by the State of
24 Florida and federal government. Accordingly, it is agreed that allegations of
25 employment discrimination and or sexual harassment prohibited by this Article shall be
26 processed either through the Town's internal procedure, or in accordance with State or
27 Federal law, and cannot be processed through the contractual grievance procedure.

1 Any disciplinary action taken as a result of a compliant of discrimination and/or sexual
2 harassment may be grieved pursuant to the provisions of Article VI of this agreement.

3

4 4.4 All references in this Agreement of the female or male gender shall be construed
5 to include both the female and male genders and is used for convenience purposes
6 only.

7

8

ARTICLE 5

PROBATIONARY PERIOD

5.1

All newly hired employees shall be subject to a probationary period of one (1) year, which period they may be terminated or otherwise disciplined without cause.

5.2

The Town shall have the right to unilaterally extend the probationary period of a hired employee for one (1) additional ninety (90) day period. The Town shall notify employee of such action, in writing, prior to the expiration of his initial one (1) year probationary period.

53

The Town shall not promote employees who are in a probationary status

64

Disciplinary actions taken against newly hired probationary employees shall not be subject to the grievance procedure set forth in this Agreement.

ARTICLE 6

GRIEVANCE PROCEDURE

6.1 A grievance within the meaning of this Agreement shall consist of disputes about interpretations and applications of particular clauses of this Agreement and about alleged violations of this Agreement. Nothing in this Agreement shall preclude discussions between employees and the Town's supervisors or managers to attempt resolution of problems in employment. A performance appraisal that results in no merit increase shall be appealable to the HR Director to insure that the decision was not arbitrary and capricious. Results of performance appraisals are not subject to the grievance procedure. Complaints involving allegation of discrimination or harassment are likewise not subject to the grievance procedure. When employees are relieved of duty with pay pending investigation of an alleged infraction, such action is also not subject to the grievance procedure.

6.2 Every grievance hereunder must be in writing and specify: (a) the Article and Section alleged to have been violated; (b) a full and complete response specific detailed statement to the alleged conduct violating the Agreement; (c) the date, time and place of alleged conduct; (d) the identity of the individual(s) committing the alleged conduct; and (e) the remedy sought for the alleged violation. Failure to include all of this information in a grievance may subject the grievance to being considered null and void. Nothing precludes the employee from refiling the grievance as long as it is within the required time frame.

1 6.3 A grievance must be filed within seven (7) working days from the date of the
2 disciplinary action recommended or taken, or, in grievances not involving
3 disciplinary action, within five (5) working days from the date the employee could
4 reasonably be expected to have knowledge of the facts constituting the
5 grievance. Failure to file a grievance within the time required shall render the
6 grievance null and void.

7 6.4 For purposes of this Article, "working days" are defined as Monday through
8 Friday when filing Steps 1 and 2 and Monday through Thursday when filing at step
9 3. The term "filed" as used in this Article shall mean delivered and time stamped
10 at the appropriate step.

11 All time limits for filing and further processing of grievances as provided in
12 this Article shall be followed unless mutually extended in writing by the parties to
13 the Agreement. Any grievance not filed or appealed in compliance with said time
14 limits will be deemed settled and shall be foreclosed for all contractual and legal
15 purposes. A grievance not answered within the time limits in this Article shall
16 entitle the aggrieved employee to proceed to the next step.

17 6.5 The aggrieved employee may request representation by the Union at any
18 meeting where disciplinary action is an issue. However, at Steps 1 and 2, the
19 unavailability of a Union representative beyond twenty-four (24) hours shall not be
20 reason for extending any time limits of this Article. At Step 3, the unavailability of
21 a Union representative beyond seven (7) calendar days shall not be reason for
22 extending any time limits of this Article.

1 6.6 Nothing in this Agreement shall be construed to prohibit an employee if they
2 so choose from processing their own grievance without representation by the
3 Union where the adjustment, if any, of said grievance is not inconsistent with the
4 terms of this Agreement. The Town will notify the union of any grievances filed
5 where union representation is not requested. All grievances filed by an employee
6 shall be subject to the contractual grievance procedure provided by this Article,
7 unless the employee elects to use the grievance procedure provided under the
8 Town's Personnel Rules and Regulations. An employee must elect which
9 procedure he will use when the grievance is filed, and such election shall be
10 binding.

11 All grievances will be filed, investigated, presented, appealed and otherwise
12 processed under this Article during the off-duty hours of the aggrieved employee
13 and the off-duty hours of any Union representative(s) unless the Town agrees to
14 otherwise.

15 6.7 At any step of the grievance procedure, the Police Chief and/or the Town
16 Manager may appoint a person to act on his/her behalf.

17 6.8 For "class action" grievances (those filed on behalf of two (2) or more
18 employees), the grievance must include, in addition to the information otherwise
19 required under this Article, an identification of the class individuals on whose behalf
20 the class action grievance is filed. The PBA shall have the right to bring a class
21 action grievance on behalf of bargaining unit members in its own name concerning
22 disputes relating to interpretation or application of this Agreement. Such

1 grievances shall be initiated at Step 2. No class action may be filed on matters
2 involving discipline.

3 A grievance shall be processed in accordance with the following
4 procedures:

5 STEP 1 The aggrieved employee shall first discuss the grievance with his
6 or her Supervisor. The presentation of the grievance shall be documented in
7 writing. The Supervisor shall attempt to adjust the matter and/or respond to the
8 officer within seven (7) working days. In the event that a grievance concerns a
9 suspension or termination from employment, the grievance shall be initiated at
10 Step 2 below.

11 STEP 2 If the grievance has not been satisfactorily resolved at STEP 1, or
12 if the grievance involves a suspension, demotion or termination and is initiated at
13 Step 2, or if the grievance is a PBA class action grievance, the grievant and/or the
14 PBA representative, if so requested by the employee, shall reduce the grievance
15 to written form and present such written grievance to the Chief of Police or his/her
16 designee within seven (7) days from the time the Supervisor's response was due
17 in STEP 1, or in the case of a suspension, demotion or termination, seven (7) days
18 from the effective date of the action. The Chief of Police or his/her designee may
19 meet with the grievant and his representative to discuss the grievance within seven
20 days from the time the grievance was filed at Step 2. The Chief of Police or his/her
21 designee shall respond, in writing, not more seven (7) days from the date of the
22 meeting with the grievant or within ten (10 days) from the date the grievance was
23 filed at Step 2 and no meeting took place.

STEP 3 If the grievance has not been satisfactorily resolved in STEP 2, the aggrieved employee or PBA may present the grievance to the Town Manager or his/her designee seven (7) working days from the time the response of the Chief of Police is received or should have been received. The Town Manager or their designee shall meet with the grievant and the PBA's representative, if so requested by the employee, within fourteen (14) working days from the date the Town Manager receives the grievance. The Town Manager or his/her designee shall respond in writing to the grievant within fourteen (14) working days from the date of the meeting.

6.10 Arbitration

STEP 4 If the grievance has not been satisfactorily resolved within the grievance procedure, and it is a grievance not involving disciplinary action, the PBA may submit for arbitration no later than twenty (20) working days after the Town Manager's response is due in Step 3 of the grievance procedure, or is provided, whichever occurs first.

6.10:1 The PBA shall request the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) arbitrators who live in Florida or Georgia. The Town and the Union shall each alternately strike three of the persons so named and the seventh remaining person shall be the impartial arbitrator. The party bringing the arbitration shall strike the first name. Either party has the right to reject, entirely, the first panel provided by the Federal Mediation and Conciliation Service. Unless otherwise mutually agreed by the Union and the Town, the arbitrator shall hear only one (1) grievance at a time.

2 The arbitrator shall have no power to add to, disregard, subtract from or modify the terms of this Agreement or any amendments hereto; establish or change any wage or wage structure; or order any change in Town practice which is in violation of the express provisions of this Agreement.

3 In the event that a transcript of a hearing before an arbitrator is prepared, the party ordering the transcript shall pay the cost thereof. In the event more than one party desires a copy of the transcript, the cost of said transcript will be paid in proportion to the number of parties requesting the transcript. Neither the Union nor the aggrieved employee or anyone acting on his behalf shall attempt to avoid the cost of a transcript by requesting a copy of the transcript pursuant to the Public Records Act, or otherwise.

:4 Arbitrator's fees and expenses will be paid equally by the parties. Each party shall bear the expense of its own witnesses and its own representatives, as well as the cost of transcripts.

:5 Unless mutually agreed otherwise by the parties, the arbitrator shall render a written decision and opinion to the parties as soon as practicable, but in no event after thirty (30) calendar days from the submission of post-hearing briefs, if any, or within thirty (30) days of the close of the hearing if no briefs are to be submitted

:6 The decision of the arbitrator is final and binding on all parties to the arbitration and the grievance shall be considered resolved, except to the extent that the arbitrator's award is in violation of the provisions of this contract or the Florida Arbitration Act, or is not supported by competent, substantial evidence.

1 The arbitrator shall not construe this Agreement in any way which supersedes or
2 preempts applicable laws, ordinances, statutes, or the Town of Lady Lake.

3 6.11 Discipline Dispute Resolution Process (DDRP):

4 A DDRP affords an employee, who is subject of an administrative policy violation
5 and/or investigation that may lead to disciplinary action and the Police Department
6 an opportunity to internally mediate a mutually acceptable resolution prior to formal
7 disciplinary processes.

8
9
10 :1 The employee may request a Discipline Dispute Resolution Meeting (DDRM) at
11 any time prior to a final receipt of discipline or prior to filing a formal grievance. The
12 purpose of the meeting will be to discuss potential discipline and administrative charges
13 in order to determine if a consensus resolution can be reached on the appropriate
14 charges and discipline, if any. This is an informal process, therefore an employee may
15 not have legal representation involved on their behalf in the DDRP but shall be entitled
16 to a PBA representative to be present and participate. Should an executed resolution
17 agreement fail to be forthcoming from a DDRM effort, the matter will progress as if no
18 meeting had been held. Nothing discussed at the DDRM shall be binding upon any
19 party unless a final agreement has been signed by the employee and the Chief. Nothing
20 discussed at the meeting shall be used against the employee in the event a resolution
21 fails to be implemented. The parties agree that should information discussed at the
22 DDRM later be discovered independently, it may be used as long as the discovery is
23 not a direct result of the Chief or designee/s disclosing the information by having such
24 knowledge through the DDRM

1 :2 The requesting employee shall forward the request for a DDRM the Chief of Police
2 for his review. The Chief of Police will notify the requesting employee of an approval or
3 disapproval of the request in no later than seven (7) calendar days from date of receipt.

4 3 Should the PBA not be represented at the DDRM; or, if present and not in agreement
5 with the employee on the level of discipline accepted and agreed upon, the PBA will not be
6 held to the discipline accepted in any future cases. The PBA shall be notified of any final
7 agreement in all cases handled through a Discipline Dispute Resolution Process.

8 6.12.1 **Disciplinary Arbitration Panel**

9 For grievances involving disciplinary matters, if the matter has not been satisfactorily
10 resolved at Step 3 of this grievance procedure, the PBA may notify in writing, to the Town
11 Manager within twenty days after receipt of the Town's Manager's response to the
12 grievance at Step 3, to have the disciplinary matter heard by the Disciplinary Arbitration
13 Panel (DAP). Upon receipt of the notice the Town Manager or designee shall within seven
14 (7) days notify the Chair of the DAP to schedule a hearing within twenty (20) days of the
15 Town Manager's notification. The notification shall include the grievance form as well as
16 any relevant documents the parties may want to submit in advance to the Panel.

17 6.12:2 The DAP shall consist of three (3) individual residents and two alternate
18 residents of the Town of Lady Lake who make written application to be members of the
19 DAP and are selected and approved by the PBA. With concurrence by the Town
20 Commission.

21 10:3 DAP Members must be and have been residents of the Town of Lady Lake for at
22 least one (1) full calendar year prior to their application for Panel membership and

1 maintain their Town residency during their term as a panel member. Applicants shall
2 have had experience in labor relations, or human resources, or personnel management,
3 or similar related experience. The Town and the PBA may jointly agree to other
4 minimum qualifications for Panel membership. Any costs relating to the DAP shall be
5 the sole responsibility of the Town of Lady Lake. Any training provided to the DAP shall
6 be approved by the PBA and the Town. The Cost of training shall be split 50/50
7 between the Town and the PBA. Upon receipt in the Clerk's Office copies off all
8 applications must be forwarded to the PBA chief negotiator.

9 (1) A DAP member cannot be a current or former paid employee of the Town of
10 Lady Lake; and shall have no felony conviction(s).

11 (2) The initial empanelment shall consist of a staggered appointment time of one
12 1, 2 and 3 year terms. Thereafter, panel members shall be appointed for a three
13 (3) year term.

14 (3) The hearings before the DAP shall be open to the public. All hearings shall
15 be held in the Town Commission Chambers.

16 (4) Each party shall be afforded the opportunity to give an opening and closing
17 statement as well as cross-exam witnesses. The Panel shall also be able to ask
18 questions of the parties and witnesses. The hearing shall be conducted in a
19 manner to afford the parties the opportunity to fully present their arguments and
20 evidence.

21 (5) The majority decision of the DAP shall be final and binding on all of the
22 parties and shall be the last step in an administrative remedy.

1 6.10:4:1 (7) days prior to the hearing, the Town and the PBA shall file with the
2 Chair, and copy the other party, with a list of witnesses it intends to call.

3 6.10.4:2

4 The parties will agree on procedures that govern the board

5

ARTICLE 7

PROHIBITION OF STRIKES

The Union will not, under any circumstances or for any reason, call, encourage, prize, ratify or engage in any strike, slowdown, concerted abuse of sick leave, authorized picketing, or other interruption of work. The Union will also not participate in strike in sympathy for or in support of any other employees or union.

9 The bargaining unit employees will not, under any circumstances or for any reason,
10 call or encourage any strike, slowdown, concerted abuse of sick leave, unauthorized
11 picketing or other interruption of work. The bargaining unit employees will not engage in
12 such activities in sympathy for or in support of any other employees or union. Any violation
13 of this Section shall subject the employee to disciplinary action consistent with State
14 statutes.

15 "Unauthorized picketing", as used herein, shall mean any action which has the
16 effect of preventing employees from reporting to or continuing work.

1

ARTICLE 8

2
3 8.1

4 All sections of the Town's Personnel Rules and Regulation and the Police
5 Department's Police Procedural Manual, including any amendments thereto, are
6 applicable to the bargaining unit members unless there is an express conflict between the
7 Rules, Regulations, or Procedures and the Agreement, in which case this Agreement
8 shall apply. Rule and regulations shall be formulated and implemented by the Town
9 and/or the Department as deemed necessary for the operation of the Department.

10 8.2

11

12 The formulation of policies, rules and regulations shall be within the sole authority
13 of the Town, however, the Town agrees to review the policies, rules and regulations
14 governing police department employees as requested by the PBA with a committee
15 consisting of the Chief of Police or designee and no more than two (2) members of the
16 PBA Bargaining Unit selected by PBA members. The function of the committee is for
17 review purposes only, and this provision shall not be construed to grant authority to the
18 committee to approve, deny or modify said policies, rules and regulations. Furthermore,
19 implementation of the policies, rules and regulations shall not be contingent upon the
20 Committee's review. A date for the annual review will be mutually selected by the Town
21 and PBA Bargaining Unit. The committee: as provided herein and the review of policies,
22 rules and regulations shall not constitute a waiver by the PBA to bargain over the impact
23 of such changes as they may pertain to wages, hours, and terms of conditions of
24 employment.

1 8.3 Notification of any written rule impacting wages or benefits shall be provided to the
2 employees and union simultaneously and prior to the promulgation of the rule change by
3 posting the rule change on the PBA bulletin board. All such rule changes shall take effect
4 no less than seven (7) days from the date the rule is provided to the unit member and
5 Union unless exigent circumstances exist for the rule change to take effect immediately.
6 In such an instance, the posted notice shall clearly state that the rule shall become
7 effective immediately. Nothing herein shall be construed so as to limit the Town's
8 authority to make rules of employment, not inconsistent with this Agreement, according
9 to law.

11 8.4

12 Nothing in this article shall be construed as a waiver of the PBA's right to bargain
13 over any rule change which has the practical effect of altering the wages and benefits as
14 established by this agreement. In the event of such change, a request for bargaining
15 shall be provided to the Town within fifteen (15) calendar days of notification of the
16 proposed rule change.

18 8.5

19

20 The Town shall allow space within the confines of the police department for a
21 bulletin board for PBA notices.

22

23

ARTICLE 9

DISCIPLINE

9.1

7 With the exception of probationary employees, no employee shall be demoted,
8 suspended, dismissed, or otherwise disciplined without just cause. Cause shall include,
9 but not limited to, negligence, dereliction of duty, conduct prejudicial to good order and
10 discipline, inefficiency or inability to perform assigned duties, insubordination, willful
11 violation of the provisions of law or department rules, conduct unbecoming a public
12 employee, misconduct, drug abuse, or conviction of any felony or other crime involving
13 false statement or moral turpitude.

9.2

16 All employees, with the exception of probationary employees, shall have the right
17 to appeal demotions, suspensions, dismissals, internal investigations or other disciplinary
18 actions under the grievance procedure of this agreement. The Town shall furnish the
19 employee to be disciplined a written statement specifying in detail the reasons for the
20 discipline at the time the notice of discipline is given to the employee. Bargaining unit
21 members disciplined by demotion, suspension or dismissal shall be given the opportunity
22 to request a pre-disciplinary hearing (PDH) prior to the imposition of discipline

9.3

25 At the request of any law enforcement officer under investigation, he shall have
26 the right to be represented by counsel or any other representative of his choice at his own
27 expense, who may be present at all times during such interrogation whenever the
28 interrogation relates to the officer's continued fitness for law enforcement service (could

1 lead to disciplinary action,). The provisions of Chapter 112, Part VI, Florida Statutes, Law
2 Enforcement Officer's Bill of Rights and those rights shall be supplemental to the
3 grievance procedures contained herein. All law enforcement officers shall be advised of
4 their Garrity warning prior to making any statements. A form will be signed by the law
5 enforcement officer indicating that he/she has read and understands this provision.

6 9.4

7
8 Where an anonymous or unsigned complaint against a bargaining unit member is
9 made by someone outside of the Department, the Chief of Police may initiate an internal
10 investigation of such complaint where it involves allegations of criminal conduct or
11 serious policy violations.

12 9.5

13
14 All complaints against an employee shall be concluded by either a finding that the
15 complaint against the employee is unfounded, exonerated, not sustained, sustained: no
16 formal discipline, sustained: discipline, or policy review.

17

18 9.6

19
20 No dismissal, demotion, transfer, reassignment, or other personnel action which
21 might result in the loss of pay or benefits or which might otherwise be considered a
22 punitive measure shall be taken against any employee unless such employee is notified
23 of the nature of the action prior to the action becoming effective. No employee shall be
24 placed on leave without pay (non-paid suspension) until the employee has been afforded
25 an "appellate" hearing with the Town Manager for the purpose of reviewing the Chief's

1 decision. Not later than 10 days after the hearing, the Town Manager shall determine
2 whether to uphold or overturn the Chief's decision.

3 9.7

4

5 In accordance with Section 112.533, Florida Statues (referred to as the Law
6 Enforcement Bill of Rights), an officer who is the subject of a complaint may review the
7 complaint and all written statements made by the complainant and witnesses immediately
8 prior to the beginning of the investigative interview.

9 9.8

10

11 No law enforcement officer shall be discharged, disciplined, demoted, denied
12 promotion, transfer, or reassignment, or otherwise discriminated against in regard to
13 his/her employment or be threatened with any such treatment by reason of his/her
14 exercise of the rights set forth in this Article.

15

ARTICLE 10

Legal Proceedings

4 Any employee whose appearance is required in county or circuit court or for
5 depositions during the employee's off-duty time as the result of a matter arising out of the
6 course of his employment shall receive pay for two (2) hours or the actual time involved
7 in the court proceeding or deposition (including travel time if outside Lake County)
8 whichever is greater. Employees who receive witness checks for attending duty related
9 court appearances or depositions shall turn the checks over to the Town. If the employee
10 is required to travel (in their personal vehicle) outside of the county to attend court or a
11 court-related function, i.e. State Attorney Hearing or Deposition, the employee shall be
12 reimbursed at a rate as established by the IRS for actual miles from the employee's
13 residence and back.

14

ARTICLE 11

RECALL PAY / STAND-BY TIME

11.1

For the purpose of this section, "recall" is defined as any duty, detail, or response to a lawful order for which the employee can be disciplined for his failure to comply. Whenever an employee is recalled from PTO leave, those hours worked will be paid at the regular time or overtime rates, whichever is applicable, and those leave hours already worked will be included as hours worked in overtime calculations for that pay cycle.

11.2

When an employee is required and assigned to be available for immediate emergency recall (stand-by) at times that the employee is not otherwise on duty and the employee complies with the departmental regulations, the employee shall be compensated in accordance with the Fair Labor Standards Act. Stand-by time shall not be counted as hours of work for the purposes of calculating overtime.

ARTICLE 12

HOURS OF WORK, OVERTIME, AND COMPENSATORY TIME

12.1

5 The workweek shall be under one of the following shift options:

6 A – Unit members working in the Patrol Division shall work an 84 hours bi-weekly work
7 schedule (12 hour accruals)

8 B – Unit members assigned to work in CID shall normally work Monday thru Friday and
9 work four (4) nine hour shifts and one (1) 6 hour shift for a total of eighty-four (84) hours
10 in a fourteen (14) day work cycle. However, due to the nature of the work performed
11 by investigators, the work schedule may be altered by management or by the unit
12 member with concurrence from management. The new configuration, whether ~~wither~~
13 permanent or temporary, shall not affect the eight-four (84) hour total calculated for
14 overtime purposes.

15 Overtime is calculated and paid time and one-half (1 1/2) of the hourly rate when an
16 employee works beyond the 84-hour biweekly work schedule.

17 C. There will be 36 hours (4 days at 9 hours each) available annually for In Service
18 Training (IST). The training shall be provided and scheduled in quarterly training days.

12.2

20 No regularly scheduled workday shall be canceled for the sole purpose of avoiding
21 overtime pay, excluding the employee's request for a scheduled day off. There will be
22 no flexing of hours to avoid the payment of overtime unless requested by the member

1 and approved by the Chief of Police. All training shall be pre-approved by the chief or
2 his designee.

3 12.3

4 Shift bid selection for unit members in the patrol division shall be submitted thirty (30)
5 days in advance and will cover a one-year period starting in the first pay period in January.

6 There will be a mandatory rotation of the shift selected every four months until shift bids
7 are conducted once again in December. Twenty (20) days prior to each shift assignment
8 a shift roster shall be posted. Shift selection approved by the Chief of Police shall be
9 based on seniority and shall be granted when operationally possible.

10 :2 Along with the shift selection ballot, thirty (30) days prior to shift assignments or
11 at any time within the four-month period, any patrol officer requesting a specific shift
12 and/or days off, shall submit in writing, the reason for his/her selection through the Office
13 of the Chief. The criteria for shift selection shall be limited to the following in order of
14 importance; Operational necessity, seniority, education and family needs. When
15 deemed operationally necessary, the Chief of Police or his designee shall reassign any
16 officer(s) to any shift(s) without grievance. The Chief or his designee shall notify the
17 officer(s) of their reassignment five (5) days in advance or as soon operationally
18 possible.

19 :3 Officers assigned to specialized functions (i.e. Villages detail, CID, K9,
20 Administrative Sergeant shall not be affected by this section and shall not be required
21 to submit a bid selection unless reassigned to the Patrol division, at which time, the
22 provisions for shift selections set forth within this article shall be applied.

23 The Chief of Police shall reserve the right to alter the provisions of this article when

1 situations arise that could create a negative impact within the organization such as
2 conflicts of interest, workplace diversity, nepotism, or other serious personnel issues. The
3 Chief of Police or his designee shall meet and confer with the PBA Representative or his
4 designee should any member of the Department directly affected by any alteration of this
5 provision request such a meeting. It is agreed that with regard to members who are
6 negatively affected due to the above (conflicts, nepotism, etc.) the member with the least
7 seniority, when appropriate, should be considered first for the involuntary transfer.

8 12.4

9 (1) Employees may accrue compensatory time up to 48 hours for all overtime
10 hours worked, at the discretion of the Unit member. Compensatory time
11 must be scheduled and taken with the approval of the Chief of Police or
12 his designee. Comp time accrued after the 48-hour maximum will be paid
13 out to the employee.

14 (2) Compensatory time may also be accrued for any excess overtime worked
15 during any recall or court appearance if the maximum number of
16 compensatory hours is not exceeded.

17 (3) Compensatory time accrued by employees as of the effective date of this
18 agreement shall carry forward.

19
20 12.5

21 (1) Holidays shall be considered as time worked for the purpose of calculating
22 overtime. Vacation time that is pre-approved in accordance with Article 17,

1 Section 3 shall be considered as time worked for the purpose of calculating
2 overtime. All other non-working time (including personal day) shall not be
3 considered as time worked for the purpose of calculating overtime.

4 (2) As provided in Article II, whenever an employee is recalled from annual
5 leave or compensatory leave, those leave hours will be included as hours
6 worked in overtime calculations only.

7 12. 6

8 Any employee who is recalled to duty after having left for the day; or who is called in on
9 a regularly scheduled day off, i.e., annual leave day; or who is called in more than two (2)
10 hours prior to the start of his regularly scheduled tour of duty, shall receive pay for two (2)
11 hours or the actual time worked (excluding travel time), whichever is greater. This
12 provision shall not apply in those instances where the bargaining unit member is called
13 back to work to rectify his/her own error or omission which cannot wait until the bargaining
14 unit member's next shift. In such instances, the bargaining unit member shall be
15 compensated for the hours worked at straight time.

ARTICLE 13

EQUIPMENT AND UNIFORMS

13.1

7 The Town agrees to provide through a uniform vendor, at no cost to the employee,
8 sufficient uniforms necessary for the performance of the employee's duties. "Uniforms"
9 as used in this section shall include shirts, trousers, hats, raincoats, jackets, badges, and
10 nameplate. Additionally, the Town agrees to provide any member that is assigned to a
11 full-time investigator position with appropriate civilian attire and two (2) sets of uniforms.

12 The Town shall be responsible for contracting with a dry cleaning service, which service
13 shall provide pickup and delivery of uniforms at Town Hall.

132

16 Employees shall be furnished leather goods, belts, side arms, magazines, ASP
17
18 batons and handcuffs. Bulletproof vests shall be issued at the Town's expense to all
19 employees. Each October 1, unit members shall receive \$150 for duty approved
20 footwear.

13.3

22 The Town shall reimburse the employee up to \$100 for the value of any watch and
23 up to \$200 for any eye wear owned by the employee which are lost, destroyed or
24 damaged in the course of the employee's duties and not caused by the employee's
25 negligence as determined by the Chief of Police. The employee shall prepare and sign
26 a written report explaining the circumstances during which the item was lost, destroyed
27 or damaged, describing the item involved, and documenting the value of the item lost,
28

1 destroyed, or the extent of damage (and cost of repair if the cost of repair is less than the
2 cost of replacement).

3 The Town shall also replace any equipment issued to or used by the employee but
4 owned by the Town, i.e. radios, flashlights, bulletproof vests, etc., which are determined
5 by the Chief of Police to be no longer serviceable or to have become hazardous to use.

6 13.4

7 In the event a bargaining unit employee is found to have damaged, lost or
8 abused Town equipment as the result of an action that the Chief of police determines to
9 have been preventable, or an outside agency has ruled the employee was at fault, the
10 employee may be issued a written warning and will be subject to review by the Town
11 Safety Committee. If the employee has been found to have damaged, lost or abused
12 Town equipment a second time within a twelve (12) month period they may be issued a
13 one (1) day suspension without pay and will be required to reimburse the Town \$500 or
14 up to the value of the equipment whichever is less. Discipline will be determined by the
15 Chief of Police.

16 In instances where Town equipment is lost, damaged or abused due to a willful
17 and intentional act of the bargaining unit employee showing disregard of consequences;
18 as determined by the Chief of Police, the bargaining unit employee in the first instance
19 of such action may either be disciplined up to and including termination, or, in the
20 alternative, be given a written reprimand and required to reimburse the Town up to \$500
21 or the value of the equipment, whichever is less. Subsequent violations involving similar
22 actions may include disciplinary action as well as reimbursement to the Town as set
23 forth in this Section.

1
2

ARTICLE 14

WAGES

SECTION 1

8 Effective 10/01/2017 wage increases will be given in the amount of 2% for COLA and up
9 to 3% merit not to exceed 5%. All unit members employed on October 1st of the previous
10 year will receive the same percentage increase to base pay based on the same criteria
11 set forth and established for other Town employees; any employee hired after October
12 1st will receive a prorated increase based on length of service from October 1st of the
13 previous year through September 30th of the current year. Each following year shall be
14 subject to a reopeners on wages.

15 Effective October 1, 2017, the base pay ranges for unit members shall be as set below:

Police Officer/ Investigator

Minimum hourly	Annualized	Maximum hourly	Annualized
\$17.49	\$38,198.16	\$27.79	\$62,138.44

Police Corporal

Police Sergeant

\$20.12 \$43,942.08 \$31.96 \$71,462.56

ARTICLE 15

PROMOTIONS

15.1

7 :1 All vacancies in the rank of Police Corporal shall be filled on the basis of an
8 appointment by the Chief of Police in accordance with accepted law enforcement and
9 supervisory practices provided the candidate meets the criteria established in Section 2
10 of this article.

111

12 :2 All vacancies in the rank of Police Sergeant shall be filled on the basis of a
13 process administered by the Chief of Police in accordance with accepted law
14 enforcement and supervisory practices.

15 :3 The process shall include three components: (1) a written examination; (2) a
16 response to a written scenario/s; and (3) an oral interview. If an employee meets the
17 minimum eligibility requirements for promotion to the rank of Police Sergeant or if they
18 will become eligible during the time the eligibility list will be active, they will be allowed to
19 sit for the examination.

20

21 :4 Written Examination

22 For the written examination component of the promotional process, written
23 questions comprised of true/false, multiple choice, and fill-in-the-blank or
24 matching questions. The written examination shall be assigned a grade of
25 between 0% and 100%.
26

27
28

5 Response to Written Scenario(s)

1 For the written scenario component of the promotional process, the candidate will
2 be required to respond in writing to a written scenario(s). The response will be
3 graded by a panel comprised of at least three (3) individuals who are each sworn
4 law enforcement officers and whose rank is at least Sergeant or above, with no
5 more than one panel member from the Town's Police Department (the "Panel").
6

7 The written scenario(s) shall be assigned a grade of between 0% and 100%.

8 :6 Oral Interview
9

10 For the oral interview component of the promotional process, the candidate will be
11 interviewed and graded by the Panel. The candidate will be assigned a grade of
12 between 0% and 100%.

13 :7 Scoring

14 To obtain an overall score, the total score for each component shall be totaled and
15 the sum shall be divided by three (3). The resulting number shall be expressed as
16 a percentage and shall be the final score for each candidate.

17 :8 The promotional list shall be posted of those candidates who receive an
18 aggregate score of 75% or better on the three components of the promotional
19 process. Those rankings shall remain in effect for one (1) year from the date of
20 the posting.

21 :9 Selection

22 The Chief of Police shall fill Sergeant vacancies by selecting any of the
23 candidate(s) on the promotion list. Promotions shall be made within forty-five (45)
24 days of the vacancy, provided that the rankings are in effect at such time as the

1 vacancy occurs. In the event no candidates are on the promotions list at the time
2 the vacancy occurs, the promotion shall be made within forty-five (45) days of
3 completion of the promotional process referenced herein.

4

5

6 **15.2 Eligibility**

7

8 :1 The minimum eligibility requirements for the rank of Corporal, shall be as follows:

9

10 1. One (1) year continuous service with the Town of Lady Lake Police
11 Department, or

12 2. Two (2) years previous experience as a certified police officer and successful
13 completion of the Town's probationary period for newly hired employees; and

14 3. No documented disciplinary action (three or more written reprimands, a
15 suspension without pay or a demotion) within one-year period prior to the
16 vacancy being posted.

17 4. Must have obtained Florida Field Training Officer certification.

18

19 5. Appointment to the rank of "Corporal" is made by the Chief of Police based on
20 the recommendations of the Operations Bureau Captain and squad sergeants.

21

22

23

24 :2 The minimum eligibility requirements for the rank of Police Sergeant shall be as
25 follows in addition to successful completion of the promotional process above:

26

27 1. Three (3) years continuous service with the Town of Lady Lake Police
28 Department, or

2. Five (5) years previous experience as a certified police officer and successful completion of the Town's probationary period for newly hired employees and;
3. Must have obtained Florida Field Training Officer certification.
4. Fifteen (15) credit hours in Criminal Justice and/or completion of two (2) of the three (3) advanced courses:
 - Line Supervision or Middle Management
 - Writing and Reviewing Reports
 - Special Tactical Problems
5. No documented disciplinary action (three or more written reprimands, a suspension without pay or a demotion) within one-year period prior to the vacancy being posted.

15:3 Compensation

- :1 Upon appointment to the rank of Corporal, the bargaining unit member shall receive the base pay for Corporal or 4% above their current pay rate, whichever is greater.
- :2 Upon promotion to the rank of Sergeant, the bargaining unit member shall receive the base pay for Sergeant or 5% above their current pay rate, whichever is greater if the bargaining unit member is promoted from the rank of Corporal.
- :3 Upon promotion to the rank of Sergeant, the bargaining unit member shall receive the base pay for Sergeant or 9% above their current pay rate, whichever is greater if the bargaining unit member is promoted from the rank of the rank of Officer.

15.4 Probationary Status

1
2 All employees who are promoted to a new position shall be subject to a
3 probationary period of 180 days. The Town shall have the right to unilaterally extend this
4 probationary period for one (1) additional ninety (90) day period. Should such an
5 extension be imposed, this employee will be provided with written progress reports every
6 thirty (30) days. During this probationary period, such employees may be demoted to
7 their previous position without cause, but they may not be otherwise terminated or
8 disciplined except in accordance with the terms of this Agreement. For the purpose of
9 this Section, "promoted to a new position", shall mean any increase in the employee's
10 rank, pay grade (other than lateral transfer pay differentials) or supervisory duties.

11

ARTICLE 16

NON PRE-APPROVED LEAVE

16.1

Non pre-approved leave: Any sick leave instance for which no medical certification is provided.

16.2 Abuse of non-pre-approved leave:

1. Use of more than four (4) instances of unverified non pre-approved leave in a ninety (90) day period.
2. A pattern of unverified non pre-approved leave or use of unverified non pre-approved leave in combination with days off, holidays off, or other time off.
3. Any combination of 1 and 2 above.

16.3 Critical Attendance Employee:

1. Defined as any employee who abuses unverified non pre-approved leave as defined by 1, 2, or 3 above. Such employee will be placed on a critical list for three (3) months during which time medical certification will be required for approval of unverified non pre-approved leave. After the three (3) month period attendance will be reevaluated.
2. At the time of reevaluation, it will be determined whether unverified non pre-approved leave use has ceased and sick leave use has reached acceptable standards. If acceptable standards are not reached, disciplinary action may be warranted.

16.4

1
2 Non pre- approved leave may only be used for the following purposes subject to the
3 requirements set forth below.

4 1. Employees who qualify for leave under the 1993 Family Medical Leave Act shall
5 be entitled to the benefits provided under the Act.
6 2. Employees who are ill or injured, or who have a doctor's appointment.
7 3. Employees who have an immediate family member (for whom the employee is the
8 primary care giver) suffering from illness or injury, or who has a doctor's
9 appointment, provided an employee shall be allowed no more than three (3)
10 consecutive leave days for such purposes and must provide a physician's
11 statement or other proof documenting the absence.
12 4. An employee not on the critical list as defined (section 1) may be required to
13 provide a physician's statement or other proof documenting the absence.

14 16.5 EAP

15
16 :1 The Town shall institute an Employee Assistance Program (EAP) to assist unit
17 members with personal or emotional problems, whether arising out of work or non-work
18 situations, which may adversely affect the member's performance of his official job duties.
19 The Town shall pay the actual costs involved in establishing and maintaining the EAP
20 program.

21 :2 Any member may self-refer to the EAP for screening or for assistance. Voluntary
22 self- referrals to the EAP will be handled in accordance with the Town's EAP provisions
23 and the Town's Health Care Plan.

1 :3 Additionally, the Chief of Police may refer any member for EAP screening if he
2 reasonably believes that the member is suffering from a personal or emotional problem
3 which may adversely affect his job performance.

4 :4 Any member referred to EAP screening by the Chief of Police who refuses to
5 undergo said screening or who, after being screened and determined to be in need of
6 assistance from EAP, refuses to participate in that program, shall be subject to discipline
7 as provided for in this Agreement.

8 :5 Nothing contained in this Article shall be construed as allowing unit members to
9 use or possess any controlled substance. The use or possession of any controlled
10 substance by any unit member shall be grounds for immediate termination.

11 16.6

12 In order to receive pay for non-pre-approved leave an employee must notify the
13 Supervisor, Department Head or designee of the specific employee's department, at the
14 start of the work day which will be missed.

15 :1 PTO may be used for illness in the immediate family who has an emergency or
16 long-term illness. Immediate family is defined as: spouse, parent, grandparents, children,
17 grandchildren, brothers, sisters, stepchildren and stepparents of either the employee or
18 spouse and if living in the immediate household.

19 :2 An employee who calls in sick cannot charge it as a day of PTO unless there is no
20 sick leave accumulated in the Sick Leave Reserve Account.

ARTICLE 17

PTO

17.1

ELIGIBILITY AND RATE OF EARNING

Except as otherwise stated in this article, a bargaining unit member may not accrue more than a cumulative total of 492 hours of personal time off, hereinafter PTO. All accrued time in excess of 492 hours will be lost by the bargaining unit member if not used within the fiscal year. A bargaining unit member who has made reasonable attempts to use excess accruals and has been denied said requests shall submit a written request to the Director of Human Resources via the Chain of Command for authorization from the Human Resource Director and Town Manager to carry excess accruals into the next fiscal year.

84 hour bi-weekly work schedule (12 hour shifts)			
Years of Service	Hours Earned Per Month	Hours Earned Per Year	Maximum Hours Per Fiscal Year
	18	216	348
<i>Less than 5 years</i>			
5 to 10 years	20	240	420
10 to 15 years	23	276	520
15 to 20 years	25	300	540
20+	27	324	560

1 Each full-time employee will earn PTO credits monthly on the basis of the following
2 schedule from the first day of employment:

3
4 17.2

5
6 **CHARGING LEAVE**

7
8 A. PTO taken shall be recorded and charged in hours.
9
10 B. Holidays which occur during the period selected by the employee for PTO shall
11 not be charged against such PTO.
12
13 C. For purposes of determining overtime payments, authorized PTO hours that
14 are pre-approved pursuant to Section 3 below shall be counted as time worked.
15
16 D. After completing six (6) months of continuous service, the employee shall be
17 eligible to use earned PTO. Use of PTO prior to the completion of six months'
18 service requires the approval of the Town Manager.

19 17.3

20 **REQUEST FOR LEAVE**

21 A. PTO may be taken only after pre-approval by the Chief of Police Employees
22 must give fourteen (14) days' notice to take annual leave. The supervisor has
23 the discretion to eliminate this notice requirement provided the requested leave
24 does not cause a shortage below minimum personnel staffing.

1 17.4

2

3 ACCRUAL

4

5 A. An employee may carry over PTO from one year to the next as shown

6 in 17.1.

7 B. An employee may be paid for earned PTO in the following instances:

8 1. Separation

9 2. Each fiscal year an employee may sell back up to 84 hours
10 annually of accrued PTO provided they meet the following
11 criteria annually:

12 a. The employee must take a minimum of 48 hours of PTO
13 from September to August.

14 b. The employee must not have four (4) or more call ins or
15 other non-preapproved leave from 09/01-08/31. If the 4th
16 call in occurs in September, the employee will be ineligible
17 to participate in the buyback program the following year.

18 17.5

19 PAYMENT FOR UNUSED PTO

20

21 A. Employees' resigning voluntarily, quits with notice, or is terminated for
22 any reason, shall receive pay for all earned PTO up to 492 hours.

23 B. Employees who have less than six (6) months of continuous
24 employment are not entitled to payment for PTO upon separation.

1 C. Up to 492 hours of all earned PTO of employees who die while in the
2 service of the Town shall be paid to the spouse or estate of the
3 employee.

4 D. For PTO purposes, reinstated employees are considered new
5 employees.

6 E. Employees on lay-off status will receive pay for all accrued PTO up to
7 492 hours.

8 17.6

9

10 RECORDING LEAVE

11

12 The official record of PTO credits is maintained in the Finance department. Each
13 department shall receive an announcing of all leave earned, used, and total
14 remaining balance upon request.

ARTICLE 18

INSURANCE

6 18.1 The Town shall continue to provide each member of the unit with individual Life
7 and Health Insurance. The Town agrees to notify the PBA (president or designee) of
8 any changes in insurance benefits thirty (30) days prior to implementation if possible.
9 Bargaining unit members shall be entitled to the same benefits as other Town
10 employees.

11 18.2 In the event of an employee's death, while in the line of duty, the Town shall pay
12 the full cost of health insurance coverage for the employee's spouse and dependent
13 children as required under Section 112.19, Florida Statutes.

14 18.3 The Town shall offer optional dependent coverage to employees under the Town's
15 Health Insurance plan. The Town will notify the bargaining unit of any annual increases
16 to the premium for such dependent coverage which exceeds five percent (5%). The
17 notification by the Town will be provided thirty (30) days prior to implementation if
18 possible.

18.4 Employees (and their families, if covered) shall receive all health benefits effective
the first day of the month following the first thirty (30) days of employment.

21 18.5 The Town agrees to abide by Florida Statute 440, Worker's Compensation, as
22 required by law.

ARTICLE 19

LAYOFFS AND SENIORITY

5 19.1 In the case of a personnel reduction, the employee with the least seniority shall
6 be laid off first. No new employee shall be hired until the laid-off employee(s) has been
7 given the opportunity to return to work. Probationary employees shall be laid off before
8 regular full-time employees.

9 The Town will offer recall to laid-off employees by certified mail to the last known
10 address on file with the Town. If, without good cause, the laid-off employee fails to report
11 to the Town his/her intentions of returning to work within fifteen (15) calendar days after
12 mailing of said certified notice, tenure of service shall be broken.

13 19.2 For the purpose of this Agreement, Agency seniority is defined as the continuous
14 length of service as a sworn police officer with the Town of Lady Lake. For employees
15 hired on the same date, seniority shall be based upon the employee number assigned
16 to each employee at the time hired by the Town of Lady Lake with the lowest number
17 being senior.

18 Rank Seniority-means the amount of continuous full-time sworn law enforcement
19 service with the Town of Lady Lake in the rank of either Corporal or Sergeant and
20 commences from the time of the effective date of the newly assigned rank.

19.3 Agency or Rank seniority means privileges and other special considerations
afforded members of the certified bargaining unit and besides those considerations
incorporated in this Article, shall be used, but not limited to: vacations and holiday
selections and shift preferences.

1 19.4 Seniority shall continue to accrue during all types of leave except for a leave of
2 absence without pay for more than thirty (30) days. Seniority shall be lost upon the
3 occurrence of any of the following events:

4 A. Discharge
5 B. Resignation
6 C. Retirement
7 D. Unexcused failure to return to work upon expiration of a leave of absence
8 E. When an employee is laid off for more than eighteen (18) months

9

ARTICLE 20

EDUCATION

5 The Town's Professional Development Section of the Personnel Manual, with approved
6 changes, shall apply to all full-time employees of the Town of Lady Lake Police
7 Department.

ARTICLE 21

PENSION

21.1 The Town agrees to continue to maintain a local law pension plan for all unit members pursuant to the provisions set forth by Florida Statute 185.35. The Town shall negotiate with the PBA, any benefits and/or changes to the local pension plan as recommended by the members of the Pension Board, and submitted to the Commissioners for approval. The current employee contribution to the local pension plan shall not exceed 5%.

10 21.2 Per Section 185.02(4), Florida Statutes, the 300-hour annual limitation of overtime
11 that can be used when calculating retirement benefits will be applied on a fiscal year
12 basis.

13

14 21.3 Anyone who retires on or after the effective date of this contract and who receives
15 lump sum payments of PTO which would otherwise be included for pension purposes as
16 'salary' under the current definition may receive pension credit for such sums, subject to
17 the following:

18 The First-In First-Out (FIFO) method will be used. This means that the balance of
19 vacation time accrued and unused as of September 1, 2014 will be deemed the frozen
20 amount. This frozen amount cannot be increased and any vacation time taken after the
21 signing of this contract will reduce the initial frozen amount. Any remaining balance of
22 this initial frozen amount will be paid out upon termination of employment with the Town
23 of Lady Lake at the then current rate of pay and will be used in the pension credit
24 calculation. Any vacation hours accrued after the signing of this contract and unused at

1 the time of termination of employment with the Town of Lady Lake will be paid out at the
2 then current rate of pay but will not be used in the pension credit calculation.

3 **21.4 Share Plan**

4 Pursuant to state statutes, upon ratification and approval of this Agreement, a Share Plan
5 account shall be established for each current participant. The funding of the Share Plan
6 accounts shall be determined by the parties after reconciliation of any excess premium
7 taxes monies derived from Chapter 185 as of September 30, 2017 and beyond. Excess
8 State Monies from Reserve will be distributed as it becomes available in the following
9 manner:

10 :1 One-half will be used to reduce unfunded liabilities of the Police Officers'
11 Pension Fund and one-half will be used to create a share plan for existing Police Officers'
12 Pension Fund plan members who have a minimum of one (1) full year continuous service
13 immediately prior to the end of the Plan's fiscal year which ends on September 30th. The
14 methodology for allocation of the funds shall be that each qualified member shall receive
15 an equal amount of the declared excess premium tax monies (chapter 185.)

16

17

ARTICLE 22

HOLIDAYS

22.1

The following holidays shall constitute official paid holidays:

- New Year's Day
- Martin Luther King, Jr., Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Day

20 In addition to the holidays listed above employees will receive a Personal Day off and the
21 ability to obtain two wellness days by participating in the wellness program. These days
22 must be taken during the fiscal year. If the employee chooses not to use these days they
23 will not be carried over or be paid out. The additional days will not be counted as time
24 worked when calculating overtime.

25
26
27 22.2 If the actual holiday falls on an employee's off duty day, (s)he shall receive an
28 additional day compensation paid at the regular rate of pay.

29 22.3 If the employee works the actual holiday, he shall be compensated at the rate of time
30 and one-half his regular rate of pay for all hours worked in addition to his/her holiday pay.

31 22.4 If a bargaining unit member causes a shift to go below minimum staffing on a
32 holiday due to their unauthorized absence, he/she shall lose their holiday pay for that
33 day.

- 1 22.5 Shift (rotating) unit members shall observe the holidays on the day that they
- 2 Occur.
- 3 .5:1 Non-shift unit members (Monday – thru Friday) shall observe the holidays on the
- 4 day they occur, except when the holiday falls on a Saturday or Sunday. In those cases,
- 5 the preceding Friday or Monday will be their observed holiday.
- 6 22.6 If an employee is scheduled to work on a holiday but chooses to take leave, the
- 7 bargaining unit member shall only be paid for holiday pay.
- 8

ARTICLE 23

ASSIGNMENTS

4 23.1 The Chief of Police, in his discretion, may make lateral transfers (e.g. patrolman to
5 detective) of employees as necessary to fill the operational needs of the police
6 department. Lateral transfers shall not be considered promotions or demotions, and shall
7 not be subject to the grievance procedure of this agreement.

8 23.2 Officers assigned to the classification of detectives shall receive a differential pay
9 of five percent (5%) while working in that capacity.

10 23.3 Officers assigned as a canine handler shall receive a 4% pay differential, which is
11 given to compensate the canine handler for time spent caring for the dog outside of
12 normal working hours. The K-9 Officer will be allowed 2 hours of training per shift; the
13 training must be conducted at Town facilities. This training will be allowed to the extent
14 that it does not cause undue hardship and/or shift shortage. While training The K-9 Officer
15 will be subject to availability as the need arises.

ARTICLE 24

SAFETY

5 24.1 All unit members shall comply with the safety provisions of the police department
6 policies, rules and regulations.

7 24.2 Members of the bargaining unit shall comply with the Safety Incentive Plan and
8 Program as adopted, approved and/or amended from time to time by the Town of Lady
9 Lake Commission.

10 24.3 Bargaining unit members working shifts exceeding (8) eight hours shall receive
11 safety hours based on their regularly scheduled shift work.

ARTICLE 25

DRUG TESTING PROCEDURE

5 The Town's Drug Testing Policy Section of the Personnel Manual, with approved
6 changes, shall apply to all full-time employees of the Town of Lady Lake Police
7 Department effective December 15, 2003.

8

ARTICLE 26

PBA Time

4 The PBA representative or his designee shall be allowed up to four 48 hours a
5 year off to attend PBA conferences, meetings and seminars with no loss of pay or
6 benefits. The PBA representative or his designee shall be allowed to take up to eight (8)
7 additional days a year off to attend PBA conferences, meetings, and seminars, provided
8 that those days are deducted from the total accrued leave of the employee. Requests for
9 using this time shall be made in writing to the Chief of Police—with supporting
10 documentation.

ARTICLE 27

BEREAVEMENT LEAVE

27.1 All full-time employees may be granted, upon approval of the Chief of Police, up to three (3) contiguous working days off with pay per incident for the death of an immediate family member, one day must be the day of the funeral. A request for use of bereavement leave must be made in writing to the office of the Chief of Police.

9 27.2 For a death involving an immediate family member residing outside the state of
10 Florida, the employee will be granted up to four (4) working days off with pay.

11 27.3 Immediate family member is defined as the following: Father, Mother, Step Mother,
12 Step Father, Grandmother, Grandfather, Grandchild, Son, Daughter, Brother, Sister,
13 Spouse, Uncle, Aunt, Nephew, Niece, First Cousin, Step Son, Step Daughter, Step
14 Sister, Step Brother, Mother-in-Law, Father-in-Law, Brother-in-Law, Sister-in-Law.

15 27.4 Funeral leave shall not be construed as an automatic three (3) or four (4) days off,
16 whichever the case may be, but is limited to the time actually needed for the purpose.

17 27.5 The employee may be required to provide the Chief of Police with proof of death in
18 the immediate family, as defined, before compensation is approved.

19 27.6 If additional days are necessary to attend the funeral of a member of the immediate
20 family, accrued leave (except for sick time) may be used.

21 Accrued leave (except for sick time) may also be used for funeral leave for
22 individuals not considered immediate family by definition.

23 Bereavement leave Hours are not counted towards the calculation of overtime.

24

ARTICLE 28

HEALTH

28.1

Vaccination shots for Hepatitis A, B, and C prevention, Tetanus Vaccination, PPD, Tuberculosis, and HIV Screening and a baseline hearing test shall be made available for employees of the bargaining unit.

28.2

The Town shall pay for each sworn member of the Bargaining Unit to have a physical every three years until age 40, and not more than every year after age 40 as stated. The results of the physical shall be released by the unit bargaining member provided to the Town by the examining physician. The physical shall be administered by the Town's contract physician.

ARTICLE 29

SEVERABILITY & WAIVER

5 29.1 Each and every clause of this agreement shall be deemed separable from each
6 and every other clause of this agreement to the end that in the event that any clause or
7 clauses shall be finally determined to be in violation of any law, then and in that event
8 such clause or clauses only, to the extent only that any may be so in violation, shall be
9 deemed of no force and effect and unenforceable without impairing the validity and
10 enforceability of the rest of the contract including any and all provisions in the remainder
11 of any clause, sentence, or paragraph in which the offending language may appear.
12 29.2 The exercise or non-exercise of the rights covered by this agreement by the Town
13 or the PBA shall not be deemed to waive any such right or the exercise of them in the
14 future.

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ARTICLE 30

CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

5 30.1 The parties acknowledge and agree that during the negotiations which resulted in
6 this agreement, each had the unlimited right and opportunity to make demands and
7 proposals with respect to any subject or matter included by law within the area of
8 collective bargaining and that all the understandings and agreements arrived at by the
9 parties after the exercise of that right and opportunity are set forth in this agreement.

10 30.2 Therefore, the Town and the F.O.P., for the life of this agreement each voluntarily
11 and without qualification waive the right to require further collective bargaining, and each
12 agree that the other shall not be obligated to bargain collectively with respect to any matter
13 or subject not specifically referred to or covered by this agreement, whether or not such
14 matters have been discussed, even though such subjects or matters may not have been
15 within the knowledge or contemplation of either or both parties at the time that they
16 negotiated or signed this agreement.

17 30.3 This agreement contains the entire contract, understanding, undertaking, and
18 agreement of collective bargaining for and during its terms, except as may be otherwise
19 specifically provided herein.

20 30.4 Nothing herein shall preclude the Town and PBA from mutually agreeing in writing
21 to alter, amend, supplement, delete, enlarge or modify any provision of this Agreement.

ARTICLE 31

DURATION, MODIFICATION AND TERMINATION

This agreement shall be effective for the period of October 1, 2017 to September

6 30, 2019. Upon expiration of this Agreement, there will be no changes in wages until the
7 parties have reached agreement on a new contract or until the statutory impasse
8 procedures have been exhausted.

SIGNED this 19th day of MAR , 2018

TOWN:

Mayor

Town Manager

Town Manager

Town Clerk

PBA

Chief Negotiator

PBA BT Member

PBA BT Member

PBA BT Member