

City of Lakeland Police Department

And

*Florida State Fraternal Order of Police,
Lakeland Lodge 185*

*Collective Bargaining Agreement
for Police Sergeants
Expires September 30, 2022*

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PREAMBLE

This Agreement is entered into, by and between the City of Lakeland, Florida, which is hereinafter referred to as the "Employer", and the Florida State Fraternal Order of Police, hereinafter referred to as the "FOP".

ARTICLE 1. PURPOSE AND INTENT

Section 1. The purpose of this agreement is to ensure workplace peace and efficiency, enabling the City and its employees to provide continuing satisfactory services to its citizens, to establish an orderly and peaceful procedure for the resolution of grievances, and to set forth a basic understanding relative to rates of pay, hours of work and conditions of employment.

Section 2. The employees and management recognize that they are mutually dependent upon one another. Both are committed to public service and the success of that service. This success requires that both management and the employees work together. The City, the FOP and all employees are convinced that there is no reason why differences that may arise may not be peacefully and reasonably adjusted by sincere and patient efforts on the part of all.

Section 3. The FOP agrees that it will cooperate with the Employer through its agents and designated stewards by supporting the Employer's efforts to achieve a fair day's work by the employees covered by this Agreement, to actively combat absenteeism, and all other practices by employees, which restrict or tend to restrict productivity. The FOP further agrees that it will support the Employer in its efforts to (a) eliminate waste and damage; (b) conserve equipment and supplies; (c) improve standards and efficiency; (d) prevent accidents; and (e) strengthen good will. This section is intended to express the purpose of the Agreement, and shall not be considered to impose liability for monetary damages on the FOP, in any action in which the FOP

would not otherwise be liable, nor to impose any obligation on the Employer to make any expenditure not otherwise required by this Agreement.

ARTICLE 2.

ENTIRE AGREEMENT

Section 1. This Agreement constitutes the complete and entire agreement between the City and the FOP. The parties acknowledge that during, the negotiations which resulted in this Agreement, each 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, the City and the FOP, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other will not be obligated, to bargain collectively with respect to any subject or matter, except as specifically provided in this Agreement.

Section 2. Should the City exercise any management right, whether reserved to it by law or by this Agreement, the City shall notify the FOP of its intended action and, upon timely request, will negotiate with the FOP regarding the impact of such action on wages, hours, terms or conditions of employment. In such cases, the City shall not be prohibited from implementing its decision immediately, provided that if the City chooses to implement immediately, any agreements reached regarding the impact of its decision shall be made retroactive to the date of implementation.

Section 3. It is further understood and agreed that neither party hereto has been induced to enter into this Agreement by any representations or promises made by the other which are not expressly set forth herein and that this document correctly sets forth the effect of all preliminary negotiations, understandings, and agreements, and supersedes any previous agreements, whether written or verbal. This contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed, or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

ARTICLE 3.

SEVERABILITY

Each and every clause in the Agreement shall be deemed separable from each and every other clause of this Agreement. In the event that any clause or clauses shall be finally determined to be in violation of any law, such clause or clauses only shall be deemed of no force or effect and unenforceable without impairing the validity and enforceability of the rest of the contract including any and all provisions in the remainder of any clause, sentence or paragraph in which the offending language may appear.

The exercise or non-exercise of the rights covered by this Agreement by the City to its employees or agents or the FOP shall not be deemed to waive any such right or the right to exercise them in the future.

ARTICLE 4.

RECOGNITION

Section 1. The City hereby recognizes the FOP as the sole exclusive bargaining representative as defined in Chapter 447, Florida Statutes, as amended, for all employees employed in the unit defined by The Public Employee Relations Commission in its certification No. 1990, and including the Technical Unit Supervisor

Section 2. The Union is recognized as the sole and exclusive bargaining representative of: All sworn Police Officers below the rank of Lieutenant of the City of Lakeland Police Department; excluding all other employees of the City of Lakeland.

Section 3. The City may, in its discretion, enter into collateral agreements with individuals regarding performance of duties outside the Police Department, and in entering into such agreements, the City shall not be obligated to negotiate with the FOP regarding wages, hours or other conditions of employment applicable to such other or additional duties.

ARTICLE 5.

MANAGEMENT RIGHTS

Section 1. Except as expressly limited by any provision of this Agreement, the Employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not. The Employer's past or future failure to exercise any function or right hereby reserved to it, or its past or future exercising of any function or right in any particular way, shall not be deemed a waiver of its future right to exercise such function or right, nor preclude the Employer from exercising the same in some other way not in conflict with the express provisions of this Agreement.

Section 2. It is agreed that the management of the City alone shall have authority to determine and direct the policies, mode and methods of providing services, without any interference in the management and conduct of the City's business on the part of the FOP or any of its representatives. Except as expressly limited by a specific provision of this Agreement the City shall continue to have the exclusive right to take any action it deems necessary or appropriate on the management of its business and the direction of its work force. All inherent and common law management rights and functions which the City has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the City. Such rights exclusively reserved to the City shall include, but not be limited to:

- (a) the right to determine the size and composition of the its working force;
- (b) to determine the number and type of equipment, vehicles, machinery, materials, products, and supplies to be used and operated, distributed, or discontinued;
- (c) to hire, retire, promote, demote, evaluate, transfer, suspend, assign, direct, layoff and recall employees subject to the express limitations of this Agreement;
- (d) to reward or to reprimand, discharge or otherwise discipline employees subject to the express limitations of this Agreement;
- (e) to maintain and improve the efficiency of employees;

- (f) to determine job content, job descriptions and minimum training qualifications for job classifications, and the amount and type of work needed;
- (g) to engage in experimental and developmental projects;
- (h) to establish new jobs, abolish or change existing jobs, and increase or decrease the number of jobs or employees;
- (i) to determine the assignment of work (where, how, and by whom work will be done);
- (j) to schedule the hours and days to be worked on each job and each shift; make changes or modify work schedules, shift schedules;
- (k) to discontinue, transfer, or assign all or any part of its operations;
- (l) to open new facilities and transfer its operations or any part thereto to new facilities; to make time studies of workloads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies;
- (m) to expand, reduce, alter, combine, transfer, assign, cease, or create any job, job classification, department or function for operational purposes;
- (n) to institute, modify or terminate any bonus or work incentive pay plan;
- (o) to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to contract or subcontract existing and future work;
- (p) to make or change work rules, policies and practices such as, absenteeism, progressive discipline, or hiring policy not in direct conflict with the provisions of this Agreement;
- (q) to introduce new, different or improved methods, means and processes of police activity, transportation, maintenance, service and operation;
- (r) to make rules and regulations for the purpose of efficiencies, safe practices and discipline;
- (s) to determine the amount of overtime, if any, and assignment and requiring of overtime work,

- (t) to establish safety and security rules;
- (u) to introduce electronic processing equipment, data gathering equipment, or automated equipment, even though such equipment may displace bargaining unit employees;
- (v) to alter health plans, insurance carriers, policies, or administrators through which benefits may be provided;
- (w) to require employees to obey orders of supervisory personnel, whether or not such orders are considered by the employee to be in violation of the contract;
- (x) to correct safety hazards or unsafe working practices or conditions; and
- (y) to establish terms and conditions of employment, except as expressly modified or restricted by a specific provision of this Agreement.
- (z) to ensure compliance with all relevant federal, state or city or county laws or ordinances.

Section 3. Nothing in this Agreement shall be construed to limit, control, or affect in any way the relationship between the Employer and its managerial employees or any other individuals employed by the Employer who are not specifically covered by this Agreement.

Section 4. In interpreting this Agreement there shall be absolute and complete regard for the rights, responsibilities and prerogatives of management. This Agreement shall be so construed that there shall be no interference with such rights, responsibilities and prerogatives except as may be expressly provided in this Agreement.

Section 5. The City Commission has the sole authority to determine the purpose and mission of the City government and the amount of the budget to be adopted by the City Commission.

Section 6. If in the sole discretion of the City Manager, 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 Manager

during the time of the declared emergency provided that wage rates and monetary benefits shall not be suspended.

ARTICLE 6.

RULES AND REGULATIONS

Section 1. The FOP agrees that its members shall comply with all written Police Department rules and regulations (Written Directive System) and City of Lakeland Personnel Policies and Procedure Manual, including, but not limited to, those relating to conduct and work performance. The FOP agrees to member compliance to the above policies and procedures from the effective date of this Agreement. The City agrees not to seek indemnification from the FOP from any civil actions arising from the failure to follow the above-mentioned policies by a member.

Section 2. Representatives of the FOP will be allowed to have input into any changes in any future rules prior to implementation of any such rule or change. The FOP recognizes the right and responsibility of the City to review and improve any policy or procedure for the betterment of the Police Department. Furthermore, the FOP also recognizes the potential need for the City to add or delete policies and procedures as the need arises. The City agrees to notify the FOP in writing at least twenty-one (21) calendar days prior to any policy modification affecting a term or condition of employment of the bargaining unit employees to the Written Directive System of the Lakeland Police Department or the City of Lakeland Personnel Policies and Procedures Manual for the purpose of discussing such modifications. The Department and the City retains the right to make the final decision of promulgation and implementation of any rules or regulations not inconsistent with this Agreement, except for those modifications that would not have been made but for retaliatory and punitive motives.

Section 3. It is understood and agreed that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the bargaining unit may be required to perform duties in addition to those listed within job descriptions.

Section 4. Except where expressly modified by any provision of this Agreement, the Written Directive System of the Lakeland Police Department and the City of Lakeland Personnel Policies and Procedures Manual from the effective date of this Agreement shall govern the

relationship between the Employer and the employees covered by this Agreement. Any of the Police Department or City rules in conflict with this Agreement shall be of no force and effect.

Section 5. Any new rules or regulations made after the effective date of this Agreement which conflict with this Agreement may be made the subject of an appropriate grievance and may be taken to arbitration by the FOP as provided in the grievance and arbitration provisions of this Agreement.

Section 6. The members of the collective bargaining unit agree to comply with the City's Drug-Free Workplace and Drug Testing Policy, the General Order (G.O. 4-1 1) and in compliance with Florida Statutes 440.102.

ARTICLE 7. LABOR MANAGEMENT COMMITTEE

Section 1. Committee Members.

The FOP and the City shall maintain a joint labor management committee consisting of no more than seven (7) members; no more than three (3) of whom shall be appointed by the Police Chief; and no more than four (4) of whom shall be appointed by the FOP. The four (4) members appointed by the FOP shall consist of two (2) officers, one (1) sergeant and one (1) lieutenant.

The position of chairperson shall rotate between the City and the FOP on a semi- annual basis.

There shall be an ad hoc member from the Human Resources Department serving on the Committee.

Section 2. Committee Purpose.

The purpose of the committee shall be to discuss matters affecting the health, safety and working environment of bargaining unit members, the quality of police service to the community, and any other problems of a general nature.

The committee may adopt such rules of order, as it deems necessary including, the preparation of agendas and meeting minutes.

The committee may make recommendation(s) to the Police Chief concerning any issue(s) addressed by the committee.

It is recognized by the parties that the labor management committee is not a forum for collective bargaining, or for resolving specific grievances.

Section 3. Meetings.

The committee shall meet at least quarterly, and more often, if both the City and FOP agree.

The quarterly meetings shall be held upon ten (10) calendar days' notice by the Chairperson. If no notice is given, the quarterly meeting requirement shall be deemed waived for that quarter.

All other meetings shall be scheduled by mutual agreement of the parties.

Insofar as possible meetings shall be scheduled during normal business hours at a mutually agreeable time. However, meetings shall be outside the working hours of a participating bargaining unit member or the member may use FOP leave bank time as provided in Article 17. Attendance at a meeting outside of regular working hours shall not be deemed as time worked, nor compensable.

ARTICLE 8.

NO STRIKE

Section 1. The FOP agrees that during the term of this agreement, it shall not authorize, instigate, condone, excuse, ratify, support, or acquiesce in any strike, slow down or work stoppage likely to interfere with the efficient operation of the City's affairs engaged in or supported by members of the FOP and/or employees represented by the FOP or other agents or representatives of the FOP or its affiliates.

Section 2. Should the FOP breach this article, the City may proceed to the appropriate court and without notice, obtain an injunction against such breach; that the City may recover from the FOP or its successor in interest, such damages as may be incurred, together with punitive damages and attorney's fees; and that the City may take other action authorized or required by law.

Section 3. Should any employee participate in a breach of this article, they shall be subject to immediate disciplinary action up to and including dismissal. Reemployment of such individuals shall be consistent with the Florida Public Employees Relations Act.

The question of whether this article has been breached shall not be subject to the grievance procedure contained herein.

ARTICLE 9.

DISCIPLINE

Section 1. The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in providing proper and efficient services to the community. To this end, the City and the FOP encourage to the fullest degree, employee behavior which is positive and supportive of the goals of effective management and public safety. The parties recognize the need for progressive and appropriate discipline when an employee's conduct and job performance are inconsistent with said goals.

Section 2. No employee shall be disciplined except for just cause. Progressive, consistent, and appropriate discipline will be administered according to the seriousness of the offense.

Section 3. Corrective action may include:

- A. Training
- B. Counseling
- C. Written Reminder

Section 4. Supplemental actions may include (based on relevancy to the offense):

- A. Restitution
- B. Loss of Privileges
- C. Duty Reassignment

Section 5. Disciplinary action may include:

- A. Education-Based Alternative to Discipline Program
- B. Written Reprimand
- C. Suspension
- D. Demotion
- E. Dismissal

Section 6. Due Process Procedures

Pre-Disciplinary Procedures

A. When a member is subject to a discipline action that consists of a suspension without pay, demotion or dismissal, the member, or member's representative shall, upon request, be provided with a complete copy of the investigative file, including the final investigative report and all evidence.

B. The member will be given the opportunity to address the findings in the report before final imposition of any proposed disciplinary action that might result in loss of pay or benefits, a suspension without pay, demotion, or dismissal.

C. If the Chief or authorized designee intends to proceed with disciplinary action, the member shall be notified, in writing of this intention to proceed with disciplinary action. A written notice of the scheduled Pre-Disciplinary Hearing shall also be provided the subject member.

D. Prior to the imposition of any disciplinary action that might result in loss of pay or benefits, demotion or dismissal, the member will be afforded the opportunity to attend a Pre-Disciplinary Hearing and address the findings derived from the administrative investigation.

E. The Office of Professional Standards (OPS) will issue the member a Notice of Intent to Proceed with Disciplinary Action/Notice of Pre-Disciplinary Hearing form no less than (3) days prior to the date of the scheduled Pre-Disciplinary Hearing. The member shall sign the form and retain the original. A copy of this form will be placed into the applicable case file.

F. The member will be afforded the right to have their chosen representative (one attorney and/or union representative) present during the Hearing and to respond to the administrative charges and findings.

G. The Chief of Police, or designee, will conduct the Pre-Disciplinary Hearing. The member's Bureau commander and the department's General Counselor will also attend the hearing.

H. The Pre-Disciplinary Hearing will be recorded. A copy of the recording will be placed in the applicable investigative case file.

I. The member may waive their right to attend their Pre-Disciplinary Hearing. Members who do not intend to attend their Pre-Disciplinary Hearing are encouraged to provide notification to the OIC/OPS via official memorandum through their chain of command.

J. Pre-Disciplinary procedures are also addressed in the "Disciplinary Procedures" section of the City of Lakeland Personnel Policy and Procedure Manual and the "Discipline" article under the FOP Collective Bargaining Agreement. Nothing in the Article 9 will preclude questions to an officer at the scene of or shortly after an incident in order to carry out the law enforcement functions of the Police Department; provided that an officer may have union representation at the time of such questions, at the officer's discretion.

Administration of Discipline

A. The Chief of Police will make the final determination on all disciplinary actions that involve members of the Lakeland Police Department.

B. The Chief of Police should confer with the Director of Human Resources and City Manager to discuss the facts of the case prior to the administration of any disciplinary action resulting in unpaid suspension, demotion or dismissal.

C. Should the disciplinary action involve a written reprimand, unpaid suspension, demotion or dismissal, or other personnel action that might result in loss of pay or benefits, the Chief of Police will notify the member via a Notice of Final Determination to Discipline letter before such action is taken.

D. Formal disciplinary actions (Written Reprimands, unpaid Suspensions, Demotions, Dismissals) shall be documented on a City of Lakeland Disciplinary Action Form (DAF). The DAF will be signed by the member, member's chain of command, and other applicable personnel such as Human Resources and the City Manager.

Appeal Procedures

A. The Chief of Police will be the first level of appeal in all matters of imposed disciplinary action.

B. Appeals procedures in this agreement are also outlined in the City of Lakeland Personnel Policy and Procedure Manual

C. Employees have the right to appeal the entire basis for any disciplinary action.

Section 7. Law enforcement officers under investigation by their employing agency for a complaint filed against them are afforded specific rights as part of the investigation process. Those rights are fully delineated in Florida Statute 112.531 — 112.535 and are commonly referred to as the Florida Police Officers' Bill of Rights. Nothing in Sections 7 through 11 of this Article shall be construed as to create additional rights not established by state statute. Any subsequent changes in the statutory language which create rights greater than those outlined in the Article become applicable to administrative investigations. Any statutory changes which reduce the rights afforded to officers during administrative investigations shall supersede any rights outlined in this Article that were based on previous statutory language.

Section 8. At the request of a law enforcement officer under investigation, he or she shall have the rights to be represented by counsel or another representative of his or her choice, who shall be present all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service. It is the law enforcement officer's responsibility to notify the FOP of a request for representation.

Section 9. Notwithstanding the provisions of Florida Statute 112.533(2), whenever a law enforcement officer is subject to disciplinary action consisting of a suspension with loss of pay, demotion, or dismissal, the officer shall, upon request, be provided with a complete copy of the investigative report and supporting document and with the opportunity to address the findings in the report with the employing law enforcement agency prior to the imposition of the disciplinary action consisting of suspension with loss of pay, demotion, or dismissal. This section shall not apply in cases in which criminal charges are brought against the affected employee as a result of the departmental investigation. Records in all such cases must be obtained through the rules of discovery through the State Attorney's Office.

Section 10. No dismissal, demotion, transfer, reassignment, or other personnel action which results in loss of pay or benefits or which might otherwise be considered a punitive measure shall be taken against a law enforcement officer unless such officer is notified of action and the reason or reasons therefore prior to the effective date of such action. Law enforcement officers shall be furnished a copy of the Notice of Proposed Disciplinary Action Form.

Section 11. No law enforcement officer shall be discharged; disciplined; demoted; denied promotion, transfer, or reassignment; or otherwise discriminated against in regard to his or her employment, or threatened with any such treatment, by reason of his or her exercise of the rights granted in the section or applicable statutes.

ARTICLE 10.

HUMAN RESOURCES FILES

Section 1. Employees shall be permitted access to their individual, official Human Resources personnel file, which are maintained in Human Resources. All items contained in such files shall be available for review, except such matters as may be exempt from public disclosure under the Public Records Act. Such review shall be available to the employee at reasonable times, under the supervision of the designated records custodian.

Section 2. Employee evaluations and disciplinary actions will be maintained in the City's electronic records management system. The evaluations and disciplinary actions will be signed and dated by the individual and management personnel who review and approve them. Any document requiring an employee's signature will be placed in the employee's official Human Resources personnel file as soon as practicable.

Section 3. Employees may add any written comments they wish, will date and sign all written evaluations, and disciplinary actions in acknowledgement only that they have read and understand the contents and will be given a copy at that time. Should any additional written comments be added to such documents after employees sign and date the initial copy, then employees will be provided a copy containing the additional comments as soon as practicable. The employees may add any written comments they wish and will date and sign all such amended documents as acknowledgement only that they have read and understand the additional comments. Nothing herein shall preclude any individual from keeping his or her own files or records, or city records other than the official Human Resources file, including any records which relate or refer to unit employees. Furthermore, nothing herein shall be construed to limit in any manner the admissibility of any record or document in any arbitral or other proceeding.

Section 4. All employees shall be notified in writing when his/her personnel file is reviewed under the Public Records Act, Florida Statutes, Chapter 119, and the identity of the person reviewing the file if known.

ARTICLE 11.

GRIEVANCE PROCEDURE

Section 1. A grievance is defined as an allegation made during the term of this Agreement, or during negotiations of a successor contract, up to the time of declaration of impasse by any party, that the Employer or Union has violated a specific Article and Section of this Agreement, which includes all mandatory subjects of bargaining contained within the Lakeland Police Department Written Directive System and the City of Lakeland Personnel Policy and Procedure Manual. An action or inaction alleged to be a violation of the Agreement may be grieved on behalf of any and all bargaining unit members that have or may be affected by the action or inaction. If impasse is declared in negotiations for a successor agreement then no new grievances may be filed (except for discipline issues which may be filed until a new contract becomes in effect or until the impasse procedure is completed on any subject, whichever occurs first). Employees who are not members of the FOP may utilize the Grievance Procedure established by this Article, but the Union is in no way responsible for non-members' utilization of this Article.

Section 2. Under no circumstances shall there be a suspension or slowdown of work, or refusal to follow any instruction, on account of any grievance. Grievances shall be resolved at the lowest supervisory level possible, but only within the customary authority of each succeeding level of supervision. No grievance shall be considered unless it is processed in complete accordance with the following Steps. Grievances not timely submitted or which do not contain the required information and signatures shall be null and void.

Step 1. There shall be a discussion between the employee and the shift officer (Sergeant) concerning the specific Article and section of the Agreement alleged to have been violated within Fifteen (15) calendar days of the alleged violation. The employee shall submit a grievance from which has been mutually agreed upon by both parties. The grievance form shall specify the particular Article and Section of

the Agreement alleged to have been violated, shall contain a complete and detailed statement of the facts upon which the grievance is based, including the date of occurrence, shall specify the proposed remedy, shall be signed and dated by the bargaining unit employee(s), and by an FOP officer alleging the violation. If possible, the grievance should be resolved at this level. Upon receipt of the grievance, the Sergeant, or his/her designee, shall record the date and time the grievance was received, shall investigate the grievance, and provide a written proposal for resolution of the grievance or a written denial of the grievance within ten (10) calendar days of the date that the grievance was received. Grievances resulting from an action or inaction of the Lieutenant and beyond the authority of the shift officer (Sergeant) to resolve shall skip Step 1 and go directly to Step 2. Grievances resulting from an action or inaction of the Captain and beyond the authority of the shift officer (Sergeant) to resolve, shall skip Steps 1 and 2 and go directly to Step 3. Grievances resulting from an action or inaction by the Chief or the Assistant Chief and beyond the authority of the Captain to resolve, shall skip Steps 1 through 3 and go directly to Step 4.

Grievances initially filed at Steps 2 through 4 shall contain the same information as outlined in Steps 1 and 2 and be submitted within fifteen (15) calendar days of the occurrence of the incident(s) alleged to have violated the terms of the Agreement. Grievances submitted by non-FOP members of the bargaining unit do not have to contain FOP officer approval.

Step 2. Grievances not resolved in Step 1 shall be submitted in writing to the shift officer's Lieutenant or his/her designee within seven (7) calendar days of receipt of the Sergeant's written grievance response. Upon receipt of the grievance, the Lieutenant or the Lieutenant's designee shall record the date and time the

grievance was received, shall investigate the grievance, and provide a written proposal for resolution of the grievance or a written denial of the grievance within ten (10) calendar days of the day the grievance was received.

Step 3. Grievances not resolved in Steps 1 and 2 shall be submitted in writing to the Captain or his/her designee within seven (7) calendar days of receipt of the Lieutenant's written grievance response. Upon receipt of the grievance, the Captain or the Captain's designee shall record the date and time the grievance was received, shall investigate the grievance, and provide a written proposal for resolution of the grievance or a written denial of the grievance within ten (10) calendar days of the day the grievance was received.

Step 4. Grievances not resolved to the satisfaction of the FOP in Step 3 shall, within seven (7) calendar days of the date the Captain's answer was received, appeal the Captain's determination to the Police Chief or the Chief's designee. The Chief or Chief's designee shall provide the FOP with a written proposal for the resolution of the grievance or a written denial of the grievance within ten (10) calendar days of the day the appeal or grievance was received.

Step 5. If the grievance is not resolved to the satisfaction of the FOP in Step 4, the FOP shall, within seven (7) calendar days of the day of the decision by the Chief, or his designee, was received, request in writing the City Manager or designee to review the circumstances, facts and Step 1, Step 2, Step 3, and Step 4 decisions. The review shall be done within fourteen (14) calendar days of the day the City Manager receives the FOP's request for review and may include meetings with the FOP, aggrieved employee, witnesses, and others as deemed appropriate by the City Manager or designee. Within twenty-one (21) calendar days of the day the

grievance was submitted to the City Manager or designee; the City Manager or designee will provide the PBA with the City's final written decision.

Section 3. Submission to Arbitration. In the event any grievance, which has been timely brought under this Agreement, either the FOP (a grievant who is not a FOP member) or the Employer may demand arbitration by filing a request with the Federal Mediation and Conciliation service of the United States, with a copy to the other side by certified mail, return receipt requested, to submit the names of seven (7) approved regional arbitrators available to hear and decide the question involved. The party wishing to submit a grievance to arbitration must do so within Thirty (30) calendar days of receipt by the FOP of the decision in Step 5, or the right to pursue arbitration shall have been waived.

Section 4. The parties hereto acknowledge the importance of both the time limitations and the requirements for written grievances and appeals expressed in Sections 2 and 3 of this Article, and no grievance shall be considered or deemed to exist that is not reduced to writing in the manner specified, timely filed and pursued at each Step of the grievance procedure, and timely submitted to arbitration. Failure to initiate a grievance or appeal within the time limits in Sections 2 and 3, above, shall be deemed to be acceptance of the decision at that Step. A timely filed grievance not answered by management within the time limit prescribed shall be treated as a denial of the grievance and the grievance may be pursued to the next Step of the grievance procedure. Time limits may not be extended except by written mutual agreement signed by representatives of both parties, except that a request for extension by the FOP within the established time limits will automatically be granted for three (3) calendar days. The Employer's willingness to go through the grievance procedure and to submit the issue on the merits to an arbitrator shall not be interpreted as a waiver of any issue as to arbitrability. However, the Employer is not required and may not be forced to proceed with any grievance or arbitration where the time limitations and the requirements for written grievances and appeals expressed in

Sections 2 and 3, above, have not been fulfilled, nor when the grievance or arbitration involves rights reserved by the Employer under this Agreement.

Section 5. Absent permission from the Employer, grievances must be processed outside of the scheduled working hours of any employee involved in the grievance.

Section 6. The filing or pendency of any grievance under the provision of this Agreement shall in no way operate to impede, delay or interfere with the right of the Employer to take the action complained of subject, however, to the final disposition of the grievance.

ARTICLE 12.

ARBITRATION

Section 1. Upon receipt of the list of arbitrators from the Federal Mediation and Conciliation Service, the party requesting arbitration shall make the first strike from the list of arbitrators. The other party shall strike second, and then each party shall in turn strike one name until only one name remains. This person shall be selected as an impartial Arbitrator.

Section 2. If the parties do not agree upon a person to act as an arbitrator within thirty (30) calendar days after receiving such list of names, either party, prior to making its third strike, may request the Federal Mediation and Conciliation Service to submit a second list, from which names shall be stricken in accordance with section 1. Nothing in this article shall prevent the parties from agreeing upon a mutually acceptable arbitrator other than one on a panel supplied by FMCS.

Section 3. The grievance submitted to the arbitrator shall be based exclusively on the written grievance as submitted in Article 11, Section 2, of the Grievance Procedure. If on-duty personnel are subpoenaed to the arbitration hearing, they will be released from duty only for the time required to testify. No more than two employees will be released from duty at a time, unless the Employer authorizes the release of more than two; such authorization shall not be unreasonably withheld. Employees who voluntarily attend arbitration shall not be engaged in compensable work time.

Section 4. Any decision or award of the arbitrator shall be strictly limited to the interpretation of specific terms of this Agreement (as defined in Article 11, Section 1) and to a determination of whether the Employer violated a specific provision of this Agreement as alleged in the written grievance. The arbitrator shall not explicitly or implicitly change, amend, add to, subtract from, or otherwise alter or supplement any of its terms and conditions, nor depart from its terms in rendering a decision. The Employer's action shall be upheld if it is based upon

competent substantial evidence. The arbitrator shall confine himself exclusively to the question which is presented to him. The arbitrator's decision shall be final and binding upon both parties.

Section 5. The Employer may not be compelled to arbitrate any grievance not alleged to have occurred during the term of this Agreement or during the period of negotiations of the successor agreement or a newly ratified agreement. If impasse is declared in negotiations for a successor agreement, then no new grievances may be filed, though pending grievances and arbitrations will be processed (except for discipline issues on which grievances may be filed and arbitration pursued subject to Articles 11 and 12, but only until a new contract becomes in effect or until the impasse procedure is completed on any subject, whichever occurs first).

Section 6. Each side shall bear the cost of its own witnesses and representatives. The cost of room accommodations shall be divided equally between the parties. The fees and costs of the arbitrator shall be borne by the non-prevailing party. Any party requesting a transcript will bear its cost, unless otherwise agreed.

Section 7. The arbitrator shall have no authority to substitute his judgment for that of the Employer on an issue of management discretion, to assess any compensatory or punitive damages, to impose as a remedy any back pay to any employees or individuals who are not grievants, nor to limit or interfere in anyway with the powers, duties, and responsibilities of the Employer except as such powers, duties and responsibilities have been abridged, delegated or modified by the express provisions of this Agreement. No award of back pay to any grievant shall date back to a time prior to the date the grievance arose. All awards of back pay under this Agreement shall be offset by unemployment compensation benefits, workers compensation benefits (except medical), any and all earning which were or should have been earned by the grievant (i.e., the grievant has a duty to mitigate or minimize the damages and the Employer is not responsible for lost earnings to the extent that such loss could have been avoided had the grievant used reasonable care in seeking other employment to avoid or minimize the injury), and

any other compensation from other sources during any period of unemployment for which back pay is awarded.

ARTICLE 13.

LAYOFF AND RECALL

Section 1. Definition. Layoff is a reduction in the number of employees due to lack of work, lack of funds, or for any reason other than the acts or delinquencies of the employee. The City will lay off employees as hereinafter provided.

Section 2. Order of Layoff.

A. No regular non-probationary employee is to be laid off while a probationary or temporary employee is serving in the same classification.

B. Once the City determines that a layoff is necessary, the City will lay off employees in reverse order of their seniority within the Police Department. Should two or more employees have the same seniority, the order of layoff shall be based on performance as determined by the City.

C. The City may retain junior officers who are assigned to special duties or are on special assignment. When such special duties or assignments are completed, the most senior officer on the layoff list shall be notified of his/her right to displace such junior officer.

Section 3. Notice of Layoff. Employees being laid off shall be given fourteen (14) calendar days' written notice in advance or in lieu thereof, one (1) weeks' pay or a combination of days' notice or pay to be paid at the employee's current hourly base rate of pay. For example, if only seven (7) days' notice is provided, the City shall pay the employee two and a half (2 1/2) days of pay (one days' pay equals two working days' notice). The FOP shall be furnished a copy of such notice.

Section 4. Order of Recall. Employees shall be recalled from the layoff in reverse order of seniority provided that they are qualified to perform the work to which they are recalled. No new employee shall be hired for a position that an employee who was laid off, and otherwise eligible under this Article, would be qualified to perform.

Section 5. Employment Status. After twelve (12) months have passed since an employee was laid off, that employee will be removed from the preferential re-employment list. Additionally, when an employee who was placed on the re-employment list after a layoff, either rejects an offer of re-employment or requests that his/her name be removed from the reemployment list or otherwise removed due to death or disability, that employee shall no longer be considered eligible for re-employment with the Police Department.

Section 6. Benefit Status. During the period during which an employee remains on a preferential re-employment list, the employee shall not receive paid time off or termination payments (i.e. annual sick leave, sick leave, pension, longevity). All benefits shall cease during the layoff period. Health and life insurance for which the laid off employee would have otherwise been eligible may be continued at the employee's expense for the period of time the employee remains on the re-employment list or in accordance with the law, whichever is longer.

Section 7. Recall Procedures. The City shall notify employees to be recalled by United States First Class mail. All employees on layoff shall have the obligation of providing the City with their correct mailing address where such notice shall be mailed. A recalled employee shall immediately inform the City of his/her intent to accept or reject the recall offer. If the recalled employee does not respond to the recall offer within seven (7) calendar days after the City mailed the recall notice, or the employee notifies the City of acceptance of recall but fails to report at the specified time, or the employee accepts or rejects any employment with the City, or the employee has been on layoff for a period of one (1) year, the employee's name shall be removed from the re-employment list.

Section 8 Calculation of Benefits. An employee recalled following a layoff shall be allowed to include all service and seniority which was creditable on the date of layoff when computing their seniority. Service or seniority shall not accrue during the period of layoff. No benefits shall accrue during the layoff period.

Section 9. Layoff Not Disciplinary Action. Under no circumstances is a layoff considered a disciplinary action and in the event of any grievance based on provisions under this Article, such grievance must be based solely upon whether the layoff was conducted in accordance with the provisions of this Article.

ARTICLE 14.

EDUCATIONAL ASSISTANCE

It is the policy of the City to make opportunities available to employees for training, career development and advancement consistent with individual ability, performance and the requirements of the City.

Regular full-time employees who have completed twelve (12) months of continuous service with the City are eligible to apply for tuition reimbursement in accordance with the following:

Eligible courses must be offered by an accredited college, university, vocational school or correspondence school, or courses approved by Police Administration.

Reimbursement will be limited to no more than \$2,000.00 per fiscal year for any individual employee; however, should during the term of this agreement, the compensation structure be increased for general employees, bargaining unit employees will also be subject to receive this increase. Educational reimbursement shall be based on the following criteria:

A. Full tuition is available for course work that is directly related to the employee's current job classification with the City.

B. Full tuition is available for course work, which is directly related to other job classifications with the City that will enhance the employee's opportunity for advancement to those classifications.

The employee shall initiate an "Application for Educational Assistance" at least two weeks prior to the beginning of classes along with the student schedule and fee receipt showing the amount of tuition paid. This form will be completed and sent through the supervisor to the Department Director who will indicate approval or disapproval. If approved by the Department Director, this form will be forwarded to the Human Resources Department for final approval or disapproval. The original application for Educational Assistance will be maintained in the Human

Resources Department and signed copies will be returned for the Department Director and the Employee.

After completion of the approved course(s), and the employee submits a transcript indicating successful completion with final grade(s) of "C" or better or a certificate of satisfactory completion, the employee will be reimbursed according to the approved "Application for Educational Assistance."

General Provisions:

A. Tuition and fees are the only costs eligible for reimbursement. The cost of books and/or supplies are not eligible.

B. The employee will be required to reimburse the City for course tuition received if the employee leaves employment of the City within one year from the time the employee receives reimbursement from the City. Employees that retire from employment with the City due to injuries incurred in the course of their duty are exempt from this provision.

C. If an employee resigns or terminates for any reason, other than retirement or force retirement due to a job-related injury, prior to receiving a refund, there shall be no obligation on the part of the City to refund any part of this expense.

D. The City will not pay the cost of tuition, which has been or will be paid for by sources such as grants, scholarships, or other subsidies.

E. Whenever training is required by the City, all tuition costs will be paid by the City.

F. Under arrangements reviewed by the Human Resources Department, Police Administration may allow time off with pay to allow employees to attend area colleges under the following conditions:

1. Courses are job related. This will be determined by Police Administration and the Human Resources Department.

2. The employee can be spared from the job.

3. Courses are not available during off-duty hours.
4. No overtime is caused by the employee's absence.
5. No more than eight (8) hours per week are involved.
6. Any time off with pay must be made up by the employee during the regular

work week at times agreed by the Department Director or designee.

7. An employee desiring time off with pay for educational purposes must request and justify such time off in writing and obtain prior written approval from his/her supervisor, Department Director, and the Human Resources Department.

ARTICLE 15.

NO DISCRIMINATION

With respect to FOP membership or activities, both parties will respect the rights of the employees, meaning that the unit employees are free to join the FOP and participate in its activities if they want to, and they are also free as individuals to reject FOP membership and to refuse to support the FOP or pay dues to it, without being subjected to any kind of harassment or retaliation.

ARTICLE 16. EMPLOYMENT OF RELATIVES OR SIGNIFICANT OTHERS

For purposes of this section, a Relative is defined to include spouses, parents, children, brothers, sisters, brothers- and sisters-in-law, fathers-in-law and mothers-in-law, stepparents, stepbrothers, stepsisters, and stepchildren, half-brother, half-sister and members who are the biological or adoptive parents of the same person. This section also applies to Significant Others, defined as individuals who are not legally related but who reside with another employee, are common law or life partners, and/or are engaged in a social/romantic relationship that could result in or has led to conflicts affecting the City (this does not include purely platonic "room-mate" type arrangements).

Employment of Relatives or Significant Others in the same area of the City can cause serious conflicts and problems with favoritism and employee morale. In these circumstances, all parties, including supervisors, leave themselves open to charges of inequitable consideration and nepotism in decisions concerning work assignments, transfer opportunities, time-off privileges, training and development opportunities, performance evaluations, promotions, demotions, disciplinary actions, and discharge.

In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

It is this City's policy that Relatives or Significant Others of persons currently employed by the City may be hired only if they will not be working directly for or supervising a Relative or Significant Other, or will not occupy a position in the same chain of command within the City.

If already employed, they cannot be transferred into such a reporting relationship. If the Relative or Significant Others relationship is established after employment, the individuals concerned will decide who is to be transferred to an available position for which the individual is qualified, or resignation from employment, subject to City approval. If that decision is not made within 30 calendar days, management will decide.

In other cases, where conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

ARTICLE 17.

DUES CHECK-OFF

Section 1. The Employer agrees to deduct bi-weekly from the earnings of its employees who have signed individual authorization cards, supplied by the FOP, and to remit the same to the duly designated officer of the FOP, until such time as the employee resigns his/her membership in the FOP or otherwise revokes his/her dues deduction authorization in writing to the Employer and the FOP with 30 days' advance notice.

Section 2. Should the dues deduction authorization form executed by any employee conflict with any state or federal law in any respect, the Employer shall be relieved from honoring such authorization.

Section 3. The FOP agrees that there shall be no liability on the part of the Employer for the collection of any unpaid dues which may be due the FOP from any employee who, because of absence from work or termination of employment, has insufficient wages payable to him/her at the regular time the dues are to be deducted from which to make such deduction. The FOP shall indemnify and save the Employer harmless against any and all claims, demands, suits, judgments, or other forms of liability or expense, that may be incurred or necessitated by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article.

Section 4. The Employer shall not be required to collect FOP dues in arrears. Any change in dues made by the FOP will be made effective after a thirty (30) day written notice by the FOP's Secretary/Treasurer or designee to the Employer.

ARTICLE 18.

ACCESS TO PREMISES

FOP representatives who are not employees of the City may be permitted access to the Police Department for the purpose of administering this Agreement and/or under the provisions of the Police Officers' Bill of Rights, and to public areas of the Police Department. No such access shall be used for organizational purposes, and no such access shall be permitted to interfere with the performance of work. Access to restricted areas may be given upon reasonable advance notice to the Chief of Police or designee, provided that the FOP representative must be accompanied by an escort assigned by the Chief of Police or designee. Except as provided in this Article, no access shall be given to FOP representatives without the express written consent of the Chief of Police or designee.

ARTICLE 19. FOP REPRESENTATIVES WITHIN THE LAKELAND POLICE DEPARTMENT

Section 1. Starting from the Effective Date of this Agreement and continuing every year thereafter, the FOP shall designate two (2) representatives and four (4) alternates ("FOP Representatives") from the pool of employees covered by this Agreement for the purpose of conducting FOP business, which may include processing grievances or representation of bargaining unit employees in pre-disciplinary hearings or internal affairs investigations provided that members of the bargaining unit request such representation. These designated individuals will be the only individuals recognized as FOP Representatives within the bargaining unit.

Section 2. FOP Representatives shall have the right to request time off to conduct the aforementioned FOP business provided that such request be made with five (5) days advanced notice. The five (5) day notice requirement shall be waived for occasional legitimate emergencies, which shall not be abused. Such request shall be made to the Chief of Police or designee and shall not be unreasonably withheld. At no time, shall more than two (2) FOP Representatives be allowed time off from work pursuant to this Article at any one time.

Section 3. FOP members will have an opportunity to donate a requested minimum 10 hours of annual leave throughout the fiscal year, which shall be transferred from the FOP member's annual leave balance at each FOP member's rate of pay to the FOP leave bank. Leave taken pursuant to this Article must be taken from the FOP leave bank at each FOP Representatives' rate of pay. Any currency balance remaining in the FOP leave bank at the end of the fiscal year shall be transferred to the FOP leave bank for the following fiscal year. Union leave, as with other approved leave, does not count as hours worked for the purposes of calculating overtime and it shall not be considered or result in premium pay for any purpose.

Section 4. The City and the FOP agree that the number of paid hours for the Officers, Sergeants, and Lieutenants bargaining units will be combined and utilized as one FOP leave

bank, with a maximum aggregate number of paid hours to be used under this Article not to exceed four hundred fifty (450) hours during any fiscal year.

Section 5. The City and the FOP agree that the existing PBA leave bank will be transferred to the FOP and administered by the FOP in accordance with the provisions of this Article.

ARTICLE 20. EXTRA DUTY EMPLOYMENT POLICIES AND PROCEDURES

The Lakeland Police Department has deemed the Off-Duty Police Security, when operating outside headquarters could pose a potential "conflict of interest". Therefore, the Lakeland Police Department has a new policy; making it mandatory that all Police Security be routed through the department. They do not condone private arrangements of any kind with the exception of Summit Consulting and the Lakes Church Security — Private Duty Employment details that have been continued. No further Private-Duty Employment will be approved.

Section 1. Purpose. This article will define policy and establish procedures pertaining to the administration of the Lakeland Police Department Extra Duty Employment Program. Further, this directive establishes procedures by which private citizens, businesses, and organizations will secure extra duty police services; procedures which assure that officers are physically and mentally prepared to fulfill their primary on-duty assignments; and other important information relating to the Lakeland Police Department Extra Duty Program.

Section 2. Discussion. Extra Duty work by officers is not an inherent right, but a privilege that can be granted at the discretion of the department. The primary obligation and responsibility for all Lakeland Police Department (LPD) personnel is their on-duty assignment. LPD allows its officers to participate in outside employment through the department's extra duty program. However, in order to ensure that all police officers are in optimal physical and mental conditions to carry out their duties and to ensure that law enforcement is the officer's primary concern, it is the policy of the Lakeland Police Department that extra duty employment performed by LPD officers shall be regulated according to the Department's Policies and Procedures. LPD officers are prohibited from soliciting extra duty employment and any officer who continues to do so is in violation of the Lakeland Police Department Standard Operating Procedure.

This article is provided with the understanding that The Fair Labor Standards Act (FLSA) makes provision for law enforcement officers to work in a law enforcement capacity for separate and

independent employer during their extra duty hours. The FLSA provides that these hours of work for a separate and independent employer are not combined with the hours of work for the primary public agency employer (City of Lakeland) for the purposes of overtime compensation. However, the provision applies only when the work is performed solely at the employee's option and that the regulations permit the primary employer (City of Lakeland) to facilitate extra duty employment. This would include determining the rate of pay, and retaining administrative fees for expenses. It also requires that the separate and independent employer pay for services directly to the department and establishes procedures for officers to receive pay through the agency's payroll system. This applies even if laws or ordinances require that such work be at the option of the officer. Any officer who does not desire extra duty work shall be free to decline work when offered by the Coordinator. Accordingly, when an officer does not accept extra duty work it shall be considered to be at the employee's option. The Coordinator shall only assign work in this voluntary manner and shall also assign work only for jobs for separate and independent employers. Any questions regarding the status of an employer as a separate and independent employer shall be resolved by the Coordinator through LPD's General Counsel and/or the city attorney's office prior to the assignment of work. The Chief of Police or designee reserves the exclusive right to authorize, on an interim basis, extra duty assignments to individual units and personnel in order to meet unique circumstances that serve the best interests of the department.

The Chief of Police has the authority to establish rates to be charged for assignment of officers and use of vehicles. The extra duty coordinator will compile and distribute a current rate schedule. This schedule shall be reviewed annually and be effective at the beginning of the City of Lakeland fiscal year. The minimum charge for any extra duty assignment will be three hours of service at the appropriate rate. Only the Chief of Police has the authority to extend or reduce the minimum hours of service on an assignment and the customer will pay the extended or reduced minimum. Note: Extra duty officers remain under the exclusive control of the department and

accountable for strict adherence to department rules and regulations. Any conflicting rules from employers must be disregarded.

Sign—up procedures will be coordinated through the Special Events Office and be done in the most fair and equitable manner. Initial selection of details for Flat Rate and Special Rate will be seniority based. When unfilled details are moved to "open selection", they will be first come, first serve as established procedure. City Overtime Details will be filled based on position required for the job and seniority of rank first. (Example — If the detail calls for officer slots, then only officers will be eligible for the detail until moved to "open selection". This is done in fairness to the customer who is being billed overtime rates for the member working the detail. If a City overtime detail requires a supervisor, it will be filled based on seniority in rank for the position posted.)

Section 3. DEFINITIONS:

A. Customer: Citizen, business, or entity that has been approved by the Extra Duty Office to have LPD officers work for them as extra duty employment.

B. Extra Duty Coordinator: The person who will coordinate the filling of assignments created by requests from citizens, businesses, and organizations with officers who volunteer for extra duty employment.

C. Extra Duty Employment: Any employment of a LPD officer, while not on duty, which is predicated on the actual or potential uses of the police officer's law enforcement powers.

D. Extra Duty Special and Non-Special Event Application: A form provided by the customer describing the rules and expectations that will be requested of the officer.

E. Extra Duty Sign Up System: An internet-based software system by which sworn personnel may sign up for extra duty details.

F. Large Scale/Special Assignment: An assignment designated by the Chief of Police or extra duty coordinator to be planned by a supervisor for the Extra Duty Office.

G. Off Duty Employment: Any outside employment of a police officer, which is not, predicated on the actual or potential use of the officer's law enforcement powers.

H. Extra-Duty Outside Jurisdiction: The Chief of Police has the authority to approve extra-duty employment to law enforcement agencies outside LPD's jurisdiction through a Mutual Aid Agreement for events such as Gasparilla where LPD assists the Tampa Police Department.

I. Courtesy Officer: Employment of a sworn member by an apartment or residential community for the provision of on-site security services in exchange for reduced or free rent for the officer as the residential area.

J. Private-Duty Employment: Any outside employment of an extra duty nature arranged directly between the business or individual and a LPD employee to provide security services. It is not predicated on the actual or potential use of the police officer's law enforcement powers, however, based on the job description there is a potential use of police power/authority. Note: This is to allow existing details (Summit Consulting and Lakes Church Security) to continue. No further Private-Duty employment will be approved.

K. KCTIPS Adjunct Instructor: Employment as an Adjunct Instructor for the Kenneth C. Thompson Institute for Public Safety (KCTIPS, the regional training center for local law enforcement agencies. The actual or potential use of the member's law enforcement powers is unlikely, but could occur as a result of being in department uniform to instruct, thus it does not fall under Private or Off Duty Employment sections of the General Orders (G.O.).

L. Secondary Employment: Any employment other than primary employment by the Lakeland Police Department, to include all courtesy officer, KCTIPS, private duty, extra-duty and off-duty employment.

M. Workers Compensation and Liability: Depending on the type of Secondary Employment, coverage and procedures may or may not be the same as when on regular duty assignments. If an injury or medical condition occurs when taking law enforcement action and

acting under the color of law enforcement during Secondary Employment, a City of Lakeland Accident/Injury Form will be completed and evaluated to determine if it is compensable under workman's compensation.

ARTICLE 21.

SHIFT BID

The City and the FOP agree that the Uniform Patrol Division shall have four (4) patrol squads with officers assigned to two (2) rotations with each rotation consisting of a day squad and a night squad. The members of each rotation are all assigned to the same days off. The four (4) squad's shift schedules are designed for a twenty-four (24) hour day, seven (7) days a week staffing. Each rotation will have consistent work days and days off. Example: work Monday & Tuesday, off Wednesday & Thursday, work Friday, Saturday, and Sunday, off Monday & Tuesday, work Wednesday & Thursday, and off Friday, Saturday, and Sunday. Each of the four squads will work a twelve (12) hour work shift. Pay periods' cycle every two (2) weeks fourteen (14) days and total eighty-four (84) work hours

Both parties agree that Uniform Patrol Division Commander have the authority to approve a patrol officer's changing squads for specific purposes such as furtherance of an officer's formal education, family problems, or personal reasons approved by the affected Commanding Officer.

Annually, as of September 15th, all officers who are currently assigned to Patrol, and those who wish to return to Patrol by the first scheduling period of the following year, will enter their name on a seniority list of Patrol personnel. Once the list is established, all members on the list will be ranked by their sworn seniority date, or date of rank with the Lakeland Police Department.

Officers on the seniority list will then bid on their preferred squad assignment for the upcoming calendar year. The Division Commanders may make changes to the assignment of squads as needs dictate. These assignments will be in effect for the following calendar year.

An officer transferred into the Patrol Division during the calendar year, whether it is the department's choice or that of the member, will be assigned by the Division Commander. Once a member has been assigned to a squad and works at least one (1) shift, that member is then placed on the seniority list as if they had been on the seniority list for that year. In the event an opening occurs on another squad, that member will then be eligible to bid for the open position.

The City and the FOP recognize that the department has a long-standing goal to have each patrol officer assigned to a particular patrol district for a one (1) year period. Both parties acknowledge that this goal is not always possible due to holidays, vacations, days off, or sick days, but the attainment of this goal is an issue that the department would like to reach as closely as possible. Rotation may occur after this period, or the Division Commander may elect to keep an officer in a particular assignment or reassign the member as needs dictate.

No language in the Article is meant to grant any property right to any member in any shift or assignment. The Patrol Division Commander, with the Chief's approval, can assign any member to any squad at any time during the year to facilitate safe and efficient operations and for the good of the organization. In the event that the Patrol Division Commander decides that it is necessary to reassign one or more members, an effort will be made to respect the seniority of members in selecting which member(s) will be reassigned. Reassignments will not be made in an arbitrary and capricious manner.

ARTICLE 21a.**SHIFT DIFFERENTIAL**

As described in Article 21, members permanently assigned to the night shift will be entitled to an additional four (4) percent of their salary. For purposes of this Article 21a, members will be deemed to be on the night shift if more than 50% of their shift occurs between 6:30 p.m. and 6:30 a.m. If in the event the member is unable to perform the functions of his duties, the Division Commander will make every effort to assign the member to the Station Duty Officer assignment keeping the same shift schedule (hours/work days/days off). If it is determined that by the Division Commander that such an assignment does not meet the needs of the department, the member may be moved to other administrative duty assignments thereby causing the member to be ineligible for shift differential pay.

ARTICLE 22. OBSERVATION OF CHRISTMAS HOLIDAYS

Christmas Eve is added as a holiday for bargaining unit employees. Shift employees and all other employees, who are required to work on a holiday, shall be paid at one and one-half times the regular hourly rate for time worked, in addition to pay for the holiday. For shift employees, the actual day of the holiday, such as Christmas, December 25th, shall be the day for which overtime will be paid for those who qualify and work on that day. Finance Department payroll policies apply on payments for holiday hours and leave time.

c. Sworn members residing within the established radius may drive their assigned vehicle to approved secondary employment jobs that are being worked inside the City. City vehicles may not be driven or used in any manner during the course of approved secondary employment but must remain parked in a high-profile manner and remain unoccupied during the job.

d. Within the twenty-five (25) mile radius, bargaining unit members' children and in-home family members may be transported when the bargaining unit member is traveling to and from work details within the twenty-five (25) mile radius. All other non-duty travel or transport of children, family members or civilian personnel will be prohibited.

e. Sworn members are allowed to park their assigned vehicle at a public safety or emergency services facility (Fire station, Sheriff or Police station, EMS/Ambulance station) that is staffed twenty-four hours a day, seven days a week. The restrictions and guidelines are as follows:

- 1) The Public Safety or emergency services facility must be located within a 25-mile radius.
- 2) The Public Safety or emergency services facility must provide 24/7 staffing.
- 3) A letter from the department head or designee granting the sworn member approval to park his/her vehicle at the facility must be submitted.

C. The Chief of Police has the authority to make exceptions to this policy.

ARTICLE 24. DONATIONS OF UNUSED ACCRUED LEAVE TIME

Bargaining unit employees may voluntarily donate accrued annual, saved holiday, or compensatory leave or sick leave to another bargaining unit employee in accordance with the following provisions:

1. The employee applies and makes a request through the FOP for other bargaining unit employees to donate accrued annual, saved holiday or compensatory leave on the employee's behalf.
2. The donation of leave by the bargaining unit employee shall be strictly voluntary.
3. The benefit is to be used for the employee's personal illness or injury only.
4. The Chief of Police has approved the usage of the leave by the requesting employee as not impeding any operations of the Lakeland Police Department.
5. The sick leave usage under the benefits established by this policy shall not exceed 90 days regardless of whether sick leave pool benefits are utilized or not.

Employees in the DROP will also be eligible for the voluntary benefit set forth in this article. All donated hours will be converted to a dollar amount at the donor's pay rate to make payments under this benefit.

ARTICLE 24a.

SHIELD

I. PURPOSE

The SHIELD program is designed to ease the financial impact to employees who have exhausted all their available leave benefits and qualify for Intermittent Family and Medical Leave (FMLA).

II. PROCEDURE

Eligibility Criteria for receiving SHIELD:

In order to receive Sick Leave donated by another employee, all of the following criteria must be met.

The recipient must:

- A. Be a full-time regular employee who has completed one (1) year of continuous employment. The employee cannot be a part of any Collective Bargaining Agreement (CBA).
- B. Be approved for Intermittent Family & Medical Leave Act (FMLA). This is ONLY for the serious health condition of the employee.
- C. Confirm the period of time for which leave is requested and that the time meets eligibility based on the circumstances. A current medical certification must be on file covering the period for which hours are being donated.
- D. Have exhausted all available leave benefits (including Sick, Annual, Compensatory, saved time etc.)

Criteria for Donating Leave:

- A. Be a full-time regular employee who has completed one (1) year of continuous employment.
- B. Employee can donate in increments of four (4) or eight (8) hours of accrued Annual, Sick, saved holiday or compensatory leave to each recipient.

- C. Donor can contribute 48 hours maximum donated leave per calendar year.

Requesting Donation of Hours:

- A. Employee must complete a Shield Hours Request Form and submit the Form to Human Resources for each pay period the donation is requested.
- B. Recipient may request their name be kept confidential.

Process:

- A. HR ensures employee meets all requirements to receive SHIELD donated hours.
- B. If recipient does not request confidentiality, HR will notify the supervisor of the SHIELD request.

Supervisor will notify the workgroup of a request for donation. The notification will not disclose the specifics of employee's medical condition. The requests should be informal and without pressure or coercion. It is unacceptable for the Supervisor to make repeated contacts that exert pressure, play on people's emotions, leave a feeling of guilt or lack of compassion for not donating.

- A. Recipient's name will not be provided if he/she requests confidentiality. HR will assign a number and post on Intranet (InSite) that an employee has requested donated hours from SHIELD.
- B. Donors complete Donation Form and submit to HR (available on InSite).
- C. HR will review and approve if request meets SHIELD requirements.
- D. HR notifies the recipient if SHIELD donated hours are available.
- E. HR notifies recipient's timekeeper to code leave as SHIELD.
- F. HR forwards completed recipient and donor(s) forms to Payroll for processing.
- G. HR verifies that the donated hours do not exceed the time for which the recipient has been medically certified nor exceeds hours needed for each pay period.

III. **EXCEPTIONS**

- A. An employee may not receive Workers' Compensation and SHIELD donations simultaneously.
- B. All donated hours will be converted to a dollar (\$) amount at the donor's pay rate.
- C. All donated and received hours are taxable.
- D. Leave donation requests are not guaranteed to be fulfilled.
- E. An employee who is awarded SHIELD hours will not be required to replace those hours.
- F. SHIELD usage has a maximum of 90 calendar days per year regardless of whether sick leave pool benefits are utilized or not.

IV. **EXHIBITS**

SHIELD Program Request Form

SHIELD Authorization Form



SHIELD Authorization Request Form Donation Leave

Donor Employee _____ , Donor Employee # _____ voluntarily requests donation of accrued vacation, saved holiday or compensatory leave to Recipient Employee named _____ , Recipient Employee # _____ in accordance with City Policy.

Agreement dated _____ Union _____

All donated hours will be converted to a dollar amount at the donor's pay rate to make donations under this benefit. The leave will be transferred to the Recipient's Employee sick leave account solely for personal illness or injury and shall not exceed 1 biweekly regardless of whether sick leave pool benefits are utilized or not. Hourly rates and donations will not be affected by any retroactive rate increase for the donor.

Donor Hourly Rate \$ _____ x # Hours Saved Sick Donated = Value of Gift \$ _____

Donor Hourly Rate \$ _____ x # Hours Saved Vacation Donated = Value of Gift \$ _____

Donor Hourly Rate \$ _____ x # Hours Saved Holiday Donated = Value of Gift \$ _____

Donor Hourly Rate \$ _____ x # Hours Comp Time Donated = Value of Gift \$ _____

Total Value of Gift \$ _____

Per the Internal Revenue Service regulations, all donated hours to an eligible recipient are subject to treatment as taxable earnings to both the donor and recipient.

Donor Signature _____

Printed Name of Donor: _____ Date: _____

Director or Designee Approval/Signature: _____

Printed Name of Director or Designee: _____ Date: _____

****Recipient and Donor's request have been Reviewed and Approved by Employee Relations'*

Employee Relations Director or Designee Signature: _____

Printed Name of Director or Designee: _____ Date: _____



**SHIELD FUNDS REQUEST FORM
(Sick Hours Intermittent Employee Leave Donation)**

TO: Human Resources
EMPLOYEE NAME & ID _____
DATE: _____

I would like to request funds from the SHIELD program due to the following:

Due to the extent of the illness or condition, and at the advice of my physician, I will be out on intermittent Family Medical Leave.

Yes No

Accompanying this request should be medical certification (FMLA Paperwork) that explains your illness or injury, treatment plan and length of time you are expected to be off from work which must indicate an approximate DATE of return to work or next doctor's appointment to re-evaluate DATE of return.

Would like this request to remain confidential?

Yes - Post on Insite and Hardship request communicated to supervisor
 No - You the recipient will contact fellow employees to request donated accrued hours

Employee Signature _____

Timekeeper Name: _____ Supervisor Name: _____

.....

Human Resources use only

Date Received _____ Eligibility Verified _____

HR Representative _____

ARTICLE 25.

WAGES

During the term of this collective bargaining agreement, the City and FOP agree to the following regarding wages of employees in the Sergeants bargaining unit:

Year 1 (October 2020 – September 2021)

Eliminate Steps 1-14 to mirror current practice

Provide 9.19% pay increase per pay study* - new pay range: \$82,138 - \$93,405

No merit of ATB in FY'21 to mirror rest of City

Retroactive pay increases as of the beginning of the first pay period in October 2020 will be paid in a lump sum, less applicable withholding and deductions, within two full pay periods after final ratification of the collective bargaining contracts by the bargaining units and City Commission.

Year 2 (October 2021 – September 2022)

Me Too for all bargaining units; provided that if the City Commission does not authorize ATB and merit increases for FY'22, the City will agree to a wage reopener for FY'22.

**** Pay Study**

For this contract, the parties agree that the following employers are deemed to be comparators for purposes of negotiations of wage rates:

Clearwater

Haines City

Hillsborough County Sheriff

Orlando

Orange County Sheriff

Pasco County Sheriff

Pinellas County Sheriff

Plant City

Polk County Sheriff

St. Petersburg

Tampa

Winter Haven

The parties further agree that in future negotiations the City of Largo will be added to the list of comparator employers.

ARTICLE 25a.

WAGES - FIELD TRAINING

1. All Field Training Officers actively engaged in training a newly-hired officer or a new member in a specialty assignment (i.e., Criminal Investigations, Special Investigations, etc.) will be compensated one (1) hour of overtime, which may be taken in the form of overtime or compensatory time, as compensation for each day they have an assigned trainee for at least half of their assigned shift.

A field training program must include, but not limited to the minimum criteria outlined as follows;

- The program must be formalized and structured in a procedural manual
- Use observation reports (Daily/weekly/bi-weekly/monthly)
- Use end of phase evaluations
- Use a master skills checklist
- Use a remedial training report
- Field Training Officers must have attended and successfully completed a department recognized Field Training course
- Meet the standards set-forth in Lakeland Police Department General Order 6-4 Field Training Program
- Approved by the Chief of Police or designee

ARTICLE 25b. WAGES—K-9 INSTRUCTORS/TRAINERS

K-9 instructors/ trainers shall be compensated for each newly assigned K-9 that must complete the required K-9 certification courses. These courses may include but are not limited to: patrol, drug detection and explosive detection certifications. K-9 instructors will be compensated at the rate of one (1) hour of compensatory or overtime rate of pay for each 8.4-hour shift of training.

ARTICLE 25c. WAGES — MOTORCYCLE INSTRUCTOR/TRAINERS

Motorcycle instructor/trainers shall be compensated for each newly assigned motorcycle officer that must complete the required motorcycle certification course. Motorcycle instructors will be compensated at the rate of one (1) hour of compensatory or overtime rate of pay for each 8.4-hour shift of training.

ARTICLE 26.

HEALTH BENEFITS

The City makes available group health insurance, including dental, vision, supplemental coverages and flexible spending account benefits for all regular full-time employees. Employees desiring coverage for themselves, their spouses and/or dependent children may purchase it through payroll deduction.

Section 1. Health Plans and Premiums.

In the interest of economy and efficiency in the administration of employee group benefit plans, the parties agree that the benefits under the City's health, dental, vision, supplemental and flexible spending account plans applicable to general non-bargaining unit employees of the City, will be applicable to Lodge 185 Collective Bargaining Unit Members, and will be subject to such future changes in benefit plan terms, contributions, benefits, providers, and administrators as are applicable to general non-bargaining unit City employees. Such plan changes or contribution modifications will automatically go into effect when implemented for the general employee base of the City of Lakeland.

- A. Any employee who wishes to have his/her spouse and/or dependent(s) insured on the City of Lakeland's Health Insurance Plan after retirement, will be required to have them on the plan one (1) year prior to retirement.
- B. Employees who are non-compliant, as determined by the City's contracted healthcare provider, will receive a 20% increase to their biweekly premium payroll deduction. The 20% increase is based on the Employee Only Premium (not the City's portion of the premium) for the plan in which the employee is enrolled.
- C. Contractor Pharmacy Incentive – Generic drug co-payment shall be reduced by 50% for employees, who are covered under the City Health Plan, and who both utilize and maintain compliance with the City's healthcare provider.

ARTICLE 27.

RETIREE MEDICAL BENEFITS

(This Article does not apply by contract to current retirees or employees who retire before the effective date of this Article. Rather, it only applies to current employees who retire on or after the effective date of this Article upon ratification or impasse resolution.)

The CITY OF LAKE LAND, FLORIDA ("City") has established this policy to assist retirees with medical insurance and medical expenses. The funding policy, eligibility criteria, and form of benefits adopted for various classes of participants is as follows:

1. Funding Policy

1.1. All fulltime regular employees (other than those participating in DROP) will contribute .5% of salary into the program on a pre-tax basis.

1.1.1. For employees whose benefits are defined in section 3.4 this contribution will be deposited into a Retiree Healthcare Trust Fund established and managed directly the City.

1.1.2. For employees whose benefits are defined in section 3.5 this contribution will be deposited into the self-directed Retirement Health Savings Account (RHS) created in conjunction with that section.

1.2. The City will contribute 1.50 percent of salary into the Retiree Healthcare Trust Fund established and managed directly by the City.

2. Participation and Eligibility

2.1. Participation in the program is mandatory for all full-time, regular employees of the City, subject to ratification of the funding policy, eligibility criteria, and form of benefits by individual collective bargaining units as necessary.

2.2. All persons, including Eligible Dependents of a deceased City employee, who receive a benefit paid from a retirement program funded in part by the City are eligible for benefits payable in conjunction with this policy.

2.2.1 The term "Eligible Dependents" has the same meaning as in the City's tax qualified retirement plan for general employees.

3. Form of Benefits

3.1. All persons identified in section 2.2 shall be eligible to purchase health insurance from the City at prices and coverage levels that are identical to those offered to active employees of the City, to the extent required by law or permitted under the applicable insurance policy.

3.2. The dollar value of benefits provided to persons who've met the eligibility criteria in section 2.2 as of October 1, 2008 currently takes the form of a benefit stated as a percentage of the prevailing health insurance premium charged by the City to those retired employees or qualified surviving dependent who have elected to purchase health insurance directly from the City.

3.2.1. The actual benefit percentage awarded to each person as of October 1, 2008 shall remain unchanged thru December 31, 2009.

3.2.2. Effective on January 1, 2010 the stated percentage will be reduced by 50 percent.

3.2.3. Effective January 1, 2011 that benefit will cease in its entirety.

3.3. For persons who meet the eligibility criteria in section 2.2 after October 1, 2008 and before December 31, 2010, the benefit stated as a percentage of the health insurance premium charged by the City, shall be based on the following schedule:

3.3.1. For the calendar year ending December 31, 2009

Year of Service upon Retirement	Percentage of Insurance Premium
10-14	15%
15-19	25%
20+	35%

3.3.2. For the calendar year ending December 31, 2010

Year of Service upon Retirement Percentage of Insurance Premium

10-14	7.5%
15-19	12.5%
20+	17.5%

3.3.3. For all calendar years after December 31, 2010, the subsidy stated as a percentage of the health insurance premium charged by the City shall cease in its entirety.

3.4. Commencing January 1, 2010, all persons identified in section 2.2 who were originally hired into full-time regular status prior to January 1, 2003 will be eligible to receive a monthly benefit equal to \$2.50 per month for each year of service (up to a maximum of \$75 per month). Effective January 1, 2011, this amount will be increased to \$5.00 per month for each year of service (up to a maximum of \$150 per month). This benefit will be paid in addition to any benefit payable as per sections 3.1 and 3.2 above, if any. For purposes of administering this benefit:

3.4.1. Years of service performed while an employee is enrolled in DROP will not be considered in determining the amount of this monthly benefit.

3.4.2. Years of Service will be calculated in monthly increments, with one full month credited for any monthly period in which service was provided to the City as a full-time, regular employee.

3.4.3. Employees who separate from service prior to vesting in a retirement plan sponsored by the City will be refunded their payroll contributed (.5%) to the plan.

3.4.4. To the extent the value of any benefit payable per this section plus the value of any benefit payable per sections 3.2 and 3.3 equals or exceeds the cost of health insurance purchased from the City in conjunction with section 3.1, the benefit is non-taxable. Combined benefit amounts in excess of that cost will be considered taxable income.

3.4.5. In the case of a qualified surviving dependent of deceased city employees, the employment date and years of service criteria used in this section shall be those of the deceased city employee of whom the individual is a qualified surviving dependent.

3.5. All persons identified in section 2.2 who are hired in a fulltime, regular status after January 1, 2003, will be enrolled in a Retiree Health Savings (RHS) account administered by a third party. For purposes of administering this benefit: 3.5.1. The employee contribution of .5% of payroll will be deposited into directly the account.

3.5.2. At the end of each calendar year commencing with the year ending December 31, 2009, the City will make an annual determination as to the amount (if any) that the employer will contribute to these accounts as a discretionary contribution.

3.5.2.1. The source of funding for this discretionary contribution may be the RIIS Trust established by the City.

3.5.3. Benefits will be limited to the balance of the RHS accounts immediately upon separation from service with the City, plus earnings.

3.5.4. Amounts on hand in the account can be used to pay the cost of qualified medical expenses on a pre-tax basis, to the extent allowable under the terms and conditions of the RHS Plan.

ARTICLE 28. RETIREMENT HEALTH SAVINGS ACCOUNT

A. Due to mandates to changes in the Police Pension Plan by the State of Florida, which disallowed certain accrued sick leave time from being counted as work time for pension benefit calculation purposes, the new benefit set forth in this article is agreed to by the parties as a replacement for the "lost pension benefits" resulting from that decision.

B. This replacement benefit shall be in the form of a single, lump sum deposit into a Retiree Health Savings Account (RHSA) made upon separation from employment from the City. For purposes of this article, "separation from employment from the City" shall include the effective date of any election to commence participation in a DROP program sponsored by the City.

C. The dollar value of that lump sum deposit shall equal 50 percent of the present value of the actuarial equivalent of any unused sick time accrued by a police officer as of the date of separation from employment — calculated as if those unused sick hours had been converted to years of service for purposes of determining a monthly retirement benefit within the Police Officers Defined Benefit Retirement System ("the Plan").

D. For purposes of making this actuarial calculation, the conversion rate shall be calculated at a rate equal to one month of credited service for every 21 days of unused sick leave. All other actuarial assumptions shall be those adopted by the trustees of the Plan and as incorporated into the most recent actuarial study for the Plan.

E. This actuarial equivalent shall be calculated by the actuarial firm retained by the trustees of the Police Officers Defined Benefit Retirement System, and shall be itemized separately from the normal monthly retirement benefit calculation. The City of Lakeland shall not incur any incremental costs as a result of the computation of this RHSA benefit by the actuary.

ARTICLE 29: DISCIPLINE WORKING GROUP

This agreement is entered into by and between The City of Lakeland, and the FOP upon the date of the ratification of this contract.

WHEREAS, the parties desire to enter into an Agreement for the purpose of clarifying the procedure to re-open the Collective Bargaining Agreement between the Parties for specific language related to Article 9, Discipline.

The parties agree to establish a working group that will include input by the Chief or Police's designee(s), as well as members of the bargaining unit(s) of the FOP. The parties agree to work on language changes, directly related to the current Discipline Article. Once language is tentatively agreed upon by both parties, the Article will be presented to members of the FOP for approval via standard voting procedures. The new language for the Article 9, Discipline must be voted on and ratified by the members within six (6) months from the date of ratification of this entire agreement.

If the Discipline Article language is approved by the members, the Parties agree to re-open the Collective Bargaining Agreement at that particular time, and replace the old Article with the newly approved Discipline Article.

The current Discipline Article shall remain in effect until the parties are able to agree upon a replacement and it is duly ratified by both parties.

ARTICLE 30: RELIABILITY WORKING GROUP

This agreement is entered into by and between The City of Lakeland ("City"), and the FOP, upon the date of the ratification of this contract.

WHEREAS, the parties desire to enter into an Agreement for the purpose of clarifying the procedure to re-open the Collective Bargaining Agreement between the Parties for specific language related to a new article to address reliability and attendance.

The parties agree to establish a working group that will include input by the Chief of Police's designee(s), as well as members of the bargaining unit(s) of the FOP.

The parties agree to develop a program documented in a new article to address current reliability and attendance challenges in the department. Once language is tentatively agreed upon by both parties, the Article will be presented to members of the FOP for approval via standard voting procedures. The new language for the Article must be voted on and ratified by the members within six (6) months from the date of ratification of this entire agreement.

If the reliability and/or attendance language is approved by the members, the Parties agree to re-open the Collective Bargaining Agreement at that particular time and create the new article.

ARTICLE 31.

TERM OF AGREEMENT

This Agreement shall become effective upon ratification by the bargaining unit employees and approval by the City Commission, and shall terminate on September 30, 2022; provided that wage increases agreed to in Article 25 shall be retroactive to the beginning of the first pay period in October 2020. Either party hereto may, at least ninety (90) days but no more than one hundred and fifty (150) days prior to the normal close of business on the last day of the contract, notify the other party in writing of its intention and desire to modify the Agreement (other than termination date). Impasse procedures shall only apply to those articles or issues raised by either party which are mandatory subjects of bargaining.

The foregoing collective bargaining agreement has been ratified by members of the bargaining unit on May ____, 2021.

Fraternal Order of Police. Lodge 185.

Dated: _____

The foregoing collective bargaining agreement has been ratified by the City Commission of the City of Lakeland on May ____, 2021.

William "Bill" Mutz
Mayor of the City of Lakeland

Dated: _____

Shawn Sherrouse
City Manager, City of Lakeland

Dated: _____

Attest: _____
Kelly S. Koos
City Clerk

Approved as to form and correctness:

Palmer Davis
City Attorney