

**CITY COUNCIL RESOLUTION NO. 2021-159**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF THE COLLECTIVE BARGAINING AGREEMENT WITH THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City") and the Florida State Lodge Fraternal Order of Police, Inc. (hereinafter the "FOP") have engaged in negotiations towards an agreement concerning the City's Police Officers who are members of the Florida State Lodge Fraternal Order of Police, Inc.; and

**WHEREAS**, the City's administration and FOP have negotiated an agreement (hereinafter the "Agreement"), a copy of which is attached hereto as "Exhibit A", and by this reference is incorporated herein and made a part of this resolution; and

**WHEREAS**, the City Council finds that the ratification of the Agreement is in the best interests of the City.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are adopted and hereby incorporated by reference.

**Section 2.** The Mayor is authorized and directed to execute and deliver the Agreement in the name and on behalf of the City.

*[The remainder of the page was left blank intentionally.]*

**Section 3.** Effective date. This resolution shall take effect immediately.

**PASSED AND ADOPTED** by the City Council on the \_\_\_\_ day of November 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST:

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**AGREEMENT**

**between the**

**CITY OF LAKE CITY**

**and the**

**THE FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE, INC.**

**October 1, 2021 through September 30, 2024**

## TABLE OF CONTENTS

AGREEMENT .....	1
PREAMBLE .....	2
ARTICLE 1 - RECOGNITION .....	3
ARTICLE 2 - NO-STRIKE .....	4
ARTICLE 3 - NO-DISCRIMINATION.....	5
ARTICLE 4 - CONSULTATION.....	6
ARTICLE 5 - EMPLOYEE COMPLAINT PROCEDURE.....	7
ARTICLE 6 - HOURS OF WORK, OVERTIME AND ASSIGNMENT PAY .....	11
ARTICLE 7 - HOLIDAYS .....	14
ARTICLE 8 - ANNUAL LEAVE .....	15
ARTICLE 9 - SICK LEAVE.....	16
ARTICLE 10 - FUNERAL LEAVE .....	17
ARTICLE 11 - SALARIES.....	18
ARTICLE 12 - ALLOWANCES .....	21
ARTICLE 13 - OTHER BENEFITS .....	22
ARTICLE 14 - PERSONNEL FILES .....	25
ARTICLE 15 - PROBATIONARY PERIODS.....	26
ARTICLE 16 - PERFORMANCE EVALUATIONS AND CONDITIONAL STATUS .....	27
ARTICLE 17 - PROMOTIONAL EXAMINATIONS .....	29
ARTICLE 18 - OUTSIDE AND SECONDARY EMPLOYMENT.....	30
ARTICLE 19 - CORRECTIVE DISCIPLINARY ACTION.....	31
ARTICLE 20 - INTERNAL INVESTIGATIONS .....	32
ARTICLE 21 - PERSONNEL REDUCTION.....	33
ARTICLE 22 - SAFETY AND HEALTH.....	35

**ARTICLE 23 - INDEMNIFICATION ..... 36**

**ARTICLE 24 - DUES CHECK-OFF ..... 37**

**ARTICLE 25 - LEAVE SHARING PLAN ..... 39**

**ARTICLE 26 - FOP COMMUNICATIONS ..... 41**

**ARTICLE 27 - FOP BUSINESS ..... 42**

**ARTICLE 28 - MANAGEMENT RIGHTS ..... 43**

**ARTICLE 29 - PREVAILING RIGHTS ..... 44**

**ARTICLE 30 - SAVINGS CLAUSE ..... 45**

**ARTICLE 31 - DURATION ..... 46**

**APPENDIX 1 - DUES CHECK-OFF AUTHORIZATION ..... 48**

## **AGREEMENT**

**THIS AGREEMENT**, effective [date of ratification], between the **CITY OF LAKE CITY** (the “City” or the “Employer”) and the **FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.**, (the “FOP” or the “Union”) and their successors and assigns provides as follows:

## PREAMBLE

**WHEREAS**, it is the intention of the parties to this Agreement to set forth the entire agreement of the parties with respect to matters within the scope of negotiations; **NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

## **ARTICLE 1**

### **RECOGNITION**

**1.1** The City recognizes the Florida State Lodge Fraternal Order of Police, Inc., as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees in the bargaining unit.

**1.2** The bargaining unit for which this recognition is accorded is as defined in the Certification issued by the Florida Public Employees Relations Commission on March 17, 2014 (Certification No. 1834) and includes all law enforcement employees of the City of Lake City in the following sworn classifications: police officer, police investigator and police sergeant and specifically excludes police chief, police captain, police lieutenant, and all other employees of the City of Lake City.



## **ARTICLE 2**

### **NO STRIKE**

**2.1** “Strike” means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term “strike” shall also mean any overt preparation including but not limited to the establishment of strike funds with regard to the above-listed activities.

**2.2** Neither the Union, nor any of its officers or agents, nor members covered by this Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, or engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, unlawful picketing, or any other interruption of the operations of the City, regardless of the reason for so doing.

**2.3** Each employee who holds a position with the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with this Article and the strike prohibition in F.S. Section 447.505 and the Constitution of the State of Florida, Article I, Section 6. Accordingly, the Union, its officers, stewards, and FOP representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and their responsibility, in event of breach of this Article or the law by other employees, and upon the request of the City; to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.

**2.4** Any or all employees who violate any provisions of the law prohibiting strikes or of this Article may be dismissed or otherwise disciplined by the City, and any such action by the City shall not be grievable or arbitrable under the provisions of Article 5 – Grievance Procedure.

## **ARTICLE 3**

### **NO DISCRIMINATION**

**3.1** The City agrees to continue its policy of not discriminating against any employee for any reason prohibited by applicable state and federal law. Any claim of discrimination by an employee against the City, its officials or representatives, may be grieved under the provisions of Article 5 – Grievance Procedure, or the grievance procedure contained in City Personnel Rules and Regulations and is required to be brought to the attention of management as soon as the discrimination is discovered.

**3.2** The FOP shall not interfere with the right of employees covered by this Agreement to become or refrain from becoming members of the FOP, and the FOP shall not discriminate against any such employees because of membership or non-membership in any employee organization.

**3.3** The FOP and the City agree to support the principles of equal opportunity and promotion as prescribed by applicable state statutes and federal codes. The parties agree that intimidating, hostile or offensive language or conduct, based on a person's race, sex, sexual orientation, age, disability, religion, marital status or national origin is unacceptable in the workplace.

## **ARTICLE 4**

### **CONSULTATION**

**4.1** The Chief of the Police Department and/or his/her designated representatives (up to a total of three (3)) shall meet and consult on an as needed basis but at least once per quarter with three (3) representatives designated by the FOP on City law enforcement activities, on any matters which are not covered by this Agreement, and on questions relating to the implementation of this Agreement.

**4.2** Each party shall submit an agenda to the other party at least seven (7) calendar days prior to each meeting date, and only agenda items will be discussed at the meeting; except with the mutual agreement of the parties, other items not on the agenda may be discussed.

**4.3** It is understood that these meetings shall not be used for negotiation purposes.

**4.4** Members of the bargaining unit who serve as FOP representatives shall be excused without loss of pay for consultation purposes. Attendance at the consultation meetings outside of regular working hours shall not be deemed time worked.

## ARTICLE 5

### EMPLOYEE COMPLAINT PROCEDURE

**5.1** In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of specific terms of this Agreement. For the purpose of this Agreement, a grievance is defined as a dispute, claim or complaint that any employee or group of employees may have as to the interpretation, application, and/or alleged violation of some express provision of this Agreement.

**5.2** All grievances must be handled exclusively as set forth in this procedure. The FOP has no obligation to process any grievance of an employee who is not an FOP member, and to the extent permitted by law, access to the arbitration process hereunder is limited to the FOP, and no bargaining unit member may proceed to arbitration without the FOP's written authorization.

**5.3** Nothing in this Agreement shall be construed to prevent employees from discussing any questions or complaints with their supervisor (sergeant or lieutenant) or the Chief of Police. Employees of the City are encouraged to bring any questions, complaints, or other concerns to their supervisors in accordance with the Department's "open door policy." Any employee's informal discussions with his or her supervisor, sergeant, lieutenant or the Chief of Police, or any other person, shall not delay or postpone the time limits for filing a formal grievance under this procedure.

**5.4** If the aggrieved employee requests Union representation, the grievant will notify the City, and the grievant will be responsible for notifying the FOP of any meeting called for the resolution of such grievance.

**5.5** Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with, and may be extended only by mutual agreement of the parties, in writing. The City is not required to consider, respond to, or act upon, any grievance that is not filed within the time set forth in this Employee Complaint Procedure. A grievance shall be considered settled at any point when the employee fails to file the necessary written notice to invoke the next step of the grievance procedure.

**5.6** If the City fails to answer any grievance in the time provided, the grievance may be advanced to the next step by the FOP or the grievant.

**5.7** To be subject to review at any level, a grievance must be in writing, and must be filed using this Employee Complaint Procedure and the Complaint Form set forth in Chapter 17 of the City's Personnel Manual and must contain the following information:

- (a) Aggrieved employee's name and signature.
- (b) Aggrieved employee's classification.
- (c) Date grievance was filed in writing.
- (d) Date and time action or conduct giving rise to the grievance occurred.
- (e) Where action or conduct giving rise to the grievance occurred.
- (f) Description of incident, action or conduct giving rise to the grievance, including identification of every person involved.

- (g) Article and section of the Agreement alleged to have been violated.
- (h) Desired remedy to resolve grievance.

**5.8** Preparation of any grievance, and attendance at any meeting, hearing or arbitration shall be without pay to the grievant and any Union representative attending.

**5.9** Grievances shall be processed as follows:

*STEP 1 – SUPERVISOR LEVEL* - Any employee having a complaint may, within seven (7) calendar days following any incident, discuss the situation informally with the immediate supervisor. If the matter is not resolved, the employee may submit to the supervisor a Complaint Form setting forth the information outlined in section 5.7 above. The form must be completed and submitted to the supervisor within fourteen (14) calendar days of the incident giving rise to the complaint. The supervisor shall meet with the employee and provide a written decision to the employee within seven (7) calendar days following receipt of the formal complaint form.

*STEP 2 - DEPARTMENT DIRECTOR LEVEL* - If the complaint cannot be resolved at the supervisor level, the employee may appeal the complaint to the Department Director. The Step 2 appeal must be initiated by the employee by signature on the complaint form within five (5) calendar days of the supervisor's decision. The supervisor will forward the original complaint form including their reply to the Department Director within five (5) calendar days following receipt of the employee's notice of Step 2 appeal. The Department Director shall meet with the employee and provide a written decision to the employee within seven (7) calendar days following receipt of the appeal. Oral and written reprimands may not be challenged beyond Step 2, except that the propriety of such discipline may be challenged in an arbitration challenging more severe discipline or discharge if the City claims that the oral or written reprimand or reprimands was or were considered in issuing the more severe discipline.

*STEP 3 - CITY MANAGER LEVEL* - If the complaint is not resolved by the Department Director, the employee may appeal the complaint to the City Manager. The Step 3 appeal must be initiated by the employee by signature on the complaint form within five (5) calendar days of the Department Director's decision. The Department Director will forward the original complaint form and their reply to the City Manager within five (5) calendar days following the employee's notice of Step 3 appeal. The City Manager may:

- a. Meet with the employee, if the employee desires to discuss the complaint.
- b. Consider the complaint based solely on the written content.

The City Manager shall communicate a written decision to the employee within ten (10) calendar days following a meeting with the employee, or reviewing the written complaint based on content, whichever is later. Such decision shall be the City's final decision on the grievance, subject to further appeal under section 5.10 below.

**5.10** If a grievance, as defined in this Article, has not been satisfactorily resolved within the above Employee Complaint Procedure, the grievant may request arbitration in writing to the City Manager, or in the City Manager's absence, the City Manager's authorized representative, no later than seven (7) calendar days after the date of the response from the City Manager under this Employee Complaint Procedure.

**5.11** Whenever the Union or grievant requests arbitration in accordance with the provisions of this Article, the parties shall first attempt to choose an arbitrator. If, after ten (10) calendar days after receipt of the request for arbitration, the parties are unsuccessful in selecting an arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. The arbitrators shall be selected from such panel by alternately striking names from the list (the grievant shall strike first), until the last name is reached.

**5.12** The powers of the arbitrator shall be limited as follows:

- (a) The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement;
- (b) The arbitrator shall have no authority to rule on jurisdictional disputes between groups of employees or Unions representing groups of employees;
- (c) The arbitrator shall have no power or authority to establish wage scales rates for new jobs, or, except if he is specifically empowered, to change any wage;
- (d) In the case of a grievance arising from a discipline, the arbitrator shall not have the authority to alter or amend the discipline, but may only determine whether the employee engaged in the misconduct alleged;
- (e) The arbitrator shall have only the power to rule on grievances arising under this Agreement as defined in section 5.1 above;
- (f) The arbitrator shall have no power to arbitrate any matter that arose before the effective date of this Agreement, or after the expiration of this Agreement;
- (g) The arbitrator shall promptly hear the matter and shall issue the decision within thirty (30) days from the close of the arbitration.

**5.13** The decision of the arbitrator shall be final and binding on the City, the FOP, and all persons, provided, however, that the arbitrator's decision is not outside or beyond the scope of the arbitrator's jurisdiction or violates the Florida Arbitration Code.

**5.14** Costs for the arbitrator and the hearing will be borne by the losing party. Transcripts will be paid for by the party requesting it. Each party will pay its own representatives and the costs for its own witnesses.

**5.15** No more than one grievance shall be placed before an arbitrator at any one hearing unless the City and the FOP agree in writing to waive this provision.

**5.16** The FOP, through its designated representative, may file grievances claiming violations of the recognition clause, the dues deduction clause, or any other claimed violation of contract rights which accrue solely to the Union as a labor organization and not to individual employees.

**5.17** Any step of the grievance procedure may be waived upon mutual agreement between the grievant and the City.

**5.18** Discipline of probationary employees, up to and including discharge, is not subject to the Employee Complaint Procedure. No employee, or other person or entity, may file a grievance concerning the discipline, including discharge, or other employment action, taken against any

probationary employee, and the City is not required to consider, respond to, or act upon any such grievance.

## ARTICLE 6

### HOURS OF WORK, OVERTIME AND ASSIGNMENT PAY

#### 6.1 Workweek

The basic work period shall be a fourteen (14) calendar day work cycle of eighty four (84) hours, except for Criminal Investigative Division ("CID") employees, the accreditation and crime prevention officers and the internal affairs sergeant, who are assigned to a forty (40) hour workweek.

#### 6.2 Overtime

All work in excess of the normal workweek which has been authorized by supervisory personnel shall be overtime and shall be compensated at time and one-half (1 ½) the employees regular rate of pay.

Overtime compensation shall commence after eighty four (84) hours in a fourteen (14) calendar day work period for employees assigned to patrol schedules. Overtime compensation shall commence after forty (40) hours in a seven (7) calendar day work period for employees assigned to non patrol schedules.

At the employees option, compensatory leave equal to one and one-half (1 ½) the number of overtime hours worked will be granted in lieu of payment; however, by law, the employee will be limited to having no more than 480 hours of compensatory leave hours.

#### 6.3 Call-Back

(1) "Call-back" is defined as requiring an employee to return to his/her work station while on on-call status or for non-scheduled overtime assignments. Call-back shall not include a return to work for reasons attributable to the employee (i.e., completion/correction of reports, etc.).

(2) If an employee is called back to work as defined in Section 6.3 (1) above, he shall be paid for all time worked but not less than two (2) hours at a rate of time and one-half his/her regular rate of pay. Each call-back shall be a two (2) hour minimum.

(3) Required court attendance that is continuous with the beginning or end of a regular shift shall mean any required court attendance that begins 15 minutes from the beginning or 30 minutes from the end of the regular shift, in which case the employee is paid from the end or up to the beginning of his/her regular shift. Other required court attendance that falls outside these parameters would be treated as call-back.

(4) Call-back shall not count as hours worked for the purpose of computing overtime pay.

#### 6.4 On-Call

(1) "On-call" is defined as that time, outside the normal working hours of the employee concerned, when the employee is otherwise considered to be off duty, but has previously been ordered by the Police Chief or his/her designee to be available to promptly return to work if called.



(2) An employee on-call is required to leave a telephone number where he can be reached or carry a pager (even if that means the employee must remain within a reasonable call-back radius).

(3) In the event that an officer is required to be on-call as defined in paragraph 6.4 (1) above, the officer shall be paid on the following basis:

<i>Day</i>	<i>Amount</i>
Weekday	\$12.00
Saturday or Sunday	\$48.00
Observed Holiday	\$48.00

(4) The following conditions shall apply to on-call assignments:

(a) the Police Chief will designate employees to be on-call on a weekly basis beginning with the least senior employees in the classification involved. Each week, the next least senior employees will be designated on-call, and this weekly rotation will continue until all employees have served on-call, after which the rotation will be repeated;

(b) the employee called into work under this section shall respond to the call-in and have one hour from the call-in in which to report to duty; and

(c) the employee called into work has the option of contacting a volunteer to work instead; provided, the employee notifies his/her supervisor of the replacement and retains responsibility if the volunteer fails to report to work.

(5) When an employee who is in an on call status is required to return to duty, the calculation for pay purposes begins when the officer reports to dispatch that he/she is in-service.

(6) The City has no obligation to pay on-call pay for any shift during which the Lake City Medical Center is paying the officer to provide security services during such shift.

### **6.5 Working Out of Classification**

An employee covered by this Agreement whom the Chief of Police approves to work in an “acting” capacity in a higher classification for a period of more than thirty (30) work days shall be paid a differential of five percent (5%) over his/her base rate of pay starting with the first day so worked.

### **6.6 K-9 Officers**

Police officers assigned to the K-9 unit will be permitted 8 hours per week from their work schedule to care for and groom their dogs. The training for the handlers of K-9 dogs will take place during duty hours.

## **6.7 Shift Realignment and Assignments**

Shift realignments may occur on a fifty six (56) day cycle for the uniformed patrol division, but rotating day and night shifts will not occur more frequently than every one hundred eighty four (184) days. Except in cases of emergency or when changes must be made to accommodate employee requests, the shift realignment schedule shall be posted at least fourteen (14) calendar days in advance of the realignment. To fill an anticipated vacancy on a shift, at least three (3) days' advance notice will be provided to the officer assigned to fill the vacancy. The Police Chief or the Police Chief's designee has the right to select the officer to fill the vacancy notwithstanding any other provision of this Agreement.

## **6.8 Compensatory Time**

Employees may accumulate a maximum of 480 hours of comp time (320 overtime hours of work). Any employee who has accrued the maximum number of compensatory hours shall be paid in cash at the regular rate of pay earned by the employee for any additional overtime hours of work.

## **ARTICLE 7**

### **HOLIDAYS**

#### **7.1 Designated Holidays**

The following holidays are designated as paid holidays:

New Year's Day

Martin L. King, Jr. Day

Presidents Day

Good Friday

Memorial Day

Independence Day

Labor Day

Veterans Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Eve Day or the day following Christmas Day, as the City Manager determines

Christmas Day

If the City Manager designates any additional day as a holiday for all other City employees, the same holiday shall be recognized for employees in the bargaining unit.

#### **7.2 Holiday Observance**

For non-shift employees, if any of these holidays falls on Saturday, the preceding Friday shall be observed as the holiday, or if any of these holidays falls on Sunday, the following Monday shall be observed as the holiday.

#### **7.3 Holiday Compensation**

Any employee, regardless of classification, required to work on a designated holiday shall receive holiday pay plus overtime pay at the rate of one and one-half (1 ½ ) times their regular hourly rate for actual hours worked during the holiday.

## ARTICLE 8

### ANNUAL LEAVE

#### 8.1 Eligibility and Accrual Rate

Each full time employee is eligible for annual leave, with full pay, computed on the basis of continuous service. Annual leave is based on a bi-weekly basis as follows:

Less than One (1) year's service	-	3 hours per bi-weekly pay period
One (1) up to Five (5) years' service	-	5.2 hours per bi-weekly pay period
Five (5) up to ten (10) years' service	-	6.2 hours per bi-weekly pay period
Ten (10) or more years' service	-	8 hours per bi-weekly pay period

#### 8.2 Maximum Accumulation

The City grants annual leave as a reward for services rendered and for the purpose of rest and relaxation as an investment in the employee. City policy encourages employees to take their annual leave during the year following the period in which they became eligible for it. Employees may not accumulate more than 320 hours annual leave. Annual leave in excess of 320 hours at the beginning of the fiscal year (October 1<sup>st</sup>) will be converted to sick leave. Cash payment of annual leave is not paid at anytime other than upon separation from City employment. Upon separation, compensation is made to the employee for any earned but unused leave to their credit as of the effective date of termination. All earned pay and annual leave of employees who die while in the service of the City is paid in cash to the spouse or estate of the employee.

#### 8.3 Requesting Annual Leave

Request for annual leave shall be made a minimum of seven (7) calendar days in advance of planned use. In emergency cases, Department Directors may waive this requirement. When a request for annual leave is denied, the employee shall be notified in writing by the respective supervisor stating the reason for denial.

**8.4** If a paid holiday occurs during annual leave, the day will be treated as a holiday.

**8.5** Annual leave will be used in no less than one (1) hour increments.

**8.6** All employees covered by this Agreement who take a full shift off as annual leave, or sick leave, will be charged the actual hours taken off. Birthday leave, when authorized by the City Manager, is defined as one (1) working day, regardless of duration of the shift.

## **ARTICLE 9**

### **SICK LEAVE**

#### **9.1 Eligibility and Accrual Rate**

Regular full-time employees are eligible for sick leave at the rate of eight (8) hours per month. There is no threshold to the number of hours an employee may accumulate. Employees may use sick leave benefits for an absence due to their own illness or injury or, that of an immediate family member as defined in Section 10.04 of the city personnel manual. Sick leave shall be used in hourly increments with the minimum being one (1) hour. Employees may use up to four (4) days sick leave during the budget year as "personal" leave days. Personal leave days may not be carried over to a new budget year.

#### **9.2 Medical Certification**

After three (3) consecutive days of absence, the employee shall submit to the Department Head a medical certification from the attending physician before any additional use of sick leave credits will be authorized for the employee. If the employee continues to be absent, the City shall require further medical certification for each 30 consecutive days of absence, unless the Department Head has personal knowledge that the employee is hospitalized and unable to return to work. Such medical certification must state that the employee is unable to perform the regularly assigned duties if sick leave is to be authorized by the City.

#### **9.3 Abuse of Sick Leave**

Sick leave benefits are intended solely to provide income protection in the event of illness or injury, and may not be used for any other absence other than allowed by this section. If it is determined that an employee is abusing the sick leave benefit, such employee shall be subject to disciplinary action up to and including termination.

#### **9.4 Annual Incentive**

Annually, during the first week of December, employees having a sick leave account balance of 60 hours or more may request payment for up to 24 hours of available sick leave. Employees having a sick leave account balance of 120 hours or more may request payment of up to 48 hours of available sick leave. Other than this incentive, unused sick leave benefits will not be paid to employees while they are employed.

#### **9.5 Payment of Unused Sick Leave.**

Unused sick leave may be paid upon terminal separation under the following conditions:

- (1) Employee leaves city service in good standing.
- (2) Payment shall be at the current rate of salary. Payment will not exceed 25% of the total accrued sick leave and shall not be more than 500 sick leave hours.

## ARTICLE 10

### FUNERAL LEAVE

**10.1** A maximum of three (3) working days with pay will be granted a full-time employee when an immediate family member death occurs. Immediate family members are *husband, wife, mother, father, son, daughter, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren*. The leave must be approved by the Department Director.

**10.2** One (1) day funeral leave will be permitted for relatives who are not within the immediate family. This privilege will only be allowed two (2) times during any 12-month period and the leave day must be used to attend the funeral. Family relatives *are aunt, uncle, niece, and nephew*. The leave must be approved by the Department Director.

**ARTICLE 11**

**SALARIES**

**11.1 Annual Pay**

The following annual pay matrix, as adjusted below in the first and second years of the contract, will be effective October 1, 2021:

Pay Grade	Time in Grade (Years)									
	1	2	3	4	5	6	7	8	9	10
10	\$35,500.00	\$36,920.00	\$38,396.80	\$39,932.67	\$41,529.98	\$43,191.18	\$44,918.83	\$46,715.58	\$48,584.20	\$50,527.57
11	\$37,275.00	\$38,396.80	\$39,932.67	\$41,529.98	\$43,191.18	\$44,918.83	\$46,715.58	\$48,584.20	\$50,527.57	\$52,548.67
12	\$39,138.75	\$39,932.67	\$41,529.98	\$43,191.18	\$44,918.83	\$46,715.58	\$48,584.20	\$50,527.57	\$52,548.67	\$54,650.62
13	\$50,527.57	\$52,548.67	\$54,650.62	\$56,836.64	\$59,110.1					

- Grade 10 applies to patrol officers working an 84 hour pay period.
- Grade 11 applies to officers assigned to Traffic Oriented Policing (TOP) and Criminal Interdiction Unit (CIU), who work an 84 hour pay period.
- Grade 12 applies to Investigators, Crime Prevention Officer, and Accreditation, who work an 80 hour pay period.
- Grade 13 applies to First Line Supervisors (Sergeants) assigned to both 80 and 84 hour pay periods.
- Employees will be slotted in the above pay plan by time in grade to advance one step per year subject to the following exceptions:
  - (1) Officers who move among Pay Grades 10-12 will be credited with time in grade as if they had remained in a single grade.
  - (2) Officers who are promoted to Sergeant in CID, OPS or Narcotics shall be slotted into time in grade for year 3, but must wait until year 4 to receive a step increase.
  - (3) When hiring an officer with prior experience, the Police Chief has discretion to slot the officer in a step above time in grade for year 1 with corresponding credit for time in grade.

In year one of the contract (October 1, 2021 through September 30, 2022), pay set forth in the above table will be reduced from that in the foregoing table by 3%, and in year two of the contract, it will be reduced 1% from that in the foregoing table. The foregoing table will be in effect without any reductions in year three of the contract.

**11.2 Salary Supplements**

**(1) Educational Incentive**

All members of the bargaining unit who qualify shall receive the educational incentive salary supplements provided for in Florida Statutes, Section 943.22.

All members who file the required documentation (official transcript or training certificate) in the Police Department Employee Resources Section within 90 days of completion of the course or education requirement will receive the supplement retroactive to the completion date. After the 90-day period,

the supplement will commence on the date the documentation is filed. Courses must have prior approval from the Department's Training Section in order to qualify.

**(2) Physical Fitness Incentive**

Employees in the bargaining unit may, on a voluntary basis, seek to become eligible for a physical fitness incentive supplement. In order to be eligible for such supplement, an employee must sign a waiver which shall indemnify, defend and hold the City, its officers, officials, agents and employees harmless against any claim, demand, suit or liability (monetary or otherwise) in connection with his/her efforts to qualify for such supplement. An employee who seeks the physical fitness supplement must qualify and requalify at six-month intervals during the months of May and November in order to receive the supplement.

Employees who qualify by passing a 1.5 mile running test shall receive a physical fitness incentive supplement in accordance with the following chart:

**MAXIMUM RUNNING TIME IN MINUTES**

<i>Fitness Category</i>	<i>Age</i>				<i>Amount Per Month</i>
	<i>Under 30</i>	<i>30-39</i>	<i>40-49</i>	<i>50+</i>	
D	16:30	17:30	18:30	19:00	\$15.00
C	14:30	15:30	16:30	17:00	\$25.00
B	12:00	13:00	14:00	14:30	\$35.00
A	10:00	11:00	12:00	12:30	\$45.00

**Three Mile Walk**

<i>Fitness Category</i>	<i>Age</i>				<i>Amount Per Month</i>
	<i>Under 30</i>	<i>30-39</i>	<i>40-49</i>	<i>50+</i>	
D	44:00	46:30	49:00	52:00	\$15.00
C	42:00	44:30	47:00	50:00	\$25.00
B	38:30	40:00	42:00	45:00	\$35.00
A	34:00	35:00	36:30	39:00	\$45.00

The Training Section of the Police Department shall be responsible for administering the qualifying test provided for in this Section.



**(3) Additional Compensation for Field Training Officers**

Each Field Training Officer will receive one (1) additional hour of pay for each day the FTO is at work and has been assigned a recruit. This additional compensation shall be considered as time worked for purposes of computing overtime.

**11.3 Legislated Costs**

If any additional compensation or benefits, beyond those already provided for in state statutes, are legislated by the state, and the cost of such additional compensation or benefits is not funded by the state, thereby increasing payroll and benefit costs to the City, the parties agree that such cost increases shall be the subject of negotiation as to impact on the salaries and benefits contained in this Agreement. "Compensation or benefits" includes, but is not limited to: pensions or other retirement benefits; workers' compensation or other disability programs; sick leave, holidays, or other paid leaves; uniform or clothing allowances; training, certification or educational incentive compensation; but excluding the benefits currently provided in Chapter 185, Florida Statutes.

**11.4 Pension**

All bargaining unit positions and employees in those positions, covered by this agreement, shall be covered by the F. S. Chapter 185 Plan as established by the City of Lake City provided they meet the eligibility requirements of same.

Employees who retire in good standing (a) after 20 years of service or (b) are eligible for pension benefits, will be allowed to keep their issued sidearm.

In accordance with F.S. § 185.35, 100% of the revenue from the premium tax on the retirement plan will be used to fund the retirement benefits in effect as of the effective date of this Agreement.

## **ARTICLE 12**

### **ALLOWANCES**

#### **12.1 Clothing Allowance**

Officers assigned to a non-uniformed or administrative position will receive an allowance to purchase appropriate civilian clothing, in an amount totaling \$500.00 per year paid once per year in the first pay period each January; provided that as to any officer who has received payment, but leaves before September 30, shall have a prorated amount deducted from final pay. Police officers temporarily assigned to non-uniform duties will receive a clothing allowance retroactive to the first day of the temporary assignment, after serving in that assignment a minimum of 90 consecutive days. This allowance will cover replacement of clothing that becomes unserviceable due to normal wear. Civilian clothing damaged outside of normal wear, and due to necessary job actions, will be replaced upon the approval of the Division Commander.

#### **12.2 Cleaning Costs**

Each officer shall receive \$50.00 per month for clothing maintenance, payable each month at last payroll.

## ARTICLE 13

### OTHER BENEFITS

#### 13.1 Property Assignments

##### (1) Take Home Vehicles Program

During the term of this Agreement, the Chief of Police, or designee, may authorize employees the use of Department vehicles in a “take home” capacity, under the terms and conditions specified in General Order 112, Take-Home Vehicles Policy effective October 1, 2019. If the employee resides outside Columbia County, a \$50 per month fee for the take home vehicle will be deducted from the employee’s pay.

##### (2) Uniforms and Equipment

Each employee shall be provided with a shotgun or rifle and sidearm. Each employee will be issued uniforms, leather, radio, protective gear, and accessories in accordance with the present checklist of clothing and equipment issue, plus replacements as required by normal wear and tear or due to theft.

##### (3) Property Damage and Loss

Employees shall maintain securely and in good condition all City property and equipment issued and/or assigned to them. Employees shall reimburse the City for the cost of repair or replacement of property or equipment lost, stolen, or damaged, while on or off duty, as a result of the employee’s careless or negligent handling, use, or operation of such property or equipment, or as a result of the employee’s intentional violation of law, or City or Departmental policy.

In the case of major property or equipment items, such as City vehicles, employees shall be liable for reimbursement only if found to have been reckless or grossly negligent in the handling, use, or operation of such property or equipment, or as a result of intentional violation of law, or City or Departmental policy. Reimbursement costs for the repair or replacement of City property and equipment shall be the actual cost of repair or replacement up to a maximum of \$1,500.

Reimbursement payments may be made as payroll deductions over a period of time not to exceed twenty-four months.

#### 13.2 Educational Assistance

The City advocates that those employees who, through their individual ambitions and efforts, seek formal training in their employed classification, are not only improving their own personal worth, but are increasing their value to the City. Therefore, the City may, if the budget allows, reimburse tuition costs (up to \$100.00) per course incurred by employees taking courses of instruction directly related to the job class they hold with the City. Eligibility requirements for assistance are:

A City or departmental budget must exist and the training must be approved for expenditures of training. Only a regular full time employee is eligible to be considered. Training must be at the post high school level and related directly to the employee's City job classification.

Applications must be submitted and approved by the City Manager prior to enrollment in the course to ensure financial participation by the City. A passing grade must be achieved on the course work to receive reimbursement. A certified statement of completion of course work from the institution of higher learning must accompany the employee's request for reimbursement.

### **13.3 Group Insurance**

The City agrees to offer the same group health insurance coverage to members of the bargaining unit as it offers to non-unionized, non-managerial City employees. The City will make a contribution toward the cost of such insurance for individual employees and for optional dependent coverage on the same basis as it contributes to insurance coverage for non-unionized, non-managerial City employees.

An employee who retires shall have the right to continue his/her group universal or term life insurance coverage, if enrolled at date of retirement. The cost of coverage shall be deducted from the retiree's pension check.

### **13.4 Death Benefit**

The City agrees to cover employees for a death benefit in compliance with Section 112.19, Florida Statutes.

### **13.5 Personal Property**

The City agrees to follow present practice with respect to reimbursement for an employee's personal property (watch, prescription glasses, or other personal property approved by the Chief) that is lost, damaged or destroyed in the line of duty, except through employee negligence. In no case will reimbursement be made for personal property which the employee elects to use in lieu of Departmental issue, except that when an employee elects to use a Department-approved personal sidearm in lieu of the standard-issue sidearm, the City will reimburse the employee in an amount not to exceed the cost of the standard-issue sidearm in the event the personal sidearm is lost, damaged, or destroyed in the line of duty. The employee may, at his/her option, be provided with a standard-issue sidearm in lieu of reimbursement. The City shall not be responsible for the maintenance or repair of personal sidearm for reimbursement for or replacement of a personal sidearm lost, damaged or destroyed through employee negligence. Total allowable per incident - \$500.00

### **13.6 Orientation Day Briefing**

The FOP will be granted one (1) hour of time during new officer orientation to explain jointly with the Management Division Head the provisions of the Agreement and the functions of the FOP. The FOP agrees to comply with Section 447.509, Florida Statutes.

The FOP Business Agent/Staff Representative or designee will be notified by the Employee Resources Section Head as to the scheduling of new officer orientation sessions.

### **13.7 Rules and Regulations**

Each member of the bargaining unit will be provided with a personal copy of the Written Directives Manual. Any amendments to the Written Directives Manual will be communicated to employees as soon as practicable, and copies of the amendments shall be distributed within thirty (30) days of their effective date. Employees will sign for their copy of the Written Directives Manual and all amendments.

An official copy of the City Personnel Policy and Procedures Manual will be kept in the Police Department Employee Resources Section and will be available during regular operating hours for reference. Employees, who have the prior approval of their supervisors if the employees are on duty, will be permitted to review the Personnel Policy and Procedures Manual during the above-mentioned hours.

### **13.8 Voting**

Any employee who resides in and is a registered voter in the City of Lake City who does not have time outside normal working hours to vote in a City election because of assigned police duties may be given, at the discretion of his/her supervisor, up to one (1) hour of paid administrative leave in order to vote.

## **ARTICLE 14**

### **PERSONNEL FILES**

**14.1** There shall be only one (1) official personnel files for each employee, which shall be maintained in the Department of Human Resources. The file may not contain a supervisor's personal notes or memoranda concerning an employee's informal counseling. If any derogatory material is placed in an employee's official personnel file, a copy will be given to the employee. The employee will have the right to answer any such material filed, and his/her answer will be attached to the file copy.

**14.2** An employee will have the right to review his/her own official personnel files at reasonable times under the supervision of the designated records custodian.

**14.3** Whenever a request is made by a person not employed by the City to review an employee's official personnel file or Internal Affairs Records, notice of the request shall be provided to the employee whose file has been requested. Such notice shall be sent via interdepartmental mail or e-mail and, if provided, shall state the reason for the request, and the name and affiliation of the person making the request.

## **ARTICLE 15**

### **PROBATIONARY PERIODS**

#### **15.1 Duration**

The probationary period for each newly-hired employee in the bargaining unit shall be one (1) year of continuous service as a police officer in the Lake City Police Department following the date of certification as a Florida law enforcement officer. The probationary period for each rehired certified police officer in the bargaining unit shall be six-(6) months of continuous service in the Lake City Police Department.

#### **15.2 Extension**

When the employee, during the probationary period, is absent from his/her regular duties for a period of 160 consecutive working hours or more, the probationary period shall be extended by an equal number of working hours. Upon recommendation by the Division Commander, the Police Chief may extend an employee's probationary period for up to six (6) months.

## ARTICLE 16

### PERFORMANCE EVALUATIONS AND CONDITIONAL STATUS

#### 16.1 Performance Evaluations

- (1) Each employee will be evaluated a minimum of once per year after having passed his/her probationary period.
- (2) The evaluation will be made by the supervisor for whom the employee works during a major part of the year unless the supervisor has terminated or is on a leave of absence.
- (3) The performance evaluation shall be prepared and signed by the immediate supervisor (rater) and reviewed and signed by supervisors through the rank of Chief of Police. The evaluation will then proceed up the chain of command for review and any changes made in an evaluation by higher-ranking supervisors shall be initialed by the person making the change. The evaluation shall then be returned to the immediate supervisor and discussed with the employee.
- (4) Performance evaluations shall not be subject to the grievance procedure in this Agreement but shall be subject to the performance evaluation appeal procedure as outlined in a. below. For purposes of this Article, the term "days" shall mean Monday through Friday, excluding any day observed as a holiday pursuant to Article 7 of this Agreement.
  - (a) Whenever an employee disagrees with an annual evaluation report, the following appeal procedure may be used:
    1. All appeals shall be written in a legible manner and submitted to the appropriate supervisor within ten (10) workdays from acknowledgment of the annual evaluation report.
    2. The appeal package shall contain a copy of the disputed annual evaluation report, a statement of facts and information in support of the employee's appeal and other evidence as deemed appropriate. The burden of persuasion rests with the employee. Only information associated with the evaluation report may be addressed in this appeal process.
    3. Within five (5) workdays, the supervisor shall review the appeal package for consideration and action. If the supervisor agrees with the appeal, the annual evaluation report shall be corrected or re-accomplished and reprocessed for filing in the personnel records. If the supervisor does not agree with the appeal, the package and written comments setting forth the reasons for denial of the appeal shall be forwarded to the Department Director or, the City Manager if the Department Director is the Evaluator.
    4. Within five (5) workdays, the Department Director shall review the appeal package and take action. If the Director agrees with the appeal, the report shall be corrected or re-accomplished and reprocessed for filing in the personnel records. If the Director does not agree with



the appeal, the package and written comments setting forth the reasons for denial of the appeal shall be forwarded to the City Manager.

5. If the City Manager rules in favor of the employee, the annual evaluation report in question shall be corrected or re-accomplished and reprocessed for filing in the personnel records. If the City Manager does not agree with the appeal, the report shall remain unchanged and be filed in the personnel records along with the City Manager's response.

## **ARTICLE 17**

### **PROMOTIONAL EXAMINATIONS**

The promotional process will be in accordance with LCPD General Order Number 243, Promotions, (revised January 17, 2014).

- (1) Any modifications to the current promotional process which have been approved by the Chief of Police shall be incorporated into the current agreement via memorandum of understanding.
- (2) Until otherwise modified as provided in 17 (1), the current promotional process shall remain in effect.

**ARTICLE 18**

**OUTSIDE AND SECONDARY EMPLOYMENT**

Outside and secondary employment shall be administered in accordance with LCPD General Order 113, Outside and Secondary Employment, dated December 7, 2012 (revised June 6, 2019).

## ARTICLE 19

### CORRECTIVE DISCIPLINARY ACTION

**19.1** Disciplinary action will be taken against an employee only for justifiable cause.

**19.2** An employee who receives an oral/written reprimand has the right to grieve whether or not the reprimand was justified.

An employee who receives a written reprimand has the right to grieve whether or not the reprimand was justified. An employee whose salary is reduced or who is transferred for cause, demoted, suspended or dismissed shall have the right to appeal such disciplinary action through the Employee Complaint Procedure in Article 5.

**19.3** Disciplinary action shall be taken within 30 working days following the conclusion of the investigation. When, due to extenuating circumstances, a disciplinary action cannot be taken within the 30 day period, the time period may be extended by the Police Chief. Such extension shall be documented. The term "days" as used in this Article shall mean Monday through Friday, excluding any day observed as a holiday pursuant to Article 7 of this Agreement. Notice of disciplinary action shall be in writing and shall contain the reason and shall inform the employee of his/her right to appeal or grieve such action. The employee shall be furnished a copy of the notice of disciplinary action and shall be permitted to respond thereto. The employee's response, if any, shall be attached to the copy of the disciplinary action form which is filed in the employee's personnel file.

**19.4** A disciplinary action report covering an oral reprimand cannot be utilized for the purposes of progressive discipline after one (1) year if no further infractions of a similar type occur.

**19.5** A disciplinary action report covering a written reprimand cannot be utilized for the purposes of progressive discipline after two (2) years if no further infractions of a similar type occur.

**19.6** A disciplinary action report covering a suspension of 30 hours or less cannot be utilized for the purposes of progressive discipline after four (4) years provided there were no prior disciplinary action reports covering either oral or written reprimands of a similar type and provided there were no suspensions of any type in the employee's personnel file or internal affairs file at the time the suspension was imposed and provided no oral or written reprimands of a similar type and no additional suspensions of any type are incurred in the four (4) year period following the suspension.

**19.7** An employee who is suspended from duty shall receive at least twenty-four (24) hours notification of such suspension unless conditions as deemed by the Police Chief exist which would require an immediate suspension.

## ARTICLE 20

### INTERNAL INVESTIGATIONS

**20.1** The parties recognize that law enforcement personnel occupy a special place in American society. Therefore, it is understood that the City has the right to expect a high level of professional and personal conduct, both on-duty and off-duty, from all law enforcement personnel regardless of rank or assignment. Since internal investigations may be undertaken to inquire into complaints of law enforcement misconduct, the City reserves the right to conduct such investigations to uncover the facts in each case, but agrees to carefully guard and protect the rights and dignity of accused personnel. It is expected that all law enforcement personnel will give truthful and complete statements, to the best of their ability, in all internal investigations.

**20.2** When an allegation is made against an employee, the City will attempt to ensure that the allegation and any statements regarding the allegation are reduced to writing and signed.

**20.3** When an employee is the subject of an internal investigation, he will be informed of each complaint or allegation against him. Upon the conclusion of the investigation, the employee shall, upon his/her request, receive a copy of the written or recorded statement, at no cost to the employee.

**20.4** All internal investigations shall be conducted in compliance with Chapter 112, Florida Statutes, and applicable LCPD policies. When an employee is to be questioned or interviewed concerning a complaint or allegation, the employee will be informed prior to the interview of the nature of the investigation and whether he is the subject of the investigation or a witness in an investigation. If he is the subject of the investigation, the employee will also be informed of each complaint or allegation against him and be permitted to review all statements, in any format, made by the complainant and witnesses immediately prior to the beginning of the investigative interview.

**20.5** The investigative interview will be recorded in the manner prescribed in Chapter 112.532 (g), Florida Statutes.

**20.6** Unless required by statute, no employee shall be required to submit to a polygraph test or any device designed to measure the truthfulness of his/her responses during an investigation of a complaint or allegation.

**20.7** All internal investigations shall be completed within one hundred eighty (180) days. When a complaint is sustained by Internal Affairs, the investigator will discuss the investigative findings with the involved officer prior to referral to the Police Chief. If the involved officer disagrees with the investigative findings, the officer may submit a written appeal within seven (7) calendar days following notification of investigative results. The Internal Affairs Commander or his designee shall then determine whether or not additional review is appropriate and respond to the officer in writing within 72 hours or as soon as reasonably possible. Any concerns raised by the officer will be referred to the Police Chief together with all information developed from further review.

## ARTICLE 21

### PERSONNEL REDUCTION

**21.1** In the event that the City determines that a reduction in workforce is necessary, the City will ameliorate the impact of such action in the following manner.

**21.2** The City will first layoff all sworn employees in time-limited positions and will then layoff sworn employees in regular positions based upon seniority. Seniority is defined as the length of an employee's total service in the Police Department as shown in the Human Resources Department records excluding any leaves of absence without pay of 90 consecutive calendar days or more. Total service time with the Department less all leave without pay over 90 consecutive calendar days results in an employee's adjusted seniority date. Seniority shall be computed at a rate of one (1) point for each full calendar month of employment using the adjusted seniority date as the basis of the computation.

**21.3** An employee may be entitled to Veterans' Preference as set forth in Florida Statutes Chapter 295, and shall have ten (10) points added to his/her total seniority if he qualifies under the City's Veterans' Preference Policy 702.06-F4 a. and b. An employee who qualifies under the City's Veterans' Preference Policy 702.06 F4 c. and d., shall have five (5) points added to his/her total seniority score.

**21.4** The least senior employee in the Police Officer classification shall be on layoff. Should there be ties in length of service in the Department after considering veterans' preference points, then the ties will be broken after considering all official performance evaluations of each affected employee as contained in Human Resources Department records. The performance evaluations will be scored and the employee(s) with the lowest score(s) will be subject to layoff. The City will provide a 30 calendar day notice to employees on layoff.

**21.5** A laid off employee shall have recall rights to the Police Officer classification he held before the onset of the layoff procedure for a period of 24 months following layoff. Such recall rights shall consist of the right to return from layoff to a vacant position in the Police Officer classification over new applicants. Recall will be made by certified mail to the address maintained in the Police Department records and specified at the time of layoff. This address may be updated by the employee by certified mail, return receipt requested. The recall notice must be answered within 14 calendar days of its receipt. Failure to respond to recall within the time stipulated shall result in termination from the Police Department.

**21.6** An employee who is laid off shall be considered to be terminated and shall be paid for all earned but unused vacation leave. The laid off employee shall be eligible for continuation of group health insurance coverage subject to the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA). A laid off employee who has earned a vested pension benefit may elect to leave his/her contributions, and the interest earned thereon, in the pension plan in order to receive a benefit payable at normal or early retirement, or he may elect to receive a refund of his/her contributions and the interest earned thereon. A laid off employee who has earned a vested Matched Annuity Pension (MAP) Plan benefit may elect to leave all or a portion of his/her account balance in MAP in order to receive a

benefit payable at normal or early retirement, or he may elect to receive a refund of his/her account balance. A laid off employee who has not earned a vested pension benefit shall receive a refund of his/her contributions to the pension plan and the interest earned thereon. A laid off employee who has not earned a vested MAP benefit shall receive a refund of his/her MAP account balance.

## **ARTICLE 22**

### **SAFETY AND HEALTH**

#### **22.1 Substance Abuse and Drug Free Workplace**

Agreement adopts and incorporates the City's Substance Abuse and Drug Free Workplace Policy that is currently contained in Section 3.04 of the City's Personnel Policies, which were revised effective October 1, 2014; provided, appeals in Section J.4. of the Policy shall be taken through Article 5 of this Agreement.

#### **22.2 Infectious Disease Prevention**

Each employee will be provided with and utilize all personal protective equipment as required for infectious disease exposure which meets or exceeds the minimum standards established by the State Department of Labor for the prevention of infectious diseases. Likewise, the City and the employee, whenever practical, will follow the required prophylactic procedures established with regard to any employee who is exposed to blood or other body fluids. The City will provide training as required in infectious disease prevention, mitigation and exposure control.

#### **22.3 Tobacco Free Policy**

This Agreement adopts and incorporates the City's Tobacco Free Policy effective January 1, 2015.



## **ARTICLE 23**

### **INDEMNIFICATION**

The City will either provide or purchase insurance or coverage under a trust program that will provide protection to any city employee acting in good faith in the scope of his/her employment for any tort or civil rights liability for claims made against them because they are city employees. This protection will extend to judgments and amounts paid in settlement or any claim, suit or proceeding including any appeal which may legally be paid by the insurance provider. The City's obligation under this Article is contingent upon prompt notification and cooperation with the City Attorney's office. Under normal circumstances an employee served with a complaint or otherwise formally advised that he is a party to a suit or proceeding shall notify the City Attorney's office within three (3) calendar days.

## ARTICLE 24

### DUES CHECK-OFF

#### 24.1 Deductions

During the term of this Agreement, the City agrees to deduct on a biweekly basis FOP membership dues and uniform assessments, if any, in an amount established by the FOP and certified in writing to the City Human Resources Department, from the pay of those employees in the bargaining unit who individually make such request on a written check-off authorization form provided by the City. Such deduction will be made by the City beginning with the pay for the first full pay period following receipt of the authorization by the City. The FOP shall advise the City of any uniform assessment or increase in dues in writing at least 30 days prior to its effective date.

This agreement applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.

#### 24.2 Remittance

Deductions of dues and uniform assessments, if any, shall be remitted by the City to a duly authorized representative as designated in writing by the FOP. The City will deduct thirty dollars (\$30.00) per employee that authorizes a deduction to cover state dues for labor council and legal defense once per month. The City will remit the amount collected directly to the Florida State Lodge Fraternal Order of Police, Inc., 242 Office Plaza, Tallahassee, Florida 32301, monthly.

#### 24.3 Insufficient Pay for Deduction

In the event an employee's earnings within any pay period, after deductions for withholding, Social Security, retirement, health insurance, and other priority deductions, are not sufficient to cover dues and any uniform assessments, it will be the responsibility of the FOP to collect its dues and uniform assessments for that pay period directly from the employee.

#### 24.4 Termination of Deduction

Deductions for FOP dues and/or uniform assessments shall continue until either:

(a) revoked by the employee by providing the City Human Resources Department and FOP with 30 days written notice that he is terminating the prior check-off authorization,

(b) the termination of the authorizing employee, or the transfer, promotion, demotion of the authorizing employee out of this bargaining unit unless it is to another position where the FOP is the certified bargaining agent.

#### 24.5 Indemnification

The FOP shall indemnify, defend and hold the City, its officers, officials, agents and employees, harmless against any claim, demand, suit or liability (monetary or otherwise), and for all legal costs arising from

any action taken or not taken by the City, its officials, agents and employees in complying with this agreement. The FOP shall promptly refund to the City any funds received in accordance with this agreement which are in excess of the amount of dues and/or uniform assessments which the City has agreed to deduct.

**24.6 Exceptions**

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

**24.7 Dues Check-off Authorization Form**

The form attached as Appendix 1 shall be used by employees who wish to initiate dues deduction.

## ARTICLE 25

### LEAVE SHARING PLAN

**25.1** An Employee Sick Leave Bank has been established for the purpose of providing sick leave with pay for City employees during extended periods of personal illness, accident, or injury not otherwise compensated by the City.

**25.2** The Sick Leave Bank shall be administered by a committee comprised of the Assistant City Manager and the HR Director and four (4) appointed employees. The additional appointments shall be made (one each) by the Executive Director of Utilities, the Police Chief, the Fire Chief, and the Recreation Director.

**25.3** All employees who have been employed full-time for at least one (1) year and who have available eight (8) days of unused sick leave are eligible to join the Sick Leave Bank by requesting voluntary enrollment and contribution of one day (eight hours) of sick leave to the bank.

**25.4** The Sick Leave Bank shall be activated when a minimum of forty-five (45) sick leave days have been deposited. All participating members shall be required to contribute one additional day to the pool each time the Sick Leave Bank is depleted below thirty (30) days. Participating members who do not have an additional day accrued at the time of replenishment may contribute the next available sick leave day and remain eligible for membership in the Sick Leave Bank.

**25.5** A notice for replenishing the Sick Leave Bank will be given to all participating employees. At this time, participating members may withdraw from the Sick Leave Bank upon written notice to the HR Director. If an employee has withdrawn and requests to be reinstated, the employee may be reinstated upon contributing an equal number of days as those who remained in the Sick Leave Bank without withdrawing. An employee may be allowed to withdraw and be reinstated only one time during the course of employment. Employees who are not members of the Sick Leave Bank shall be given an opportunity to become members of the Sick Leave Bank during the month of October each year.

**25.6** Participating members are eligible to draw from the Sick Leave Bank when conditions exist to justify absence from work because of their own illness or accident (excluding Workers' Compensation cases) or that of an immediate family member as defined in Section 10.03.

**25.7** The following criteria must be met when applying to the Sick Leave Bank Committee for withdrawal of days from the Sick Leave Bank:

An application must be filed with the HR Director accompanied by a physician's statement which shall include the expected number of days the employee will be absent from work, the identity of the individual with the illness or injury and the nature of the illness or injury.

The employee must be or have been absent from work for at least five (5) consecutive working days because of the illness, accident, or disability. Exhaustion of all personal sick leave and personal annual

leave days is required before leave may be awarded from the Sick Leave Bank. Up to 30 days may be awarded per request.

Requests for sick leave from the Sick Leave Bank due to the illness, accident or disability of an immediate family member will also be considered by the Sick Leave Bank Committee after the employee has been absent from work for at least five (5) consecutive working days.

Application for use of the Sick Leave Bank for elective surgery shall not be considered. The Sick Leave Bank Committee may require a second opinion from a physician if necessary to determine whether or not surgery is elective and such second opinion will be obtained at the employee's expense.

## ARTICLE 26

### FOP COMMUNICATIONS

#### 26.1 Bulletin Boards

The City agrees to furnish wall space not to exceed 36" x 48" for FOP-purchased, glass-enclosed bulletin boards to be located in the hallway outside the employee break room and the check-off room.

The FOP bulletin board and the LCPD FOP representative's e-mail shall be used only for the following notices

- (1) recreational and social affairs of the FOP
- (2) FOP meetings
- (3) FOP elections
- (4) reports of FOP committees
- (5) FOP benefit programs
- (6) correspondence between the LCPD FOP representatives, employees and LCPD Command Staff

Notices shall not contain anything political or controversial, or anything reflecting adversely on the City, or any of its employees, and no material, notices or announcements which violate the provisions of this Article shall be posted.

Notices submitted for posting on the FOP bulletin board must be dated and bear the signature of the FOP Business Agent/Staff Representative or authorized representative.

#### 26.2 Use of Videotape

The Police Department will make available to the FOP the use of its videotape equipment for the purpose of communicating with bargaining unit employees. Notices provided by the FOP shall be subject to the same restrictions as set forth in Section 26.1 above.

FOP material shall be limited to an amount of time which will not result in extended shifts and overtime payments. If there is any time conflict with management scheduled tapings, the management material shall have priority.

#### 26.3 Communications

No less than three (3) times per year, the Police Department will provide up to fifteen (15) minutes per check-on to the FOP for notices and communications with employees, provided that the notices and communications comply with Section 26.1 above and do not result in extended shifts and overtime payments.

## **ARTICLE 27**

### **FOP BUSINESS**

Bargaining unit representatives shall be given reasonable time off from duty to conduct FOP business with the City. Bargaining unit representatives shall be given a reasonable amount of time while on duty to represent members of the bargaining unit in related personnel issues and to participate in collective bargaining sessions with the City. The number of representatives conducting FOP business while on duty shall be subject to staffing needs and calls for service of the Department.

## ARTICLE 28

### MANAGEMENT RIGHTS

**28.1** The FOP agrees that the City has and will continue to retain, whether exercised or not, the sole and unquestioned right to operate and manage its affairs in all respects; and the powers and authority which the City has not officially abridged, delegated or modified by the express provisions of this Agreement are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to, the right to:

- (1) determine the organization of City government;
- (2) determine the purpose of each of its constituent agencies;
- (3) exercise control and discretion over the organization and efficiency of operations of the City;
- (4) set standards for services to be offered to the public;
- (5) direct the employees of the City, including the right to assign work and overtime;
- (6) hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the City;
- (7) suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- (8) increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other reasons;
- (9) determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased;
- (10) establish, modify, combine or abolish job classifications;
- (11) change or eliminate existing methods, equipment or facilities; and
- (12) establish, implement and maintain an effective internal security program.

**28.2** The City has the sole authority to determine the purpose and mission of the City, to prepare and submit budgets to be adopted by the City Commission and to expend monies appropriated by the Commission as it shall deem advisable.

**28.3** Those inherent managerial functions, prerogatives and policy-making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.



## **ARTICLE 29**

### **PREVAILING RIGHTS**

All pay and benefits provisions in the Lake City Policy Manual or applicable City regulations which cover employees in the bargaining unit and which are not specifically provided for or modified by this Agreement shall continue in effect during the term of this Agreement.

## **ARTICLE 30**

### **SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, should be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with Florida Statutes Section 447.309 (3); then such provision shall not be applicable, performed or enforced. In such event, the parties shall meet within thirty (30) days in an attempt to modify the invalid provision of good faith negotiations. The remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

## **ARTICLE 31**

### **DURATION**

#### **31.1 Term**

This Agreement shall be effective October 1, 2021 and shall remain in full force and effect through the 30th day of September, 2024.

#### **31.2 Notices**

Notices hereunder shall be given by registered or certified mail, and if by the City, shall be addressed to the Union at 242 Office Plaza, Tallahassee, Florida 32301 and if by the Union, shall be addressed to the City Manager, City Hall, Lake City, Florida 32355. Either party may by a like written notice change the address to which such notice shall be given. Notices shall be considered to have been given as of the date shown on the postmark.

#### **31.3 Emergencies**

If it is determined that civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

IN WITNESS WHEREOF, the parties hereto have executed this Collective Bargaining Agreement with the Florida State Fraternal Order of Police, Inc. ("FOP") this \_\_\_\_ day of \_\_\_\_\_, 2021.

Signed, sealed and delivered  
in the presence of:

CITY OF LAKE CITY, FLORIDA

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
STEPHEN M. WITT  
Mayor

\_\_\_\_\_  
(Print/type name)

ATTEST: \_\_\_\_\_  
AUDREY E. SIKES  
City Clerk

\_\_\_\_\_  
Witness

(CORPORATE SEAL)

\_\_\_\_\_  
(Print/type name)

WITNESSES AS TO CITY

Signed, sealed and delivered  
in the presence of:

FLORIDA STATE FRATERNAL ORDER  
OF POLICE, INC.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
J.J. DIXON  
Chief Negotiator

\_\_\_\_\_  
(Print/type name)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(Print/type name)

WITNESSES AS TO FOP

APPENDIX 1

DUES CHECK-OFF AUTHORIZATION

To: \_\_\_\_\_

(Department)

CITY OF LAKE CITY

I, \_\_\_\_\_, Employee No. \_\_\_\_\_,  
(Name)

Department and Division: \_\_\_\_\_,

direct the City of Lake City to deduct from my pay, beginning with the pay for the first full pay period from the date this authorization is received by the City, employee organization membership dues and uniform assessments, if any, to

Florida State Lodge Fraternal Order of Police, Inc., 242 Office Plaza, Tallahassee, Florida 32301.

(Employee Organization and Unit)

in the amount of \$\_\_\_\_\_.

This authorization is made pursuant to Section 447.303, Florida Statutes, and shall continue until:

- (a) revoked by me at any time upon 30 days written notice to my employer and the employee organization,
- (b) the termination of my employment, or
- (c) my transfer, promotion, or demotion out of this bargaining unit, unless it is to another position where the FOP is the certified bargaining agent.

Date: \_\_\_\_\_ Employee's Signature: \_\_\_\_\_