

# COMMISSION MEETING AGENDA ITEM

## TOWN OF LADY LAKE, FLORIDA

### AGENDA ITEM TITLE

Consideration of Approval of the Reopener Changes to the Agreement between the Town of Lady Lake (TOLL) and the Florida Police Benevolent Association (PBA) for the Period of October 1, 2022 through September 30, 2024

### AGENDA ITEM ID

2022166

### DEPARTMENT

Human Resources

### STAFF RECOMMENDED MOTIONS

Staff recommends approval of the reopener changes to Articles 12, 13, 14, 15, and 23 of the agreement between the Town of Lady Lake and the Florida Police Benevolent Association for the period of October 1, 2022 through September 30, 2024, as presented.

### SUMMARY

The Town received notification of ratification on Friday, September 2, 2022. Effective October 1, 2022.

### Article 12- Hours of Work, Overtime, and Compensatory Time

12.3:3 — A grievance may be filed challenging the Chief's decision to assert the provision in this section, provided that the grievance may only be posted to Step 3 and shall not be subject to arbitration.

12.4 — Employees may accrue compensatory time up to 96 hours for all overtime hours worked at the discretion of the unit member. Compensatory time accrued after the 96-hour maximum will be paid out to the employee. Unit members may only carry over 60 hours of compensatory time from fiscal year to fiscal year. All hours above 60 shall be paid out to the unit member.

12.6 — Any employee who is recalled to duty after having left for the day; or who is called in on a regularly scheduled day off, i.e., annual leave day; or who is called in more than two (2) hours prior to the start of his regularly scheduled tour of duty, shall receive pay for three (3) hours or the actual time worked (excluding travel time), whichever is greater.

### Article 13- Equipment and Uniforms

13.2 — Unit members who work in civilian clothes will be provided polo shirts and two (2) pairs of pants by the Town, and an annual three-hundred-dollar (\$300) stipend to be paid by the second paycheck after a member has been transferred to a unit where members wear civilian clothes. Thereafter the unit member so assigned shall receive the stipend in the first paycheck in October, assuming the member has been in civilian attire for at least nine months.

13.4 — In the event that Town equipment is damaged, lost, or abused as a result of intentional or grossly reckless conduct by an employee, the employee may also be required to reimburse the Town for any deductible, up to \$500, incurred by the Town due to any damages or replacement cost. Said reimbursements shall be deducted from the unit member’s bi-weekly paycheck in the amount of \$75 (or less depending on the assessment), A unit member may elect to pay the assessment in one (1) or two (2) payments instead of the bi-weekly checks.

13.5 — **Take Home Vehicle Program** — The availability of Take-Home Vehicles will be as set forth in the Town Commission’s resolution, which will be reflected in the Police Department’s General Orders.

**Article 14 — Wages**

14.1 — For the October 1, 2022 fiscal year, all bargaining unit employees will receive a 7% across the board wage increase and be eligible for a performance increase of up to 2%.

Effective October 1, 2023 fiscal year, all bargaining unit employees, with one (1) year or more of service, will receive a 4% across the board wage increase and be eligible for a performance increase of up to 2%. Unit members with less than one (1) year of service shall be brought to the minimum pay range. Unit members who are below the minimum pay range for their classification shall first be brought up to the minimum range in their respective classifications as authorized in Section 14.2 and then receive the across the board and performance increases.

Employees hired after June 1 are eligible to receive the across the board increase on October 1 of that year, but not the performance increase.

14.2 — Effective October 1, 2022, the base pay ranges for unit members shall be as set below:

**POLICE OFFICER OR INVESTIGATOR**

Minimum hourly	Annualized	Maximum hourly	Annualized
\$21.00	\$45,864	\$31.49	\$68,774.16

**POLICE CORPORAL**

Minimum hourly	Annualized	Maximum hourly	Annualized
\$23.50	\$51,324	\$35.25	\$76,986

**POLICE SERGEANT**

Minimum hourly	Annualized	Maximum hourly	Annualized
\$27.25	\$59,514	\$40.89	\$89,303.76

Effective October 1, 2023, the minimum and maximum pay ranges set forth will be increased by 4%.

14.7 – Effective October 1, 2022, a Longevity Award program shall be established. Bargaining unit members who have been employed for six (6) years or longer as of December 1 are eligible for a longevity pay award paid in December of each year, according to the following schedule:

- 6 – 10 years - \$400
- 11 – 14 years - \$600
- 15 – 19 years - \$700
- 20 + years - \$800

**Article 15- Promotions**

15.3: – The minimum eligibility requirements for the rank of Corporal, shall be as follows:

1. Two (2) years continuous service with the Town of Lady Lake Police Department, or
2. Three (3) years previous experience as a certified police officer and successful completion of Field Training for newly hired employees; and

15.3:2 – Five (5) years previous experience as a certified police officer and successful completion of Field Training for newly hired employees and;

15.5 – A probationary supervisor shall be formally evaluated three (3) months from the date of promotion and again at the end (6 months) of the probationary cycle.

15.5.1 – Unit members who are promoted to a corporal or sergeant position shall be required to remain in said position for a two (2) year consecutive period of time unless one of the following exceptions are met:

- A. Unit members is promoted to a higher rank.
- B. Unit member is demoted for proper cause after the probationary period has ended.
- C. Unit member voluntarily requests a demotion to a previously held rank in which s/he qualifies. The request shall not be unreasonably denied by management.

Said request must be made within the probationary status of six (6) months from the date of promotion. In the event that the unit member exercises this exception, the unit member shall be reassigned to Patrol and shall not be eligible to partake in another promotional exam cycle or be transferred to a specialty position outside of Patrol for a period of two (2) years from the time of the voluntary demotion.

- D. After the probationary period has ended, a unit member may request a demotion to a lesser rank, based on the other exigent circumstances presented to management. Management shall have the authority to approved or disapprove the request. If approval is granted, the unit member shall not be bound by the conditions set in Section 15.51 C.

### **Article 23-Assignments**

23.1 — A grievance may be filed challenging the Chief's decision to assert the provisions in this section, provide that the grievance may only be pursued to Step 3 and shall not be subject to arbitration.

23.3 — Officers assigned as a canine handler shall receive a five (5%) pay differential, which is given to compensate the canine handler for time spent caring for the dog whether on or off duty.

### **FISCAL IMPACT**

Budgeted

### **FUNDING ACCOUNT**

001-1302-513-4930