AGREEMENT BETWEEN CITY OF LEESBURG, FLORIDA

AND

FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

CORPORALS/SERGEANTS

SEPTEMBER 30, 2011

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PREAMBLE

THIS AGREEMENT is executed this _____ day of _____, 2011, between CITY OF LEESBURG, FLORIDA (hereinafter called the "City"), and FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter called the "Association").

ARTICLE 1
RECOGNITION

The City recognizes the Association's status by virtue of Florida Statutes, Section 447.307 and its certification by the Florida Public Employees Relations Commission. The City recognizes the Association as the exclusive collective bargaining representative of the following bargaining unit:

INCLUDED: All full-time sworn, certified law enforcement officers in the classifications of corporal and sergeant.

EXCLUDED: All other employees employed in the Police Department of the City of Leesburg and all other employees employed by the City of Leesburg.

TA

TA
09/09/2010
9/9/10
CM

ARTICLE 2

ASSOCIATION DUES

2.1 The City agrees that upon receipt of a voluntary written individual authorization signed by a bargaining unit employee on the form set forth in Appendix "A-1" which is attached hereto and made a part hereof, the City shall deduct from the pay due such employee his Association dues and uniform assessments, if any. Such authorization may be revoked by an employee within thirty (30) days written notice to the City and the Association in the form set forth in Appendix "A-2" which is attached hereto and made a part hereof.

2.2 Dues shall be deducted each pay period and those monies shall be remitted to the Association thereafter.

2.3 The Association agrees to save and hold the City harmless from any and all suits, claims or judgments arising because of the City's compliance with the provisions of this article.

2.4 The Association will notify the City as to the amount of dues for each affected unit employee. Such notification will be to the City in writing signed by a representative of the Association. Any change in Association membership dues will be similarly certified to the City and shall be done thirty (30) days in advance of the effective date of any such changes.

2.5 A service charge of ~~$10.00~~ 5.00 per month shall be charged to the Association to cover expenses incurred by the City and may be deducted before the proceeds are remitted to the Association.

ARTICLE 3
NON-DISCRIMINATION

3.1 The parties to this Agreement will not discriminate against any employee because of Association membership, non-membership, or legitimate activity as required in this Agreement in behalf of the members of the bargaining unit. The parties agree they will not discriminate against any employee because of race, color, religion, creed, sex, age, national origin or marital status as provided by law.

3.2 Nothing in this agreement shall be interpreted to obligate the Association to provide services, information or process grievances for employees who are not members of the Association.

3.3 This Article 3 is not subject to the Grievance and Arbitration Procedure of Article 24.

TA
CEF 7/31/10

ARTICLE 4
GENDER

Where the words "he", "him" or "his" are used in this agreement, it shall be understood, unless the context requires otherwise, that such words include the words "she", "her" and "hers".

ARTICLE 5
PROBATIONARY PERIOD

An employee initially employed into the unit shall be on probationary status for one (1) year. The City may, at its sole discretion, terminate the employment of a probationary employee at any time for any reason during the probationary period. Unit employees promoted to the positions of Corporate or Sergeant shall be on probationary status for six (6) months from the effective date of said promotion.

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Sgts / Corp

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ARTICLE 6
ASSOCIATION REPRESENTATION AND ACTIVITIES

6.1 Representation.

a. From employees in the bargaining unit, the Association shall select one (1) Association representative from each shift to represent unit employees, It shall furnish the City with their names and any up-to-date changes thereto. In addition, the Association shall furnish to the City and keep up-to-date a list of Association Staff Representatives.

b. Where Association representation is requested by an employee, the representative shall be a person selected and designated by the Association.

c. Recognized Association representatives, who are unit employees, shall be allowed to communicate official Association business to employees prior to the beginning of his shift or after completing his shift. City work hours shall not be used by unit employees or Association representatives for conducting Association meetings or the promotion of Association affairs.

6.2 Representative Access. An employee representative of the Association (Staff Representative) shall be permitted reasonable access during non-work hours to all Departmental work locations upon request to handle specific grievances and matters of interpretation of this Agreement, such requests not to be unreasonably denied.

6.3 Bulletin Boards. The Association shall be allowed to mount a suitable bulletin board, measuring 3' x 4' in an area designated by the Chief of Police and generally accessible to employees. All materials posted shall be submitted to the Chief of Police for approval prior to posting. No material, notices or announcements shall be posted which contain anything political or that adversely reflects upon the City of Leesburg, its departments, its employees, or any labor organization among its employees. All material notices or announcements posted shall be signed

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or initialed by the Association president or his designee prior to posting. The bulletin board shall be used for posting Association information as follows:

a. Association literature

b. Notices of Association meetings

c. Notices of Association elections and results of such elections

d. Notices of Association appointments and other official Association business.

Any violation of this section by the Association shall entitle the City to revoke the privileges of bulletin board use by the Association.

ARTICLE 7
HOURS OF WORK AND OVERTIME COMPENSATION

7.1 The regular work schedule of unit employees will be as set forth in the Memorandum of Understanding between City of Leesburg and Florida Police Benevolent Association, Inc. of May 24, 2011.

7.2 No hours not actually worked except for hours paid as holiday pay shall count as hours worked for the purpose of calculating overtime compensation under the Fair Labor Standards Act.

7.3 The City shall have the right at its discretion to assign overtime work and to select unit employees to perform such work.

7.4 This article and its provisions, as well as the attached Memorandum of Understanding and its provisions, shall take effect as set forth in the Memorandum of Understanding without regard to whether the collective bargaining agreement bargained for in 2010-2011 is ratified in 2011.

MEMORANDUM OF UNDERSTANDING BETWEEN CITY OF LEESBURG AND FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

May 24, 2011

The City of Leesburg (the "City") and Florida Police Benevolent Association, Inc. ("PBA") agree to the following, and that it will be in effect as of the pay period next following full execution by the parties or as soon thereafter as is practicable and that it will take effect and remain in effect without regard to whether the collective bargaining agreement bargained for in 2010-2011 is ratified in 2011.

1. The Road Patrol schedule for the City of Leesburg Police Department consists of 12-hour shifts. The periods covered by the shifts are 6:00 a.m. to 6:00 p.m. and 6:00 p.m. – 6:00 a.m. The City shall have the right to informally poll, using its internal facilities, all unit employees assigned to Road Patrol as to whether the majority prefers the current 56-day rotation, or an 84 or a 112-day rotation, and to implement the choice of the majority as to all such employees.

2. All officers, detectives, corporals and sergeants will be scheduled to work 2,210 straight-time hours per 52-week period.

3. All officers, detectives, corporals and sergeants will experience an increase in their earned paid time off accrual proportionate to the increase in actual hours worked. They would experience a similar proportionate increase in holiday time. As to each, see the attached schedule.

4. All officers, detectives, corporals and sergeants assigned to Road Patrol will work 84 hours and 86 hours, respectively, in alternating fourteen (14) day work periods. The 86-hour fourteen-day work period has two hours of paid training time built into it to allow for in-service training. In accordance with 29 U.S.C. Section 207(k), all officers, detectives, corporals and

sergeants will receive overtime compensation for hours actually worked in excess of 84 hours so worked in the 84-hour fourteen (14) day work period and for hours actually worked in excess of 86 hours so worked in the 86-hour fourteen (14) day work period at one and one-half times the regular rate of pay.

5. Officers, detectives, corporals and sergeants will report at the top of their first hour, and remain on duty until their scheduled end of shift. All such employees are required to keep their radios and assigned telephones on during meal breaks, so as to be subject to recall if necessary.

CITY OF LEESBURG

Date: May 20, 2011

By: _____
Jay M. Evans, City Manager

Date: May 20, 2011

By: _____
William Chrisman, Chief of Police

FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

Date: May 24, 2011

By: _____
Name: T.W. "Jack" Soule
Title: FBA Chief Negotiator

Years of Service	Current PTO Days per year for 2080 annual hrs.	Current PTO Hours per year for 2080 annual hrs.	Percentage of 2080 annual hrs. given as PTO	Proposed PTO hours based on 2210 annual hrs.	Proposed hours per pay period
0-5	23	184	0.088462	195.5	7.519
6	24	192	0.092308	204	7.846
7	25	200	0.096154	212.5	8.173
8	26	208	0.10000	221	8.500
9	27	216	0.103846	229.5	8.827
10	28	224	0.107692	238	9.154
11	28.5	228	0.109615	242.25	9.317
12	29	232	0.111538	246.5	9.481
13	29.5	236	0.113462	250.75	9.644
14	30	240	0.115385	255	9.808
15	30.5	244	0.117308	259.25	9.971
16	31	248	0.119231	263.5	10.135
17	31.5	252	0.121154	267.75	10.298
18	32	256	0.123077	272	10.462
19	32.5	260	0.125000	276.25	10.625
20+	33	264	0.126923	280.5	10.788

	Number of hours worked per year	Hours given for holiday	Percentage of annual hours given
Regular 8-hour shift	2080	8	0.00384615
Proposed 12-hour shift	2210	8.5	0.00384615

SERGEANTS/CORPORALS

ARTICLE 8
SENIORITY

8.1 Seniority shall be by length of continuous employment with the City as a sworn officer, calculated from the most recent date of hire. In cases of selections for layoff or recall, the following factors shall be considered:

a. Seniority as above defined,

b. Ability to perform the work, and

c. Physical fitness.

8.2 Continuous service with the City for seniority purposes shall continue to accrue during all types of paid leave.

8.3 Seniority shall be used only as stated in 8.1 and for no other purpose, provided, however, while PTO requests shall be filled on a first come-first served basis, PTO requests submitted simultaneously shall be filled based on seniority.

8.4 An employee on layoff status shall be recalled to an available job in accordance with Section 8.1. The City may require a physical examination of an employee at its expense before recall. In the event an employee on layoff does not advise the City within seven (7) calendar days of his intention to return and return within fourteen (14) calendar days, that person shall be terminated for all purposes.

An employee shall lose his seniority as a result of the following:

a. Termination,

b. Retirement,

c. Layoff exceeding twelve (12) months

ARTICLE 9
INTERNAL INVESTIGATIONS

9.1 The parties recognize that the security of the City and its citizens depends to a great extent upon the manner in which employees covered by this Agreement perform their various duties. Further, the parties recognize that the performance of such duties involves those employees in all manner of contacts and relationships with the public and out of such contacts and relationships with the public, questions may arise, or complaints may be made concerning the actions of employees covered by this Agreement. Investigations of such questions and complaints must necessarily be conducted by, or under the direction of, Police Department supervisory officials whose primary concern must be the security of the City and the preservation of the public interest.

9.2 In order to maintain the security of the City and protect the interest of its citizens, the parties agree that the City must have the unrestricted right to conduct investigation of citizens' complaints and matters of internal security; provided, however, that any investigative interrogation of any employee covered by this Agreement relative to a citizen's complaint and/or matter of internal security shall be conducted pursuant to law, as established by Florida Statute, 112.531 et seq., commonly referred to as "The Law Enforcement Officers' Bill of Rights," as such law exists and/or may be amended.

9.3 No allegation of a violation or violations of The Law Enforcement Officers' Bill of Rights shall be subject to the Grievance and Arbitration Procedure of this Agreement.

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ARTICLE 10
JOB RELATED MEDICAL LEAVE OF ABSENCE

10.1 In the event that an employee is unable to perform work because of an injury which is compensable under the Florida Worker's Compensation Law, he may use accumulated sick leave or PTO to make up the difference between his regular salary and the amount received from worker's compensation carrier for a bi-weekly pay period.

10.2 An employee who is absent for a compensable injury covered under the Worker's Compensation Law will be permitted to use available sick leave or PTO for any days not payable by worker's compensation insurance. Under the Florida Workers' Compensation Law, no compensation shall be allowed for the first seven (7) days, except if the injury results in disability of more than twenty-one (21) days, compensation shall be allowed from the commencement of the disability. If an employee collects sick leave or PTO for all or any part of the first seven (7) days of an absence covered by worker's compensation insurance and is later paid for the same period by the insurance carrier, the employee shall reimburse the City for the sick leave paid or PTO and his/her account will be credited accordingly.

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ARTICLE 11

PHYSICAL EXAMINATIONS

11.1 Since the City requires periodic fitness for duty examinations during employment, it may require any unit employee to pass any such examination administered by a physician of the City's selection, when and if considered necessary by the Chief of Police or the City Manager. Only the cost of the physical examinations, to include x-rays or lab tests required by the City will be paid for by the City. The employee shall execute the necessary lawful medical releases to allow the City access to the written results of the examination. If employee misses a scheduled appointment for other than emergency reasons, he will be suspended without pay until the appointment is met and examination is completed. Proof of passing must be submitted by the examining physician prior to employee returning to work.

11.2 An employee who fails to pass a periodic fitness for duty examination will not be retained as an employee of the City unless acceptable corrective measures are taken.

11.3 An employee shall achieve and maintain a state of personal physical condition that allows him to perform all aspects of the job description promulgated by the City for his job or rank. The current job description may be changed in accordance with the requirements of the Americans with Disabilities Act of 1990.

11.4 If the City has reason to believe that an employee is not able to perform all aspects of his job because of a reason related to his personal physical condition, the City may order an employee to be examined by a physician.

11.5 In the event the City receives a written recommendation from a physician paid for by the City for a physical fitness program for an employee, the employee shall perform such physical exercise program as directed by the Chief or his designee.

11.6 In the event an employee disagrees with the recommendation of the physician employed by the City, the employee reserves the right to select his own physician for examination at the employee's expense. If the two physicians disagree, the City and the employee shall agree on a third physician within thirty (30) calendar days, and the third physician's decision on the question of the scope of a physical fitness exercise program shall be binding on the City, the Association, and the employee. His expense shall be equally divided between the City and the employee.

11.7 No employee shall be ordered to participate in a City provided physical fitness program without first having a physician-conducted physical examination, including a stress EKG, a pulmonary function test, an audio and vision test, a blood chemical profile, and a SMAC test paid for by the City.

11.8 If the City determines that an employee is permanently unable to execute the regular duties of a sworn, certified law enforcement officer, but the City considers the employee to be qualified by reason of his training, education, or experience to perform in some other position or job with the City, the City

may offer the employee the opportunity to seek such a full time position within five (5) months of the date of the medical decision determining the employee's unfitness for duty as a law enforcement officer. The City may elect not to rehire the employee. An employee who the City determines is medically unfit for duty as a law enforcement officer and for whom another position cannot be found may be terminated. Nothing in this section shall prohibit an employee from seeking a disability retirement under the provisions of the Police Officers' Retirement Fund (185 Police Pension Plan, Municipal Police Retirement) of the City of Leesburg.

SERGEANTS/CORPORALS

ARTICLE 12
OFF-DUTY DETAIL PAY

Unit employees may, solely at their option, agree to be employed on special details by separate or independent employers in law enforcement or related activities. The City will facilitate such employment of such employees by separate and independent employers. Compensation paid to such employees by such separate and independent employers shall be at the rate of twenty-eight dollars ($28.00) per hour or fraction thereof, with a four (4) hour minimum in each case. Each such employee is responsible for keeping his hours worked on such detail work and furnishing such records to the separate or independent employer.

ARTICLE 13
EDUCATIONAL LEAVE

13.1 If an employee is directed by the City to enroll in a course, the City shall pay the actual time spent in attending the course at the employee's base rate. The Chief shall direct an employee in writing and the employee so directed shall attend without having to exchange time or use any PTO or compensatory time.

13.2 If the City does not require attendance at a course, the time in attending the course shall not be paid by the City. An employee seeking an unpaid leave of absence for this purpose shall make written application to the Chief of Police. Approval of such application must be made by the City Manager. An employee may request to use comp time or PTO leave to attend courses not required by the City.

13.3 If an employee chooses for his own reasons to enroll in a job related academic course sponsored by an accredited law enforcement training academy or other institution, and approval for the reimbursement of the cost of tuition, books and fees in accordance with the City's Educational Funding Policy has been obtained, the employee may request, through the Chief, time off to attend the course. With the Chief's approval, the employee may attend such course while on duty without loss of pay. Such employee may report back to duty at the conclusion of the class and report to work for the balance of the shift, or take PTO (if available) through the end of that shift. Time paid under this Section 13.3 shall not count as hours worked for the purpose of potential overtime compensation.

13.4 When an employee attends a scheduled class that is mandated by the City on a day when he is not scheduled to work, he shall be paid at his base rate for the actual time spent attending the class.

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13.5 Actual time spent in class and paid under Article 13.4 will count as hours worked for the purpose of potential overtime compensation.

ARTICLE 14
EDUCATIONAL SUPPLEMENTAL COMPENSATION

The current City practice under state law to pay an additional sum to an employee upon completion of certain required educational courses related to his primary job shall be continued. Should that state program be altered or amended, the benefit shall be accordingly changed.

ARTICLE 15
INSURANCE

The City will make available health insurance, life insurance, and accidental death and dismemberment insurance benefits on a group basis to unit employees to the same extent and in the same manner that such benefits are provided to other City employees, including general employees and executive staff. The City shall have the same rights with respect to unit employees to make, or to agree with the provider or providers to, changes in such benefits and/or the costs thereof to the City and/or to employees as with all other City employees. Provided all City employees, including unit employees, have available the same benefits, as above described, the City shall have no obligation to bargain over such changes or their effects during the term of this Agreement.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF LEESBURG AND FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

May 24, 2011

The City of Leesburg (the "City") and Florida Police Benevolent Association, Inc. ("PBA") agree to the following, that it will take effect immediately upon signature by both parties, and that it will remain in effect through September 30, 2012 without regard to whether the collective bargaining agreement bargained for in 2010-2011 is ratified in 2011. The subject matter of this Memorandum of Understanding is attached hereto, entitled, "Article 15, Insurance." It was tentatively agreed to at the Special Magistrate's hearing on April 21, 2011. The initials on the document initialled are those of the Staff Representative for the PBA and the legal counsel for the City.

CITY OF LEESBURG

Date: May 20, 2011

By: Jay M. Evans
Jay M. Evans, City Manager

Date: 05/20, 2011

By: WJC Chrisman
William Chrisman, Chief of Police

FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

Date: May 24, 2011

By:
Name: JN "Jake" Soule
Title: PBA Chief Negotiator

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ARTICLE 16
PAID TIME OFF

16.1 The City furnishes paid time off (PTO) to all full-time unit employees. PTO is to be used for vacation, medical absence leave and other paid leave for the purposes set forth below. PTO shall not count as hours worked for the purpose of calculating or paying overtime compensation under the Fair Labor Standards Act.

Eligibility/Administration

16.2 PTO is granted for personal time off (vacation or leisure time), personal illness, to include physician and dental appointments only for the time necessary to meet such appointments, injury, pregnancy, or a serious illness in the employee's immediate family (medical absence). Immediate family for this purpose is defined as parent or stepparent, spouse, children or stepchildren, or other dependents living in the household. In addition, upon approval of the Chief of Police, PTO may also be used for the serious illness of the employee's mother, mother-in-law, father or father-in-law. In any situation in which a medical absence will exceed three (3) days due to illness of the employee or other person, the City may require written certification from a treating physician so that a determination may be made as to eligibility for PTO.

16.3 Employees who are absent for reasons covered under the Florida Workers' Compensation Law are permitted to use available PTO for any days for which they do not receive wage loss benefits under the Workers' Compensation Law. If an employee collects PTO for all or any part of the first seven (7) days of an absence covered by Workers' Compensation for which he collects wage loss benefits, such employee shall reimburse the City for the PTO paid and his PTO account will be credited accordingly.

16.4 In addition to an employee's own earned PTO time, all unit employees who have completed six months of employment are eligible for participation in the PTO Exchange Program.

16.5 Newly hired employees accrue PTO entitlement, but are not permitted to take PTO leave during their first 90 days of service.

16.6 PTO time is not earned during an unpaid leave of absence, but is earned during PTO leave or other paid absences.

16.7 PTO entitlement will not accrue once an employee has reached the maximum accrual permitted.

16.8 During PTO for illness an employee must maintain daily contact with his immediate supervisor (or make suitable arrangements) in order for the supervisor to know the employee's estimated date of return to work. Usage of PTO for illness is contingent upon maintenance of regular contact.

16.9 Depending on the length and circumstances of an employee's illness or disability, the City may require a physician's written release before the employee may return to work.

16.10 A supervisor may send an employee home due to illness without recourse in order to maintain a healthy workplace. The time off will be charged to the employee's accrued PTO. If the employee does not have a sufficient balance in his PTO account this time shall be charged as leave without pay.

16.11 All accruals formerly known as sick leave banks or long term banks have been frozen and must be used in the event of need for medical absence leave as defined in this article until exhausted before any other available benefit is used for that purpose.

Scheduling

16.12 PTO leave shall be scheduled and taken as approved by the employee's immediate supervisor. PTO time shall be requested in writing, in advance, and may be denied if not timely made, if granting PTO would leave the Department understaffed, or if scheduled work cannot be performed in the absence of the employee.

16.13 Preference in selection of dates may be granted by the supervisor either on a first request basis or on length of service.

16.14 If a City-paid holiday falls during an employee's PTO, the holiday will not be counted as PTO taken.

16.15 No pay advance will be permitted prior to an employee taking PTO.

16.16 PTO pay shall be based on the employee's base hourly rate of pay applicable at the time the PTO is taken, exclusive of any other factors.

16.17 The Chief of Police has final authority to approve or disapprove PTO leave and may exercise that authority when appropriate. The City acknowledges a distinction in this regard between requests for PTO vacation or other personal use and for PTO for illness or injury. Under no circumstances will the leave be granted when it would require that overtime be paid to another person because of the employee's absence.

Accrual

16.18 PTO entitlement shall accrue for each full-time employee from the employee's date of hire at the following rates:

Years of Service	PTO hours based on 2210 annual hours	Hours per pay period
0-5	195.5	7.519
6	204	7.846
7	212.5	8.173
8	221	8.500
9	229.5	8.827
10	238	9.154
11	242.25	9.317
12	246.5	9.481
13	250.75	9.644
14	255	9.808
15	259.25	9.971
16	263.5	10.135
17	267.75	10.298
18	272	10.462
19	276.25	10.625
20+	280.5	10.788

Maximum Accrual Permitted

16.19 Unused PTO may be accrued to a maximum of 595 hours.

PTO Sell-Back

16.20 Those employees who desire to sell PTO leave hours back to the City rather than use them are allowed to do so under the following guidelines:

a. The employee must complete a written request in a form acceptable to Human Resources.

b. A maximum of one hundred and seventy (170) hours may be sold back to the City in any one fiscal year.

c. A minimum of eight (8) hours must be sold on each occasion.

d. An employee may only sell to the City the same number of hours (or less) of PTO time that the employee has used as paid time off away from work during the twelve (12) month period preceding the request for PTO sell-back.

e. Employees may exercise this option a maximum of two (2) times a fiscal year.

f. Payment will be made in a supplemental check in the next regular pay period or in a contribution to the employee's ICMA account, at the option of the employee, subject to any applicable plan limitations.

16.21 PTO Donation and Exchange Policy. The city has established a plan whereby employees are able to donate some of their PTO leave to another employee who has none.

All permanent full-time and part-time employees are eligible to participate after successfully completing six months of employment. The purpose of the PTO leave exchange policy is to provide time off with pay for employees during periods of personal prolonged illness, accident, or injury not otherwise compensated by the City. The following are the guidelines for the use of this policy:

a. Donated PTO hours are to be used for illness, accident, injury or maternity only for employees or as necessary to provide care for immediate family (i.e., spouse, children or other dependents living the same household).

b. Employees are only eligible to receive a maximum of twelve (12) weeks of donated PTO leave per twelve (12) month rolling period. (Example: once 12 weeks have been used, the employee is not eligible to use donated sick leave until 12 months have passed.)

c. Donations shall come from the Long Term Bank (formerly Sick Leave) until all available time has been exhausted. Additional donations shall then be drawn from the accumulated PTO accumulation.

d. An employee shall be eligible to request the assistance of donated PTO leave when:

(1) All accrued time has been exhausted; and

(2) Employee has been absent for at least fourteen (14) consecutive calendar days in either paid or unpaid leave status.

e. Employees who have been instructed by a physician to return to work on a limited basis (such as every other day or less than their regularly scheduled shift) shall be eligible for PTO donation provided they otherwise qualify pursuant to paragraph d above.

f. Each request for assistance from the PTO exchange program must be verifiable. (Example: Notification to the Human Resources Department by the Department Head and the ability to receive confirmation from the doctor treating the illness or injury.)

g. Upon approval, by virtue of the conditions being met, the Human Resources Department will notify all departments of an employee's need for PTO or LTB donations.

h. Any employee wishing to donate PTO leave will need to complete the necessary form in the Human Resources Department allowing a transfer of PTO leave from their account to the needy party's account.

i. All donations must be in even amounts. (Example: 4, 7 or 9 hours; fractional donations are not acceptable.)

j. The minimum donation allowed shall be four (4) hours.

k. The hours donated will not be taken from the donor's account until they are actually used.

Leaving in "Good Standing"

16.22 To leave in "good standing" for purposes of Section 16.23 of this Article, an employee who resigns must provide the City with a minimum of two weeks' written notice; return all City equipment and keys in good condition ordinary wear and tear excepted; provide

the City with a forwarding address; and complete an Exit Interview with Human Resources. An employee who is discharged for any reason related to discipline or work performance does not leave in good standing.

Benefits on Termination

16.23 a. Long Term Bank (formerly known as Sick Leave). Any employee who leaves in good standing shall be entitled to payment of one-half of their accumulated and unused Long Term Bank up to a maximum of 200 hours. Any employee who separates because of death or retirement shall be entitled to payment of one-half of their accumulated and unused Long Term Bank up to a maximum of 400 hours.

b. Paid Time Off (PTO). Any employee who leaves in good standing or because of death or retirement shall be entitled to payment of their accumulated and unused PTO not to exceed 382 hours.

c. This Section 16.23 shall not apply to any case of discharge for any reason related to discipline or work performance.

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ARTICLE 17
HOLIDAYS

17.1 The following days are recognized as City holidays:

Holiday	Date Observed
New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	Friday after Thanksgiving Day
Christmas Eve	December 24
Christmas Day	December 25
One Personal Floating Holiday	To be selected by employee

The Floating Holiday is intended to be used to observe days of personal significance such as religious holidays, birthdays, weddings or other special occasions. The Floating Holiday is only available to employees in the calendar year following successful completion of their probationary period. Employees must schedule this day each year with their supervisor as far in advance as possible. Failure to take a floating holiday within a calendar year will result in loss of that day.

17.2 For positions which are part of a 24/7 operation (such as road patrol) the holiday will be observed on the actual holiday. Positions which normally work Monday-Friday (such as CID, code enforcement, motors, etc.) will be observed on the City observed holiday.

17.3 All unit employees are eligible for holiday pay. Holiday pay shall be for 8.5 hours at the eligible employee's straight time base hourly rate.

17.4 To be eligible for holiday pay, an employee must work the last regularly scheduled shift preceding the holiday and the first regularly scheduled shift following the

holiday, unless the absence is approved in advance by his supervisor. An employee who separates from the City or commences an unpaid leave of absence on the last scheduled shift preceding or on the first shift following a holiday will not receive holiday pay.

17.5 If a holiday falls during an employee's scheduled and approved PTO, the holiday will be observed, the employee will receive holiday pay, and the holiday will not count as PTO.

17.6 The Department may require any employee to work on a holiday. Any employee required to work on a holiday will be paid at one and one-half times his regular hourly rate for the hours worked, and will receive 8.5 hours of pay at his base hourly rate for the holiday. If an employee otherwise eligible is required or scheduled for work on a holiday, but fails to report or perform the assigned work, he shall forfeit holiday pay for the unworked holiday, unless such failure is because of illness or death in the immediate family or because of other similar good cause as evidenced by written certification of a physician or other proof as requested by the City.

17.7 Holiday pay shall be considered hours worked for the purpose of calculating overtime compensation.

17.8 In the event the City determines to observe a day other than the above-listed days as a City-wide holiday, that day will be treated under this Article as a holiday but only so long as the City observes it as a City-wide holiday.

ARTICLE 18
OUTSIDE EMPLOYMENT

The City permits unit employees to accept employment with other employers, or to engage in other paying work, provided that at all times City employment shall be the primary compensated work activity of unit employees. All unit employees will be required to report for duty when called, regardless of other work or employment. At no time may any unit employee use his position with the City or his uniform for any personal advantage. At no time can other employment or any other work activity of a unit employee interfere with the performance of work for the City or create any conflict of interest affecting the City or the employment with the City of such unit employee. No off-duty work will take place while the employee is receiving PTO for any medical leave-related purpose related to illness of or injury to any person or wage loss benefits attributable to City employment. Exceptions may be made to this if an employee's medical restrictions cannot be accommodated by the City. Such exceptions must be approved by the Chief of Police with the concurrence of the Human Resources Department. It is understood that no employee will be covered by worker's compensation benefits attributable to City employment as a result of any accident or injury incurred during off-duty employment. No employee shall utilize other on-duty City employees, City paid time, or City equipment, facilities or vehicles in connection with any off-duty employment.

Unit employees who intend to accept any form of non-City employment or independent contractor relationship shall complete and deliver to the Chief of Police the form attached as Appendix "A-3".

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ARTICLE 19
WITNESS SERVICE

19.1 Employees who are required to serve during scheduled duty as witnesses for the City in any judicial or administrative proceeding, or who are required to serve during scheduled duty as witnesses for any party under a valid and lawfully served subpoena in connection with any non-personal matter which arose from the course or scope of their employment, shall be given time off with pay to serve, and shall return to duty immediately upon completion of such service, so long as at least one (1) hour of their work hours or shift is still in effect.

19.2 Employees who are required to serve in either capacity during times other than their scheduled duty time shall be paid a minimum of two (2) hours at their base hourly rate or for the actual hours of time, whichever greater, spent by them at the courthouse or other required place of attendance. All such paid time must be documented by the employee.

19.3 All witness fees payable to an employee for or in connection with such service must be endorsed and tendered to the City by the affected employee as a condition to being paid by the City for the time taken off for witness service under the foregoing language of this article.

19.4 Actual time spent by an employee serving as a witness for the City, regardless of whether the employee is on scheduled duty during such time; and actual time spent serving as a witness under a valid and lawfully served subpoena for any party in connection with any non-personal matter which arose from the course or scope of the employment of such employee, shall be counted as hours worked for purposes of computing statutory overtime under the overtime regulations promulgated under the Fair Labor Standards Act.

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ARTICLE 20
SAFETY AND HEALTH

The City and the Association agree to cooperate in making continuing efforts to eliminate accidents and health hazards and in the enforcement of City rules and regulations relating to safety.

The parties agree that the Association may appoint one individual to sit as a member of any safety committee of the City now existing or which may hereafter exist during the term of this Agreement. The individual appointed by the Association shall have the same decision making and voting rights as any other committee member. Such individual may participate in committee meetings while on duty without loss of pay if such meetings are scheduled while he is on duty; otherwise his attendance will not be compensated by the City.

The Chief of Police shall give good faith consideration to implementation of any recommendation made by any such committee during the term of this Agreement, which relates to any functions or duties of unit personnel.

Sgts / Cpls TA CRT 9/9/16

ARTICLE 21
EMPLOYEE RIGHTS

21.1 The Parties agree not to interfere with the right of any eligible employee to become a member of the Association, withdraw from membership from the Association, or refrain from becoming a member of the Association.

21.2 Each employee covered by this Agreement shall have the right to inspect his official personnel file, provided, however, that such inspection shall take place during working hours at the location where the official personnel file is kept.

21.3 Employees covered by this Agreement shall have the right to file a written response to any letter of reprimand or other derogatory document which is placed in the employee's official personnel file as a result of supervisory action or citizen complaint. At the employee's request, any such written response shall be included in the employee's official personnel file together with the specific derogatory document against which it is directed.

21.4 The City agrees to allow each employee who is a registered voter and is scheduled to work on the day and during the hours of a general election reasonable time off with pay to vote. Voting time will be scheduled in the discretion of Department management so as to not interfere with work.

ARTICLE 22
MANAGEMENT RIGHTS

It is the right of the City of Leesburg to determine unilaterally the purpose of the City of Leesburg Police Department, to set standards of services to be offered to the public, to exercise control and discretion over the operations of the City of Leesburg Police Department and to direct its employees in that Department.

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ARTICLE 23
GRIEVANCE AND ARBITRATION PROCEDURE

23.1 Members of the bargaining unit will follow all written and verbal orders given by superiors even if such orders are alleged to be in conflict with this Agreement. Compliance with such orders will not prejudice the right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance. An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented in the grievance procedure. Nothing in this section shall be construed to prevent any employee from presenting his own grievances, and having such grievances adjusted without the intervention of the Association, provided the adjustment is consistent with the terms of this Agreement.

23.2 The Association may at its own discretion choose not to represent an employee pursuing a grievance who is not a dues paying member of the Association or whose grievance in the opinion of the Association is without merit. The Association shall not have liability to an affected unit employee on any claim of such employee which may arise out of any adjustment or lack thereof relating to any grievance or arbitration which was processed without representation by a duly recognized Association representative.

23.3 A grievance may be submitted by the Association as the exclusive representative of unit employees covered by this Agreement as a "Class Grievance", which is defined as a grievance which is general in nature and affects more than one employee regarding the same subject. An Association Staff Representative shall sign the Class Grievance on behalf of the affected unit employees. If a Class Grievance is alleged to affect less than the entire unit, each affected individual must be named in the initial filing. A Class Grievance shall be submitted at

Step 2 (Chief of Police) within seven (7) calendar days, excluding weekends and holidays, of the Association's knowledge of the occurrence of the action giving rise to the grievance.

23.4 A "grievance" is a claimed violation of this Agreement. No grievance will or need be entertained or processed unless prepared in writing in the manner described herein, and unless filed in the manner provided herein within the time limit prescribed herein. A grievance may be filed by either a bargaining unit employee ("employee" as used herein being understood to include the plural for purposes of this Article) or by the Association. Grievances are limited to claims which are dependent for resolution exclusively upon interpretation or application of one or more express provisions of this Agreement. The City need not entertain or process under this article and may refuse to entertain or process any dispute, claim or complaint or other matter not meeting this definition.

23.5 Grievances will be processed in the following manner and strictly in accordance with the following stated time limits.

Step 1: An aggrieved employee or the Association shall present in writing the grievance to the aggrieved employee's commander within his or her chain of command within seven (7) calendar days of the aggrieved employee's or Association's knowledge of the occurrence of the action giving rise to the grievance. The commander shall reach a decision and communicate it in writing to the grievant within seven (7) calendar days from the date the grievance was presented to him. The failure of the aggrieved employee or the Association to make the grievance known in writing to the commander within seven (7) calendar days of such knowledge of the occurrence of the action giving rise to the grievance shall constitute a final and conclusive bar on the merits of the grievance. The phrase "action giving rise to the grievance" shall include a final decision

made by a representative of the City which results at a later time in the action which is the subject of the grievance.

Step 2: If the grievance is not fully resolved at the first step, the aggrieved employee or Association may forward the written grievance to the Chief of Police within seven (7) calendar days of receipt of the answer provided in Step 1. If there is a meeting involved in this step, an Association representative may attend. The decision of the Chief of Police shall be determinative of the grievance. The City shall notify the aggrieved employee and the Association of the Chief's decision within seven (7) calendar days following the meeting.

23.6 **ARBITRATION**

a. If the grievance is not resolved by the foregoing grievance procedure, the Association, within fourteen (14) calendar days after the Chief's decision in Step 2, may give to the Chief, by hand delivery or by registered or certified mail, a written notice of its desire to submit the matter to arbitration; said written notice to include a written statement of the position of the Association with respect to the arbitrable issues.

b. Within fourteen (14) calendar days from receipt of such notice, the parties shall select an arbitrator. In the event the parties fail to agree on an arbitrator, both parties shall, within fourteen (14) calendar days, jointly request a list of nine (9) qualified arbitrators from the Federal Mediation and Conciliation Service (FMCS). The Association and then the City will alternately eliminate one at a time from said list of names or persons not acceptable until only one remains and this person will be the arbitrator. A coin toss will determine which party has the right to first strike arbitrators.

c. As promptly as possible after the arbitrator has been selected, he shall conduct a hearing between the parties and consider the grievance. The decision of the arbitrator

will be served upon the employee or employees aggrieved and upon the City and the Association in writing. It shall be the obligation of the arbitrator to rule within twenty-one (21) calendar days after the hearing.

d. The expense of the arbitration, including the fee and expenses of the arbitrator, shall be paid by the losing party. Each party shall be exclusively responsible for compensating its own representatives and witnesses. In the event the witnesses are City employees, and their testimony is relevant, they shall be relieved from their normal duties for the purpose of their testimony with no loss of pay. At the conclusion of their normal scheduled duty hours, the City will not be liable for payment of overtime.

e. The submission to the arbitrator shall be based exclusively on the written grievance as submitted in Step 1 (or Step 2 in the case of a Class Grievance) of the grievance procedure, and shall include a copy of this Agreement.

f. The power and authority of the arbitrator shall be strictly limited to determination and interpretation of the express terms of this Agreement. He shall not have the authority to add to or subtract from or modify any of said terms, or to limit or impair any right that is reserved by this Agreement, by statute or otherwise to the City or the Association or the employees, or to establish or change any wages or rate of pay in this Agreement.

g. No decision of any arbitrator or of the city in one case shall create a basis for retroactive adjustment in any other case.

h. In settlement or resolution by arbitration of any grievance resulting in retroactive adjustment, including back wages, such adjustment shall be limited to a maximum of fourteen (14) calendar days prior to the date of the filing of the grievance at Step 1 (or Step 2 in the case of a Class Grievance).

i. All claims for back wages shall be limited to the amount of wages that the employee otherwise would have earned from the City, less any unemployment compensation or compensation from any other sources that he received during the period for which the back pay was awarded.

j. The decision of the arbitrator is final and binding on both parties, and the grievance shall be considered permanently resolved, subject to any judicial relief available to either party under Florida law. Upon receipt of the arbitrator's decision, corrective action, if any, will be implemented as soon as possible, but in any event no later than fourteen (14) working days after receipt of the decision, unless a party intends to challenge the decision.

k. It is agreed, with respect to this grievance and arbitration procedure, that:

(1) It is the intent of the parties that grievances must be raised at the earliest possible time. Any grievance, in order to be entertained and processed, must be submitted in writing at Step 1 (or in the case of Class Grievance Step 2) within seven (7) calendar days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within seven (7) calendar days after knowledge of a final decision which results in the action which is the subject of the grievance.

(2) A matter otherwise constituting a grievance not presented at the appropriate step within the time limit prescribed and in compliance with paragraph 1 above shall be conclusively barred on the merits following expiration of the prescribed time limit. Such a time-barred grievance need not be entertained or processed, and only factual disputes as to timing will be the subject of any arbitration resulting from the matter. A grievance which is for any reason not advanced to Step 2 or to arbitration within the time limits prescribed herein for such advancement shall be similarly permanently withdrawn and barred. Failure on the part of

the City to respond within the time limit set forth at any step shall require the aggrieved employee or Association to proceed to the next step or to arbitration, and failure on the part of the aggrieved employee or Association to so proceed within the time limit after expiration of the time limit for the City's response shall cause the matter to be barred as set forth in this paragraph.

(3) A time limit at any stage of the grievance procedure may be extended by written mutual Agreement of the Association and the Chief of Police.

(4) All grievances shall be dated and signed by the aggrieved employee or Association representative. Any decision rendered shall be in writing and shall be dated and signed by the City's representative at that step.

(5) In any grievance there shall be set forth in space provided on the grievance form or on attachments, if necessary, all of the following:

(i) a complete statement of the grievance and facts upon which it is based;

(ii) the section or sections of this Agreement claimed to have been violated; and

(iii) the remedy or correction requested.

(6) Unless mutually agreed, all grievance hearings will be during working hours.

(7) Any grievances filed on behalf of or for the benefit of any employee or employees must specifically name all such employees, and may not be amended after progression to Step 2 to add names. No monetary or other relief shall be granted or awarded to any employee not so named. The only exception to this is that if the Association claims that a grievance affects the entire unit (Class Grievance), it may describe the unit generally.

(8) In all cases requiring the aggrieved employee or the Association to timely present or advance a grievance to a designated City official, hand delivery during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday, except holidays hereunder, to the office of that official shall be sufficient for compliance with prescribed time limits if the designated official is not personally available for service.

ARTICLE 24
DRUG TESTING

The Association agrees to the current City of Leesburg Drug Free Workplace Policy (the "Policy") approved by the City Commission on May 28 1991 and in effect from November 20, 1991. Should the City desire to modify, change or amend the existing drug testing policy affecting unit employees, the parties agree to meet and bargain the impact of such modifications, changes or amendments to the policy prior to implementation.

ARTICLE 25
WORK RULES

25.1 Employees shall be required to observe and comply with the written regulations governing their employment as set forth in the City of Leesburg Personnel Policies manual, the City of Leesburg Police Department Rules, and Regulations, Operating Procedures and General Orders manual, current Department procedures and such special and general orders and written communications as issued from time to time, commonly referred to as Standard Operating Procedures and the Chief's Directives as they may be amended from time to time.

25.2 Employees shall be required to observe and comply with such additional or supplemental rules and regulations promulgated and published by the Chief of the Police Department, provided that such rules and regulations shall not be contrary to any of the provisions of this Agreement. No disciplinary action will be taken for violation of a posted rule or regulation until at least five (5) business days after posting. The posting of additional or supplemental rules will be on the departmental bulletin board.

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ARTICLE 26
REPRODUCTION OF AGREEMENT

The City will furnish one "hard" copy and one compact disc of this Agreement and the City of Leesburg Police Department Rules and Regulations as issued and/or amended from time to time to the station, and a hard copy or CD to the Association Executive Board, as the latter may elect. An electronic copy will be located in the G drive.

ARTICLE 27
NOTICE

Any notice to be given under this Agreement shall be given by certified mail; if given by the Association to the City, it shall be addressed to the Director of Human Resources, City Hall, Post Office Box 490630, Leesburg, Florida 34749-0630; and any such notice if given by the City to the Association shall be addressed to Association President, Central Florida Chapter of the Florida Police Benevolent Association, Inc., 300 East Brevard Street, Tallahassee, Florida 32301.

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ARTICLE 28
SAVINGS

If any article of this Agreement or any portion of any article is ruled to be illegal or otherwise invalid, either as to language or application, by any Court or other tribunal having jurisdiction of the parties and this Agreement, such ruling shall not invalidate the remaining articles and portions of articles of this Agreement.

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ARTICLE 29
NO STRIKE

29.1 Neither the Association nor any of its employees or agents nor members covered by this Agreement, nor any other employees covered by the Agreement, will authorize, instigate, condone, promote, support, or engage in any strike, work slow-down, work stoppage, or other prohibited activities as defined in Section 447.203(6), Florida Statues.

29.2 Any or all employees covered by this Agreement who violate any provision of law prohibiting strikes or of this Article will be subject to disciplinary action up to and including termination, and any such action by the Employer shall not be subject to the grievance procedure established herein.

Nothing in this Article shall interfere with or affect the application of Section 447.507, Florida Statutes.

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ARTICLE 30
FUNERAL LEAVE

When a death occurs in a unit employee's immediate family, defined as the employee's spouse, mother, father, legal guardian, mother-in-law, father-in-law, son, daughter, brother, sister, grandparent, grandchildren or dependents living in the same household, the employee, upon request, may be excused and paid for up to three work days to attend a funeral. Employees may, when necessary, use PTO, if available, to extend funeral leave for a funeral out of state. Payment shall be at the regular base rate. Employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason. Paid funeral leave shall not be considered hours worked for the purpose of calculating overtime.

ARTICLE 31
ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN AND TRUST

Effective upon ratification of this Agreement by the parties or on the date of legislative action on this article by the City Commission, the City's contribution to the City of Leesburg ICMA Retirement Corporation Governmental Money Purchase Plan shall be two percent (2%) of earnings.

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ARTICLE 32
GENERAL PROVISIONS

32.1 The City agrees to continue to provide unit employees with life insurance in the amount of fifty-thousand dollars ($50,000) with one-hundred percent (100%) of the premium paid by the City upon completion of 90 days fulltime employment with the City.

32.2 The City agrees to continue to provide unit employees with accidental death and dismemberment insurance per State statute with one-hundred percent (100%) of the premium paid by the City upon completion of 90 days full time employment with the City.

32.3 The City agrees to pay fifty percent (50%) of the monthly fee for the employee and spouse to participate in a wellness program provided through one of the City-approved health and fitness clubs. There will be no attendance requirements, and membership can only be cancelled during open enrollment.

32.4 Unit employees may be reimbursed for the loss or damage to personal property, provided such loss occurs during performance of a job duty and is caused by an act or event not the fault of the employee, such as, for example, an altercation begun by an arrestee. All such reimbursements are subject to the following restrictions:

a. The maximum reimbursement for items of personal necessity such as eye glasses and hearing aids shall be one-hundred-fifty ($150) dollars, except that eyeglasses requiring bifocal or trifocal lenses shall be reimbursed up to a maximum of two-hundred ($200) dollars.

b. The maximum reimbursement for all other personal property shall be one hundred ($100) dollars.

c. Requests for reimbursement for the loss of or damage to personal property must be made within the shift in which the loss or damage occurs, unless mitigating

circumstances such as an injury prevent the employee from doing so. In these situations, the employee has five (5) work days to make the request for reimbursement.

d. To aid in establishing the amount to be reimbursed, the employee will be required to provide to the City the receipt for the replacement article.

e. Reimbursement for lost or damaged personal property must be approved by the Chief of Police or his designee. The Chief of Police may approve reimbursement beyond the limits established by this section if he feels that such action is warranted by extraordinary circumstances.

32.5 TAKE-HOME VEHICLE PROGRAM – The City agrees to continue the Police Department Take-Home Vehicle Program under the provisions of General Order 19-2, Section 4.4, A through H. Any changes to the program will require the City to notify and meet with the Association and negotiate the impact of such proposed changes.

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ARTICLE 33
MILITARY LEAVE

The City agrees to continue for unit employees for the term of this Agreement its existing Policy No. 315, approved April 28, 2003, on Military Leave.

ARTICLE 34
COMPENSATION

34.1 The below listed salary ranges shall remain in effect for fiscal year 2010/11 beginning October 1, 2010 and ending September 30, 2011.

	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Corporal 304	18.33	26.93	40,509.30	59,515.30
Detective Corporal 304	18.33	26.93	40,509.30	59,515.30
Police Sergeant 306	19.06	27.99	42,122.60	61,857.90
Detective Sergeant 306	19.06	27.99	42,122.60	61,857.90

34.2 Wages/Salaries. All employees in this bargaining unit shall receive wages/salaries at the base rate in effect for said employee at the time of ratification of this Agreement by the parties or on the date of legislative action on this article by the City Commission. The Parties agree there shall be no merit, anniversary or cost of living increases for fiscal year 2010/11, beginning October 1, 2010 and ending September 30, 2011, nor thereafter, unless agreed to by the parties in collective bargaining. However, should the City at any time during the period of October 1, 2010 to September 30, 2011 grant a City-wide cost of living increase to employees not covered by this Agreement, bargaining unit members shall receive the same increase at the time said increase is granted to such other City employees. Such an increase will not set a precedent or "status quo" for any future such increases.

34.3 Education Incentive. Each employee covered by this Agreement and entitled to Educational Incentive Pay under guidelines established by the State of Florida for the completion of certain educational courses related to his/her job as a law enforcement officer shall continue to be so entitled, subject to the following: should the State of Florida Education Incentive Pay program be altered, amended or ended, that will be binding on the parties.

34.4 Specialty Pay. Each unit employee that is a member of the Leesburg Police Department's Special Weapons And Tactics Team shall continue to receive additional specialty pay in the amount of two-percent (2%) above said employee's current base rate of pay in effect at the time of ratification of this Agreement by the parties or on the date of legislative action on this article by the City Commission, provided, however, this shall apply only so long as an employee is a member, and such additional specialty pay shall cease upon cessation of membership for any reason.

34.5 Clothing Allowance. Each unit employee assigned to non-uniform assignments (i.e. Detective Corporal, Detective Sergeant) shall receive a clothing allowance in the amount of six-hundred dollars ($600.00) annually, paid on the first pay period for the new fiscal year. Clothing allowance for employees temporarily assigned to such non-uniformed assignments shall be prorated for the time assigned to non-uniform duties (i.e. 6-month assignment shall receive $300.00). Unit employees assigned to light duty shall not be entitled to the clothing allowance during the period of such assignment, nor shall unit employees on leave be so entitled during leave: if either such employee is partially entitled, the amount will be prorated in accordance with the periods of entitlement and non-entitlement. Clothing allowance payments are considered taxable income to the employee.

34.6 K-9 Allowance. The position of K-9 handler performs work related to the care of departmental dogs outside of their normally scheduled hours. The City recognizes that this time is compensable under the provisions of the Fair Labor Standards Act and will be paid in accordance with the following:

a. Employees assigned to K-9 duty will be paid for the care of departmental dogs done after their normally scheduled work hours. The parties to this Agreement concur that

an average of three-and-one-half (3.5) hours per week is spent on such duties. K-9 handlers will be paid at their regular hourly rate of pay for completion of such duties and such hours will be considered as part of the K-9 handlers normally scheduled work hours.

34.7 Holiday Bonus. The Parties agree the City will not pay Christmas bonuses to unit employees during fiscal year 2009/10, which is the period beginning October 1, 2009 and ending September 30, 2010, nor thereafter, unless agreed to by the parties in collective bargaining. However, should the City grant Christmas bonuses City-wide to City employees for F/Y 2009-2010 outside the bargaining unit, unit employees shall receive the same bonus, provided it shall set no precedent or status quo for any future bonus.

34.8 Out of Classification Pay. Any employee of the bargaining unit required to temporarily fill and assume the duties of a higher classification position for a period greater than eighty (80) consecutive hours shall receive a five percent (5%) salary increase. The affected employee's out of classification pay will begin the first scheduled workday after the absence of the higher classified employee for eighty (80) consecutive hours. The employee receiving out of classification pay will return to his/her regular salary upon return of the higher classified employee to work.

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ARTICLE 35
PROMOTIONS WITHIN UNIT

Promotions and other progressions within the bargaining unit will take place in accordance with the provisions of General Order No. 5-4, titled "Promotions of Sworn Members", dated July 1, 1999, revised date January 22, 2007, attached hereto.

LEESBURG POLICE DEPARTMENT ADMINISTRATIVE ORDERS	
TITLE: PROMOTIONS OF SWORN MEMBERS	A.O. No: 5-4
Effective Date: 07/01/99	Revised Date: 01-22-2007
AMENDS/RESCINDS: Promotional Memorandum dated 05/12/93	

5-4.1 PURPOSE

A. Education, training, and discipline are the bedrock elements upon which the Leesburg Police Department builds its professional and organizational image.

B. Education, training, and discipline, available and applied to all, equitably without favor, are the means for accomplishing personal career goals in a competitive process that demands and recognizes personal effort in upward mobility.

C. Beyond the career ladder requirements for promotion to Senior Officer or Senior Detective, sworn officers will be considered for promotion to supervisory/administrative positions in the department utilizing a holistic approach that will include, but not be limited to, and taken under advisement, the following considerations:

1. Conceptual Skills;
2. Human Relations Skills:
   a.) Community Involvement
3. Technical Skills;
4. Education Accomplishments:
   a.) B.A./B.S. Degree
   b.) A.A./A.S. Degree
5. Training Accomplishments:
   a.) Incentive Courses
   b.) Specialty Courses
6. Personnel Records;
7. Professional Loyalty;

Career Ladder Accomplishments:

5-4.2 Criteria for classification change from Patrol Officer to Detective:

A. Three years minimum with the Leesburg Police Department;

B. Demonstrated performance in handling crime scenes and investigations;

C. Written Test;

D. Ratings of Authority and Recommendations;

E. Interview of Top Three (3) Candidates;

F. Selection from Top Three (3) Candidates by Chief of Police.

5-4.3 Criteria for classification change from Communications Officer to Senior Communications Officer:

A. Five years Law Enforcement experience;

1. Three years minimum with the Leesburg Police Department w/18 months current and continuous.

B. Must have completed 24 semester hours at an accredited college toward an A.S. or A.A. degree;

C. Proficiency evaluations consistently meeting department standards and expectations;

D. Personnel file review reference any past disciplinary actions;

E. Mandatory participation in the Leesburg Police Department Assessment Process;

F. Recommendation of the Chief of Police.

5-4.4 Criteria for a Communications Supervisor:

A. Three (3) years minimum Public Safety Dispatch experience with at least one (1) year of supervisory experience;

B. Must have completed 24 semester hours at an accredited college toward an A.S. or A.A. degree;

C. Personnel file review and review past disciplinary actions;

E. Recommendation of Support Services Commander;

G. Interview, and

H. Recommendation of the Communications Manager, Support Services Commander, and Chief of Police.

5-4.5 Criteria for promotion to a supervisory/administrative position mandates fulfillment of the objective criteria established in the career ladder program to Senior Officer or Senior Detective.

A. Five years of law enforcement experience;

1. Three years minimum with the Leesburg Police Department, w/18 months current and continuous.

B. Maximum incentive training attainment, or attainment of an A.S. or A.A. degree in the Criminal Justice field.

1. ~~City pays 100% of the tuition and book cost to employees with passing grades in subjects studied pursuing a college degree.~~
2. Incentive training must include certification as a Police Instructor **or** the Line Supervision Course.

C. Proficiency evaluations consistently meeting Department standards and expectations.

D. Personnel file review reference any past disciplinary actions.

E. Mandatory participation in the Leesburg Police Department Assessment Process.

F. Recommendation of the Chief of Police.

5-4.6 Criteria for Promotion to Corporal

A. Must have attained the rank of Senior Officer or Senior Detective and have satisfactorily performed at this rank in grade for a period of six (6) months.

B. Must have participated in and completed the promotional Assessment Center for promotion to this rank.

C. Ratings of Authority, Demonstrated Performance, and Recommendations of Supervisory Staff.

D. Interview of Top Three (3) Candidates by Chief of Police.

E. Selection from Top Three (3) Candidates by Chief of Police.

F. Approval of Chief of Police and City Manager.

5-4.7 Criteria for Promotion to Sergeant

A. Must have attained the rank of Corporal; and have satisfactorily performed at this rank in grade for a period of six (6) months.

B. Must have completed 24 semester hours at an accredited college toward an A.S. or A.A. degree.

C. Must have participated in and completed Assessment Center for promotion to this rank.

D. Ratings of Authority, Demonstrated Performance, and Recommendations of Supervisory Staff.

E. Interview of Top Three (3) Candidates by Chief of Police.

F. Selection from Top Three (3) Candidates by Chief of Police.

G. Approval of Chief of Police and City Manager

5-4.8 Criteria for Promotion to Lieutenant

A. Must have attained the rank of Sergeant and have satisfactorily performed at this rank in grade for a period of six (6) months.

B. Possession of an A.S. or A.A. degree from an accredited college.

C. Must have participated in and completed Assessment Center for promotion to this rank.

D. Ratings of Authority, Demonstrated Performance, and Recommendations of Command Staff.

E. Interview of Top Three (3) Candidates by Chief of Police.

F. Selection from Top Three (3) Candidates by Chief of Police.

G. Approval of Chief of Police and City Manager.

5-4.9 Criteria for Promotion to Captain

A. B.S. or B.A. degree in Management or Criminal Justice from an accredited college or university; or two years in-grade as a Lieutenant with the Leesburg Police Department.

B. Demonstrated performance as a career professional.

C. Recommendations of Chief of Police.

D. Approval of City Manager.

5-4.10 Criteria for Promotion to Chief of Police

A. Requirements established by the City Manager.

5-4.11 Ratings of Authority

A. Authority that will impact on the decision making process for promotion to a supervisory/administrative position in the Department will vary with the available positions to be filled as illustrated in the following:

PROMOTIONAL DECISION MAKING PROCESS

Position	Authority Impact Recommendations (Ratings of Authority)
Corporal/Sergeant	Chief, Captains, Lieutenants, and Sergeants.
Lieutenant	Chief, Captains, and Lieutenants.
Captain	Chief.
Chief of Police	City Manager.

NOTE: All promotions are subject to approval and review by the City Manager and Chief of Police.

5-4.12 TESTING PROCEDURES FOR PROMOTIONAL CONSIDERATION FOR CORPORAL, SERGEANT, AND LIEUTENANT

A. Demonstrated Performance/Ratings of Authority (50%)

1. Based on proficiency evaluations, personnel file review, recommendations and Ratings of Authority.

   a. Ratings of Authority (10%)

   b. Demonstrated Performance (40%)
      1. Experience
      2. Education & Training
      3. Decision Making
      4. Leadership
      5. Discipline
      6. Commendations
      7. Performance

B. Assessment Center Testing (25% of overall evaluation)

1. Resume' submission evaluation
2. Written Test (5%)
3. Interview presentation (10%)
4. Oral presentation (5%)
5. Leaderless group exercise (5%)

C.. Education Evaluation (15% of overall evaluation)

1. Semester hours at an accredited college toward a degree:

   a. Maximum Incentive Training attainment (5 points)

   OR

   b. 24 to 63 hours toward an A.A. or A.S. degree (7 points)

   c. A.A. or A.S. degree from an accredited college (10 points)

   d. Currently enrolled in an accredited college toward fulfillment of a B.A. or B.S. degree (12 points)

   e. B.A. or B.S. degree from an accredited college (15 points)

E. Law Enforcement Experience (Sworn Law Enforcement Officer as defined in F.S.S. 112.53 (1) (10% of overall evaluation)

1. One (1) point for each year of service/experience up to ten (10) years' maximum.

William Chrisman
Chief of Police

LEESBURG POLICE DEPARTMENT ADMINISTRATIVE ORDERS	
TITLE: PROMOTIONS OF SWORN MEMBERS	A.O. No: 5-4
Effective Date: 07/01/99	Revised Date: 01-22-2007
AMENDS/RESCINDS: Promotional Memorandum dated 05/12/93	

5-4.1 PURPOSE

A. Education, training, and discipline are the bedrock elements upon which the Leesburg Police Department builds its professional and organizational image.

B. Education, training, and discipline, available and applied to all, equitably without favor, are the means for accomplishing personal career goals in a competitive process that demands and recognizes personal effort in upward mobility.

C. Beyond the career ladder requirements for promotion to Senior Officer or Senior Detective, sworn officers will be considered for promotion to supervisory/administrative positions in the department utilizing a holistic approach that will include, but not be limited to, and taken under advisement, the following considerations:

1. Conceptual Skills;
2. Human Relations Skills:
   a.) Community Involvement
3. Technical Skills;
4. Education Accomplishments:
   a.) B.A./B.S. Degree
   b.) A.A./A.S. Degree
5. Training Accomplishments:
   a.) Incentive Courses
   b.) Specialty Courses
6. Personnel Records;
7. Professional Loyalty;

Career Ladder Accomplishments:

5-4.2 Criteria for classification change from Patrol Officer to Detective:

A. Three years minimum with the Leesburg Police Department;

B. Demonstrated performance in handling crime scenes and investigations;

C. Written Test;

D. Ratings of Authority and Recommendations;

E. Interview of Top Three (3) Candidates;

F. Selection from Top Three (3) Candidates by Chief of Police.

5-4.3 Criteria for classification change from Communications Officer to Senior Communications Officer:

A. Five years Law Enforcement experience;

1. Three years minimum with the Leesburg Police Department w/18 months current and continuous.

B. Must have completed 24 semester hours at an accredited college toward an A.S. or A.A. degree;

C. Proficiency evaluations consistently meeting department standards and expectations;

D. Personnel file review reference any past disciplinary actions;

E. Mandatory participation in the Leesburg Police Department Assessment Process;

F. Recommendation of the Chief of Police.

5-4.4 Criteria for a Communications Supervisor:

A. Three (3) years minimum Public Safety Dispatch experience with at least one (1) year of supervisory experience;

B. Must have completed 24 semester hours at an accredited college toward an A.S. or A.A. degree;

C. Personnel file review and review past disciplinary actions;

E. Recommendation of Support Services Commander;

G. Interview, and

H. Recommendation of the Communications Manager, Support Services Commander, and Chief of Police.

5-4.5 Criteria for promotion to a supervisory/administrative position mandates fulfillment of the objective criteria established in the career ladder program to Senior Officer or Senior Detective.

A. Five years of law enforcement experience;

1. Three years minimum with the Leesburg Police Department, w/18 months current and continuous.

B. Maximum incentive training attainment, or attainment of an A.S. or A.A. degree in the Criminal Justice field.

1. City pays 100% of the tuition and book cost to employees with passing grades in subjects studied pursuing a college degree.
2. Incentive training must include certification as a Police Instructor or the Line Supervision Course.

C. Proficiency evaluations consistently meeting Department standards and expectations.

D. Personnel file review reference any past disciplinary actions.

E. Mandatory participation in the Leesburg Police Department Assessment Process.

F. Recommendation of the Chief of Police.

5-4.6 Criteria for Promotion to Corporal

A. Must have attained the rank of Senior Officer or Senior Detective and have satisfactorily performed at this rank in grade for a period of six (6) months.

B. Must have participated in and completed the promotional Assessment Center for promotion to this rank.

C. Ratings of Authority, Demonstrated Performance, and Recommendations of Supervisory Staff.

D. Interview of Top Three (3) Candidates by Chief of Police.

E. Selection from Top Three (3) Candidates by Chief of Police.

F. Approval of Chief of Police and City Manager.

5-4.7 Criteria for Promotion to Sergeant

A. Must have attained the rank of Corporal; and have satisfactorily performed at this rank in grade for a period of six (6) months.

B. Must have completed 24 semester hours at an accredited college toward an A.S. or A.A. degree.

C. Must have participated in and completed Assessment Center for promotion to this rank.

D. Ratings of Authority, Demonstrated Performance, and Recommendations of Supervisory Staff.

E. Interview of Top Three (3) Candidates by Chief of Police.

F. Selection from Top Three (3) Candidates by Chief of Police.

G. Approval of Chief of Police and City Manager

5-4.8 Criteria for Promotion to Lieutenant

A. Must have attained the rank of Sergeant and have satisfactorily performed at this rank in grade for a period of six (6) months.

B. Possession of an A.S. or A.A. degree from an accredited college.

C. Must have participated in and completed Assessment Center for promotion to this rank.

D. Ratings of Authority, Demonstrated Performance, and Recommendations of Command Staff.

E. Interview of Top Three (3) Candidates by Chief of Police.

F. Selection from Top Three (3) Candidates by Chief of Police.

G. Approval of Chief of Police and City Manager.

5-4.9 Criteria for Promotion to Captain

A. B.S. or B.A. degree in Management or Criminal Justice from an accredited college or university; or two years in-grade as a Lieutenant with the Leesburg Police Department.

B. Demonstrated performance as a career professional.

C. Recommendations of Chief of Police.

D. Approval of City Manager.

5-4.10 Criteria for Promotion to Chief of Police

A. Requirements established by the City Manager.

5-4.11 Ratings of Authority

A. Authority that will impact on the decision making process for promotion to a supervisory/administrative position in the Department will vary with the available positions to be filled as illustrated in the following:

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NOTE: All promotions are subject to approval and review by the City Manager and Chief of Police.

5-4.12 TESTING PROCEDURES FOR PROMOTIONAL CONSIDERATION FOR CORPORAL, SERGEANT, AND LIEUTENANT

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   a. Ratings of Authority (10%)

   b. Demonstrated Performance (40%)
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      2. Education & Training
      3. Decision Making
      4. Leadership
      5. Discipline
      6. Commendations
      7. Performance

B. Assessment Center Testing (25% of overall evaluation)

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C.. Education Evaluation (15% of overall evaluation)

1. Semester hours at an accredited college toward a degree:

   a. Maximum Incentive Training attainment (5 points)

   OR

   b. 24 to 63 hours toward an A.A. or A.S. degree (7 points)

   c. A.A. or A.S. degree from an accredited college (10 points)

   d. Currently enrolled in an accredited college toward fulfillment of a B.A. or B.S. degree (12 points)

   e. B.A. or B.S. degree from an accredited college (15 points)

E. Law Enforcement Experience (Sworn Law Enforcement Officer as defined in F.S.S. 112.53 (1) (10% of overall evaluation)

1. One (1) point for each year of service/experience up to ten (10) years' maximum.

William Chrisman
Chief of Police

ARTICLE 36
DURATION

This agreement shall take effect in accordance with Section 447.309(1), Florida Statutes, on _____, 2011, and shall terminate on September 30, 2011.

APPENDIX "A-1"

*

DUES CHECK-OFF AUTHORIZATION

I, _____
(Full Name - Print)

_____
(Social Security Number)

an employee of the

_____
(Employing Agency)

authorize you, as my Employer, to deduct from my regular salary, membership dues as established by the Florida Police Benevolent Association, Inc.

Please begin my deduction with the first pay period following the date this authorization form is received by the Employer, and continue said deduction until: 1) revoked by me at any time upon 30 days written notice to my Employer, or 2) termination of my employment. Deductions made pursuant to this authorization shall be transmitted to the FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

My signature hereon is authorization to release my social security number when reporting dues deductions.

_____
Signature

_____
Date

After filling out these forms, please fold this information to the inside with the Postage Paid Business Reply Mail Panel on the outside. Tape the edges to protect your personal information and then drop in the mail box.

Words Underlined is new language
Words ~~Stricken~~ is deleted language

* Current membership dues deduction application/form used by PBA

APPENDIX "A-2"

REVOCATION OF PAYROLL DEDUCTION AUTHORIZATION FOR ASSOCIATION DUES OF FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

I hereby revoke my previous written authorization for the withholding and forwarding of Association dues and uniform assessments, if any, and I hereby instruct the City of Leesburg to stop deducting from my wages all such monies.

Received by Human Resources Department on:

_____
Date

By: _____

_____
Employee Signature

_____
Date

_____
Payroll Number

APPENDIX "A-3"

NOTIFICATION OF SECONDARY EMPLOYMENT

I, _____, in accordance to the City of Leesburg policy No. 411, Conflict of Interest which was approved November 13, 2006, *An employee having an outside source of income shall disclose the source of such income, the scope and nature of the relationship between the employee and the source of such funds, as well as the anticipated quantity of hours worked and time of day those hours will be worked in a written, sworn (notarized) statement to his or her department head (with a second copy to be provided to Human Resources). This statement shall be submitted and approved by the department head prior to commencement of work, when practical, and updated by the employee at six-month intervals,* work part time or flex position at: _____. This job is done on my off hours working _____ hours per week or month; during _____ time of day. The scope of my duties are:

_____

_____

_____

_____

_____

_____ _____

Employee Signature Date

_____

Employee's Address

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date) by _____ (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

_____ (Signature of Person Taking Acknowledgement)

_____ (Name of Acknowledger Typed, Printed or Stamped)

_____ (Title or Rank)

_____ (Serial Number, if any)

(NOTARY'S SEAL)

_____

Department Head Signature

_____

Date

Executed: CITY OF LEESBURG, FLORIDA

Jay M. Evans, City Manager
(Chief Executive Officer)

WITNESS:

William J. Chrisman, Chief of Police

August 12, 2011

Executed: FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

J. W. "Jack" Soule, Staff Representative

ATTEST:

August 18, 2011

John Park, President
Central Florida Police Benevolent Association

Ratified this _____ day of _____, 2011

CITY OF LEESBURG, FLORIDA

By:_____
William L. Polk
Mayor

Attest:

_____
Betty M. Richardson, City Clerk

Ratified this _____ day of _____, 2011

FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

By:_____
J. W. "Jack" Soule
Staff Representative

ATTEST:

_____
John Park, President
Central Florida Police Benevolent Association