

**AGREEMENT BETWEEN CITY OF LEESBURG, FLORIDA
AND
FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.**

OFFICERS/DETECTIVES and CORPORALS/SERGEANTS

**2020
through
2023**

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PREAMBLE

THIS AGREEMENT is executed this ____ day of _____, 2020, between CITY OF LEESBURG, FLORIDA (hereinafter called the "City"), and FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (hereinafter called the "Association" or "PBA").

ARTICLE 1 **RECOGNITION**

1.1 The City recognizes the Association's status by virtue of Florida Statutes, Section 447.307 and its certification number 1679 by the Florida Public Employees Relations Commission. The City recognizes the Association as the exclusive collective bargaining representative of the following bargaining unit, who shall be designated as Unit A:

INCLUDED: All full-time sworn, certified law enforcement officers in the classifications of police officer, senior police officer, detective and senior detective.

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

1.2 The City recognizes the Association's status by virtue of Florida Statutes, Section 447.307 and its certification number 1683 by the Florida Public Employees Relations Commission. The City recognizes the Association as the exclusive collective bargaining representative of the following bargaining unit, who shall be designated as Unit B:

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

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.

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, sexual orientation, disability, marital status, or any other protected characteristic as defined 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 23 and any complaints or allegations raised under this article will be processed in accordance with the City's personnel policies and procedures.

ARTICLE 4

GENDER

4.1 The use of masculine or feminine gender in this Agreement shall be construed as including both genders and is used for convenience purposes only.

ARTICLE 5
PROBATIONARY PERIOD

5.1 An employee initially employed as a police officer 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 initial probationary period. Unit employees promoted to the positions of Senior Officer, Corporal, or Sergeant shall be on probationary status for three (3) months from the effective date of said promotion. Notwithstanding other disciplinary action, a promotional probationary employee will be returned to their previous rank.

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. Association representatives, who are unit members, act as liaisons between the City and PBA but do not have the authority to bind the Union.

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, during meal breaks, 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.

d. Unit employees who are serving on the PBA's Contract Negotiations Committee (CNC) may be allowed to attend negotiation, while on duty, with no loss of pay or benefits. A maximum number of two (2) CNC members may attend while on duty.

6.2 Representative Access. An employee representative of the Association (Staff Representative) shall be permitted reasonable access to Departmental work locations, upon request, to handle specific grievances and matters of interpretation of this Agreement. Such requests shall be permitted during the hours outlined in section 6.1.c. and are 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 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 Unit members assigned to the Patrol Division shall work seven (7) – twelve (12) hour shifts, for a total of eighty-four (84) hours in a fourteen (14) day work cycle and an eighty-six (86) hour work cycle, respectively.

7.2 K-9 officers shall work a scheduled shift of eleven (11) hours – total of seven (7) shifts in a fourteen (14) day work cycle. One additional hour per scheduled shift shall be paid at the unit member's base salary as compensation for the care of their canine partners. On one (1) designated training day per month, unit members shall work two (2) additional paid hours to allow for in-service training.

7.3 Unit members assigned to CID shall work a schedule totaling eighty-four (84) hours and eighty-six (86) hours per fourteen (14) day work period.

7.4 All unit members shall enjoy a paid meal period per shift and two (2) work breaks. However, should the need arise and the employee is required to respond to a call while on a meal break, the employee shall respond and the employee will be allowed to take another meal break, if time allows.

7.5 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. Overtime compensation rate of one and one-half (1 ½) times the unit member's straight time hourly rate of pay shall be paid for all authorized work performed in excess of eighty-four (84) hours and eighty-six (86) hours in the fourteen (14) day work period.

7.5:1 If a unit member requests PTO and subsequently works hours beyond those required during the fourteen (14) day work cycle, the unit member shall have the option of being paid the PTO at their straight time hourly rate of pay or they may request to only use the PTO that brings them to the hours needed for the fourteen (14) day work cycle. Unit members shall so indicate their preference on their timesheets.

7.5:2 If a unit member takes pre-approved PTO and works a City sponsored event or special detail, as indicated in Article 12.2, within the same fourteen (14) day work cycle, the PTO shall count as hours worked for the purpose of calculating overtime compensation. PTO will count as actual hours worked only under these circumstances. Pre-approved PTO is defined as time off requested 48 hours prior to the unit member's respective shift(s).

7.6 Unit members shall have the option to receive payment for overtime worked or compensatory time at the rate of one and one-half (1 ½) times the number of hours worked. Unit members shall so indicate their preference on their timesheets.

7.6:1 The maximum accrual compensatory time balance shall be eighty-four (84) hours. Any hours worked above the compensatory cap shall be paid at the overtime rate.

7.6:2 Unit members may choose to sell back compensatory time throughout the Fiscal Year. Any comp balance on September 30 of each year of this Agreement shall be paid out on the last paycheck in September.

7.7 The City shall have the right at its discretion to assign overtime work.

ARTICLE 8

SENIORITY

8.1 Seniority for members in the rank of police officer, senior police officer, detective and senior detective (Unit A) shall be by length of continuous employment with the City as a sworn officer, calculated from the most recent date of hire.

8.2 Rank Seniority for members in the rank of police corporal and sergeant (Unit B) shall be defined as the length of service from the date of the most recent rank promotion and years of service (in that order).

8.3 In cases of selections for layoff, recall, or vacations, the following factors shall be considered:

- a. Seniority as above defined, and
- b. Job Performance.

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

8.5 Seniority shall be used only as stated in 8.3 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.

8.6 An employee on layoff status shall be recalled to an available job in accordance with Section 8.3. The City may require a physical examination of an employee at its expense before recall. Recall will be made by certified mail to the last address in the employee's record. The employee must, within seven (7) days of the certified receipt date, signify his intention, in writing, of returning to work to the Human Resources Director and the Chief of the Police Department. 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. Resignation,
- b. Termination,
- c. Retirement,
- d. 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. Unit members shall be disciplined for violations of City and Police Department's published rules or lawful orders, in accordance with Florida Statute 447.209.

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 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.

9.4 Unit members shall be afforded a minimum of twenty-four (24) hours' notice and granted the opportunity to notify his PBA representative prior to questioning in an internal affairs investigation. The unit member under investigation shall be allowed to bring his PBA representative, or attorney, or a person of his choosing to be present at any meeting in which the unit member may be subject to suspension, demotion, or termination. Nothing in this section is to be construed as a limitation on the ability of the City to require the unit member to provide general information concerning a crime. A unit member being interviewed as a witness only, shall be so informed and should he become a subject or target of the investigation, he shall be immediately informed and shall be provided the same rights as provided in 9.3.

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 or illness which is compensable under the Florida Workers' Compensation Law (Florida Statutes, Section 440), he may use accumulated sick leave, accrued compensatory time, or PTO to make up the difference between his regular salary and the amount received from workers' compensation carrier for a bi-weekly pay period.

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

ARTICLE 11 **PHYSICAL EXAMINATIONS**

11.1 Bargaining unit employees shall receive, at no cost, an annual job-related medical examination by a physician selected by the City under guidelines as established by the City. Specific results of the medical examination shall be treated as confidential records and may only be released to the employee and the City for lawful purposes relating to employment. The physician selected by the City shall provide to the City and the employee a report providing medical limitations or restrictions, if any, in layman's terms, and if the limitations are permanent. The City shall determine if the medical limitations prevent the employee from doing the essential functions of his position.

11.2 An employee shall achieve and maintain a state of personal physical condition that allows him to perform the essential functions of the job description promulgated by the City for his job or rank. Where appropriate, the current job description may be modified in accordance with the federal Americans with Disabilities Act of 1990.

11.3 If the City has reason to believe that an employee is not able to perform the essential functions of his job because of a reason related to his personal physical or mental condition, the City may require an employee to be examined by a physician.

11.4 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.

11.5 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, paid by the City, within thirty (30) calendar days, and the third physician's decision on the question of the scope of a physical fitness program shall be binding on the City, the employee and Association.

11.6 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, and a blood chemical profile (SMAC test) paid for by the City.

11.7 If the City-selected physician determines that an employee has permanent medical limitation(s), the medical provider shall so notice the City and employee in layman's terms as to the limitations. The City may consider if the employee can continue to perform the essential functions of a sworn law enforcement officer or consider if the employee is 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 apply for such a full-time position within five (5) months of the date of the City's 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-selected physician 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 nor should be construed as a waiver of the employee or PBA to grieve the City's decision on employment.

ARTICLE 12 **OFF-DUTY DETAIL PAY**

12.1 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 (outside vendors). Compensation paid to such employees by such separate and independent employers shall be:

12.1:1 Minimum Rates – The minimum hourly rate charged off-duty vendors shall be forty dollars (\$40) net for unit employees not working the off-duty detail as a supervisor and forty-five dollars (\$45) net for unit employees working the off-duty detail in the capacity of a supervisor.

12.1:2 Holidays – The minimum hourly rate charged off-duty vendors for the following nine (9) holidays shall be fifty dollars (\$50) net for unit members not working the off-duty detail as a supervisor and fifty-five dollars (\$55) net for unit members working the off-duty detail in the capacity of a supervisor.

The named holidays are: 1) New Year's Day; 2) Memorial Day; 3) Easter; 4) Independence Day; 5) Labor Day; 6) Thanksgiving Day; 7) Christmas Eve; 8) Christmas Day; and 9) New Year's Eve.

12.1:3 Outside vendors shall pay the City who will in turn pay the unit member(s) in the next pay period in which the City received the vendor's payment but not more than two (2) pay periods after the unit member has worked the off-duty detail.

12.1:4 With the approval of police management, unit members will be allowed to work law enforcement-related off-duty details outside of the City's jurisdiction and shall be paid the same rate as other law enforcement personnel working the same detail.

12.2 The City may offer special events, which are City sponsored events and paid by the City. The Police Department, from time-to-time, may post special details that may be filled by off-duty unit members. Unit members will be paid at the rate of one and one-half (1 ½) times the employee's current hourly rate of pay, with a three (3) hour minimum for special events. This does not apply to officers working their regular scheduled shift, regardless of duty assignment.

12.2:1 For the purpose of this section, pre-approved PTO shall count as actual hours worked for the purpose of calculating overtime compensation under the Fair Labor Standards Act, as is indicated in Article 7.

12.3 All open events/details, both City sponsored events and those off-duty details paid by a vendor, shall be posted utilizing the scheduling software or a similar technical process. Each posting shall be dated as to when the event/detail has been posted. At the initial posting, these events/details will be limited to two (2) events/details per unit member, with additional opportunities given to sign up for more events/details after others have an opportunity to sign up. The normal waiting period will be twenty-four (24) hours after the event/detail information has been posted.

12.4 Overtime events and details should be limited to Officers, Detectives, Corporals, and Sergeants covered under this bargaining agreement, unless administrative employees are required or the shifts cannot be filled.

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 of Police 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 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 of Police, 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 in class.

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

14.1 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

15.1 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. Such changes shall include any and all changes necessary at the sole discretion of the City to comply with applicable laws and regulations and changes therein. Provided all City employees, including unit employees, have available the same benefits, as above described, the City shall have no obligation to bargain over any such changes or their effects during the term of this Agreement.

15.2 The City will notify unit employees and the PBA Chief Negotiator, within 30 days, of any potential changes to the City's health insurance benefits that would increase the employee's payroll deductions.

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, unless it meets the criteria established in Article 7.

Eligibility/Administration

16.2 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 Workers' Compensation Law. If an employee uses PTO for all or any part of the first seven (7) calendar 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 (6) months of employment are eligible for participation in the PTO Exchange Program.

16.5 Newly hired employees accrue PTO time, 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 time will not accrue once an employee has reached the maximum accrual permitted in Section 16.19.

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. If the PTO for illness qualifies as leave under FMLA, the employee must maintain regular contact with Human Resources.

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 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, or other leave accruals, 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 and scheduling administrator. PTO time shall be requested through a scheduling software 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 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.

16.17 The Chief of Police has final authority to approve or disapprove PTO leave. The City acknowledges a distinction in this regard between requests for PTO vacation or other personal use and for PTO for illness or injury.

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

Years of Service	PTO hours based on 2210 annual hours	Hours per pay period
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, paid at the unit member's base hourly rate of pay.
- 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 deferred compensation account, at the option of the employee, subject to any applicable plan limitations.

PTO Donation and Exchange Policy

16.21 The City has established a plan whereby employees are able to donate some of their PTO leave to another employee who has none.

All unit 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 in the same household). This usage must be approved, in advance, by the City Manager.

b. 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.

c. 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) calendar days in either paid or unpaid leave status, relating to the same condition.

d. 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 c above.

e. 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.)

f. 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.

g. 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.

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

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

j. 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; and provide the City with a forwarding address. Human Resources will invite the employee to participate in an Exit Interview. 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 446 hours.

ARTICLE 17 **HOLIDAYS**

17.1 The following days are recognized as City holidays:

<u>Holiday</u>	<u>Date Observed</u>
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 (January 1 through December 31) following their date of hire. 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 the equivalent of one regularly scheduled shift 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 the equivalent of one (1) regularly scheduled shift 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**

18.1 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.

18.2 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".

ARTICLE 19 **LEGAL PROCEEDINGS**

19.1 Employees who are required to serve during scheduled duty as witnesses for the City, or responding to legal processes resulting from performance of duties 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 any capacity as noted in 19.1 during times other than their scheduled duty time shall be paid a minimum of three (3) 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 in the above noted legal proceedings, 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.

ARTICLE 20 **SAFETY AND HEALTH**

20.1 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.

20.2 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. Time required to attend the Safety Committee while off-duty shall be considered as hours worked and compensated accordingly.

20.3 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.

20.4 The City shall furnish each unit employee who so requests, fifty rounds of sidearm ammunition, twice per calendar year (100 total), so that the unit employee may practice with his sidearm. The ammunition shall be supplied by the quartermaster or approved supervisor. The rounds must be expended at an approved firing range and that training must be documented for the unit employee's training record.

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. The City adheres to Florida Statute 119 and ensures that exempt or confidential information is not disclosed when a request is made to view an employee's official personnel file, except as otherwise permitted by law. A reasonable effort will be made to inform employees when a request is made to view their personnel file by anyone not employed by the City.

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

22.1 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.

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) business days 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 chain of command within seven (7) business 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) business 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) business 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) business 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 City shall notify the aggrieved employee and the Association of the Chief's decision within seven (7) business days following the meeting.

Step 3: If the grievance is not resolved with finality in Step 2, the aggrieved employee or Association may forward the written grievance to the City Manager within seven (7) business days of receipt of the answer provided in Step 2. The City Manager and the aggrieved employee and/or Association will meet at mutual convenience but no later than seven (7) business days from the date the grievance was presented at Step 3. The decision of the City Manager shall be determinative of the grievance, subject to the provisions in Article 23.6 on arbitration. Such decision shall be furnished to the Association in writing within seven (7) business 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 its receipt of the decision of the City Manager in Step 3, may give to the City, 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 arbitral issues.

b. The parties agree to an Expedited Arbitration Procedure in every case, unless one or both of the parties object to the Expedited Arbitration Procedure, in writing. Arbitrators will abide by the rules set forth in the Federal Mediation and Conciliation Service (FMCS) Expedited Arbitration procedure. Where one or both parties have objected to the Expedited Arbitration, the process will be through the regular

arbitration procedure. In the event that a transcript of a hearing is requested, before an arbitrator is prepared, the party ordering the transcript shall pay the cost thereof. In the event more than one party desires a copy of the transcript, the cost of said transcript will be prorated and paid in proportion to the number of parties requesting the transcript.

c. 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, the Association shall, within fourteen (14) calendar days, request a list of seven (7) qualified arbitrators from the FMCS. The City shall be copied on the request. 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.

d. 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.

e. 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.

f. 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.

g. 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. The arbitrator shall have the exclusive authority to rule on issue(s) of arbitrability.

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

i. 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).

j. 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.

k. 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.

l. 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) business days after initial knowledge of the action allegedly giving rise to the grievance, which means, as indicated in Step 1 above, within seven (7) business 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 City.

(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, or class/unit of employees such as all unit members assigned to Patrol, 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 normal business hours, 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

24.1 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, not in conflict with this Agreement.

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 Power DMS, not in conflict with this agreement.

25.3 All unit members shall be furnished with all written rules, policies or regulations specifically pertaining to the Police Department, at least seven (7) calendar days in advance of being held accountable for said changes.

ARTICLE 26
REPRODUCTION OF AGREEMENT

26.1 The City will publish an electronic copy of this Agreement and the City of Leesburg Personnel Policies and Procedures and Police Department Rules and Regulations, as issued and/or amended, to Power DMS for unit members and the Association's Chief Negotiator. The City shall give Power DMS access to the PBA Chief Negotiator, so that he may review the policies and make appropriate comments to the City.

ARTICLE 27
NOTICE

27.1 Any notice to be given under this Agreement shall be given by email and/or certified mail. A written reply, from the receiver, acknowledging receipt is required to verify delivery of any notice. If notice is 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 the Association's Chief Negotiator of the Florida Police Benevolent Association, Inc., 300 East Brevard Street, Tallahassee, Florida 32301, or to the Chief Negotiator's mailing address (including email address) on file with the City.

ARTICLE 28
SAVINGS

28.1 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.

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 slowdown, work stoppage, or other prohibited activities as defined in Section 447.203(6), Florida Statutes.

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.

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

ARTICLE 30 **FUNERAL LEAVE**

30.1 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, step parents, son, daughter, son-in-law, daughter-in-law, step children, brother, sister, grandparent (including great grandparents as long as documentation showing relationship is provided), grandchildren or dependents living in the same household, the employee may, upon request, be excused and paid for up to three (3) work days to attend a funeral. Employees may, when necessary, use PTO or LTB, if available, to extend funeral leave for a funeral out of state. Payment shall be at the regular base rate.

30.2 An employee will not receive funeral pay when it duplicates pay received for time not worked for any other reason.

30.3 Paid funeral leave shall not be considered hours worked for the purpose of calculating overtime.

ARTICLE 31
CITY OF LEESBURG MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND

31.1 The parties agree that the City will continue participation in the City of Leesburg Municipal Police Officers' Pension Trust Fund (the "Plan"), which was adopted in Chapter 17, Article IV of the City's Code of Ordinances.

31.2 The multiplier used to calculate the disability pension shall be as follows:

Three percent (3%) for each year of credited service prior to May 27, 2003; plus

Two percent (2%) for each year of credited service between May 27, 2003 and September 30, 2009; plus

Two-point five percent (2.5%) for each year of credited service between October 1, 2009 and September 30, 2015; plus

Three percent (3%) on or after October 1, 2015.

31.3 The foregoing changes will apply only to eligible sworn personnel who are employed by the City as such upon full implementation of the changes, and not to any person not employed at such time or who enters the DROP plan prior to such implementation.

31.4 All Premium Insurance Revenues derived from Chapter 185, received by the City, during the term of this Agreement shall be used exclusively by the City to fund the benefits first, and second, the incurred unfunded liability of the City of Leesburg Municipal Police Officers' Pension Trust Fund.

31.5 Unit employees who retire under the provisions of normal retirement shall, upon the last day of employment, be awarded their service side-arm and retirement credentials.

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 full-time 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.

32.6 Footwear. The City will provide \$150, per fiscal year (October 1 – September 30), for approved footwear. The footwear stipend will be paid on the pay period immediately following October 1.

32.7 Computer Purchases. Eligible unit employees will have the benefit of the City's Employee Computer Purchase Plan (Personnel Policy #705) to the same extent as other eligible General Fund City employees.

ARTICLE 33
MILITARY LEAVE

33.1 All unit employees will have the benefits outlined in the City's Military Leave Policy (Personnel Policy #390).

ARTICLE 34 **COMPENSATION**

34.1 Effective October 1, 2020, the below wage ranges are adopted.

For Fiscal Year 2020-21, all unit members shall receive a three percent (3%) General Wage Increase (GWI) in base pay.

The annual maximum of each salary range shall be advanced six percent (6%). The minimum of Police Officer/Detective shall be advanced five percent (5%) and all other minimum salary ranges shall be advanced three percent (3%).

Position	Hourly Min	Hourly Max	Annual Min	Annual Max
Police Officer/Detective 300	\$ 20.72	\$ 30.41	\$45,791.20	\$67,206.10
Senior Police Officer/Detective 302	\$ 21.34	\$32.88	\$47,161.40	\$72,664.80
Police Corporal/Detective Corporal 304	\$ 22.63	\$34.53	\$ 50,012.30	\$76,311.30
Police Sergeant/Detective Sergeant 306	\$ 23.75	\$37.34	\$ 52,487.50	\$82,521.40

34.2 Effective on October 1, 2021, all unit members shall receive a three percent (3%) GWI to base pay.

34.3 The parties agree to re-open this Agreement for the sole purpose of bargaining compensation for fiscal year 2022-23 (beginning October 1, 2022 and ending September 30, 2023). Such negotiations must begin no later than June 1 for the preceding fiscal year, and notice must be given under Article 27 of this Agreement.

34.4 Should the increases adopted above result in a unit member being placed above the maximum, the unit member shall receive the difference of the GWI as applied and the maximum wage range in the form of a bonus check paid in the first full pay period of October. Said payment is to be treated as pensionable income.

34.5 Accrual Maximum Rate: Pursuant to the terms in Article 16, earned payments made for PTO accruals shall be paid at the employee's current rate of pay up to the maximum amount provided for in Article 16.19.

34.6 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 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.

34.7 Specialty Pay

a. Special Weapons And Tactics Team - 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, 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.

b. Field Training Officer (FTO) shall receive one (1) additional hour of PTO per each shift while training a probationary unit member. The PTO hour will be added to the FTO's accrual bank and available to use on the pay period following submission.

c. Field Training Officer (FTO) Supervisor shall receive an incentive pay in the amount of \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly, and will not be included in the base pay of any unit employee.

d. K-9 Supervisor shall receive an incentive pay in the amount of \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly, and will not be included in the base pay of any unit employee.

e. Emergency Medical Technician (EMT) Incentive - To receive such pay, unit employees must have received EMT specialized training and maintain their EMT certification. The unit member shall submit a copy of his EMT certificate to the Chief of Police. The EMT incentive pay shall be \$1,250 annually and will be paid as an "add pay" in the amount of \$48.08 bi-weekly, and will not be included in the base pay of any unit employee.

34.8 Clothing Allowance. Each unit employee assigned to non-uniform assignments (i.e. Detective) shall receive a clothing allowance in the amount of one thousand dollars (\$1,000.00) 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 \$500.00). Unit employees promoted, reclassified, or transferred to a non-uniform assignment shall receive the clothing allowance calculated on remaining quarters in the fiscal year at two-hundred fifty dollars (\$250.00) per quarter. Unit employees assigned to light duty shall not be entitled to the clothing allowance during the period of such assignment. Clothing allowance payments are considered taxable income to the employee.

34.9 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.

34.10 Holiday Bonus. Should the City grant holiday bonuses City-wide to City employees outside the bargaining unit in any fiscal year during the term of this agreement, unit employees shall receive the same bonus, provided it shall set no precedent or status quo for any future bonus.

34.11 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 regular salary upon return of the higher classified employee to work.

34.12 On Call/Standby Pay. Unit members placed on standby/on-call shall receive twenty-five dollars (\$25) per day while on such status.

34.13 Shift Differential. Effective October 1, 2020, unit members who work between the hours of 1800 and 0600, shall be paid a shift differential of one dollar (\$1.00) per hour for all time worked.

ARTICLE 35

PROMOTIONS AND CAREER LADDER WITHIN UNIT

35.1 Promotions and other progressions within the bargaining unit will take place in accordance with the provisions of General Order No. 15-1, titled "Promotions Process – Senior Officer, Corporal, and Sergeant", dated September 30, 2020 and this Agreement.

35.2 Career Ladder – Duty Assignment change from Officer to Detective

:1 A minimum of three (3) years of sworn law enforcement experience with two (2) years of current and continuous service with the Leesburg Police Department or a minimum of five (5) years as a certified police officer with another police agency and three (3) years experience as a police investigator and have completed the Leesburg Police Department's FTO program, and

:2 Documented demonstrated performance in handling crime scenes and investigations

:3 Selection of Top Three (3) Candidates by Chief of Police

35.3 Criteria for re-classification to Senior Officer/Senior Detective (Alternative Career Ladder)

:1 A minimum of four (4) years of sworn law enforcement experience with the Leesburg Police Department with one (1) year of current and continuous service and at least one of the following options.

:2 Option 1 – Maximum Salary Incentive Courses (480) hours; must include Police Instructor Techniques or;

:3 Option 2 – Attainment of an Associate Degree or higher from Nationally or Regionally Accredited School or;

:4 Options 3 – Combination of Salary Incentive and College education equivalent to 480 hours, which must include Police Instructor Techniques. Each three (3) semester hours of education will be equivalent to one (1) forty (40) hour Salary Incentive Course or;

:5 Option 4 – A combination of Salary incentive Courses (minimum of 240 hours, including Police Instructor Techniques) , College education and Community Service (minimum of 240 hours) for a total of a minimum of 480 hours. Community Service work to be pre-approved by the Chief of Police or his designee, Non-paid Community Service hours are one (1) hour of service equals 1.5 hours credited to Community Service with a maximum of

240 hours credited. Each three (3) semester hours of education will be equivalent to one (1) forty (40) hour Salary Incentive Course.

:6 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

:7 Endorsement by the Chief of Police

35.4 Corporal – The City shall maintain the rank of Corporal and the criteria for promotion to the rank of Corporal is as follows:

:1 A minimum of four (4) years of sworn law enforcement experience with the Leesburg Police Department with three (3) years of current and continuous service and at least one of the following options.

:2 480 hours of Salary Incentive courses to include Line Supervision or Police Instructor Techniques or;

:3 An Associate Degree or higher from Nationally or Regionally Accredited School.

:4 Participated and completed successfully in the currently posted Promotional Assessment Process and is currently rated as one of the top three (3) candidates for promotion.

:5 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

35.5 Sergeant – Criteria for the promotion to the rank of Sergeant is as follows:

:1 A minimum of four (4) years of sworn law enforcement experience with the Leesburg Police Department with three (3) years of current and continuous service and at least one of the following options

:2 480 hours of Salary Incentive courses to include Line Supervision and Police Instructor Techniques and a minimum of twelve (12) hours of college credits for course work or;

:3 An Associate Degree or higher from Nationally or Regionally Accredited School.

:4 Participated and completed successfully in the currently posted Promotional Assessment Process and is currently rated as one of the top three (3) candidates for promotion.

:5 In addition to the above, must have performance evaluations consistently meeting or exceeding Department standards.

35.6 Selection for Corporal or Sergeant promotions must meet the criteria above and in addition, the successful candidate will be selected from among the top three (3) candidates by the Chief of Police. Should the top candidate(s) be passed over, the Chief or their designee may be requested by the candidate, to meet in person and discuss reasons why the candidate(s) were not selected and recommendation(s) as to how to improve on the deficit(s).

35.7 Upon written announcement of the testing for the Corporal and/or Sergeant ranks, the City shall provide a list of relevant study materials from which the written portion of the examination process shall be taken, to each qualified applicant within at least thirty (30) days from the testing date.

Any industry standard publications, textbooks, periodicals and/or manuals utilized to prepare portions of the written examination may be obtained through available resources by the candidate, as they deem necessary and/or appropriate.

35.8 Scoring shall be consistent with the process identified in Policy 15-1 effective September 30, 2020.

35.9 The eligibility list shall be effective for a twelve (12) month period after completion of the promotional process unless the qualified eligibility list contains three (3) or less candidates, in which case the Chief shall have the discretion to require a new round of testing.

35.10 Final approval of the successful candidate shall be made by the Chief of Police with concurrence of the City Manager.

35.11 Unit members promoted to the ranks of Corporal or Sergeant shall serve a probationary period of three (3) months. If during the probationary period, a documented unsatisfactory performance does not improve, the probationary member may be returned to the rank that he held prior to his promotion. The discretion to return a unit member to his former rank shall be the Chief's, subject to Article 23.

35.12 Unit members receiving a promotion to a higher rank shall receive an increase of five percent (5%) to base pay or the minimum of the new pay range, whichever is greater.

ARTICLE 36
DURATION

This agreement shall take effect in accordance with Section 447.309(1), Florida Statutes, on October 1, 2020, and shall terminate and expire on September 30, 2023. It shall not renew automatically.

OFFICERS/DETECTIVES
UNITS

APPENDIX “A-1”

*

DUES CHECK-OFF AUTHORIZATION	
I, _____ (<i>Full Name – Print</i>)	
_____ (<i>Social Security Number</i>)	
an employee of the	
_____ (<i>Employee Agency</i>)	
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.	
_____ <i>Signature</i>	
_____ <i>Date</i>	

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.

*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. 515, Conflict of Interest and Outside Employment, which was effective February 1, 2011, *An employee engaging in outside work or employment shall disclose the source of such employment, the scope and nature of the relationship between the employee and the source of earnings or income from such employment, as well as the anticipated quantity of hours worked and the time of day those hours will be worked in a written, sworn (notarized) statement to his 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. This shall be updated by the employee whenever conditions of outside employment change (source of earnings or income, number of hours worked, new employment, etc.).*

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)

APPENDIX "A-4"

**PBA COLLECTIVE BARGAINING AGREEMENT
GRIEVANCE FORM**

Step 1 2 3 Class Action (circle appropriate step)

Employee's Name/PBA: _____ Class Title: _____

Employee #: _____ Department: _____

Business Telephone: _____ Division: _____

Unit: _____

NATURE OF GRIEVANCE

(involving interpretation or application of specific provisions of the Collective Bargaining Agreement)

DATE ACT OR CONDITION OCCURRED: _____ Day of _____, 20 ____.

ARTICLE and SECTION OF AGREEMENT: (which has allegedly been violated) _____

REMEDY: _____

IS PBA REPRESENTATION DESIRED Yes No

If so, name of representative: _____

Representatives Business Telephone: _____

FOR Class Action GRIEVANCES ONLY - I have been designated by the following named employees to act as spokesperson and be responsible for processing the above grievance in their behalf:

SIGNED: _____ Date Submitted: _____

SUBMITTED TO: Name _____ Class Title: _____
(If space is insufficient to write complete information, attach a separate sheet.)

Managements response: _____ Grievance accepted in whole.
(Attached reason for Denial) Grievance accepted in part.

Grievance rejected.

Manager's Signature: _____
Date Delivered to Grievant: _____

Copy

Unit Member

PBA

Executed: **CITY OF LEESBURG, FLORIDA**

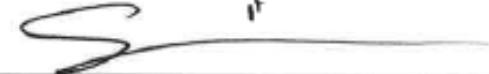


City Manager
(Chief Executive Officer)

WITNESS:

 9/15, 2020
Robert Hicks, Chief of Police

Executed: **FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.**

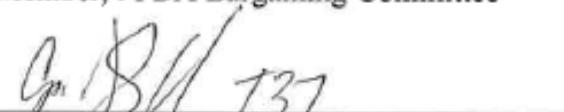


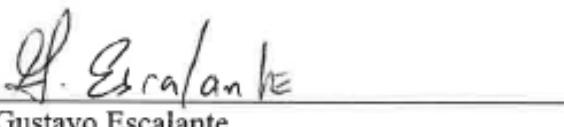
Stephen A. Micciche, Chief Negotiator

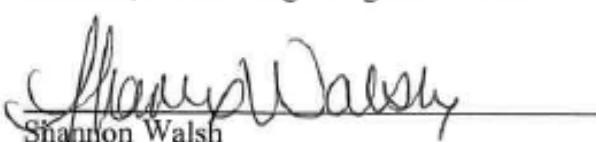
ATTEST:

9/25/20

 9/16, 2020
Chris Wiley
Member, FPBA Bargaining Committee

 9/16, 2020
John Sommersdorf
Member, FPBA Bargaining Committee

 9/18, 2020
Gustavo Escalante
Member, FPBA Bargaining Committee

 9/18, 2020
Shannon Walsh
Member, FPBA Bargaining Committee

Ratified this 14th day of SEPTEMBER, 2020

CITY OF LEESBURG, FLORIDA

By:


Eric A. Denman
Mayor

ATTEST:


Julie R. Purvis, City Clerk

Ratified this 14th day of September, 2020

**FLORIDA POLICE BENEVOLENT
ASSOCIATION, INC.**

By:


Stephen A. Micciche, Chief Negotiator

ATTEST:

5/25/20
Chris Wiley
Member, FPBA Bargaining Committee

John Sommersdorf
Member, FPBA Bargaining Committee

Gustavo Escalante
Member, FPBA Bargaining Committee

Shannon Walsh
Member, FPBA Bargaining Committee

9/15/20

9/16/20

9/16/20

9/16/20