

Collective Bargaining Agreement

Between

North Central Florida Police Benevolent Association

A Chapter of the Florida Police Benevolent Association

and the

City of High Springs

A Municipality of the State of Florida



October 1, 2017 - September 30, 2020

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PREAMBLE

This Agreement is entered into by the City of High Springs, Florida (hereinafter referred to as the “City”), and the North Central Florida Police Benevolent Association, Inc. (hereinafter referred to as the “P.B.A.” or the “Association”).

ARTICLE 1 RECOGNITION

The City hereby recognizes the Florida Police Benevolent Association, Inc. P.B.A. as the exclusive bargaining representative for all matters affecting wages, hours, and working conditions for those employees in the bargaining unit certified by the Public Employees Relations Commission.

For purposes of this Agreement, this Agreement covers only full-time, sworn law enforcement officers who hold a rank below Lieutenant, and all full-time sworn and unsworn dispatchers employed by the City. Specifically excluded are: sworn law enforcement officers holding the rank of Police Lieutenant or higher, including the Chief of Police, and all other City and Police Department employees.

ARTICLE 2 NON-DISCRIMINATION

The City agrees not to interfere with the right of any eligible employee to become a member of the Association. There shall be no discrimination against an employee by reason of race, creed, color, handicap, national origin, sex, marital status, Association members or activity or lack of Association membership or activity.

ARTICLE 3 GRIEVANCE AND ARBITRATION PROCEDURE

In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, agreed and understood that there will be a procedure for the resolution of grievances between the parties and that the procedure set forth in this Article shall cover grievances involving the application or interpretations of this Agreement, and grievances involving discharge, suspension, demotion, or any other discipline of a nature more severe than and including a written reprimand. Other less severe discipline is merely supervisory in nature and will not be subject to the grievance process.

Every effort will be made by all parties to settle any grievance as expeditiously as possible. Any grievance not answered by management within the

prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this Article for submitting or appealing a grievance or a decision based on a submitted grievance, the grievance shall be considered conclusively abandoned.

Any written grievance must state the particular article which was violated and state how that particular article was violated. Failure to state these particular matters will result in a denial of the grievance by the City. Any written decision which denies a grievance in Steps 1, 2 and 3 must include a reason for the denial.

Grievances shall be presented in the following manner:

Step 1: Chief of Police

The employee shall first present the grievance to the Chief of Police within five (5) working days of the occurrence of the event(s) which gave rise to the grievance or from the date which the employee became aware or should have become aware of the event(s). If the event which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other compensated leave, the five (5) working day period shall commence running immediately upon the employee's return from such compensated leave. The first step shall be informal and may be presented verbally by the employee. The P.B.A. representative may be present to represent the employee. The Chief of Police shall render his decision in writing within five (5) working days, and must document the date on which he received the grievance, the substance of the grievance, the date(s) on which the supervisor met with the employee, the persons present at the meeting(s) between the supervisor and the employee, and the his ultimate determination regarding the grievance.

Step 2: City Manager

If the grievance is not resolved at Step 1, the employee or the employee's P.B.A. representative acting with the employee's consent may proceed to Step 2 by submitting a written grievance as set forth in this Article, to the City Manager within five (5) working days after receipt of the decision at Step 1. The written grievance shall be discussed by and between the employee and/or the employee's P.B.A. representative and the City Manager within five (5) working days after the submission of the written grievance at Step 2. The City Manager shall within five (5) working days after the discussion render his decision in writing, and provide a copy of the decision to the employee. Where a grievance is general in nature, in that it applies to a number of employees rather than a single employee, or if the grievance is directly between the Association and the City, such grievance shall be presented by the Association's Representative, in writing as set forth in this Article, directly to the City Manager, at Step 2 within ten (10) working days of the occurrence of the event(s) or when the Association first became aware or should have become aware of the event(s). This is the final step in a dismissal hearing for an employee serving a probationary period, and is the final step in a grievance based on a written reprimand.

Step 3: Arbitration

If the grievance is not resolved at Step 2, the Association, consistent with the provisions of this Article, may submit the grievance to Arbitration by delivering written notice of intent to appeal to the other party no later than fifteen (15) working days after receipt of the decision at Step 2. The notice of intent to appeal must state the particular article which was violated and state how that particular article was violated or the notice will be null and void. If the grievance is not appealed to arbitration within said fifteen (15) working days, the City Manager's Step 2 decision shall be final and binding upon the aggrieved employee or the Association as the case may be.

Within fifteen (15) working days after the grievance is submitted to arbitration, the parties shall jointly request the Federal Mediation and Conciliation Service, the sole function of that body being to assist in the selection of the arbitrator, to furnish a panel of seven (7) impartial arbitrators particularly skilled in matters involving local government employee relations. Both the Association and the City shall have the right to strike three (3) names in alternating fashion from the panel, leaving the seventh (7) name as the Arbitrator who will hear the case. A coin toss shall determine who shall strike a name first.

Where there is a threshold issue regarding arbitrability, it is understood that in such cases the Arbitrator will be resolved separate and apart from the merits of the grievance at the same arbitration hearing.

On the substantive issues, the arbitrator shall issue his written not later than thirty (30) calendar days from the date of the closing of the hearings or the submission of briefs, whichever is later. The decision shall set forth the arbitrator shall confine his decision to the particular provision of this Agreement as set forth in the written grievance at Step 2. The arbitrator shall fashion an appropriate remedy for violation of the particular provisions contained in this Agreement, but shall have no authority to change, amend, add to, subtract from, ignore, or otherwise alter or supplement this Agreement or any part thereof or amendment thereto. The arbitration hearing shall be conducted in accordance with the Rules of Procedure promulgated by the Federal Mediation and Conciliation Service.

The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding upon the City, the Association, and the members of the bargaining unit.

Each party shall bear the expense of its own witness and of its own representatives for purposes of the arbitration hearing. The impartial arbitrator's fee and related expense of obtaining a hearing room, if any, shall be paid equally by the City and the P.B.A. Any party desiring a transcript of the hearing shall bear the cost of such transcript unless both parties mutually agree to share said cost.

Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's award

shall be final and binding on the parties for awards where there is no unbudgeted monetary cost to the City. For those awards where there is an unbudgeted monetary cost to the City, the decision of the arbitrator shall be advisory in nature to the City Commission, who shall make the final determination as to the grievance.

Where any provision of this Agreement involves responsibility on the part of the Association which, in the view of the City, it is not properly carried out, the City may present the issue to the Association as a grievance. If such grievance cannot be resolved by discussion between the City and the Association on an informal basis, the grievance shall be initiated at Step 2 of this procedure by the Chief of Police City Manager and submitted in writing to the President of the Association. If not resolved within twenty (20) working days following receipt by the Association of the written grievance, the City may submit the grievance to Arbitration under the provision of this Article.

All above mentioned time frames may be extended in writing by mutual agreement.

ARTICLE 4 DUES DEDUCTION

Any member of the Bargaining Unit may have his membership dues deducted from his wages. Dues shall be deducted twice a month and shall thereafter be transmitted to the P.B.A. accompanied by a list of those employees' names whose dues are included.

ARTICLE 5 EMPLOYEE-MANAGEMENT COMMITTEE

There shall be an Employee-Management Committee consisting of the following Association and management representatives:

- A: Two (2) representatives of the Association and
- B: The Chief of Police and the City Manager.

The Employee-Management Committee shall meet quarterly on dates mutually agreed upon by the participants. The function of the Committee shall be to discuss general matters pertaining to employee relations and Departmental operations. Additional meetings may be held by mutual agreement of the parties.

The Committee shall not engage in collective bargaining or resolution of grievances.

ARTICLE 6

PERSONNEL RECORDS

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 employee shall have the right to make duplicate copies of any items contained in his official personnel file.

Employees shall have the right to file a written response to any corrective action report documenting either a verbal reprimand or written reprimand or other document which is in the employee's official personnel file or internal investigations 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 or internal investigations file together with the corrective action report or other document against which it is directed.

To the extent permitted by law and in order to protect the privacy and promote the safety of individual police officers, the City agrees not to directly or indirectly furnish the news media or public with any employee's home address, telephone number, photograph, and/or personnel records except that which is required per applicable current Florida State Statutes. However, an employee may consent in writing to having his photograph used as a trading card or on the Department web site.

ARTICLE 7

SENIORITY AND PERSONNEL REDUCTION

Seniority

Seniority shall mean an employee's continuous accumulated paid services with the City Police Department, which shall be computed from the employee's date of employment or re-employment. Seniority shall accumulate during all City authorized and approved leaves of absence, such as due to injury, illness, vacation, or any leave. However, seniority shall not accumulate during either leaves or absence without pay or suspensions without pay if the leave or suspension is in excess of four (4) continuous months.

Vacations

Vacation periods for each calendar year shall be drawn by employees on the basis of seniority.

Layoff and Recall

In the event the City determines that a reduction in the workforce (layoff) is necessary, the City will ameliorate the impact of such action in the following manner:

A. Sworn Employees

In the event of a layoff for any reason, probationary employees do not have recall rights and will be laid off first. Following probationary employees, employees will be laid off in the inverse order of their seniority. Should there be a tie in seniority, the employee with the lowest average score of the past two (2) performance evaluations shall be laid off first.

Any employee to be laid off, who has advanced to his present classification from a lower classification, in which he held a permanent appointment, shall be given a position in a lower classification and his seniority in the lower classification shall be established according to the date of his permanent appointment to that classification. No new employee shall be hired in any classification until all employees on layoff status in that classification have had an opportunity to return to work. A laid off employee shall have recall rights to the law enforcement classification he held before the onset of the layoff procedure for a period of twelve (12) months following layoff. Employees shall be called back from layoff with seniority being the determining factor.

An employee shall be notified of his recall to work by certified mail return receipt requested, mailed to his address maintained in the records of the official personnel file. The recall notice must be answered by the employee in writing within ten (10) calendar days of the employee's receipt of the recall letter. Recall will be at the employee's last rate of pay and rank classification prior to the layoff. Upon recall, all credit for seniority shall be restored. Failure to respond to recall within the time stipulated shall result in the employee's loss of recall rights with the City.

B. Non-sworn Employees

If the City determines to cease the dispatch function of the Police Department, the City will provide all effected employee(s) with: (1) ninety (90) days written notice prior to the cessation of the dispatch function, (2) severance pay which shall be equal to the lesser of: (a) one (1) week of pay for each full year of employment with the City or (b) twelve (12) weeks of pay, and (3) a recommendation to the private or public entity that will assume dispatch operations and functions to interview the affected employee(s).

If the City determines to reduce the workforce of the dispatch function of the Police Department, probationary employees do not have recall rights and will be laid off first. Layoff and Recalls shall follow the same applicability as in Section A above.

C. Bargaining Unit Employees

An employee who is laid off pursuant to this Article, provided the insurance carrier concurs, shall be given the opportunity to continue insurance coverage in existing programs to the extent allowed and subject to the conditions of state and federal laws, including, but not limited to, the Consolidated Omnibus Budget Reconciliation Act (COBRA). An employee who is laid off shall be considered to be terminated and shall be paid for all earned but unused vacation time.

ARTICLE 8

LEAVES OF ABSENCE

1. Leave of Absence Without Pay

A. The City Manager may grant any employee a leave of absence without pay upon the recommendation of the Chief of Police. Failure of any employee to return to duty upon expiration of his leave of absence shall constitute the resignation of that employee. Holiday pay, PTO, and any other benefits on time spent in the employee of the City shall not accrue during a leave of absence without pay, provided, however that the employee may maintain his health insurance coverage by paying the total cost of his group insurance premium. Pay or other increases for which an employee may become eligible based on whole, or in part, on length of service with the City shall not be credited during any period of leave of absence without pay in excess of twenty-one (21) calendar days.

An employee shall return from a leave of absence at the employee's rank and rate of pay at the time of the commencement of the leave.

B. A leave of absence without pay taken during the probationary period shall extend such probationary period the length of time necessary to equal the leave. The employee shall return to the position upon expiration of the leave of absence and may return at a date prior to the expiration of leave of absence with the approval of the Chief of Police.

2. Bereavement Leave

A. The Chief of Police shall grant an employee up to three (3) consecutive work days without charge to sick leave, annual leave, holiday time or other accumulated time, due to a death in his/her immediate family. The term "immediate family" shall mean father, mother, spouse, child, step-child, step-father, step-mother, brother, sister, aunt, uncle, grandparent or grandchild of an employee or an employee's spouse. In the event that a funeral takes place outside the State of Florida, the Chief of Police may grant an additional two (2) work days of bereavement leave.

B. The Chief of Police may grant an employee reasonable time off to attend the funeral of a person who is not a member of the employee's immediate family but with whom the employee had a special relationship. Time off under this paragraph will be charged against the employee's accumulated PTO time, or if there is not adequate PTO time, will be charged as leave without pay.

C. All bereavement leave must be pre-approved by the Chief of Police or his designee prior to being taken. Within thirty (30) calendar days from the date the employee returns to work from a death in the family or as otherwise provided herein, the Chief of Police or his designee may request the employee to provide a copy of the death certificate, obituary notice or other documented proof of the deceased person. Failure to produce upon request a death certificate,

obituary notice or other documented proof of the deceased person will result in the employee reimbursing the City for any paid leave taken under this article. Any employee found to have falsified his/her application for the use of bereavement leave will be disciplined up to and including termination.

3. Paid Time Off

A. Paid time off (PTO) provides all full-time staff employees with paid time away from work that can be used for vacation, personal time, personal illness or time off to care for dependents. PTO must be scheduled in advance and have approval from the Chief of Police, except in the case of illness or emergency. The PTO policy takes the place of sick leave, personal time, floating holiday and vacation.

B. All accrued sick time that current employees have earned at the time of transition to PTO will be placed in individual sick banks for each employee. Employees can use their individual sick leave bank for extended sick leave absences (more than three days) only, and they can use it for their own illness or for a FMLA leave for a dependent's illness. Upon cessation of employment by resignation, retirement, or death, the employee or employee's estate shall be compensated for unused accumulated sick leave in accordance with the following schedule at the rate of pay in effect at the time of cessation:

1. Resignation after 15 years of continuous service up to 360 hours.
2. Retirement and/or death after five years of continuance service up to 720 hours.

C. Employees who are terminated voluntarily without a two-week notice and employees who are terminated involuntarily for any reason are not entitled to payment for accrued, unused PTO unless approved by the City Manager. Employees who resign or retire will be paid for all unused, accrued PTO up to 800 hours. Pay will be automatically reduced for any unearned PTO that has been taken. PTO cannot be paid out while employed unless specified in subsection D below. It is expected that a terminating employee will work the entire time designated by his or her notice, at the convenience of the City, without using PTO.

D. If a member has 300 hours of PTO or more on December 1 of each calendar year, the member may sell back up to 50 hours of PTO, at a rate of 80%, to be paid on the first non-payroll Thursday in December, subject to the availability of funding from the City. The member must notify the City in writing of their request to sell their PTO no later than December 1 of each calendar year.

E. A maximum of 800 hours PTO can be carried over to the next calendar year. The total number of hours carried over from one year to the next can never exceed 800. Any PTO in excess of 800 hours will be lost if it is unused in the calendar year, unless extenuating business circumstances have prevented the employee from taking scheduled PTO. In such cases, PTO may be carried over

and taken in the first half of the next year with the approval of the Chief of Police and the City Manager.

F. The Chief of Police, or their designee, shall determine when paid time off shall be granted for the Department. The City Manager shall have authority to approve or disapprove leave for the Chief of Police.

G. Employees will earn ten (10) hours of PTO incentive for not calling out eight (8) hours or less before their shift starts in a six-month period of time, based on January 1st to June 30th and July 1st to December 31st. An employee can earn up to a maximum of twenty (20) hours per year.

H. All regular full-time employees covered by this article shall earn PTO in accordance with the following schedule:

Years of Service	Bi-Weekly Accrual	PTO Hours Per Year
Less than One Year	5.70 hours	148 hours
One to Five Years	7.85 hours	204 hours
Five to Eleven Years	8.77 hours	228 hours
Eleven to Twenty Years	10.31 hours	268 hours
Over Twenty Years	11.85 hours	308 hours

4. Military Leave

An employee within the bargaining unit who is commissioned reserve officer or reserve enlisted personnel in the United States Military, Naval Service, Coast Guard or member of the Florida State National Guard shall be granted a leave of absence from his/her respective duties in accordance with the terms of Chapter 115 and 250, Florida Statutes, during such instances when they are ordered to military service or field training. Accordingly, an employee who is called to perform active military service shall be granted a leave of absence for said service as specified in the state statute, and the first thirty (30) calendar days of any such leave will be without loss of pay. An employee who is ordered to field training in an active or inactive duty training status shall be granted a leave of absence as specified in the state statute for such service, and shall suffer no loss of pay for a period not to exceed seventeen (17) working days in any one (1) fiscal year.

An employee who obtains leave under this section of this Article shall be required to submit an appropriate form to the Chief of Police as well as submit an order or statement from the appropriate military commander as evidence of any such duty.

An employee serving on a military leave of absence will retain seniority and continuous service rights.

5. Family and Medical Leave

A member of the bargaining unit shall be entitled to family and medical leave to the same extent and in the same manner as all city employees.

ARTICLE 9

PROBATIONARY PERSONNEL

A. Initial Probation

Each newly hired or rehired employee in the bargaining unit shall serve a probationary period not to exceed 365 days during which time the employee shall not be entitled to any seniority rights but shall be subject to all of the terms and conditions of this Agreement. Upon completion of said 365 days, the employee shall be known as a regular, full-time member and seniority rights shall accrue from the commencement of the probationary period.

An employee, while on initial probation, shall be entitled to any merit increase, across-the-board increase, percentage increase or bonus provided for during the term of this Agreement which occurred during the employee's probationary period.

An employee who does not satisfactorily complete his/her initial probation shall be terminated and shall have the right to grieve whether or not the termination was justified. Such grievance may only be processed up to Step 2 of the grievance procedure, as set forth in this Agreement, and the decision at that step shall be final.

B. Promotional Probation

An employee who is promoted shall serve a probationary period of six (6) months, during which time the employee shall accrue seniority rights with the Department but not at the promoted classification. Upon completion of said six (6) months, the employee shall be entitled to accrue seniority rights at the promoted classification retroactive to the commencement of the promotion.

An employee returned to the rank held prior to probation within the first ninety (90) days of probation shall have the right to grieve the decision, and the grievance will be limited to and may only be processed up to Step 2 of the Grievance procedure, as set forth in this Agreement, and the decision at that step shall be final. An employee returned to the rank held prior to probation after the ninetieth (90th) day of probation shall have the right to grieve the decision, and the grievance will not be limited to Step 2 of the grievance procedure set forth in this Agreement.

ARTICLE 10

BULLETIN BOARDS

Where a bulletin board is available, the City agrees to provide space on such bulletin board for Association use. Where a bulletin board is not available, the City agrees to provide such a board.

The City shall permit the Association to post notices of the Association's business and matters relating to the administration of this Agreement.

ARTICLE 11

VOTING/POLITICAL ACTIVITY

During a primary, general or special election, an employee who is a registered voter and whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where the polls are open two hours before or after hours after the employee's regular scheduled work period, it shall be considered sufficient time for voting.

Employees will be allowed to engage in the full range of political activities guaranteed to all citizens while off duty and not in uniform.

ARTICLE 12

INTERNAL INVESTIGATIONS AND OBLIGATIONS TO THE PUBLIC

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

In order to maintain the security of the City and protect the interests of its citizens, the parties agree that the City must have the right to conduct investigations of citizen complaints and matters of internal security. In the event an employee becomes the subject of a formal Departmental or City investigation arising from a citizen complaint or allegation, the Department or the City, whichever is appropriate, shall notify the employee of the complaint. Upon the conclusion of the formal investigation the employee will be notified of the disposition of the complaint.

Any investigative interrogation of a sworn employee covered by this Agreement relative to a citizen's complaint and/or matter of internal security shall be conducted pursuant to and in strict conformity with the provisions of Chapter 112, Part VI, Florida State Statutes, including, but not limited to:

A. The interrogation shall be conducted at a reasonable hour, preferably at a time when the employee is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.

B. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation and shall be informed of the name(s) of the complainant(s). All identifiable witnesses shall be interviewed

whenever possible, and the specific alleged violation(s) of City and/or Department policies prior to the beginning of the investigative interview of the accused officer.

C. The charge “conduct unbecoming an officer” can be used provided it is qualified by “in that he/she and state the violation of the Rules and Regulations.”

D. The employee under investigation shall be informed of the rank, name, and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation. All questions directed to the employee under interrogation shall be asked by and through one (1) interrogator during any one (1) investigative interrogation, unless specifically waived by the officer under investigation.

E. Interrogation sessions shall be for reasonable periods and shall be timed to allow for such rest periods as are reasonably necessary. All interrogations must be held at the headquarters of the High Springs Police Department unless the employee is unable to come to the headquarters or both parties agree to some other location.

F. At the request of any employee under investigation, he shall have the right to be represented by counsel or any other representative of his choice who shall be present at all times during such interrogation.

G. The formal interrogation of an employee, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements.

H. If the employee under interrogation is under arrest or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

I. No employee shall be ordered to submit to any device designed to measure the truth of his responses during questioning; provided, however, that there shall be no restriction on the right of any employee to submit to such device on a voluntary basis. There shall be no reference for refusing to take a polygraph entered into any City record or notes unless the employee volunteered or agreed to take a polygraph and then refused.

J. During interrogations the employee shall not be subjected to offensive language or threats of transfer, dismissal, or other disciplinary action. The interrogator does not have the right to make a promise of reward as incentive to answering questions.

K. During interrogations, questions shall be limited to the circumstances surrounding the allegations, which are the subject of the investigations.

L. In the interest of internal security and fairness to the employee under investigation, the City insofar as is legally permissible, agrees to make no public statements concerning the alleged violation or the validity of the allegations under investigation until such time as the investigation has been completed

and the findings of the investigation published. In the event the employee under investigation, or any organization or person representing said employee makes public statements concerning the allegations under investigation, the City shall have the right to respond in any manner it deems appropriate.

M. An employee under investigation may obtain a copy of any written statement he has executed.

N. The findings of the investigations shall be labeled "Unfounded" (did not occur), "No Conclusion" (unable to determine guilty or not guilty), "Sustained" (guilty as charged) or "Not Sustained" (not guilty). No other terminology may be used.

In investigations involving sworn or non-sworn personnel, where an employee is to be interrogated concerning an alleged violation of the Rules and Regulations of the City or the Department which, if proven, may result in discipline to the employee which is greater than a written reprimand, the employee shall be afforded a reasonable opportunity and facilities to contact and consult privately with an attorney of his/her choosing or a representative may be present during the interrogation. Where the attorney or P.B.A. representative is not immediately available and condition permit, the interrogation will be postponed for one twenty-four (24) hour period.

No employee will be compelled to speak or testify, or be questioned by any non-governmental agency.

In case where the City chooses to relieve any member of the bargaining unit from duty pending an investigation or other administrative determination, the following conditions will prevail:

1. The employee will remain on full salary and allowances and shall not lose any benefits during this period of time. Matters should be settled within a two (2) week time frame. Neither the employer nor the employee may unduly delay the hearing.
2. In the event the employee has been charged criminally with the filing of any criminal traffic violation, any misdemeanor or any felony, the employee will be put on administrative leave without pay pending the conclusion of the investigation or by approval of the City Manager. The City reserves the right and may, under circumstances, place the employee on administrative duties pending the conclusion or dismissal of the charge filed. If the employee is found not guilty or if the charges are dropped, the employee will be paid their base salary without interest for the time they were on leave without pay and there will be no loss of seniority or benefits for that period of time.

Only "sustained" findings following an investigation will be inserted in an employee's personnel record; however, a separate Internal

Affairs file may be kept on employees containing all complaints lodged and all findings made. Unless there is a recurrence of the same infraction within one (1) calendar year, the prior infraction will not be sued for progressive disciplinary purposes.

The City shall not discharge or discipline any employee without just cause and due process.

The City agrees that no that adverse action will be taken against any employee who exercises the rights provided for in this Article.

ARTICLE 13 LEGAL BENEFITS

The City will defend employees against any legal actions taken against them as a result of their actions while acting in the scope of their employment, unless such employee acted in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property (i.e. in the line of duty) and will initiate any proper and appropriate counter suits.

The City agrees to indemnify all employees against judgments levied against them as a result of their actions while acting in the scope of their employment, unless the employee acted in bad faith or with malicious purpose of in a manner exhibiting wanton and willful disregard of human rights, safety or property.

ARTICLE 14 RULES AND REGULATIONS

The City's Personnel Rules and Regulations and the Police Department's Rules, Regulations, Directives, Orders and Standard Operating Procedures shall be applicable to all members to the extent they do not conflict with this Agreement.

Prior to the City implementing any change to its Personnel Rules and Regulations, the P.B.A. shall be provided five (5) days notice and an opportunity to discuss such change(s). However, under emergencies classified as such by the City Manager, changes may be made without notice until the situation is resolved, wherein the change would be made without notice until the situation is resolved, wherein the change would be noticed with an opportunity to discuss as provided for in this Paragraph.

The City agrees to meet with the Association within sixty (60) days after the implementation of this Agreement for the purpose of discussing new rules and regulations.

The City will provide each newly-hired or rehired employee with a copy of all of the City's Personnel Rules and Regulations and the Police Department's Rules, Regulations, Directives, Orders and Standard Operating Procedures.

It shall be understood that the Chief of Police may modify, change, remove or add to any Department Rule, Regulation, Directive, Order, or Standard Operating Procedure as long as it does not conflict with any of the provisions of this Agreement.

Any changes to a member's compensation, terms and conditions of employment or benefits, which are not resolved after meeting and conferring shall be subject to impact bargaining.

ARTICLE 15

TEMPORARY ASSIGNMENT TO A HIGHER CLASSIFICATION

Employees temporary filling, or interacting capacity a position in higher rank shall receive a rate of the base salary of the higher classification or five percent (5%) higher than the employee's base rate of pay, whichever is greater, after serving in that capacity for at least forty (40) hours.

ARTICLE 16

TRAINING

A. Where the City requires an employee to attend supervisory training and/or training in specialized techniques, the City will make every reasonable effort to facilitate the employee attending such training during his normal working hours. In the event the City is unable to schedule the employee to attend such training during his normal working hours, the employee shall be required to attend such training during his off-duty hours; provided, however, that the time spent by the employee in such training during his off-duty hours shall be compensated in accordance with hours of work and overtime.

B. All sworn officers will be required to train and qualify with their duty weapon, and any other authorized weapon, on an annual basis. The training will be conducted by a certified firearms instructor. All ammunition and safety equipment required for authorized training and qualification will be furnished by the City. Any employee required to attend such training during their off-duty hours will be compensated in accordance with hours of work and overtime. An employee will be required to post a score of at least eighty percent (80%) of the HSPD 50 handgun qualification course, attached to this Agreement as Appendix "A." to qualify. An employee who fails on a third attempt to qualify with his/her duty weapon shall be reassigned to a non-sworn capacity until the employee posts a qualifying score with no reduction in pay.

The City shall provide to each sworn officer upon written request fifty (50) rounds of .40 caliber handgun ammunition per quarter to be utilized to assist with necessary skill handling and shooting proficiency. The employee shall be

required to shoot the ammunition within the quarter that the ammunition is received. An employee may shoot the ammunition while on-duty provided the employee receives approval in advance from their immediate supervisor.

Transportation to the pistol range or transportation to any required and scheduled training shall be provided by the Police Department. In the event such transportation is not available, the employee shall be entitled to applicable travel time and mileage allowance, at the current rate established by the State of Florida.

The Employee Management Committee shall discuss and make recommendations concerning which manuals will be used, what weapons or equipment shall be carried and qualified, and what other equipment or weapons may be carried after qualification. These recommendations shall be forwarded to the Chief for consideration and approval where appropriate.

ARTICLE 17

ASSOCIATION REPRESENTATIVE

The Association shall be represented by its President or his designee.

An employee representative of the Association shall be permitted reasonable access to all Police Department work locations at reasonable times to handle specific grievances and matters of interpretation of this Agreement. The Association shall inform the City of the identity of its representative at least forty-eight (48) hours prior to obtaining access provided in this Paragraph, unless the parties agree otherwise.

The City shall on or about October 1st annually provide the Association with a complete roster of the name, rank, position and date of hire for each police officer and communications employee. The Association will, upon receipt of the roster, furnish the City with a list of current members of the bargaining unit, or submit a statement verifying that the membership of the unit contains no persons not included in the City's roster.

One (1) employee representative of the Association who is engaged in the negotiation of the successor contract shall be allowed to attend the negotiation sessions that occur within his/her normal duty hours without loss of pay or benefits.

ARTICLE 18

EDUCATIONAL ASSISTANCE

Section 1. "Educational Assistance Plan"

The City of High Springs' educational assistance plan is designed to assist the City employees in obtaining additional training and educational in law enforcement related subjects to prepare them for advancement.

Section 2. “Reimbursement”

As money is available and budgeted, each employee shall be reimbursed, up to \$1,500 each fiscal year, upon successful completion of each course, if the following criteria are met:

- A. The employee has successfully completed the probationary period.
- B. The employee has submitted an application for tuition assistance to the Chief of Police prior to registering for the course. Application forms may be obtained from the Personnel Department.
- C. The employee has received an approved application form from the Chief of Police or his designee prior to registering for the course.
- D. The employee satisfactorily completed the course with a grade of “C” or better.
- E. The employee is still employed by the City of High Springs Police Department at the time application for reimbursement is submitted.
- F. The employee submits the approved application form, accompanied by the tuition receipt and evidence of satisfactory completion of the course with a letter grade of “C” or better or a grade of “Satisfactory” where a letter grade is unavailable to the Chief of Police or his designee for reimbursement. At the time of submission, the employee must certify that he/she did not and will not receive any funds for reimbursement for any course from any source other than the City of High Springs, i.e. G.I. Bill, federal grant, etc.

An employee whose employment is terminated voluntarily or involuntarily within one (1) year of being reimbursed for a course will be required to reimburse the City for the prorated amount of reimbursement based on a twelve (12) month schedule, and such reimbursement may be deducted by the City from the employee’s pay or accrued leave.

An employee found to have falsified an application for reimbursement will be disciplined up to and including termination.

Subject to the above criteria being met, an employee shall be reimbursed for tuition and books based on the following schedule:

Letter Grade “A” or “B”	100%
Letter Grade “C” or “Satisfactory”	50%

Any grade below a letter grade of “C” or a course graded “unsatisfactory” will not entitle to any reimbursement.

ARTICLE 19

WORKERS' COMPENSATION BENEFITS

An employee who is covered by Chapter 440, Florida Statutes, Workers' Compensation, and in accordance with the provisions set forth there under, incurs an injury or illness while on duty, and directly related to work performed for the Police Department, shall be authorized to receive all of the benefits under said statutory scheme to the full extent allowed by the law to the same extent provided for all City employees whichever is greater.

ARTICLE 20

INSURANCE/RETIREMENT

The City agrees to furnish all full-time bargaining unit members with a major medical, surgical, hospitalization and group insurance plan.

The City agrees to pay the entire premium for the employee's coverage. The employee shall be responsible for payment of the premium for the employee's spouse and/or dependents, if desired.

The City agrees to enroll all members of the bargaining unit in the Florida Retirement System (FRS), upon application to and acceptance by FRS. If determined eligible by FRS, employees who were enrolled in the City of High Springs/Florida League of Cities Police and Firefighters' Pension Trust, may purchase coverage in FRS, retroactive to the date of their employment.

ARTICLE 21

HOURS OF WORK AND OVERTIME

The following provisions shall govern hours of work and overtime:

A. A normal work period for members covered by this Agreement shall depend on their schedule. There shall be two (2) normal shifts, eight (8) and twelve (12) hour shifts.

B. Those employees assigned to work an eight (8) hour shift shall be scheduled to work ten (10) eight (8) hour shifts per two (2) week pay period. Any hours worked in excess of those hours shall be compensated at the rate of time and a half (1 1/2) their regular straight time.

C. Those employees assigned to work twelve (12) hour shifts shall be scheduled to work six (6) twelve (12) hour shifts and one (1) eight (8) hour shift per two (2) week period. Any hours worked in excess of those hours shall be compensated at time and a half (1 1/2).

D. Dispatchers shall bid on their shifts once annually at the beginning of each calendar year, which shall be done on the basis of seniority. Four (4) of

the shifts will be 12-hour shifts and will be the same as the police officers. There will be an additional "cover" shift that will run either 1600-2400 (4 pm-12 am) or 1700-0100 (5 pm-1 am) for Tuesday through Sunday. In order to compensate for the four (4) hours of automatic overtime that this 12-hour shift creates, the communications supervisor will work one late date (Wednesday) from 1100-1900 (11 am-7 pm), allowing the dayshift dispatcher to go home at 1500 (3 pm) and work an eight (8) hour day. Additionally, the nightshift dispatcher's work schedule will require one eight (8) hour work day per pay period (Tuesday through Sunday) beginning at 2300 (11 pm) with the "cover" shift dispatcher working those hours. Days off shall be rotated quarterly (e.g., From January through March, a day shift dispatcher will have Saturday and Sunday off; from April through June, the days off shall rotate to Monday and Tuesday; etc. This shall apply to the other two (2) shifts in the same manner). Notwithstanding the foregoing, at any time that the City has less than four (4) full time dispatchers employed and working a full time schedule, the Chief of Police or his designee may schedule dispatchers in a manner that, in his discretion, provides the maximum coverage and benefit to the City.

E. Each year, starting on the pay period which starts after January 1st, bargaining unit members assigned to twelve (12) hour shifts will re-bid for one of the two (2) twelve (12) hour shifts. Placement on the shifts will be determined by seniority and will last for the calendar year. The City may create a twelve (12) hour relief shift with hours based on the needs of the Department. The bidding and placement described in this paragraph is only for one (1) of the two (2) twelve (12) hour shifts. The Chief of Police or his designee reserves the right, in his discretion, to make team and squad assignments.

F. Those members with a rank of Sergeant or above or a supervisor will be exempt from the bid process and may be placed on a shift and rotated as the need arises.

G. If an employee covered by this Agreement is called out to work at a time outside their normal working hours, they shall receive a minimum of two (2) hours pay or actual time worked, whichever is greater.

H. The above mentioned minimum call-out compensation shall apply to required off-duty appearances as a subpoenaed witness to attend any court, deposition, or other legal matters on pending criminal, civil or traffic cases where the employee is involved in their official police capacity. Any fees in connection with the appearance before any court or for the purpose of taking depositions shall be retained by the employee. Any mileage fees shall be paid to the City if a City vehicle was used for travel.

I. In the event an employee is off duty and placed on "stand-by" in anticipation of a disaster or similar circumstances, that employee will be paid one half of their base pay rate for those hours on stand-by. Only the Chief of Police or his designee can place an employee on stand-by.

J. A seventy-two (72) hour notice shall be given to the employee prior to any change in a scheduled work shift in excess of three (3) working days unless there is an emergency as classified by the City Manager.

K. For purposes of determining overtime, hours worked shall not include time off taken for vacation, sick leave, bereavement leave, or time taken off for holiday leave but shall include time spent in training, travel to and from court, and time actually working a shift.

L. Extra duty assignments of a nature other than working over at the end of a shift or coming in early for a shift will be assigned by rotation on the basis of seniority, starting with the employee having the greatest seniority. Should an employee be offered an overtime or extra duty assignment and decline that assignment, their name will be placed on the bottom of the list. In certain cases an employee may wish to not work extra duty or overtime assignments. In that situation, an employee may request, in writing, to have their name removed from the list.

M. No employee shall work more than sixteen (16) hours per day, sixty (60) hours per week or one hundred-twenty (120) hours per pay period without permission from the Chief of Police or his designee.

ARTICLE 22 VACCINATIONS

The City shall furnish all members of the bargaining unit with the full extent of vaccinations and blood-borne pathogen protection required by Florida law or provided to all general employees, whichever is greater.

ARTICLE 23 CORRECTIVE ACTION

It shall be the duty of each member to maintain high standards of cooperation, efficiency and integrity in his or her conduct and work performance with the City in keeping with the Oath of Office; the laws of the United States, the State of Florida and the City of High Springs; provision(s) of Departmental or City Rule(s) or Regulation(s) and Standard Operating Procedure(s) and other directive(s).

The City has the right to take corrective action against an employee for unsatisfactory work, misconduct or for other just cause. "Corrective action" shall mean disciplinary action including, but not limited to, written reprimand, suspension or discharge.

The City follows a system of progressive discipline in that the City imposes a level of discipline necessary to correct undesirable behavior. Actions taken may increase in severity if the original offense is not corrected or if a subsequent offense arises. Progressive discipline assures that discipline is administered consistently and in a non-discriminatory manner.

Based on the severity of the offense, disciplinary action imposed by the City for the first or subsequent offenses may include a suspension without pay, a reduction in salary, demotion or discharge.

Actions that may result in the immediate removal of an employee from the work site include, but are not limited to: criminal misconduct, arrest for domestic violence, assault, battery, theft, insubordination, sabotage, any threat to the safety of employees or the public and/or suspected drug or alcohol use on the job.

Disciplinary actions are as follows:

1. Written Reprimand: Issued by management when counseling has not resulted in a satisfactory change in the employee's conduct or work performance or when counseling is not deemed by management to be sufficiently severe for the offense.

2. Suspension: Issued by management for the good of the City or for other just cause or when a written reprimand has not resulted in a satisfactory change in the employee's conduct or work performance or when a written reprimand is not deemed by management to be sufficiently severe for the offense. A suspension is an involuntary removal from the work site which includes loss of pay for the time specified.

3. Discharge: Issued by management for just cause or when previous disciplinary actions have failed to bring a satisfactory change in the employee's conduct or work performance, or when a suspension is not deemed by management to be sufficiently severe for the offense. A specific reason for discharge is not required for an initial probationary employee who fails to meet probationary standards. A discharge is a permanent separation from and termination of employment with the City.

4. Other types of disciplinary action may be appropriate including, but not limited to, reduction in pay or reduction in classification (i.e. demotion).

An employee being considered for discipline that constitutes anything greater than a written reprimand shall receive notice of being considered for such discipline at least twenty-four (24) hours in advance of such action being taken in writing unless conditions as deemed by the Police Chief exist which would require immediate action or circumstances by the affected employee exist which would require immediate action or circumstances by the affected employee exist which make such advance notice impossible.

Administrative leave or a suspension with pay may be utilized for the purpose of an investigatory procedure or pending investigation. The determination of whether an employee shall be placed on administrative leave or suspended with pay shall be made by the Police Chief or his designee, in his sole discretion.

Appeal and grievance rights of employees are provided in other articles within this Agreement.

ARTICLE 24

HOLIDAYS

The City recognizes the following as paid holidays for bargaining unit employees:

New Year's Day — January 1
Martin Luther King, Jr. Birthday — 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 — Fourth Friday in November
Christmas Eve — December 24
Christmas Day — December 25
New Year's Eve — December 31

1. Each member of the bargaining unit will receive ten (10) hours holiday pay for each holiday listed above at his/her regular rate of pay.

2. An employee who works on a holiday will be paid at a rate equal to one and one-half (1 1/2) times his/her regular hourly rate. For calculation of hours worked at the overtime rate, the holiday shall start and end at midnight and hours worked between those time periods will be counted at time and a half (1 1/2) regardless of the employee's shift starting and ending times.

3. An employee who is scheduled to work and who wishes to take the holiday off, must obtain the approval of the Chief of Police or his designee.

4. If a holiday falls while an employee is on vacation, it will be paid as a holiday and not charged to vacation time for that day. Holidays that fall during scheduled vacation may be filled by the City.

5. Bargaining unit employees who are working and/or on standby will receive one (1) day off for each nonscheduled "emergency day off" granted by the City Manager or the Mayor to non-bargaining unit employees who are paid. Said day off must be scheduled with the approval of the Chief of Police.

6. Each bargaining unit employee will receive one ten (10) hour Personal Holiday each calendar year. The Personal Holiday will be available to the member each January 1 and must be used by each December 31 of each year or the Personal Holiday will be forfeited.

ARTICLE 25

MANAGEMENT RIGHTS

The Association agrees that the City has and will continue to retain, whether exercised or not, the sole and unquestioned right to operate and manage

its affairs in all respects; and the powers and authority which the City has not officially abridged, delegated or modified by the express provisions of this Agreement are retained by the City. The rights of the City, through its management officials, including, but not limited to its Police Chief and City Manager, shall include, but shall not be limited to: the right to determine the organization of City government; to determine the purpose of each of its constituent agencies; to exercise control and discretion over the organization and efficiency of the City; to set standards for services to be offered to the public; to direct the employees of the City, including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the City; to suspend, demote, discharge, or take other disciplinary action against employees for just cause; to increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees of duties because of lack of work, funds or other reasons; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine if goods or services are to be made or purchased; to establish, modify, combine or abolish job classifications; to change or eliminate existing methods, equipment or facilities; and to establish, implement and maintain an effective internal security program.

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

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

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

Any changes to a member's wages, terms and conditions of employment or benefits shall be subject to impact bargaining.

ARTICLE 26

WAGES

Effective October 1, 2017, all bargaining unit members in the rank of Sergeant shall receive a base salary increase of 2% per year of service in rank. Ex. A five (5) year Sergeant will receive a 10% increase in base salary and a Sergeant in rank for one (1) year will receive a 2% increase in base salary.

Effective October 1, 2017, all bargaining unit members in the rank of Officer shall receive a lump sum payment equivalent to 3% of their current base salary on the first non-payroll Thursday of October 2017.

The City and the Association agree that Article 26, Wages, will be re-opened in May of 2018 to move toward a mutual goal of implementing a Step Pay Plan.

ARTICLE 27

SAVINGS CLAUSE

All job benefits hereto enjoyed by the employees who are not specifically provided for or abridged by the Collective Bargaining Agreement shall continue under conditions that they had previously been granted. The Agreement will not deprive any employee of any benefits or protection granted by the laws of the State of Florida, the ordinances of the City of High Springs, or the personnel rules and regulations of High Springs not in conflict with this Agreement.

ARTICLE 28

SEVERABILITY CLAUSE

Should any provision of this Collective Bargaining Agreement or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of accord of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Should any article be rendered invalid, it shall be re-negotiated within sixty (60) days.

ARTICLE 29

STRIKES AND LOCKOUTS

There will be no strikes, work stoppages, picket lines, slow downs, boycotts, or concerted failure or refusal to perform assigned work by the employees or the Association and there will be no lockouts by the City for the duration of this Agreement. The Association supports the City fully in maintaining normal operations.

Any employee who participates in or promotes a strike, work stoppage, picket line, slow down, boycott, or concerted failure or refusal to perform assigned work may be disciplined or discharged by the City and only the question of whether he did in fact participate in or promote such action shall be subject to grievance and arbitration procedure.

It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of the citizens. Accordingly, it is understood and agreed that in the event of any violation(s) of this section, the City shall be entitled to seek and obtain immediate injunctive relief.

“Picketing” as used herein shall mean any action which has the effect of preventing employees from reporting to or continuing work or preventing the public from entering public facilities.

ARTICLE 30

AGENCY ASSIGNED VEHICLES

A. The Chief of Police reserves the right to establish the availability of vehicles, positional assignments, the process by which vehicle assignment will be made, to monitor the program to ensure compliance with the policies governing the use of the Department vehicles, and to suspend or terminate an assignment or the program. In this regard, the Chief of Police may require that a vehicle assigned to an employee pursuant to Paragraph B be called in as a pool vehicle.

B. Subject to the language in Paragraph A, an employee is authorized to drive his/her agency-assigned vehicle to and from the employee’s home so long as the employee either holds the rank of Sergeant or the employee’s home-stead is within thirty miles of the City limits. The employee may also use the vehicle for training, court appearances, special details and other needs as designated or approved by the Chief of Police

C. Notwithstanding the language in Paragraph A, an employee assigned as the K-9 Handler shall be issued a vehicle and is authorized to drive the vehicle to and from the employee’s home as well as to training, court appearances, special details and other needs as designated or approved by the Chief of Police.

D. An employee shall be allowed to use an agency vehicle for all off-duty work that is law enforcement related, provided that the off-duty work has been approved in advance by the Chief of Police.

ARTICLE 31

CLOTHING AND UNIFORM ALLOWANCE

A. For the fiscal year beginning October 1, 2017, and through the term of this Agreement, the member of the bargaining unit assigned as a detective on October 1, 2017 shall be paid the lump sum of \$500 for a clothing allowance.

B. All sworn officers shall be given a shoe allowance of \$100 per year payable on October 1st.

C. Uniformed employees will be issued two (2) new shirts and two (2) new trousers per year, if requested.

ARTICLE 32
TERM OF AGREEMENT

This Agreement is effective October 1, 2017, and will remain in effect through September 30, 2020.

The City and the Association agree that for the Fiscal Years 2018-2019, and 2019-2020, each party has the right to reopen up to two (2) articles in addition to Article 26.


In addition to the above re-openers, the City and the Association agree that Article 26, Wages, will be re-opened in May of 2018 to move toward a mutual goal of implementing a Step Pay Plan.

IN WITNESS HEREOF, the parties have signed this **AGREEMENT** to be effective as of October 1, 2017.

APPROVED BY THE CITY OF HIGH SPRINGS

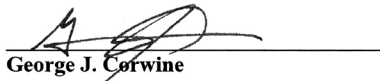


Ed Booth, City Manager

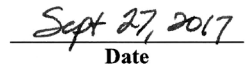


Date

APPROVED FOR THE FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.



George J. Corwine
President
North Central Florida Police Benevolent Association, Inc.



Date