Agreement

City of Sanibel
and
Fraternal Order of Police

October 1, 2011

PREAMBLE

This agreement is entered into effective October 1, 2011 between the City of Sanibel, hereinafter referred to as the "City", and the Florida State Lodge of the Fraternal Order of Police, hereinafter referred to as the "FOP".

It is the intent and purpose of this agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours, and terms and conditions of employment.

There shall be no individual arrangements contrary to the terms herein provided.

ARTICLE 1
RECOGNITION

The City recognizes the FOP as the exclusive bargaining representative as defined in Chapter 447, Florida Statutes, as amended, for all employees employed in the unit defined by the Public Employees Relations Commission in its certification number 1164 issued on June 27, 1997, which certification includes all sworn full-time Police Officers and Dispatchers excluding all others in the Sanibel, Florida, Police Department.

ARTICLE 2
FOP REPRESENTATIVES

2.1. The FOP shall be represented by no more than two (2) local representatives or their two (2) designees at any one time. The representatives and their designees must be members of the bargaining unit covered by this Agreement.

2.2. The FOP agrees to notify the City Manager and the Chief of Police in writing the names of the two local representatives and two designees during the term of this Agreement. No representative shall engage in any union-related matters during work time, without the permission of a supervisor.

2.3. When any local representative, designee or member engages in union related matters, including, but not limited to: (1) either collective bargaining for a contract or a re-opener thereof; (2) meetings, consideration or resolution of grievances and/or, (3) litigation, arbitration or special master hearings, she/he shall not be compensated by the City, unless directed by a supervisor.

2.4. The City will create a time bank that may be used by FOP representatives employed by the City. All bargaining unit members who elect to participate shall contribute up to eight (8) hours of vacation time annually to the time bank. FOP officials attending union functions and conferences unrelated to City business shall be entitled to use this time off subject to approval by the Chief of Police.

ARTICLE 3
MANAGEMENT RIGHTS

3.1. Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers, and authority previously possessed or enjoyed by the City of Sanibel prior to this agreement are retained by the City, and may be exercised without prior notice or consultation with the FOP.

3.2. Nothing in this Agreement shall be construed so as to limit or impair the right of the City to exercise its sole and exclusive discretion on all of the following matters, providing such exercise is consistent with the express terms of this Agreement:

a. To manage the Police Department and exercise sole and exclusive control and absolute discretion over the organization and operations thereof.

b. To determine the purpose and functions of the Police Department.

c. To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the City to be necessary for the operation/improvement of the Police Department, and to select, manage, direct and evaluate all management, supervisory, administrative and other personnel.

d. To alter or vary past practices and otherwise to take such measures as the City may determine to be necessary to maintain order and efficiency relative to both the work force and the operation/services to be rendered thereby.

e. To set methods, means of operations and standards of service to be offered by the Police Department, and to contract such operations/services to the extent deemed necessary, practical and feasible by the City.

f. To decide the number, location, design and maintenance of the Police Department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary by the City.

g. To determine the qualifications of all employees of the Police Department. To select, examine, hire, classify, train, assign, schedule, direct, transfer, promote, layoff, retain, and manage all employees of the department.

h. To discharge any bargaining unit employee for proper cause.

i. To increase, reduce, change, modify or alter the size and composition of the work force.

j. To determine the extent of its operations, to determine when any part of the complete operation shall function or be halted, and to determine when, where and to what extent operations/services shall be increased or decreased.

k. To make, issue, publish, enforce and modify policies, procedures, rules and regulations as the City may from time to time deem best.

l. To determine the need for and utilization of employees, including part-time employees, auxiliary personnel and other volunteers.

All other rights to manage the Police Department and the operations, functions and purposes thereof, which are not recited in or expressly limited by this Agreement, are reserved exclusively to the City.

3.3. If, in the sole discretion of the City, it is determined that emergency conditions exist, including, but not limited to, riots, civil disorders, severe weather conditions, epidemics, public employee strikes, or other catastrophes, the provisions of this Agreement may be suspended by the City during the time of such emergency, except monetary provisions in this contract.

3.4. The Federal Laws, together with all applicable General Laws of the State of Florida, shall be supreme to this Agreement in all matters pertaining to or resulting from any negotiations in such areas of discretion as to the City's mission, budget, obligation to its citizens, organization, assignment of personnel, tasks, duties, responsibilities, or the technology required to perform work.

3.5. The City has the sole, exclusive right to direct managerial, supervisory, administrative personnel and any other employee not covered by this Agreement, to perform any task in connection with the operation of the Police Department, whether or not normally performed by the employees within the bargaining unit.

3.6. The selection and assignment of supervisory and managerial personnel are the sole responsibility of management.

3.7. The FOP recognizes that the City and the Police Department are obligated to comply with all federal, state and local laws, ordinances, regulations, directives, and guidelines, including such matters as equal employment opportunity, and the FOP shall cooperate and do all things necessary to facilitate compliance with said laws.

3.8. The City shall have the right, during the term of this Agreement, to terminate selected service/operations permanently. In such event, all obligations hereunder to its affected employees and to the FOP shall forthwith terminate. The City shall also have the right, from time to time during this Agreement, to suspend selected services/operations in whole or in part.

3.9. Except as otherwise provided in this Agreement, any written rule, regulation, policy or procedure affecting employees of the Bargaining Unit in effect prior to, as well as those issued after, the effective date of this Agreement, shall remain and be in full force and effect unless changed, modified or deleted by the City. Final authority to change, modify or delete any rule, regulation, policy or procedure rests with the City.

3.10. It is expressly understood by and between the parties to this Agreement that the City shall not be deemed to have waived or modified any of the rights reserved to the City under this Article by not exercising said rights either in a particular matter or in a particular manner.

3.11. The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved from filing a grievance, but such grievance can be filed only on the grounds that the action complained of by him is in violation of the express written terms of this Agreement.

3.12. Nothing in this Article shall be construed as a waiver of the FOP's right to demand bargaining over the impact of any rule change which has the practical effect of altering terms and conditions of employment; provided, however, that the term "impact bargaining" shall not include resolution of the matter by means of the impasse procedures set forth in Chapter 447, Florida Statutes.

3.13. It is understood that the foregoing is inapplicable to negotiations for a new contract to take effect after the stated expiration date of this Agreement, even though such negotiations may occur during the stated term of this Agreement.

ARTICLE 4
GRIEVANCE AND ARBITRATION

4.1. DEFINITION

A grievance within the meaning of this contract shall consist of disputes about interpretations and applications of particular clauses of this Agreement and about alleged violations of this Agreement. Nothing in this Agreement shall preclude discussions between employees and the City's supervisors or managers to attempt resolution of problems in employment. Results of performance appraisals are not subject to the grievance procedure; provided, however, that a bargaining unit employee who receives an overall unsatisfactory performance appraisal shall have the right to grieve such appraisal up through Step III of this grievance procedure only. Complaints involving allegations of discrimination or sexual harassment are not subject to the grievance procedure, but may be made pursuant to Section 7-02 of the City's Personnel Rules and Regulations. When employees are relieved of duty with pay pending investigation of an alleged infraction, such action is not subject to the grievance procedure.

4.2. RULES OF GRIEVANCE PROCESSING

Every grievance hereunder must be in writing and specify: (a) the Article and Section of each Article alleged to have been violated; (b) the alleged conduct violating the Agreement; (c) the date, time and place of alleged conduct; (d) the identity of the individual(s) committing the alleged conduct; and (e) the remedy sought for the alleged violation. Failure to include all of this information in a grievance shall render the grievance null and void.

A grievance must be filed within five (5) working days from the date of the disciplinary action taken, or, in grievance not involving disciplinary action, within five (5) working days from the date the employee could reasonably be expected to have knowledge of the facts constituting the grievance. Failure to file a grievance within the time required shall render the grievance null and void.

For purposes of this Article, "working days" are defined as Monday through Sunday.

The term "filed" as used in this Article shall mean delivered and time stamped at the City Clerk's Office Monday through Friday 8:00 a.m. to 5:00 p.m., excluding holidays.

All time limits for filing and further processing of grievances as provided in this Article shall

be followed unless mutually extended in writing by the parties to the Agreement. Any grievance not filed or appealed in compliance with said time limits will be deemed settled and shall be foreclosed for all contractual and legal purposes. A grievance not answered within the time limits in this Article shall entitle the aggrieved employee to proceed to the next step.

The aggrieved employee(s) may request representation by the Union at any meeting where disciplinary action is at issue. However, the unavailability of a Union representative beyond twelve (12) hours shall not be reason for extending any time limits of this Article.

Nothing in this Agreement shall be construed to prohibit an employee if he so chooses from processing his own grievance without representation by the Union where the adjustment, if any, of said grievance is not inconsistent with the terms of this Agreement.

All grievances filed by an employee shall be subject to the contractual grievance procedure provided by this Article, unless the employee elects to use the grievance procedure provided under the City's Personnel Rules and Regulations. An employee must elect which procedure he will use when the grievance is filed, and such election shall be binding.

All grievances will be filed, investigated, presented, appealed and otherwise processed under this Article during the off-duty hours of the aggrieved employee and the off-duty hours of any Union representative(s).

The Union hereby indemnifies, defends and holds harmless the City, its officers, officials, agents and employees against any claim, demand, suit or liability and for all legal fees and costs arising from any action taken or not taken by the Union with respect to processing or not processing grievances under this Article.

At any step of the grievance procedure, the Police Chief and/or the City Manager may appoint a person to act on his/her behalf.

There shall be no grievances filed on behalf of two or more employees.

STEPS

The steps shall be the same as that contained in the City's Personnel Rules and Regulations up to Step 4.

STEP 4: If a grievance, as defined in this Section, has not been satisfactorily resolved within the

grievance procedure, the FOP may request arbitration no later than ten (l0) working days after the City Manager's response is due in Step 3 of the grievance procedure or is provided, whichever occurs first. The parties shall first attempt to mutually agree upon an independent arbitrator.

If the City and Union fail to agree upon and select an impartial arbitrator within seven days after the FOP's request for arbitration, either party may request (and must notify the other party in writing) the Federal Mediation and Conciliation Service to name seven (7) persons who shall be affiliated with neither the City nor the Union, nor be employees of any Federal or State Agency, to serve as an impartial arbitrator. The City and the Union shall each alternately strike three of the persons so named and the seventh remaining person so named shall be the impartial arbitrator. The party bringing the arbitration shall strike the first name. Either party has the right to reject, entirely, the first panel provided by the Federal Mediation and Conciliation Service.

Unless otherwise mutually agreed by the Union and the City, the arbitrator shall hear only one City grievance at a time.

The arbitrator shall have no power to: add to, disregard, subtract from or modify the terms of this Agreement or any amendments hereto; establish or change any wage or wage structure; or order any change in City practice which is not in violation of the express provisions of this Agreement.

In the event that a transcript of a hearing 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 paid in proportion to the number of parties requesting the transcript. Neither the Union nor the aggrieved employee or anyone acting on his behalf shall attempt to avoid the cost of a transcript by requesting a copy of the transcript pursuant to the Public Records Act, or otherwise.

Arbitrator's fees and expenses will be paid by the losing party as defined by the arbitrator.

In the event an employee rather than the Union elects to invoke arbitration, the employee shall deposit in the Registry of the Clerk of the Court for Lee County an amount of money estimated by the arbitrator to be sufficient to cover the arbitrator's fees and expenses. Such deposit shall be promptly forwarded to the arbitrator upon presentation of a bill for such services following the rendering of the arbitrator's decision.

Unless mutually agreed otherwise by the parties, the arbitrator shall render a written decision and opinion to the parties as soon as practicable, but in no event after thirty (30) calendar days from the submission of post-hearing briefs, if any, or within thirty (30) days of the close of the hearing if

no briefs are to be submitted.

The decision of the arbitrator is final and binding on all parties to the arbitration. The grounds for appealing any arbitration award rendered pursuant to this Agreement shall be as set forth in Section 682, Florida Statutes; provided, however, that a Florida Circuit Court may also vacate any arbitration award rendered pursuant to this Agreement if it is not based on competent substantial evidence or if it is inconsistent in whole or in part with State or Federal law.

The arbitrator shall not construe this Agreement in any way that supersedes or preempts applicable laws, ordinances, statutes, or the City of Sanibel Charter.

The only obligations binding on the City and the Union are those set forth in the four corners of this Agreement.

ARTICLE 5
PROHIBITION OF STRIKES

5.1. UNION ACTIVITY

The Union agrees that it will not, under any circumstances or for any reason, including alleged or actual breach of this Agreement by the City or sympathy for support of the employees or Union, call, encourage, authorize, ratify or engage in any strike, slowdown, boycott, concerted abuse of sick leave, unauthorized picketing, or other interruption of work.

5.2. EMPLOYEE ACTIVITY

Each and every employee in the bargaining unit covered by this Agreement agrees that he/she will not under any circumstances or for any reason, including alleged or actual breach of this Agreement by the City or in sympathy for or support of other employees or Union, engage in a strike, slowdown, concerted abuse of sick leave, boycott, unauthorized picketing or other interruption of work. If an employee engages in a strike, he or she shall be subject to immediate termination, and that decision shall be reviewable only by the procedures set forth in Section 447.507, Florida Statutes. If an employee engages in any other violation of this section, he or she shall be subject to immediate termination and such discharge shall be reviewable under the arbitration provisions of the contractual grievance procedure. If an arbitrator finds that an employee has engaged in the activity prohibited by this article, the arbitrator shall not reduce the penalty imposed by management without clear and compelling reasons to do so.

5.3. RIGHT OF DISCIPLINE

It is agreed that the Union shall not be responsible for any act alleged to constitute a breach of this Article if neither the Union nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action.

5.4. UNAUTHORIZED PICKETING

"Unauthorized picketing", as used herein, shall mean any action that has the effect of preventing employees from reporting to or continuing work.

5.5. INFORMATION PICKETING: Information picketing shall be authorized in accordance with the law.

ARTICLE 6
DUES CHECK OFF

6.1. The City agrees to deduct once each pay period the FOP dues of employees who individually and voluntarily certify, in writing, that they authorize such deductions. No authorization shall be allowed for payment of initiation fees, special assessments or fines. Any changes in the amount of the FOP dues would be effective in a time reasonable to allow the City to make the necessary technical and administrative payroll changes and program adjustments. The Union shall be assessed a yearly fee for administration of the dues check off in the amount of $75.00.

6.2. The City's remittance will be deemed correct if the FOP does not give written notice to the City within thirty (30) days of receipt of the remittance that the remittance is incorrect. The FOP shall delineate with specificity the reasons why it believes the remittance to be incorrect.

6.3. If there is an amount deducted in excess of what is authorized by this Agreement, the employee affected shall seek recourse with the FOP and not the City.

6.4. No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period after other deductions are less than the amount of dues to be checked off.

6.5. The FOP will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City with respect to check-off of union dues.

6.6. Any employee may withdraw his/her deduction upon written request and thirty (30) days notice to the City and the FOP.

ARTICLE 7
PREVAILING RIGHTS

All job benefits enjoyed by the employees and known to management which are not specifically provided for or abridged by this Agreement shall continue under conditions upon which they have previously been granted unless modified or changed by action of the City Council and/or City Manager. It is understood and agreed that management reserves the right to make changes and modifications to past, existing and future operations, techniques, rules, regulations and policies.

ARTICLE 8
COMPLIANCE WITH RULES AND REGULATIONS

8.1. All sections of the City's Personnel Rules and Regulations and Police Department Rules and Regulations, including any amendments thereto, are applicable to the bargaining unit members unless there is an express conflict between the Personnel Rules and Regulations and the Agreement, in which case this Agreement shall apply.

8.2. Rules and regulations shall be formulated and implemented by the City as deemed necessary for the operation of the Police Department in an orderly manner.

8.3. An FOP representative will be advised in writing of any changes in the City's Personnel Rules and Regulations, General Orders and Directives impacting terms and conditions of employment at least five days prior to implementation whenever possible.

ARTICLE 9
DISCIPLINE

9. 1. No bargaining unit employee shall be discharged without proper cause.

9.2. The City's Personnel Rules and Regulations shall apply to any disciplinary actions; provided, however, that if an employee elects to pursue a grievance under the contractual grievance procedure as opposed to under the City's Personnel Rules and Regulations, Section 7-07, will not apply.

9.3. The City shall comply with the procedures set forth in Section 112.531, et seq., Florida Statutes whenever an officer is being investigated.

ARTICLE 10
REDUCTION IN FORCE

10.1. The City Manager may lay off an employee or employees when it is deemed necessary by reason of shortage of funds, lack of work, the abolition of positions, material changes in the job duties or organizational structure, or for other reasons within the discretion of the City.

10.2. In the event of a reduction in force, temporary, emergency, seasonal, or provisional employees in the classification and department affected shall be first laid off. If further reductions are necessary, newly hired probationary employees shall be laid off. Employees who are on promotional probation and non-probationary employees shall be laid off subsequent to the above.

10.3. Employees shall be laid off on the basis of length of service with the City provided that the employees' abilities, qualifications to perform the work and performance evaluations for the past three (3) years are relatively equal. Veteran's preference shall also be considered.

10.4. In the event of the relative inequality of these factors between employees in the same classification and department, the employee with the higher values as determined by the employer of the abilities, qualifications to perform the work and performance evaluations for the last three (3) years shall be retained.

10.5. Any employee who is to be laid off will be given a minimum of ten (l0) working days' notice of the pending layoff.

10.6. Laid off employees will receive full payment for all accrued personal leave and one-half accrued medical leave at the employee's current rate of pay.

10.7. Application of the procedures for laying off employees set forth herein, but not the decision to lay off or the selection of the employee(s) to be laid off shall be grievable in accordance with the grievance procedure as outlined in this contract.

10.8. If a recall is effected, employees shall be recalled to the classification and department from which they were laid off in the reverse order in which they were laid off, provided they have not been laid off for more than one (l) year. If an employee has been laid off for more than one year, the employment relationship shall be terminated.

10.9. A recalled employee shall have ten (l0) working days to return to work after having

been recalled in writing by certified mail with return receipt requested, addressed to the last known address of record, unless there is a reason acceptable to the City for such failure. Failure to comply with this provision shall constitute a termination in the employment relationship.

10.10. Laid off employees who are recalled or re-employed within one (1) year from the date of layoff may buy back their accrued vacation and medical leave balance for which they were paid at the time of layoff.

10.11. For the purposes of vacation leave accrual rate only, recalled employees shall retain credit for the prior service.

10.12. Laid off employees who are recalled or rehired shall not utilize or accrue vacation leave or medical benefits during the period they were laid off.

10.13. Recalled employees shall be granted first day coverage in health and life insurance.

10.14. All layoffs and recalls shall be coordinated and processed by the Personnel Director with authorization of the City Manager.

ARTICLE 11
HOLIDAYS AND HOLIDAY PAY

11.1. All eligible employees will be granted holidays as outlined in Section 3-04 of the City's Personnel Rules and Regulations.

11.2. A Designated holiday is the actual day of the holiday as defined in the City's Personnel Rules and Regulations. A Substitute holiday is either a Friday or Monday when the Designated holiday falls on a Saturday or Sunday.

11.3 When a Designated or Substitute holiday falls on a regularly scheduled workday and employees are granted the holiday, the employees will receive holiday pay equivalent to the number of hours regularly scheduled to work on that day (e.g. 8, 10, 12 hours).

11.4. Employees with a regularly scheduled work shift of 9 hours or more per day are entitled to 8 hours of holiday pay when a Designated holiday or Substitute holiday falls on a regularly scheduled day off.

11.5. Employees who work on a Designated holiday or a Substitute holiday that is a regularly scheduled workday will be paid two times their regular rate of pay for all hours actually worked on the Designated or Substitute holiday.

11.6. Employees who work on a Designated holiday and a Substitute holiday that are regularly scheduled workdays will be paid straight time for all hours actually worked on the Substitute holiday and two times their regular rate of pay for all hours worked on the Designated holiday.

ARTICLE 12
VACATION LEAVE

12.1.All eligible employees will be provided vacation leave as shown in 12.2 below:

12.2. Vacation accrual schedule effective October 1, 2005

Beginning Year of Service	Current	October 1, 2005
1	80 hours	80 hours
2		88 hours
3		96 hours
4		104 hours
5		112 hours
6	120 hours	120 hours
7		128 hours
8		135 hours
9	136 hours	144 hours
10		152 hours
11	160 hours	160 hours
12		
13		
14		
15	168 hours	
20	192 hours	

12.3. Employees who accrue either 168 hours or 192 hours as of October 1, 2005 will continue to accrue those hours. However, employees accruing 168 hours per year will not move to the next level, 192 hours.

ARTICLE 13
ACTING OUT OF CLASS

If an employee is temporarily assigned by a Department Director for non-training purposes to a position with a higher pay range that is temporarily vacant as the result of medical leave, turnover or similar reasons other than vacation leave for more than two work weeks during the fiscal year, the employee will be paid, temporarily for all hours worked beyond the two (2) weeks, the entry salary of the higher classification, provided the employee meets the minimum qualifications of the higher class, or receive a 5% temporary increase for the assignment, whichever is greater.

ARTICLE 14
COURT APPEARANCE

Employees called back to work, or who remain past normal working hours, for court appearances, will be paid at overtime rates, provided that they have otherwise worked the requisite number of hours in the work cycle.

All payments of any type or sort, including witness fees, mileage checks or checks issued through the witness aid services shall be endorsed and turned into the City.

Whenever available, the City shall provide the employee with a City owned vehicle for transportation to and from court appearances. If the employee is required to use a private vehicle for such transportation, he or she shall be paid mileage in accordance with applicable City ordinances.

Upon notice of an officer being placed on standby by order of the Court, on the officer's time off, said officer shall receive compensation of four hours base pay for being on standby at straight time rates. In the event the officer is actually called to testify during the day they are on standby, the hours spent testifying shall be at straight time or overtime rates, whichever is applicable. Officers who are called but do not respond, or who do not respond in a timely manner, will be subject to disciplinary action up to and including discharge. Officers who are called but come to work under the influence of alcohol or drugs will be likewise subject to disciplinary action up to and including discharge.

ARTICLE 15
MEDICAL EXAMINATIONS/PHYSICAL FITNESS

Each bargaining unit member shall submit to an annual medical examination, including a drug test. The City will reimburse the co-pay for the annual medical examination while the drug test will be at the City's expense, provided that funds are available. The City shall determine what the medical exam shall consist of.

Each bargaining unit member covered by this Agreement is required to annually meet the Cooper Basic Physical Fitness Standards at the 40th percentile or above based on age and gender, with exchangeable components as previously agreed to. In the event an employee fails to meet the Cooper Basic Physical Fitness Standards at the 40th percentile or above, he or she shall not receive any pay increase as provided for in this agreement until successfully passing the fitness test. The Cooper Basic Physical Fitness test will be a monitored and recorded test. Employees will be permitted to retake the fitness test an additional two times during the fiscal year. If the employee passes the fitness test by December 1st of the new fiscal year, the pay increase will be made retroactive to the first full pay period after October 1st of the fiscal year. Otherwise, the pay increase will be made effective the first pay period following successful completion of the fitness test, if completed prior to the last pay period in the applicable fiscal year.

ARTICLE 16
BEREAVEMENT LEAVE

16.1. In the event of a death in the employee's family, the employee shall be allowed up to forty-eight (48) hours funeral leave with no loss of pay.

16.2. For the purposes of this section, "family" includes spouse, child, mother, father, grandparent, grandchild, brother, sister, aunt, uncle, or step relatives of the employee or the employee's spouse, or as determined by the City Manager.

16.3. Additional time off may be granted with prior approval of the City Manager. This time shall be charged as vacation leave or compensatory time only.

16.4. The employee may be required to provide the Department with proof of death in the immediate family, as defined, before compensation is approved.

ARTICLE 17
UNIFORM ALLOWANCE

17. 1. The City shall provide uniforms and all other necessary equipment as determined by management. Replacement of any such items shall be on an as-needed basis. Such needs shall be based on normal wear and tear, or damage beyond the control of the officer. Employees shall be responsible for replacement of equipment and uniforms, other than through normal wear and tear, as determined by management.

17. 2. Assuming the City's budget permits, Detectives and persons assigned to plain-clothes duty shall receive a clothing allowance of up to five hundred dollars ($500.00) per year for the purchase of clothing.

ARTICLE 18
SAFETY

18.1. The City agrees to comply with Section 5-01 of the City's Personnel Rules and Regulations.

18.2. The Department may employ persons in light-duty capacities, or persons may be assigned to other departments. Employees working in a light-duty job shall be paid at their regular rate of pay.

ARTICLE 19
INSURANCE

19.1. The City shall provide each qualified employee with access to health insurance coverage that is substantially the same basic cafeteria plan as provided to other City employees. The City will pay the health insurance coverage for sworn Police Officers and family members for the basic cafeteria healthcare plan.

19.2. The fiscal year 2010-2011 cafeteria allowance of $858.70 will be maintained for fiscal year 2011-2012 and the discretionary spending allotment of the cafeteria allowance ($125.70) will remain unchanged.

19.3 Employees have the option to buy-up to a higher cost health insurance plan.

ARTICLE 20
MEDICAL LEAVE

20.1 All eligible employees will be provided medical leave pursuant to Section 3-07 of the City's Personnel Rules and Regulations.

20.2 The City agrees to continue with its current policy of payment for 25% or accumulated sick time payable to those members that terminate employment in good standing.

20.3 The City agrees that Police Officers may sell unused medical leave back to the City under the guidelines shown below:

a. Sworn Police Officers must maintain a minimum of 120 hours of medical leave to participate in the Medical Leave Buy-Back Program.

b. To be eligible, employees may not use more than 80 hours of medical leave during the fiscal year:

(1) The first 40 hours of unused medical leave or portion thereof may be converted to vacation leave; and

(2) The second 40 hours of unused medical leave or portion thereof may be sold back to the City at the employee's base rate of pay effective the first pay period in October.

ARTICLE 21
RETIREMENT BENEFITS

21.1 The City shall continue to provide the employees covered by this Agreement with a retirement plan as funded and approved by the City Council from year to year. The City agrees that prior to implementing any changes in the current pension plans for bargaining unit members, it will negotiate the impact of such changes with the Union. Bargaining unit employees will contribute an additional three percent of earnings to receive a supplemental retirement benefit, if covered by the Police Officers' Pension Plan.

21.2 Effective October 1, 2011, a participant of the Police Officers' Pension Plan may not have more than 300 hours of overtime compensation annually included as pensionable income for retirement calculation purposes.

21.3 Upon retirement for a participant of the Police Officers' Pension Plan, vacation and medical leave payout to be included as pensionable income is frozen at the vacation and medical leave accrued and available for use as of September 30, 2011. Each participant of the plan will be notified of their maximum vacation and medical leave payout value for retirement calculation purposes.

21.4 Dispatchers, who are participants of the General Employees' Retirement Plan, will be included in the amended plan as outlined in Ordinance 11-001 following a 45-day window for employees to opt-out of the plan. Changes to the plan are:

a. Multiplier 1.68%
b. Vesting period of 6 years
c. Normal retirement age 65
d. Early retirement age 60
e. Adjustment for early retirement of 5% for each year under age 65
f. Cost of Living Allowance of 2% per year after 5 years of retirement
g. Window of opportunity to opt-out of the defined benefit plan and if vested freeze benefits under the current plan and if not vested to rollover personal contributions plus an earned benefit not to exceed the amount of personal contributions and participate in the defined contribution plan with matching funds from the City as approved by City Council.
h. Effective date, upon approval of an amended ordinance by City Council.

21.5 Defined Contribution Plan

- Minimum contribution of 5%; the City match is 5%
- Contributions 6% to 10%; the City match is 50% of the employee Contribution
- Newly hired Dispatchers must participate in the Defined Contribution Plan

ARTICLE 22
HOURS OF WORK AND OVERTIME

22.1. Overtime at time and one half shall only be paid after 80 hours worked in a 14-day cycle. Overtime for dispatchers shall be paid after 40 hours in a 7-day cycle. Compensatory time may be provided in lieu of overtime in accordance with the City's Personnel Rules and Regulations.

22.2. The receipt of holiday pay (hours paid, but not worked on a holiday) during a scheduled workweek shall not be counted as hours worked in determining eligibility for overtime. Hours actually worked on a holiday will count toward eligibility for overtime.

22.3. Any authorized leave during a scheduled workweek (e.g., vacation, medical, personal, jury duty, blood donation) shall not be counted as hours worked in determining eligibility for overtime.

22.4. Bargaining unit members shall be given a shift differential of $1.00 per hour for hours worked between 7:00 p.m. and 7:00 a.m. If any change is made in the starting and ending times for each shift, the shift differential may be adjusted accordingly.

22.5. Employees' hours of work, including starting and ending times for each shift, shall be at the sole discretion of management.

22.6. In the event an employee is required to work overtime, he or she will not be required to use annual leave nor be placed in a "leave without pay" status during the work period in order to offset the overtime hours worked.

22.7. An employee called out to work during off duty hours will receive a minimum of two hours pay at straight time or overtime rates, whichever is applicable.

22.8. Any employee that is required to alter or modify their shift or normally scheduled work hours at the direction of the administration shall be given at least seven (7) days notice prior to implementation of the change. This prior notification shall not be required in the case of a City declared emergency, staffing shortages, illness among staff members, and other declared department emergencies or exigent circumstances declared by the Police Chief.

ARTICLE 23
LEGAL PROTECTION

Members of the bargaining unit acting in good faith and within the scope of their employment will be provided a defense against legal claims and actions against them to the same extent as that provided for all other city employees. A member may engage private legal counsel at the member's expense.

ARTICLE 24
COMPENSATION

24.1. Wages for fiscal year 2011-2012 will remain at the September 30, 2011 level or as otherwise changed as specified in this article.

24.2 INCENTIVE PAY INCREASES:

a. SENIOR OFFICER STATUS:

(1) Police Officers may earn an additional ½% pay increase upon successfully completing each of the following courses:

- Field Training Officer Course (off-site attendance required)
- Line Supervision Course (internet based training or on-site attendance)
- Mid-Management Course (self-study with supervised examination)

(2) Upon successful completion of the three courses, a Police Officer will earn the status of Senior Officer and Corporal designation will be added to the employee's uniform.

(3) The City will pay the tuition costs for the courses, but the employee must attend on his/her own time.

b. DISPATCHER: A Dispatcher may earn an additional 1½% pay increase by successfully completing 120 hours of training in communications, customer service and citizen/public relations as approved by the Chief of Police.

24.3. Any future compensation adjustments beyond the expiration of this Agreement shall be subject to negotiations between the parties.

24.4. Police Officers will receive a longevity payout based on the years of service as reflected in the schedule below during their annual anniversary month of service.

Years of Service	Longevity Payout
1-10	$1,000
11-14	$1,500
15-19	$2,000
20-24	$2,500
25+years	$3,000

24.5. Police Officers who are not assigned a take-home vehicle will receive a $400 per month allowance.

ARTICLE 25
EDUCATION AND TRAINING

Bargaining unit employees will be given educational assistance pursuant to Section 3-18 of the City's Personnel Rules and Regulations.

ARTICLE 26
OFF-DUTY EMPLOYMENT

26.1. The acceptance and administration of all off-duty special assignments will be at the sole discretion, management and control of the City.

26.2. A rotation list will be established by submitted requests to work off duty details.

ARTICLE 27
BULLETIN BOARDS/COPIES

27.1. The City agrees to provide space in the squad room for a bulletin board to which employees covered by this Agreement have access, for the posting by the FOP of notices of meetings or other official FOP information.

27.2. FOP representatives may request that copies of documents be made. Payment for such copies will be consistent with City policy.

ARTICLE 28
CAPE CORAL BRIDGE TRANSPONDER

The City will take immediate action, upon approval of this agreement, to reimburse those employees who reside in Cape Coral and use the toll bridges for the cost of the annual unlimited transponder and will fund the cost of the unlimited transponder for the term of this agreement.

ARTICLE 29
AMENDMENTS

This Agreement may be amended at any time by the mutual consent of the parties, but such attempted amendment shall not be of any force or effect until placed in writing and executed by each party hereto.

ARTICLE 30
ANTI-DISCRIMINATION

All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE 31
LABOR-MANAGEMENT COMMITTEE

31.1. There shall be a Labor-Management Committee consisting of the following employee-management representatives:

a. Two (2) representatives of the bargaining unit.

b. The City Manager and Police Chief or their designees.

31.2. Meetings of this committee shall be held when deemed necessary by the City and shall be scheduled upon ten (10) days notice. No more than one meeting per month shall be held unless mutually agreed to by the FOP and the City. Upon notice, the FOP shall forward to the City the names of those bargaining unit members who will attend. The time, place, and duration of discussions shall be mutually agreed upon by both the City and the FOP.

31.3. The sole function of the Labor-Management Committee shall be to discuss general matters pertaining to employee relations. The Committee shall not engage in collective bargaining or the resolution of grievances. Bargaining unit members participating in labor management committee meetings shall not be compensated except as required by law.

ARTICLE 32
SUBSTANCE POLICY

32.1. All members of the bargaining unit shall be subject to the City's Drug Free Work Place Policy, as amended.

32.2. All bargaining unit members shall also be subject to drug and/or alcohol testing twice each year of the agreement as determined by the Police Chief. Such testing is unrelated to reasonable suspicion or post-accident testing that may be considered necessary.

32.3. The Police Chief shall notify the Administrative Services Director or City Manager designee of the testing date selected. The Administrative Services Director or designee will make appropriate arrangements with the drug testing facility. The Chief or his designee shall be responsible for then seeing to it that the employee is relieved of duty and sent or transported to the test site. If the employee is on leave, the selection shall be kept confidential until the employee returns.

32.4. All tests will be made in accordance with the standards set forth in Section 440.102 (5) and (6), Florida Statutes. Bargaining unit employees who refuse to take a drug test as directed, or who test positive, will be disciplined in accordance with the City's Drug-Free Workplace Policy.

ARTICLE 33
DISPATCHERS

Dispatchers will only be transferred voluntarily in accordance with City of Sanibel Rules and Regulations Section 4-05.

ARTICLE 34
WELLNESS

34-1. CANCER SCREENINGS AND ANNUAL PHYSICALS – The City will reimburse the co-payments for obtaining cancer screenings and an annual physical for employees and dependents covered under the City's health insurance plan.

34.2. RECREATION CENTER MEMBERSHIP - The City will pay the annual Recreation Center membership fee for an employee and family membership.

ARTICLE 35
DURATION

35.1. This Agreement shall be effective upon ratification by both parties, and shall remain in full force and effect until September 30, 2014, provided, however, that the parties agree to annually negotiate any wage increases for fiscal years 2012 - 2013 and 2013 – 2014; and provided further that the parties agree to annually afford each other the opportunity to reopen up to two additional articles for negotiation. In order to engage in negotiations prior to the expiration of this agreement, either party must notify the other in writing, not more than one hundred twenty (120) days and not less than ninety (90) days prior to the anniversary date (October 1, 2014), that it desires to engage negotiations. This Agreement shall remain in full force and be effective during the period of negotiations, except as otherwise provided.

35.2. This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be effected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease or assignment or either party hereto or of any separable, independent segment or either party hereto.

In witness whereof, the parties hereto have set their hands this 21 day of November, 2011.

FOR THE FOP:

By: _____
George Krivas, President

Date: 11/22/2011

FOR THE CITY:

By: _____
Judy Zimomra, City Manager

Date: 11/22/2011