

**CITY OF SANIBEL AND FRATERNAL ORDER OF POLICE
SERGEANTS AGREEMENT**

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AGREEMENT

THIS AGREEMENT, entered into this 9th day of May 2018, by and between the City of Sanibel, Florida, hereinafter referred to as the "CITY", and the Florida State Lodge Fraternal Order of Police, Inc., Sergeant's Bargaining Unit, hereinafter referred to as "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.

The term "employees" used in this Agreement shall refer to bargaining unit members and wherever the male gender is used it shall be construed to include male and female employees.

**ARTICLE 1
RECOGNITION**

1.1. The City recognizes the FOP as the exclusive bargaining representative as defined in Chapter 447, Florida Statutes, as amended, for all employees defined by the Public Employees Relations Commission in its certification number 1927 issued on January 16, 2018, which certification includes all sworn law enforcement personnel in the classification of Police Sergeant, excluding all other employees of the City of Sanibel.

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**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 or their designees will 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 the 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 Lieutenant, Deputy Police Chief or the Police Chief.

2.3. When any local representative or designee engages in union related matters, including, but not limited to: (1) meetings, consideration or resolution of grievances and/or, (2) litigation, arbitration or special master hearings, she/he shall not be compensated by the City, unless approved by the Deputy Police Chief or Police Chief. However, two (2) local representatives shall be permitted to attend Collective Bargaining sessions while on duty, with no loss of pay. Any representative not on duty during these sessions shall not be compensated for the time. Overtime will not accrue for employees engaged in Collective Bargaining sessions.

**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 expressed terms of this Agreement:

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- 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 employee for proper cause.
- i. To increase, reduce, change, modify or alter the size and composition of the workforce.

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- 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, to include the methods and procedures for recording employee time and attendance.
- l. To determine the need for and utilization of employees, including part-time employees, auxiliary personnel and other volunteers.

3.3. 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.

3.4. 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 for those monetary provisions contained in this Agreement.

3.5. 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.

3.6. The City has the sole, exclusive, right to direct, manage and supervise administrative personnel and any other employees not covered by this Agreement, to perform any task in connection with the operation of the Police Department, whether or not normally performed by Sergeant's represented by the FOP.

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

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3.8. 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. The FOP shall cooperate and do all things necessary to facilitate compliance with said laws.

3.9. The City shall have the right, during the term of this Agreement, to terminate selected services/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.

3.10. Except as otherwise provided in this Agreement, any written rule, regulation, policy or procedure affecting employees 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.

3.11. 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 in a particular matter.

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

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

3.14. It is understood that the foregoing is not applicable to negotiations for a new contract to take effect after the stated expiration date of this Agreement, even

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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 their Police Department supervisors or managers to attempt resolution of problems in employment. Results of performance appraisals are not subject to the grievance procedure; provided, however, that an 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 ten (10) working days from the date of the disciplinary action taken, or, a grievance not involving disciplinary action, within ten (10) 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.

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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 of the process.

An employee may request representation by the FOP at any meeting where disciplinary action is at issue or could result. However, the unavailability of a FOP representative beyond twenty-four (24) hours in duration 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 or she so chooses from processing his/her own grievance without representation by FOP where the adjustment, if any, of said grievance is not inconsistent with the terms of this Agreement. However, the City shall notify the FOP if a grievance is filed without the FOP.

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 to use when the grievance is filed, and such election shall be binding.

The FOP 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 FOP with respect to processing or not processing grievances under this Article.

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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 (10) 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 FOP 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 not be affiliated with neither the City nor the FOP, nor be employees of any Federal or State Agency, to serve as an impartial arbitrator. The City and FOP 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 FOP 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 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

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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 FOP 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.

A non-dues paying bargaining unit employee may avail himself/herself of all pre-arbitration procedures (Steps One and Two) under this Article. If a grievance is filed by anyone other than the FOP, the City shall notify the FOP in writing. The FOP shall be notified of any grievance meeting/hearing with the non-member. Such non-dues paying bargaining unit employee shall be required to bear the full cost of preparing and presenting his/her own case. To the extent permitted by law, access to the arbitration process hereunder is limited to the FOP and no bargaining member may proceed to arbitration with the written authorization from the FOP.

In the event an employee rather than FOP elects to invoke arbitration, the employee shall deposit \$7,000 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.

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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 FOP are those set forth in the four corners of this Agreement.

**ARTICLE 5
STRIKE PROHIBITION**

5.1. FOP ACTIVITY

FOP agrees that under no circumstances or for any reasons, including alleged or actual breach of this Agreement by or sympathy for support of represented employees or other City bargaining units, call, encourage, authorize, ratify or engage in any strike, slowdown, boycott, abuse of medical leave, illegal picketing or other interruption of work.

5.2. EMPLOYEE ACTIVITY

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 a member engages in any other violation of this Article, 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 a member 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 FOP shall not be responsible for any act alleged to constitute a breach of this Article if neither FOP nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action.

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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 each pay period the dues of employees who individually and voluntarily certify, in writing, that they authorize such deductions for FOP membership. No authorization shall be allowed for payment of initiation fees, special assessments or fines. Any changes in the amount of the FOP dues will be effective in a time reasonable to allow the City to make the necessary technical and administrative payroll changes and program adjustments.

6.2. The City shall deduct said dues in the amount requested on the dues deduction form (attached as Exhibit 1). The City shall transfer said money to the Florida State Lodge Fraternal Order of Police, Inc. located at 242 Office Plaza, Tallahassee, FL 32301 along with a list of names. The City's remittance will be deemed correct if 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 reason(s) 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 pay period in which the employee's net earnings for that pay period, after other deductions, are less than the amount of dues to be checked off.

6.5. The FOP hereby indemnifies, defends and holds the City harmless

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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 providing thirty (30) days' notice to the City and the FOP.

**ARTICLE 7
PREVAILING RIGHTS**

7.01. All job benefits provided 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 General Orders, including any amendments thereto, are applicable to employees, unless there is a direct conflict between the Personnel Rules and Regulations/General Orders 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 and the City in an orderly manner.

8.3. A 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 with at least five days' notice prior to implementation whenever possible and given the opportunity to request "impact bargaining."

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**ARTICLE 9
DISCIPLINE**

9.1. No employee shall be disciplined or terminated without proper cause as outlined in the Personnel Rules and Regulations Manual.

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 112.532, et seq., Florida Statutes, Police Officer's Bill of Rights, whenever an employee is the subject of investigation.

**ARTICLE 10
REDUCTION IN FORCE**

10.1. An employee may be laid off when it is deemed necessary by reason of lack of work or funds, the abolishment of positions, material changes in the job duties or organizational structure, or for other reasons within the discretion of the City.

10.2. An employee shall be laid off on the basis of length of service with the City in the rank of Sergeant provided that the employee's abilities, qualifications to perform the work, conduct and performance evaluations for the past three (3) years are relatively equal. Veterans will be given preference in the process. Should a tie result, length of service with the City will be the tie breaker.

10.3. An employee who is to be laid off will be given a minimum of ten (10) working days' notice of the pending layoff and will receive full payment for all accrued personal leave and one-half accrued medical leave at the employee's current rate of pay.

10.4. Employees shall be eligible to be re-hired in the reverse order in which

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they were laid off for a period not to exceed one (1) year. Laid off employees who are rehired 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 separation.

10.5. The laid off employee shall have ten (10) working days to return to work after having been recalled in writing by certified mail with return receipt requested, which will be addressed to the last known address of record, unless there is a reason acceptable to the City for such failure. Failure to report for work as stated under this provision shall be cause to be passed over.

10.6. A recalled employee shall be granted immediate coverage in health and life insurance.

**ARTICLE 11
HOLIDAYS AND HOLIDAY PAY**

11.1. 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 (10, 12 hours).

11.4. 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.

11.5. Employees who work on a Designated holiday and a Substitute holiday

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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. Employees will accrue vacation leave as outlined in the Personnel Rules and Regulations Manual, Chapter 3, Subchapter 3-05.

**ARTICLE 13
WORKING OUT OF CLASSIFICATION**

13.1. An employee temporarily assigned by the Chief of Police 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 will receive a 5% temporary pay increase for the assignment, whichever is greater.

**ARTICLE 14
COURT APPEARANCE**

14.1. 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.

14.2. 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.

14.3. Whenever available, the City shall provide the employee with a City

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owned vehicle for transportation to and from court appearances. If the employee is required to use a private vehicle for such transportation, employee shall be paid mileage in accordance with applicable City reimbursement procedures.

14.4. Upon notice of an employee being placed on standby by order of the Court, on the employee's time off, said employee shall receive compensation of four hours base pay for being on standby at straight time rates. In the event the employee 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. Employees 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 termination.

14.5. Employees who are called but come to work under the influence of alcohol or drugs will likewise be subject to disciplinary action up to and including termination.

**ARTICLE 15
MEDICAL EXAMINATIONS/PHYSICAL FITNESS**

15.1. Employees shall submit to an annual medical examination as determined by the City, including a semi-annual drug test. The City will reimburse the co-pay for the annual medical examination while the drug tests will be at the City's expense.

15.2. Employees are 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 necessary. 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.

15.3. In the event an employee fails to meet the Cooper Basic Physical Fitness Standards at the 40th percentile or above, the employee shall not receive any subsequent merit pay increases as provided for in this Agreement or amendments thereto, until successfully passing the fitness test.

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15.4. 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, if applicable. 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. Immediate Family/Relative – Includes spouse, children, step-children, parent, step-parent, grandmother, grandfather, brother, half-brother, sister, half-sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian, grandchildren, foster child, aunt, uncle, nephew, niece and loco parentis. Any other relative or domestic partner living in the same household is considered immediate family.

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

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.

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17.2. Employees shall receive up to one hundred seventy five dollar (\$175.00) reimbursement effective October 1, 2018 for the purchase of shoes/boots each year by presenting a receipt of purchase with a check request to the Finance Department.

**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 assign injured employees to light-duties within the department or assign to another department, if necessary. Employees working in a light-duty status shall be paid at their regular rate of pay.

**ARTICLE 19
INSURANCE**

19.1. Health Insurance: The City agrees to pay 100% of the health insurance coverage for employees and eligible family members for the City's basic cafeteria healthcare plan. Employees will have the option to buy-up to a higher cost health insurance plan.

19.2. Discretionary Spending: The City agrees to retain the discretionary spending allotment of the cafeteria allowance \$125.70 per month.

19.3. Dental Insurance: The City agrees to pay 100% of the City's dental insurance plan costs for employees and family members.

**ARTICLE 20
MEDICAL AND PERSONAL LEAVE**

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

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

20.3. The City agrees that employees may sell unused medical leave back to the City under the following conditions:

- a. Employees 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 each year.

20.4. Employees will receive 24 hours of personal leave each fiscal year. New hires will be granted personal leave on a pro-rated basis based on date of hire (October through March 24 hours; April through September – 12 hours). New hires are eligible to use personal leave after the 1st of the month following 30 days of employment.

**ARTICLE 21
RETIREMENT BENEFITS**

21.1. The City shall provide employees a defined benefit 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 plan, it will negotiate the impact of such changes with the FOP.

21.2. Employees will contribute five percent of gross earnings for the basic

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benefit and may voluntarily contribute an additional three percent of earnings in order to receive a supplemental retirement benefit, as specified in the City Code.

21.3. Employees are restricted to no more than 300 hours of overtime compensation annually included as pensionable income for retirement calculation purposes.

21.4. Upon retirement or entrance into the Deferred Retirement Option Plan, vacation and medical leave payout will not be included as pensionable income, unless the employee's vacation and medical leave was frozen for payout as of September 30, 2011, and provided those frozen amounts have not been diminished or exhausted. Each employee eligible for leave payout will be notified of their maximum payout value for retirement calculation purposes, if the payout amount was frozen as stated above.

21.5. In accordance with State of Florida Chapter 185 legislation, the parties mutually agree to use all Insurance Premium Tax Revenues previously accumulated and prospectively received to reduce the City's annual contribution to the Sanibel Municipal Police Officers' Retirement Trust Fund.

**ARTICLE 22
HOURS OF WORK AND OVERTIME**

22.1. Overtime at time and one half shall only be paid after 80 hours have been worked in a 14-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.

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22.4. Employees shall be given a shift differential of \$2.00 per hour for hours worked between 6:00 p.m. and 6:00 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. An employee called out to work during off duty hours will receive a minimum of two (2) hours pay at straight time or overtime rates, whichever is applicable.

22.7. An employee who is required to alter or modify their shift or regularly scheduled work hours at the direction of the department 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.

22.8. Management shall not adjust an employee's schedule as to avoid overtime during a current pay period.

22.9. Compensatory time off may be granted at the discretion of management when requested by the employee. If compensatory time off is awarded, the total compensatory time accrued shall not exceed 60 hours. All accrued compensatory time off at the end of each fiscal year will be paid at the employee's regular hourly rate of pay.

**ARTICLE 23
LEGAL PROTECTION**

23.1. Employees acting in good faith and within the scope of their employment will be provided a defense against any 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.

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**ARTICLE 24
COMPENSATION**

24.1. Current wages were increased by a 1% merit increase effective the first pay period following April 1, 2018 for any employee who received an exceptional or highly commendable performance rating.

24.2. Employees will be granted longevity pay based on their 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+	\$3,000

24.3. Employees will receive a \$500 per month vehicle allowance, unless an employee has been assigned a City take-home vehicle. The assignment of a City vehicle shall be at the discretion of the Police Chief or his designee.

24.4. The eligibility period for longevity pay and merit pay will be extended by an equal number of days of unpaid absence, if any, during the eligibility period.

**ARTICLE 25
EDUCATION AND TRAINING**

25.1. Employees will be authorized educational assistance pursuant to Section 3-18 of the City's Personnel Rules and Regulations.

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**ARTICLE 26
DECLARATION OF PRINCIPLES**

26.1. In accordance with applicable federal and state laws, both the City and the FOP agree that they will not discriminate on the basis of race, age, national origin, religion, color, creed, sex, disability, union or non-union membership. The City and FOP hereby affirm their joint opposition to any discriminatory practices in connection with employment, promotion or training.

**ARTICLE 27
BULLETIN BOARDS/COPIES**

27.1. The City agrees to provide space in the squad room for a bulletin board to which employees have access, for the posting by the FOP of notices of meetings or other official FOP information, which will be shared with the FOP bargaining unit representing Police Officers and Dispatchers.

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

**ARTICLE 28
AMENDMENTS**

28.1. This Agreement may be amended at any time by the mutual consent of FOP and the City and such amendment shall be in writing and executed by each party hereto prior to implementation of the amendment.

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**ARTICLE 29
SUBSTANCE ABUSE POLICY**

29.1. Employees shall be subject to the City's Drug Free Work Place Policy, as amended in this agreement.

29.2. Employees 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.

29.3. 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.

29.4. All tests will be made in accordance with the standards set forth in Section 440.102 (5) and (6), Florida Statutes and any positive result shall confirmed by a MOR before being reported to the City. 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.

29.5. The city will use a urine sample and if the first sample is deemed to be diluted or adulterated then a second sample of urine will be taken before hair or blood.

**ARTICLE 30
WELLNESS**

30-1. **CANCER SCREENINGS AND ANNUAL PHYSICALS** – The City will reimburse co-payments for obtaining cancer screenings and an annual physical for employees and dependents covered under the City's health insurance plan.

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

**ARTICLE 31
SEVERABILITY**

31.1. Should any final decision of any court of competent jurisdiction void any provision of this Agreement, only the provision so affected shall be null and void, otherwise, all other provisions under this Agreement shall remain in full force and effect.

31.2. The provision or provisions which have been declared null and void will be re-negotiated if it is determined that this provision(s) is a proper item to re-negotiate.

**ARTICLE 32
PROSPECTIVE SUSPENSION**

32.1 Any bargaining unit member that has a case before the Florida Department of Law Enforcement Criminal Justice Standards and Training Commission (FDLE-CJSTC) where the FDLE-CJSTC imposes a "Prospective Suspension" of the bargaining unit member's certification which does not exceed forty-five days, the parties agree that the bargaining unit member may be afforded the opportunity to offset the prospective suspension by using vacation leave, compensatory time and regular days off or any combination thereof.

32.2. At the sole discretion of the Chief of Police, said bargaining unit member may be reassigned to a non-sworn (civilian) position during that time period of the prospective suspension.

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**ARTICLE 33
DURATION**

33.1. This Agreement shall be effective upon ratification by both parties, and shall remain in full force and effect until September 30, 2020, provided, however, that the parties agree to negotiate any wage increases for fiscal years 2018-2019 and 2019-2020; and provided further that the parties agree to also afford each other the opportunity to reopen one additional article for negotiation in each of these two fiscal years. In order to engage in negotiations prior to the expiration of this agreement, either party must notify the other in writing prior to May 15th of each contract year that it desires to engage in negotiations. This Agreement shall remain in full force and be effective during the period of negotiations, except as otherwise provided.

33.2. 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 9th day of May, 2018.

FOR THE FOP:

By: [Signature]
Steve Young, FOP Representative

Date: 05/07/18

FOR THE CITY:

By: [Signature]
Jude Zimorra, City Manager

Date: 5/9/2018

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Exhibit 1

PAYROLL DEDUCTION AUTHORIZATION

**Authorization for Deduction of Union Dues
Fraternal Order of Police
For Sanibel Police Sergeants**

I hereby authorize the City of Sanibel to deduct the union dues established by the Fraternal Order of Police (FOP).

Dues shall be deducted from the bi-weekly paycheck, except for the third paycheck from months where there are three (3) bi-weekly payroll period endings. The deducted monies shall be remitted to 242 Office Plaza, Tallahassee, FL 32301, once each month.

I understand that this payroll authorization for union dues is voluntary and that I may revoke this authorization at any time by giving a written notice to the City of Sanibel and to the FOP. Any such written notice shall be on form agreed to by the City of Sanibel and FOP.

(PRINT First and Last Name) _____ (Signature) _____ (Date)

(Social Security Number)

Received in the Sanibel Finance Department by _____
(Signature and Date)