

AMENDED COLLECTIVE BARGAINING AGREEMENT

The City of Sanibel and the Florida State Lodge, Fraternal Order of Police, Inc. representing the Police Sergeants hereby agree to amend Article 15, Medical Examinations/Physical Fitness, and Article 24, Compensation, of the current labor agreement for fiscal year 2018-2019 as shown below:

**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 pass the Physical Abilities Test (PAT) of Florida FDLE which is consistent with National models and industry standards and locally validated based on statewide statistics. Components of the test were designed to simulate actual tasks and essential knowledge, skills and abilities required on the job in order to receive a merit pay increase as approved by City Council.

15.3. Employees who fail the PAT will be required to retake the PAT within the ensuing 6 months, when the employee feels physically ready. If the employee passes the PAT, the pay increase will be made retroactive to the first full pay period as originally approved by City Council. Failure to successfully pass the PAT on the second try will result in the loss of the merit increase and a fitness for duty medical examination may be required. Further employment action will be taken as deemed appropriate and necessary from the medical examination results.

15.4. Sergeants who successfully pass the Cooper Physical Fitness Test as structured by the Police Chief will be eligible to receive a \$500 bonus every 6 months. The test will include: sit ups; swimming; pushups; 1.5 mile run; and treading water.

**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.

22.4. Employees shall be given a shift differential of 10% of their regular pay rate of pay 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.

[THE REMAINDER OF THIS ARTICLE IS UNCHANGED]

ARTICLE 24 COMPENSATION

24.1. Wages for fiscal year 2018-2019 will be determined as follows:

- a. All employees will receive a cost of living pay increase of 2% effective the first pay period following October 1, 2018.
- b. On the first pay period following April 1, 2019, any Police Sergeant who successfully passes the Physical Abilities Test will receive an additional 1% merit increase.

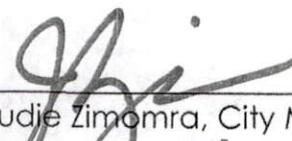
[THE REMAINDER OF THIS ARTICLE IS UNCHANGED]

FOR THE FOP:

By: 
Steve Young, FOP Representative

Date: 9-19-18

FOR THE CITY:

By: 
Judie Zimomra, City Manager

Date: 9/24/2018