

**CONTRACT BETWEEN
CITY OF NAPLES
AND
FRATERNAL ORDER OF POLICE
COLLIER COUNTY LODGE NO. 38**

OCTOBER 1, 20~~09~~10

THROUGH

SEPTEMBER 30, 20~~10~~11

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AGREEMENT

THIS AGREEMENT, entered into this 1st day of October, 20~~09~~10 by and between the City of Naples, Florida, and the Fraternal Order of Police, Florida State Lodge, Local #38, hereinafter referred to as the “City” and the “Employee Organization.”

W I T N E S S E T H

WHEREAS, it is the intent and purpose of the parties to this agreement to assure sound and a mutually beneficial means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreements between the parties concerning wages, hours of employment and other terms and conditions of employment; and

WHEREAS, there shall be no individual agreement contrary to the terms herein provided; and

WHEREAS, either party hereto shall be entitled to require specific performance of the provisions of this agreement; and

WHEREAS, it is understood that the City of Naples is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public;

NOW THEREFORE, in consideration of the mutual promises exchanged herein, the parties covenant and agree as follows:

ARTICLE 1

EMPLOYEE ORGANIZATION

- 1.01 Recognition: In accordance with the Public Employee Relations Commission of Florida, certification of November 5, 1976, the City recognized the employee organization as the exclusive Bargaining Agent to represent the public employees specified in said certification. The Bargaining Unit includes all sworn officers of the rank and classification of Police Officer as listed in the City of Naples Classification Compensation Plan. The Bargaining Unit does not include Police Sergeants, Police Lieutenants, or higher classification, and all other employees of the Public Employer.

ARTICLE 2

POLICE OFFICERS' BILL OF RIGHTS
AND DISCIPLINARY ACTION

2.01 All law enforcement officers employed by any employing agency shall have the following rights and privileges:

1. Rights of law enforcement officers while under investigation.

Whenever a law enforcement officer is under investigation and subject to interrogation by members of his agency for any reason which could lead to disciplinary action, demotion, or dismissal, such interrogation shall be conducted under the following conditions:

- (a) The interrogation shall be conducted at a reasonable hour, preferably at a time when the law enforcement officer is on duty, unless the seriousness of the investigation is of such a degree that immediate action is required.
- (b) The interrogation shall take place either at the office of the command of the investigating officer or at the office of the local precinct or police unit in which the incident allegedly occurred as designated by the investigating officer or agency.
- (c) The law enforcement officer under investigation shall be informed of the rank, name, and command of the officer, and all persons present during the interrogation. All questions directed

to the officer under interrogation shall be asked by and through one interrogator at any one time.

- (d) The law enforcement officer under investigation shall be informed of the nature of the investigation prior to any interrogation, and he shall be informed of the name of all complainants.
- (e) Interrogating sessions shall be for reasonable period and shall be timed to allow for such personal necessities and rest periods as are reasonably necessary.
- (f) The law enforcement officer under interrogation shall not be subjected to offensive language or be threatened with transfer, dismissal, or disciplinary action. No promise or reward shall be made as an inducement to answer any questions.
- (g) The formal interrogation of a law enforcement officer, including all recess periods, shall be recorded, and there shall be no unrecorded questions or statements.
- (h) If the law enforcement officer under interrogation is under arrest, or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

(i) At the request of any law enforcement officer under investigation, he shall have the right to be represented by counsel or any other representative of his choice, who shall be present at all times during such interrogation whenever the interrogation relates to the officer's continued fitness for law enforcement service.

2.02 The Bargaining Unit members may seek redress under the Police Officers' Bill of Rights for disciplinary action resulting from a find on a complaint or allegation originating from a citizen.

2.03 Should the State Legislature rescind Statutes 112.531-112.534, the City and the F.O.P. agree to re-negotiate this Article within ninety (90) days of the effective date of the action.

2.04 The department shall have the right to test employees while on duty for the presence of illegal drugs or alcohol under the following conditions:

1. As part of any annual or other periodic physical examination or,
2. When reasonable suspicion leads management to believe the employee is using controlled substances or,
3. Employees tested for the presence of illegal substances or alcohol, will be required to undergo testing which will include GCMS or its equivalent as determined by the City, at the City's expense. Any

voluntary re-testing undertaken by an employee shall be considered in conjunction with the testing as required by the City.

2.05 Citizen complaints against an employee shall be concluded by a finding.

2.06 No mechanical devices, identified as the Polygraph or Psychological Stress evaluator, shall be forced onto an employee nor shall disciplinary action be taken against the employee who refuses to submit to such testing, for such refusal.

ARTICLE 3

MANAGEMENT RIGHTS

3.01 Subject to the express and specific provision of this agreement, the Parties agree that the City has, and will continue to retain, the right to operate and manage its affairs in all respects; and the powers or authority which the City has not officially abridged, delegated or modified by the express provision of this agreement are retained by the City. The rights of the City through its management officials shall include, but shall not be limited to, the right to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the City; to set standards for service to be offered to the public; to direct the employees of the City, including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the City; to suspend, demote, discharge, or take other disciplinary action against employees for just cause to increase, reduce, change, subcontract, modify or alter the composition and size of the work force, in accordance with applicable laws or contractual agreements including the right to relieve employees from duties because of lack of work or funds, in accordance with applicable laws or contractual agreements; to determine the

location, methods, means and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased; to establish, modify, combine or abolish job pay positions in accordance with applicable laws or contractual agreements; to establish, change or eliminate existing methods of operation, equipment or facilities; to establish or modify rules, regulations, and procedures, policies not in direct conflict with the provisions of this agreement; and to establish, implement and maintain an effective internal security program. The City has the authority to determine the purpose and mission of the City, to prepare and submit budgets to be adopted by the City.

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

3.03 If, in the sole discretion of the Mayor, it is determined that civil emergency conditions exist, the provisions of this agreement may be suspended, other than the wage provision, during the time of the declared emergency, provided, however, that grievances arising during the suspension of this agreement will be pursued on termination of the declared emergency.

3.04 The assignment of a vehicle for utilization by essential personnel shall be a management right, and shall be at the discretion of the Chief of Police or his designee.

ARTICLE 4

MEETING AND ARBITRATION

- 4.01 The FOP agrees to notify the Chief of Police and Human Resources Director of the names of such authorized representatives as of the execution of this Agreement and replacement therefore during the term of this Agreement.
- 4.02 The FOP likewise agrees that during the term of this Agreement the FOP and its representatives as provided in 4.01 shall deal first with the Chief of Police and then with the City Manager or his representative in matters requiring mutual consent or other official action.
- 4.03 The City may, at its option, compensate the Representatives of the Employee Organization and employees in the Bargaining Unit for time spent in meetings or conferences held in connection with the negotiation of an agreement, for meetings to arbitrate any disputes, or for meetings with respect to a dispute which has been referred to an impartial neutral.
- 4.04 The City and the Employee Organization will mutually agree on the time of negotiations.
- 4.05 Bargaining Unit members who are called by either party to testify as witnesses in an arbitration or grievance case, if on duty, will be

compensated at their regular rate of pay. Bargaining Unit members who are off duty and are called to testify by the Employee Organization will not be paid by the City.

4.06 If employees who are Employee Organization representatives are called to testify as witnesses in arbitration or grievance cases, they will, if on duty, be compensated for the reasonable time spent in testifying.

ARTICLE 5

GRIEVANCE PROCEDURE

5.01 In a mutual effort to provide harmonious working relations between the parties, there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of the specific terms of this agreement. A grievance is defined as any dispute between the City and one or more of its employees (or the FOP on behalf of a named employee or itself if it is aggrieved on its own behalf) concerning the interpretation, application of, or compliance with this agreement, including discipline. An employee shall have the option of using the City's grievance procedure or this grievance procedure, but not both.

5.02 The grievances shall be processed on the forms set forth below in accordance with the following procedures:

Step 1: The aggrieved employee or designated FOP representative shall present in writing his grievance to his Bureau Commander or designee within seven (7) calendar days of the occurrence of the action giving rise to the grievance. The aggrieved employee or the supervisor may request that a local designated Employee Organization Representative be present as designated in 4.01. Discussions will be informal for the purpose of settling differences in the simplest and

most direct manner. The Bureau Commander or designee shall reach a decision and communicate, in writing, to the aggrieved employee within seven (7) calendar days from the date the grievance was presented to him.

Step 2: If the grievance is not settled at the first step, the aggrieved employee or designated FOP representative within seven (7) calendar days of the answer in the first step, shall present it to the Police Chief or the Chief's designee who shall investigate the grievance and shall within seven (7) calendar days of receipt of the written grievance, conduct a meeting between himself and the aggrieved employee. The aggrieved employee may be accompanied at this meeting by a local designated Employee Organization Representative as designated under 4.01. The Department Head or designee shall notify the aggrieved employee of his decision no later than ten (10) calendar days following the meeting date.

Step 3: If the aggrieved employee or designated FOP representative does not settle his grievance in the second step, the aggrieved employee, within ten (10) calendar days, shall present the written grievance to the City Manager or designee. The City Manager shall investigate the alleged grievance and shall within ten (10) calendar days following receipt of the grievance, conduct a meeting between

himself or his designee and the aggrieved employee or designated FOP representative. The aggrieved employee may be accompanied upon request at this meeting by the designated local Employee Organization Representative as designated under 4.01. The City Manager or designee shall notify the aggrieved employee or his designated FOP representative in writing of his decision not later than ten (10) calendar days following the meeting date.

5.03 Times indicated at all steps may be extended by mutual agreement of both parties in writing.

5.04 A grievance not advanced to the higher step within the time limit provided shall be deemed permanently withdrawn. Failure on the part of the City to answer within the time limit set forth in each step will entitle the employee to proceed to the next step.

5.05 In settlement of any grievance resulting in retroactive adjust, such adjustment shall be limited to the date of filing the grievance in Step 1.

5.06 Grievance forms hereto attached shall be utilized in the above procedure.

5.07 If a grievance has not been satisfactorily resolved within the grievance procedure, the aggrieved employee or designated FOP representative may request not later than ten (10) calendar days following the City Manager's response in Step 3 of the grievance procedure, a list of seven

(7) names from either the Federal Mediation and Conciliation Service or the American Arbitration Association. Within five (5) calendar days of receipt of the list, the parties shall alternately strike names, with the party striking first to be determined by the toss of a coin. Nothing herein shall prohibit the parties from selecting an arbitrator in any other mutually acceptable manner.

5.08 The City and Employee Organization or employee shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated prior to the arbitration hearing and the arbitrator shall confine his decision to the particular grievance as specified. In the event the parties fail to agree on the statement of the grievance to be submitted, the arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step 3 of the grievance procedure. The arbitrator shall have no authority to change, amend, add to subtract from or other wise alter or supplement this agreement or any part thereof or amendment thereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this agreement not to be subject to arbitration or which is not a grievance as defined in this agreement; nor shall this collective bargaining agreement be construed by the arbitrator to supersede applicable laws in existence at the time of

signing of this agreement, except to the extent as specifically provided herein.

5.09 The initiating aggrieved shall not be penalized in any way for exercising his rights under this contractual agreement.

5.10 Copies of the arbitrator's decision shall be furnished to both parties within thirty (30) calendar days of the closing of the arbitration hearing and such award shall be final and binding on both parties as long as the arbitrator has complied with the limitations on his/her authority as set forth in the agreement.

5.11 Each party shall bear the expense of its own witnesses and its own representatives unless herein excluded. The parties shall bear equally the expense of an impartial arbitrator. Any party requesting a copy of the transcript of such arbitration hearing shall bear the cost of the same.

ARTICLE 6

HOLIDAYS

6.01 The following days are hereby declared holidays:

1. The first day of January (New Year's Day).
2. The third Monday in February (President's Day).
3. The thirtieth day of May (Memorial Day or the days so designated).
4. The fourth day of July (Independence Day).
5. The first Monday in September (Labor Day).
6. The eleventh day of September (Patriot's Day).
7. The eleventh day in November (Veteran's day or the day so designated).
8. That day in November proclaimed Thanksgiving Day.
9. The Friday after Thanksgiving Day.
10. The twenty-fifth day of December (Christmas Day).

6.02 The Police Chief or designee may require a Bargaining Unit member to report for work on any ~~of the legal~~ holidays. Employees who work on a holiday shall be paid for hours worked, except for employees working on Thanksgiving, Christmas day and New Years day shall be paid at one-and-one-half (1.5) times the employees current rate of pay for actual hours worked on that holiday.

6.03

In addition to compensation authorized in Section 6.02, All officers shall be paid for 84 hours of holiday pay holidays in a lump sum payment paid annually ~~on~~ as soon after December 1st. as administratively possible. Officers must be on credited service status to be eligible for holiday pay. Any officer not on credited service status for the entire year shall receive 7 hours of holiday pay for each calendar month in which the officer was on credited service more than 15 days in the calendar month. ~~will be paid for the actual number of holidays in which the officer was on credited service.~~ Holiday pay shall be paid at the hourly rate in effect on the December 1st immediately prior to the payment.

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ARTICLE 7

LEAVE OF ABSENCE

- 7.01 The City will comply with the Family Medical Leave Act (FMLA) in providing for applicable leaves of absence in accordance with federal law and City policies.
- 7.02 Leave of absence with or without pay other than FMLA may be granted where such leave provides a mutual benefit to the employee and the City as determined at the discretion of the Chief. Such leave may not be authorized to seek or accept employment. Non-FMLA leaves may not be granted for more than ninety (90) days. Extensions to non-FMLA unpaid leave of absence must be requested in writing for the Chief's approval and cannot exceed an additional ninety (90) days.
- 7.03 Applicable paid leave must be utilized prior to authorization of unpaid leaves of absence.
- 7.04 An employee who is a member of the National Guard or military reserve force of the United States and who is ordered by the appropriate authorities to attend a prescribed training program or to perform other duties shall be granted a leave of absence with pay in accordance with Federal law and Florida Statutes 115.08 – 115.15.
- 7.05 Employees who are on a duly authorized compensated leave of absence shall continue all benefits as provided in this Agreement. Employees

on uncompensated leave for fifteen (15) calendar days or less shall continue to receive benefits as provided in this agreement. Health Insurance premiums, for the employee only, will continue to be paid by the City when an employee is on approved Family Medical Leave without pay. No other benefits will be provided under FMLA.

ARTICLE 8
PERSONAL LEAVE

8.01 PURPOSE: The Personal Leave Article replaces the previous sick leave and vacation leave programs. All leave time is accrued on a monthly basis when the employee is on paid status.

8.02 ACCRUAL: Employees are eligible to use accrued leave time after completing six months of service. During initial six month service a maximum of two (2) personal leave days may be used. Personal Leave will be accrued as follows:

	Days Accrued Annually	Hours Accrued Annually	Maximum Accrual Hours
1 - 4 YEARS	20	165.00	453.75 <u>504</u>
5 - 10 YEARS	25	206.25	453.75 <u>504</u>
10 - 14 YEARS	30	247.50	453.75 <u>504</u>
15+ YEARS	32	264.00	453.75 <u>504</u>

8.03 Personal Leave shall not be granted or used in advance of being accrued. Personal Leave is accrued on the 1st pay day of each month for the previous month.

8.04 The personal leave year shall be October 1 through September 30. Any amount of personal leave in excess of ~~453.75~~504 hours as of September 30 of each year will automatically be forfeited.

8.05 SCHEDULING: Employees shall schedule personal leave with their immediate supervisor in accordance with departmental policies. Whenever possible, personal leave will be requested and approved at least five (5) days in advance. Staffing requirements and the ability to serve the Public shall be considered in approving the leave request. If personal leave is denied, the employee will be given the opportunity to take personal leave at the next permitted time. Personal leave will not be unduly withheld. Previously approved personal leave will not be canceled other than for emergencies and due to conditions beyond the control of the Department Director.

Personal leave used for sick leave or emergency situations requires daily call-in in accordance with department requirements or with as much notice as possible. Each department director will monitor unscheduled absences, and abuse of this benefit may be cause for disciplinary action.

1. Payment upon Separation or Retirement: Employees who terminate or retire with the City and have completed their 6 month service period shall be paid for accrued and unused personal leave at their regular rate of pay.

8.06 TERMINATION DATE: The official termination date shall be the last day of active employment and shall not be extended due to payment of unused personal leave. Prior to filling a vacant position, the department must document availability of budget funds.

8.07 EXISTING SICK LEAVE BALANCE: Sick leave balances for employees with an existing balance will be carried forward and no further accruals shall be made. Current sick leave balances will not be counted towards the 453.75 hour maximum accrual of personal leave.

8.08 USE OF SICK LEAVE BALANCE: Employees with a sick leave balance may utilize said sick leave for illness or injuries for themselves and immediate family members. Payment of sick leave will begin on the second consecutive day of the illness/injury, with the first day charged to personal leave. If employee is out for more than three (3) days, medical evidence of disability or illness may be required. The employee has the option to use accrued personal leave in lieu of sick leave.

8.09 SICK LEAVE PAYOUT: The City agrees to provide a sick leave payout for Bargaining unit employees who have a sick leave balance, ten (10) or more years of continuous service, and voluntarily separate or retire from the City. Employees terminated by the public employer shall not be eligible for the sick leave payout. Said sick leave payout shall be computed as follows:

$$1.25\% \text{ per year of service} \times \text{sick leave hour balance} \times \text{hourly rate of pay at time of separation} = \text{payout.}$$

A cap of 25% per employee is hereby established. Sick leave payout may be applied towards payment of future health insurance premiums. The

City shall pay premiums and any premium increases until payout funds are exhausted.

- 8.10 COMPASSIONATE LEAVE: Compassionate leave was established for employee's use in the event of a catastrophic illness. The employee shall request compassionate leave when all paid leave has been exhausted. Approved compassionate leave will be paid at 66-2/3% of the employee's regular hourly rate.

When compassionate leave is requested, a committee consisting of the City Manager, Human Resources Director, and the Police Chief will review the request. Factors considered in granting leave include; patterns of leave abuse, length of employment, hours requested, and the employee's current personal leave and sick leave hours not used at time of request. Employees requesting time will be required to utilize all accrued paid leave prior to receiving compassionate leave.

- 8.11 Medical Examinations: The City may require an employee to undergo a medical and/or psychological examination during the course of employment if there is reason to believe the employee may be mentally or physically incapable of performing regularly assigned duties. The City will bear the cost of these examinations.

ARTICLE 9

BEREAVEMENT LEAVE

- 9.01 When a death occurs in the immediate family of an employee, the employee shall be allowed seven (7) calendar days without loss of pay or benefits upon the approval of the Police Chief or designee. Immediate family shall be defined as: Parents, Step Parent, Father/Mother-in-law, Spouse, Children, Step Children, Sibling, Step-Sibling, Brother/Sister-in-law, Grandparents, or Grandchildren. The department may require presentation of proof of death as a condition to the grant of bereavement leave.
- 9.02 Should a police officer covered under this contract be killed in the line of duty, the City will provide the spouse or legal heir compensation in the amount of \$10,000 for funeral expenses.
- 9.03 Leave may be taken prior to and including the day of the funeral or immediately following, but all days taken for bereavement leave must be taken consecutively and within 30 calendar days surrounding the date of death.

ARTICLE 10

PERSONNEL RECORDS

- 10.01 Information within an employee's personnel file shall not be released to the general public or news media unless there exists a public disclosure requirement under applicable laws or ordinances.
- 10.02 An employee of the City may examine his or her personnel records during normal working hours of the Human Resources Department. The Human Resources Department will accommodate the request within a reasonable time not to exceed 48 hours. One (1) copy will be provided to the employee at no cost. The employee will be notified with a written copy when any information of a detrimental nature is placed in the official file of the employee.
- 10.03 The City shall maintain one official file for each bargaining unit employee. Such files shall be centrally maintained in the Human Resources office of City Hall.
- 10.04 Employees shall be permitted to submit a written rebuttal to be included in his personnel file to any formal action within five (5) business days after receipt of such action. Such written rebuttal shall be in addition to any appeal rights provided under the grievance procedure.

10.05 Employees shall be notified at the earliest practical time following any request by a non-City employed member of the public to review the personnel file of the employee.

ARTICLE 11

WAGES

11.01 ~~The Step Plan is eliminated and the wage of all bargaining unit members will be reduced by six percent (6%) on the effective date of this agreement. All bargaining unit members will be placed in the police officer pay range. The Mminimum hourly wage pay shall be \$49,680—23.1609 and maximum hourly wage pay shall be \$71,35933.2676.~~

~~The change in wages is reflected below.~~ The wage of each bargaining unit member shall be frozen at ~~this amount—the hourly wage in effect on 09/30/2010.~~ for the duration of this agreement. All future increases in pay of any nature will be subject to negotiations between the parties.

From \$52,851 reduced to	—————	\$49,680
From \$54,429 reduced to	—————	\$51,163
From \$56,059 reduced to	—————	\$52,695
From \$57,746 reduced to	—————	\$54,281
From \$59,993 reduced to	—————	\$56,393
From \$62,342 reduced to	—————	\$58,601
From \$64,794 reduced to	—————	\$60,906
From \$67,357 reduced to	—————	\$63,316
From \$70,185 reduced to	—————	\$65,974
From \$73,146 reduced to	—————	\$68,757
From \$75,914 reduced to	—————	\$71,359

- 11.02 Probationary Employees: The probationary period for all employees covered under this Agreement shall be twelve (12) months from date of State Certification defined as the date of passing the State Exam or date of employment, whichever is greater, unless otherwise approved by the City Manager.
- 11.03 The City agrees to pay a 7% differential while actively assigned to a field training recruit and a \$1000 annual lump sum payment to an officer serving on the departmentally approved Field Training Officer (FTO) list. Officers that achieve Master Officer designation shall not be entitled to the \$1000 annual lump sum payment for FTO. Payment will be made by September 30th of each year.
- 11.04 Canine Assignment: Officers assigned to the canine unit and who care and maintain the dog at their homes will be required to spend 1 ½ hours per week for such home care duties, based approximately on 10 minutes per work day and 20 minutes per off day. The home care work will be paid at the regular police officer rate at time and one-half even though it is recognized that dog care is not law enforcement work.
- 11.05 For the Contract period of 10/01/~~09-10~~ through 09/30/~~10-11~~ Longevity Pay will be paid on an employee's anniversary date of hire with the Police Department. Longevity pay bonus shall be pensionable and will be paid in accordance with the following table:

Longevity

Years	Amount
-------	--------

11-14	\$1,500
-------	---------

15-19	\$2,500
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20+	\$3,000
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11.06 Pay Periods: Pay checks will be issued every two weeks.

ARTICLE 12

OVERTIME AND HOURS OF WORK

- 12.01 Hours of Work: ~~Forty one and one quarter (41.25)~~Eighty-two and one half (82.5) hours shall constitute a normal work ~~week-period~~ for employees covered by this agreement. ~~Effective at the beginning of the first pay period after ratification of this agreement by all parties with the pay period following ratification of this Agreement by both parties, but no earlier than January 3, 2011, ~~eighty-four (84) hours in a fourteen (14) day cycle shall constitute the normal work period for bargaining unit members.~~~~
- 12.02 Any time worked over the normal work ~~week-period~~ shall be considered as overtime, unless herein excluded. Employees called back to work after regular working hours, other than for court appearances, shall receive compensation as provided in ~~132.04~~ for a minimum of two (2) hours for officers and three (3) hours for detectives.
- 12.03 Actual hours worked, and administrative leave will be considered as time worked in calculating overtime hours.
- 12.04 The City may at its option, compensate overtime for work in excess of ~~41.25 hours per week the normal work period~~ at a rate of one and one-half times the employee's regular straight time rate, or compensatory time up to the maximum of ~~41.25~~84 accrued hours of compensatory

time. Usage of compensatory time will follow the guidelines in Personal Leave Article.

12.05 Assignment of overtime: The City reserves the right to schedule compulsory overtime necessary to complete the police mission. Overtime shall be assigned at the discretion of the department head. However, the assignment of overtime will not be made in an arbitrary manner and due consideration will be given to:

1. Assigning the overtime in as equitable a manner as is practicable.
2. Avoiding, when possible, conflict with off-duty plans and commitments already scheduled by officers.
3. Personal emergencies.

12.06 Authorization: No employee may authorize overtime for himself.

12.07 The City and the Union agree to form a committee comprised of the Chief or designee, members of his management staff, and union designees. This committee will meet to study schedules and make recommendations to the Chief subject to existing budgetary limitations. Implementation of a schedule modification is at the discretion of the Chief. This process does not preclude the existing management right to make schedule changes.

12.08 The City and the Union agree to re-open this Article to bargain compensation relating to any schedule changes that are implemented.

ARTICLE 13

STRIKE PROHIBITION

13.01 The Union and all covered employees agree that (they) will not under any circumstances or for any reason, including actual breach of this contract by or sympathy for or support of the employees or Union, call, encourage, authorize, ratify or engage in any strike, slow down, boycott, illegal picketing or other interruption of work.

13.02 Union Response: The Union agrees that in any event of any strike, work stoppage, illegal picketing, or interference with the operation of the City, a responsible official of the union shall immediately and publicly disavow such strike or work stoppage and order the employees engaged in such activities to return to work.

ARTICLE 14

BULLETIN BOARDS

- 14.01 The Union may, at its own expense, provide a bulletin board of standard size for its own exclusive use in keeping with the décor of the working location. The Employee Organization and Police Chief will mutually agree upon the location.
- 14.02 The union agrees that it shall only use space on bulletin boards for F.O.P. purposes.
- 14.03 All costs incidental to preparation and posting of employee organization material shall be at the expense of the organization. The employee organization is responsible for posting and removing material from bulletin boards and for maintaining such bulletin boards in an orderly fashion.
- 14.04 Use of bulletin boards shall be for the following purpose: Notice of Union meetings, union elections, reports of union committees, recreation and social events, minutes of union meetings, and other documents when approved in advance by the Chief.

ARTICLE 15

LAY OFF AND RE-HIRING

- 15.01 In the event a reduction in force due to lack of work or funds becomes necessary, the City has the right to lay off employees. In laying off members of the unit, the City will start with the rank of police officer, laying off police officers on probation first. It shall then lay off regular police officers in the inverse order of their seniority.
- 15.02 Employees shall be re-hired on the basis of seniority and the last twenty-four (24) months of documented performance. Employees who failed to respond to the rehiring request by the City within a reasonable time, as determined by the Chief, shall be passed over.

ARTICLE 16

INSURANCE

16.01 Health Insurance:

The City agrees to pay 95% of the employee cost and 85% of the dependent cost of the City's self-insured health benefit plan for the bargaining unit employee throughout the term of this agreement. It is the City's intent to explore alternatives to its existing self-insured health benefit plan. Should it be determined that an alternative plan would be beneficial to its employees, then the City may, at its option, contract for a different plan. Effective 10/01/2007, the City and the employee will share equally any increase in premiums.

16.02 Dental Insurance: Effective 10/01/2006, the City agrees to pay 100% of the cost for single dental insurance coverage. ~~Current premiums in effect for dependent coverage, as of 09/30/2006, will remain the same for 10/01/2006 through 09/30/2007.~~ Effective 10/01/2007 the City and employee will share equally any increase in premiums.

16.03 Life Insurance: The City agrees to pay the full amount of the monthly cost for Bargaining Unit members who participate in the City's group life insurance policy. Coverage shall be in the amount equal to one year's salary rounded to the next highest 1,000.

16.04 The Health Care Committee will periodically review the financial position of the City of Naples Health Care Plan and make recommendation as to the health plan coverages, deductibles and co-payment amounts, and City and employee contributions to the Health Plan. The HR Director or designee shall serve as chairperson of the committee. Committee membership shall consist of HR Generalist (Benefits), Risk Manager, and one representative from each bargaining unit.

ARTICLE 17

EDUCATION

- 17.01 College Courses: The City agrees to reimburse Bargaining Unit employees for up to an annual maximum amount of \$2,500 including tuition & textbooks per calendar year. Reimbursement will be made in an amount equivalent to a portion of the tuition cost according to the following schedule: Course Grade “C” – 50%; Course Grade “B” or “A” – 100%. Reimbursement will be made upon presentation of evidence showing proof that above requirement has been met. Courses must be taken in pursuit of an associate or bachelor’s degree in law enforcement, criminal justice, business, professional studies, or behavioral sciences, or a Masters degree in criminal justice, business, or public administration. All degrees must be at a state-accredited institution of higher learning, as recommended by the City Manager or his designee.
- 17.02 If an employee has been reimbursed for education in the last 12 months prior to a voluntary separation from City employment, the employee shall reimburse back to the City 100% of the last 12 months’ education reimbursement.
- 17.03 The City will not reimburse Bargaining Unit employees for registration or finance charges associated with course work. The City

will reimburse should an employee successfully complete a challenge examination for the approved course.

ARTICLE 18

PROBATIONARY PERIOD

- 18.01 The probationary period for all employees covered under this Agreement shall be twelve (12) months from date of State Certification, defined as the date of passing the state exam, or date of employment, whichever is greater, unless otherwise approved by the City Manager.
- 18.02 The City, for good reason, may extend a probationary period of an employee for a period not to exceed six (6) months. Notice of such extension shall be furnished in writing to the employee no later than five (5) days prior to the completion of the probationary period.
- 18.03 Any approved leave of absence in excess of ten (10) days shall cause the employee's probationary period to be extended by the amount equal to the leave taken.
- 18.04 All newly hired employees on probationary status shall not have recourse with a grievance in any matter of discipline, termination, and layoff due to reduction in force. The City may at its sole discretion terminate or discipline any employee during the probationary period.
- 18.05 Within one month prior to completion of the probationary period, the employee's immediate Supervisor will review the probationary officer's progress and make recommendations, via the chain of command, to the

Police Chief for dismissal or continuance of employment. The final decision will be the authority of the Police Chief or his designee.

ARTICLE 19

SENIORITY

- 19.01 City-wide seniority is defined as the length of employment with the City. Such seniority shall be acquired by full time employees after completion of a probationary period at which time seniority shall be retroactive to the first day of employment. The City-wide seniority shall apply to accrual of all benefits which are based on seniority. Any cumulative unpaid leaves of absence greater than ninety (90) days, within a one (1) year period, results in an adjustment to an employee's anniversary date for the period of time in excess of ninety (90) days with a subsequent adjustment to the performance appraisal period.
- 19.02 Departmental Seniority: Departmental seniority is defined as the length of employment within the employee's current department. Department seniority shall accrue as of the first day of employment or transfer into a new department.
- 19.03 Classification Seniority: Classification seniority is defined as the length of employment within a particular classification.
- 19.04 Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave.
- 19.05 Seniority shall be broken when an employee:

- a. Terminates voluntarily; however, an employee who is subsequently re-hired within sixty (60) days of their voluntary separation shall be re-instated based on their experience.
- b. Is discharged.
- c. Exceeds an authorized leave of absence without a valid reason.
- d. This article does not provide any requirement to select/re-hire.

19.06 Assignment of work schedules will be based upon:

- a. Classification Seniority
- b. Needs of the department

The final determination of schedules shall be at the discretion of the Police Chief.

ARTICLE 20

PROMOTION

- 20.01 Criteria for promotions will be established, altered, and administered by the City. Such criteria shall be set forth in writing and be distributed to the Bargaining Unit eligible for promotion. Promotions shall be made strictly in accordance with criteria as established and posted in advance.
- 20.02 Candidates for promotion will be interviewed and reviewed by a police review board. The selection of review board members will be made by the Police Chief and assembled upon his direction.
- 20.03 The review board shall make recommendations to the Police Chief. The Police Chief or his designee, or higher authority, shall make the final decision on promotions.
- 20.04 Employees may review their personal test results upon request, within forty-five (45) days of the interview, but may not remove results from the Human Resources office.
- 20.05 The City agrees to explore alternatives to the existing promotional procedures.
- 20.06 The City and bargaining unit agree that vacancies may create an undue hardship on the City, department, and the employees. Therefore, the City agrees to determine and communicate via

memorandum to the bargaining unit within ninety (90) days of a vacancy if a position may be placed on hold pending re-organization or other internal consideration. In lieu of the above, positions will be posted within ninety (90) days of the date of the vacancy.

ARTICLE 21

UNIFORMS AND EQUIPMENT

21.01 Uniforms and equipment, excluding weapons and shoes, will be provided by the City at a level necessary to carry out their duties and responsibilities.

21.02 Bargaining Unit members shall be required to maintain clothing and equipment assigned by the City in an acceptable condition as prescribed by the Police Chief, to return all assigned equipment to the City in the event of termination or transfer and to otherwise be accountable for said clothing and equipment. Employees may review the list maintained by the City as to the items that have been checked out to that employee. Upon execution of this contract and upon request, employee may obtain a copy of list of item(s) checked out.

21.03 All departmental rules and regulations and subsequent amendments will be made available to Bargaining Unit members.

21.04 For the Contract Period 10/01/2010 through 09/30/2011, Aall non-probationary uniformed police officers with one (1) year of service as of April 1st–December 31st of each year of the Collective Bargaining Agreement, will receive uniform maintenance allowance in the amount of three hundred dollars (\$300), and Criminal Investigation clothing

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allowance shall be seven hundred fifty dollars (\$750). Payment will be made as soon as administratively possible after January 1st.

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21.05

All newly hired police officers will receive \$500 toward the purchase of a vest. Bargaining unit members will receive \$500 toward the purchase of a vest every five (5) years.

ARTICLE 22

WORKING OUT-OF-CLASSIFICATION

22.01 An employee shall receive a pay increase when he or she works more than 50% of the time for more than one (1) working day in a job assignment which has a higher pay range than the pay range to which they are assigned. The increase will be to the entry rate of the job classification in which the employee is working or 5%, whichever is greater. The increase will be retroactive to the first day out-of-class work began. The department head or a designee shall specifically assign out-of-class work in each individual case. Employees may not authorize out-of-class work for themselves. Working out-of-classification will not provide any automatic job rights to the position should it become vacant.

ARTICLE 23

DUES CHECKOFF

- 23.01 Dues Each Pay Period: The City agrees to deduct the Union dues from the pay of those employees once each pay period who individually request, in writing on a prescribed form, that such deductions be made.
- 23.02 Amount of Dues and Remittance: The dollar amount to be deducted shall be certified to the employer by the treasurer of the Union and the aggregate deductions of all the employees shall be remitted together with an itemized statement to the union treasurer by the 10th of the month after the month in which the deductions are made. The itemized statement shall contain the employee's name, employee's number, and the dollar amount of the deduction for each employee listed. The City's remittance will be deemed to be correct if the Union does not give written notice to the City within two (2) calendar weeks after a remittance is received, or its belief, with reason(s) stated therefore, that the remittance is incorrect.
- 23.03 Dues Check-Off Fee: It is agreed that the Union will pay the City in advance \$100.00 per year for dues check-off.
- 23.04 No deduction shall be made from the pay of an employee for any payroll period in which the employee's net* earnings for that payroll are less than the amount of dues to be checked off.

23.05 The Employee Organization will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of check-off of Union dues.

23.06 Any employee may withdraw his/her dues check-off authorization upon written request and thirty (30) days' notice to the City and employee Organization.

*(Net earnings shall mean net after required deduction of Federal Taxes, Social Security, Pensions, Credit Union and Health and Life Insurance.)

ARTICLE 24

TIME POOL

24.01 Each employee may contribute up to 24.75 hours of vacation to the Employee Organization Time Pool per year. The Employee Organization may use this time at its discretion for official union business, upon prior approval of the Police Chief or his designee. The Organization President will notify the Police Chief or his designee at least twenty-four hours in advance in writing of the date time will be taken. In emergencies, notification time may be waived with the approval of Police Chief. However, in all cases the Police Chief or his designee may withhold approval if adequate personnel are not available to maintain services.

ARTICLE 25

WORKERS' COMPENSATION

- 25.01 The City agrees to pay, unless herein excluded, Bargaining Unit members who become disabled due to a job-related injury the full amount of their regular pay for the first seven (7) calendar days of the disability. Thereafter, Bargaining Unit members shall receive benefits in accordance with Chapter 440 of the Florida Statutes.
- 25.02 If the disability extends beyond fourteen (14) calendar days, a Bargaining Unit member shall reimburse the City for the worker compensation benefit for which he/she becomes eligible for the first seven (7) days of disability.
- 25.03 Bargaining Unit members may also elect to take sick leave or vacation leave pay, equal to the amount necessary to make up the difference between the regular net pay and the Workers' Compensation benefits if one exists. Bargaining Unit members must notify the City in order for the sick or vacation leave deduction to be made.
- 25.04 Preference in the assignment of any light duty function shall be provided to employees suffering from City work-related injury or illness. The City shall be under no obligation to provide light-duty assignments to individuals recovering from non-work related injuries or illness.

25.05 The City and the Bargaining Unit agree to develop a policy to determine when additional compensation, not-to-exceed 100% of pay, should be provided to an officer injured in the line of duty. Policy shall also outline decision making process. In each applicable case, it is agreed the City and the Union will meet within ninety (90) days of approval of this agreement, and a mutually agreeable policy will be established within 90 days of this meeting.

ARTICLE 26

DECLARATION OF PRINCIPLES

26.01 In accordance with applicable federal and state law, both the City and Employee Organization agree that they will not discriminate on the basis of race, age, national origin, religion, color, creed, sex, or disability, or Union membership or non-membership. The City and Employee Organization affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training; remembering that the public interest remains the full utilization of employees' skill and ability without regard to consideration of race color, creed, national origin, sex, religion, age, or disability.

ARTICLE 27

NOTIFICATION, CHANGES OR AMENDMENTS

- 27.01 This Agreement contains the complete Agreement between the parties and no additions, waivers, deletions, changes or amendments shall be made during the life of the Agreement except by the mutual consent in writing of the parties hereto.
- 27.02 The designated F.O.P. representative shall be notified of all rule and policy changes seven (7) calendar days in advance of implementation, except in the case of emergencies. Any such changes which are asserted to be a violation of this agreement shall be subject to the grievance procedure.

ARTICLE 28

SEVERABILITY

- 28.01 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.
- 28.02 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 29

LABOR MANAGEMENT MEETINGS

29.01 It is hereby agreed to that the City of Naples and the Fraternal Order of Police, Collier County Lodge No. 38 will hold labor-management meetings unless waived by Fraternal Order of Police to discuss the administration of the contract and for the purpose of exchanging information and ideas. Said meetings shall not have any effect on the contract.

ARTICLE 30

RETIREMENT BENEFITS

30.01 The City shall continue to provide the employees covered by this Agreement with the pension benefits currently contained within the Code of Ordinances, City of Naples, Chapter ~~50~~ 29, Article ~~VI~~ V. Any proposed changes by the City or employees must be mutually agreed upon prior to opening contract to negotiations. No changes to pension benefits of bargaining unit members shall be brought to City Council unless ratified by employees of the bargaining unit

30.02 In no event shall the retirement plan benefits be altered in any respect or manner without negotiations in accordance with Chapter 447 Florida Statutes.

30.03 Effective 10/1/2006, each member shall contribute five percent (5%) of salary to the Pension Plan.

~~30.04 The City and the Union agree to re-open this Article for negotiation within 60 days of ratification.~~

ARTICLE 31

COURT TIME AND SUBPOENA

31.01 An employee who is subpoenaed and attends court proceedings for a trial or hearing in a Grand Jury, Felony, Misdemeanor, Traffic or Civil action, as a result of his/her official duties as a Police Officer after having completed, or prior to his/her work shift, shall be paid at the rate of time and one-half his/her straight time hourly wage for a minimum of three (3) hours, or for the period of time actually spent at such proceedings, whichever is greater, except as further provided within this article.

An employee attending such proceedings, which are continuous with his/her schedule work shift shall be paid at his/her overtime rate, consistent with Article 13, "OVERTIME AND HOURS OF WORK", and the minimum three (3) hours court time pay shall not apply.

For purposes of definition, continuous work shall mean that:

- (a) a period of time in excess of fifteen (15) minutes has not elapsed between the beginning of an employee's work shift and the time the employee is excused from attending a court proceeding, or
- (b) a period of time in excess of fifteen (15) minutes has not elapsed between the end of an employee's work shift and the time the employee is scheduled to attend a court proceeding.

Employees shall not retain witness fees in accordance with Florida State Statutes in addition to their compensation for court attendance.

Any employee subpoenaed to attend a Department of Highway Safety and Motor Vehicle, Division of Driver License, Bureau of Driver Improvement Hearing or any depositions as a result of his official duties as a Police Officer after having completed, or prior to, his work shift, and not continuous to his work shift as defined above, shall be paid at a rate of time and one-half his/her straight hourly wage for a minimum of three (3) hours or for the period of time actually spent at such proceeding, or deposition, whichever is greater. Payments shall not be made for reading depositions.

State Attorney Pre-Trial Meetings shall be scheduled through the Operations Bureau Administrative Assistant unless an emergency exists, in such case the on-duty Watch Commander is authorized to approve such a meeting. Employees shall be paid at a rate of time and one-half his/her straight time hourly wage for a minimum of three (3) hours or for the period of time actually spent at such proceeding, whichever is greater. Pre-Trial telephone conferences shall be paid at a rate of time and one-half his/her straight time hourly wages for actual telephone time in one (1) hour increments.

Stand-by – If an officer is required to call Witness Management for a court related proceeding only one minimum payment of time and one-half his/her straight hourly wage for one (1) hour per day will be made regardless of the number of phone calls made within that day.

Overtime or compensation time payments for Witness Management phone calls and the listed appearances in this article must be verified and comply with the department's policy for payment.

For the purpose of this article, if an officer is subpoenaed and required to attend two (2) or more of the above mentioned proceedings within any one day, only one (1) minimum payment shall be made prior to twelve noon and one (1) minimum payment after twelve noon. Only one three (3) hour minimum shall be provided during any four (4) hour period. In addition, if the officer is required to call Witness Management he/she will also receive the above stand-by payment, of which only one per day will be made.

In no case will an employee be paid if he or she is the defendant in a criminal proceeding.

ARTICLE 32

MASTER OFFICER PROGRAM

32.01 The City and the Union agree to implement the master officer program ~~attached hereto~~. The program will establish criteria, which when attained by an officer, will result in the officer being rewarded financially and ceremoniously for having achieved prescribed goals, subject to approval by the Chief and existing budgetary limitations.

32.02 For the contract period of 10/01/2010 through 09/30/2011 bargaining unit members ~~Officers~~ who achieve and maintain the level of Master Officer will receive a lump sum payment of \$1500 annually ~~on as soon as administratively possible after~~ administratively possible after October 1st. Officers must be designated by the Chief as a Master Officer ~~by on 09/30 October 1 of each year~~ to be eligible for annual payment ~~on 10/01~~. Officers not designated as a Master Officer on October 1 are not eligible for the annual payment.

ARTICLE 33

ENTIRE AGREEMENT

- 33.01 The parties hereto may commence negotiations, under applicable law, on any succeeding agreement to take effect upon termination of this Agreement.
- 33.02 Prior Actions: All prior charges, complaints, grievances, discharges, reprimands and other disciplinary actions before the signing of the Agreement shall not be subject to the provisions of this Agreement.
- 33.03 This Agreement shall be effective as of the date of the Agreement and shall remain in force up to and including September 30, 20101.

Fraternal Order of Police
Florida State Lodge

A. William Moss
City Manager
City of Naples

Witness

Witness

ATTEST:

Tara Norman, City Clerk (SEAL)