

CONTRACT
BETWEEN
CITY OF NAPLES
AND
FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE
SUPERVISOR'S BARGAINING UNIT

OCTOBER 1, 2011
THROUGH
SEPTEMBER 30, 2014

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AGREEMENT

THIS AGREEMENT, entered into this 1st day of October, 2011 by and between the City of Naples, Florida, and the Fraternal Order of Police, Florida State Lodge, Supervisor's Bargaining Unit, hereinafter referred to as the "City" and the "Employee Organization."

WITNESSETH

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 December 3, 1998, 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 Sergeant as listed in the City of Naples Classification Compensation Plan. The Bargaining Unit does not include Police Officers, Police Lieutenants, Police Captain, Assistant Chief of Police, 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. 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.

5.07 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.

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

5.09 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.

5.10 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 January (Martin Luther King, Jr. Day)
3. The third Monday in February (President's Day).
4. The thirtieth day of May (Memorial Day or the days so designated).
5. The fourth day of July (Independence Day).
6. The first Monday in September (Labor Day).
7. The eleventh day of September (Patriot's Day).
8. The eleventh day of November (Veterans Day).
9. That day in November proclaimed Thanksgiving Day.
10. The Friday after Thanksgiving.
11. The twenty-fifth day of December (Christmas Day).

6.02 The Police Chief or designee may require Bargaining Unit members to report for work on any of the holidays listed in Article 6.01. Employees who work on a holiday shall be paid for actual hours worked, except for employees working on Thanksgiving, Christmas Day, and New Year's Day shall be

paid at one and one-half (1.5) times the employee's current rate of pay for actual hours worked on that holiday.

6.03 In addition to compensation authorized in Section 6.02 all bargaining unit members shall be paid ninety-six (96) hours of holiday pay in a lump sum payment paid annually as soon after December 1st. as administratively possible. Bargaining unit members must be on credited service status to be eligible for holiday pay. Any bargaining unit member not on credited service status for the entire year shall receive 8 hours of holiday pay for each calendar month in which the member was on credited service more than 15 days in the calendar month. Holiday pay shall be paid at the hourly rate in effect on the December 1st immediately prior to the payment.

ARTICLE 7

PERSONAL LEAVE

7.01 Personal Leave will be accrued as follows:

	Hours Accrued <u>Annually</u>
1-4 years	165
5-9 years	206.25
10-14 years	247.50
15-19 years	264
20+ years	272

The maximum accrual will be 520 hours.

Personal Leave shall not be granted or used in advance of being accrued. Personal Leave is accrued on the last day of each month for that month.

The personal leave year shall be January 1 through December 31. Any amount of personal leave in excess of 520 hours as of December 31 of each year will automatically be forfeited.

7.02 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.

7.03 PAYMENT FOR UNUSED LEAVE: Employees who terminate or retire with the City and have completed their probationary period shall be paid for accrued and unused personal leave at their regular rate of pay up to a maximum of accrual rate hours for the appropriate year established under Article 7.01.

7.04 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.

7.05 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 maximum accrual of personal leave.

7.06 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.

7.07 SICK LEAVE PAYOUT: The City agrees to provide a sick leave pay out for 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 pay out. Said sick leave pay out shall be computed as follows:

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

A cap of 25% per employee is hereby established. Sick leave pay out may be applied towards payment of future health insurance premiums. The City shall pay premiums and any premium increases until pay out funds are exhausted.

7.08 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 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.

ARTICLE 8

LEAVE OF ABSENCE

- 8.01 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.
- 8.02 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.
- 8.03 Applicable paid leave must be utilized prior to authorization of unpaid leaves of absence.
- 8.04 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 Statute 115.08 – 115-15

8.05 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 9

COURT TIME, SUBPOENA AND STAND-BY

9.01 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, which ever 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 10

BEREAVEMENT LEAVE

- 10.01 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: Father/Mother, Step Father/Mother, Spouse, Children, Step Children, Brother/Sister, Step-Brother/Sister, Father/Mother-in-law, 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.
- 10.02 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.
- 10.03 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 11

PERSONNEL RECORDS

- 11.01 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.
- 11.02 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.
- 11.03 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.
- 11.04 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.

11.05 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 12

WAGES

12.01 The minimum hourly wage shall be \$28.2419 and maximum hourly wage shall be \$39.4732. Effective October 1, 2012, bargaining unit members earning under \$80,000 annually will receive a 2% increase to the hourly wage rate. Bargaining unit members earning \$80,000 or more annually will receive a lump sum payment equal to 2% of base salary. The lump sum payment is payable as soon after October 1, 2012 as administratively practical.

All future increases in pay of any nature will be subject to negotiations between the parties.

12.02 For the Contract period 10/01/2011 through 9/30/2014, Bargaining Unit members shall receive a longevity pay bonus on their anniversary date of employment. The longevity bonus will be based on years of service as determined by Bargaining Unit Members date of hire, per the following schedule. The longevity pay bonus shall be pensionable.

Years of Service/Longevity Bonus

11	=	\$1,500
12	=	\$2,000
13	=	\$2,500

14 = \$3,000
15 = \$3,500
16+ = \$4,000

12.03 Pay checks will be issued every two (2) weeks.

12.04 This Article may be reopened by the Union or the City between
June 1, 2013 and September 30, 2013.

ARTICLE 13

HOURS OF WORK, OVERTIME AND COMPENSATORY TIME

- 13.01 Hours of Work: Eighty-four (84) hours in a fourteen (14) day cycle shall constitute a normal work period for employees covered by this agreement.
- 13.02 Any time worked over the normal work period shall be considered as overtime, unless herein excluded.
- 13.03 CALL BACK: Employees called to work before or after regular working hours, other than for court appearances, shall receive compensation at one and one half (1.5) times the employees current rate of pay for the actual time worked, or for a minimum of (3) hours; whichever is greater.
- 13.04 SCHEDULING: The City reserves the right to schedule compulsory overtime for employees in order to meet operational needs and provide continued quality customer service. However, the assignment of overtime shall be made after consideration to the assignment of overtime in an equitable manner as practical, avoiding conflict with employee's off duty plans, and personal emergencies.
- 13.05 COMPENSATION: Employees who are eligible and authorized to work overtime in excess of their regularly scheduled work

cycle during a work week shall receive compensation at time and one-half (1.5) of their regular rate of pay. In calculating overtime hours, all personal leave, sick leave, and authorized leaves with pay shall not be considered as time worked. Holiday leave and Administrative Leave time off will be considered as time worked.

13.06 COMPENSATORY TIME: Bargaining Unit Members may be granted compensatory time equal to time and one half (1.5) in lieu of overtime payment with a maximum of 84 hours. The maximum accrual may be increased by the Chief at his discretion. Usage of compensatory time will follow the guidelines in Article 7.02. The department director has the discretion to determine which method will be used in accordance with budget limitations and operational needs.

ARTICLE 14

STRIKE PROHIBITION

- 14.01 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.
- 14.02 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 15

BULLETIN BOARDS

- 15.01 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.
- 15.02 The union agrees that it shall only use space on bulletin boards for F.O.P. purposes.
- 15.03 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.
- 15.04 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 16

LAY OFF AND RE-HIRING

- 16.01 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.
- 16.02 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 17

INSURANCE

17.01 Health Insurance:

The City agrees to pay 85% of the total cost of the City's self-insured health benefit plan for the bargaining unit employee and their lawful dependents throughout the term of this agreement. It is the City's intent to explore alternatives to its existing self-insured health benefit plan. Should the City determine that an alternative plan is beneficial, then the City may, at its option, contract for a different plan and the City agrees to pay 85% of the cost of said plan for bargaining unit members and their lawful dependents.

17.02 Dental Insurance: The City agrees to pay 100% of the cost for single dental insurance coverage.

17.03 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.

- 17.04 Vision Insurance: The City will provide vision insurance for employees with the cost for single or dependent coverage paid for by the employee.
- 17.05 The Health Care Committee will periodically review the financial position of the City of Naples Health Care Plan and make recommendation as to health plan coverages, deductibles and co-payment amounts, and City employee contributions to the Health Plan. The HR Director or designee shall serve as chairperson of the committee. Committee membership shall consist of the HR Generalist (Benefits), Risk Manager, and one representative from each bargaining unit. The City reserves the ultimate right to decide on self-insurance, insurance carriers, plan specifications, and the nature and scope of insurance coverage.

ARTICLE 18

EDUCATION

18.01 POLICY: The City of Naples will provide eligible employees with educational benefits to assist in obtaining a job-related degree and/or technical training. These benefits shall serve to increase the City's ability to attract and retain qualified personnel.

18.02 OPERATING PROCEDURES: The City Manager shall have the discretion to determine employee education benefit eligibility which may be provided to City employees. Authorization may be made upon recommendation by the Human Resources Director to the City Manager for additional educational provisions not described herein.

18.03 COLLEGE EDUCATION:

1. Reimbursement for regular full-time employees may be provided to a maximum of \$2,500 per calendar year including cost of textbooks.
2. During the first two (2) years (or the equivalent sophomore status) of a four year degree, the maximum reimbursement for each course will not exceed the local public community college's in-state tuition rate (e.g.

Edison Community College) regardless of the level of course work.

Eligible Degree Programs and Reimbursable Expenses

1. Courses must be taken at an institution accredited by the Southern Association of College and Schools (SACS).
2. The courses must be in pursuit of a degree related to the employee's position or the operation of municipal government. The City Manager or his designee shall have the sole determination as to whether or not the degree is related.
3. The City will reimburse for only one (1) Masters Degree program and will not reimburse doctorate level work.
 - a. The \$2,500 per year maximum reimbursement may be increased for approved masters degree programs to participate in accelerated programs.
 - b. An accelerated repayment program may be established to recognize the increase in funding of this benefit.
 - c. Any modifications to policy shall require written recommendation by the Human Resources Director

and approval by the City Manager with written acceptance by the employee.

4. The City may reimburse for college course registration fees and challenge exams at the discretion of the City Manager or his designee.

Approval and Reimbursement Procedures

1. Reimbursement is contingent upon successful completion of course work with a grade of “C” (2.0) or better. Reimbursement will be made in an amount equivalent to a portion of tuition cost according to the following schedule: Course Grade “C” – 50%-Course Grade “B” or “A” – 100%.
2. The College Coursework Approval Request form (CN-04-62) and Enrollment Verification Letter must be completed and approved prior to enrolling in course work.
3. Reimbursement will be made upon presentation of evidence showing proof that the above requirements have been met.

Repayment:

If a Police Sergeant has received education reimbursement in the last twelve (12) months prior to a voluntary separation from

City employment, the employee shall reimburse 100% of the twelve (12) months' education reimbursement (tuition, registration fees, and challenge exams) back to the City.

ARTICLE 19

PROBATIONARY PERIOD

- 19.01 The probationary period shall be six (6) months from date of promotion to the rank of Police Sergeant.
- 19.02 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.
- 19.03 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.
- 19.04 If a Police Sergeant fails his promotional probation period and probation is not extended, then the employee rank would revert back to Police Officer with no loss of seniority.

ARTICLE 20

SENIORITY

- 20.01 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 unpaid cumulative 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.
- 20.02 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.
- 20.03 Classification Seniority: Classification seniority is defined as the length of employment within a particular classification.
- 20.04 Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave.

- 20.05 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 may be re-instated to their previous position if vacant, at the commensurate step based on their experience.
 - b. Is discharged.
 - c. Exceeds an authorized leave of absence without a valid reason.

20.06 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.

20.07 In all cases where two (2) or more employees have the same classification seniority (i.e., same date of promotion to Police Sergeant), the employee with the greater departmental seniority will prevail.

ARTICLE 21

PROMOTION

- 21.01 The City and the Employee Organization agree that criteria for promotions to Police Lieutenant 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.
- 21.02 Candidates for promotion will be interviewed and reviewed by a police review board made up of responsible police and civilian personnel. The selection of review board members will be made by the Police Chief and assembled upon his direction.
- 21.03 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.
- 21.04 Employees may review their personal test results upon request, within forty-five (45) days of the interview, but may not remove any results from the Human Resources office.
- 21.05 The City agrees to explore and discuss alternatives to the existing promotional procedures with the bargaining unit.

21.06 Employees who are promoted to a higher position shall receive a 5% promotional increase, or to the minimum of the new salary range, whichever is greater. The Department director may recommend additional compensation with appropriate justification. The recommendation will be forwarded to the Human Resources Director for review, and then to the City manager or designee for final review and approval.

21.07 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 22

UNIFORMS AND EQUIPMENT

- 22.01 Uniforms and equipment, excluding weapons and shoes, will be provided by the City at a level necessary to carry out their duties and responsibilities.
- 22.02 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.
- 22.03 All departmental rules and regulations and subsequent amendments will be made available to Bargaining Unit members.
- 22.04 For the Contract Period 10/01/2011 through 09/30/2014 all Bargaining Unit members with one (1) year of service and who are not on probation as of December 31 of each year shall receive \$400 each year for uniform maintenance. Police Sergeants

assigned to the Police Department's Criminal Investigation Bureau (CIB) shall receive \$750 each year as a clothing allowance. Payment will be made as soon as administratively possible after January 1st.

22.05 Bargaining unit members will receive \$500 toward the purchase of a vest every five (5) years.

ARTICLE 23

WORKING OUT-OF-CLASSIFICATION

23.01 An employee shall receive a pay increase when he or she works more than 50% of the time for more than three (3) working days 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 24

DUES CHECKOFF

- 24.01 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.
- 24.02 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.
- 24.03 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.

- 24.04 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.
- 24.05 Any employee may withdraw his/her dues check-off authorization upon written request and thirty (30) days' notice to the City and employee Organization.
- 24.06 Net earnings shall mean net required deduction of Federal Taxes, Social Security, Pensions, Credit Union and Health and Life Insurance and any other legally mandated deductions.

ARTICLE 25

TIME POOL

25.01 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 26

WORKERS' COMPENSATION

- 26.01 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.
- 26.02 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.
- 26.03 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.
- 26.04 All accident reporting shall be done in compliance with City Policies. Preference in the assignment of any light duty function

shall be provided to employees suffering from City work-related injury or illness.

26.05 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 27

DECLARATION OF PRINCIPLES

27.01 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 28

NOTIFICATION CHANGES OR AMENDMENTS

- 28.01 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.
- 28.02 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 29

SEVERABILITY

- 29.01 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.
- 29.02 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 30

LABOR MANAGEMENT MEETINGS

30.01 It is hereby agreed to that the City of Naples and the Fraternal Order of Police, Florida State Lodge, Supervisor's Bargaining Unit, will hold labor-management meetings at least quarterly 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 31

RETIREMENT BENEFITS

- 31.01 The City and the Union agree that the retirement benefits for all bargaining unit members currently contained within the City of Naples Police Officers' Retirement Plan ("Plan"), Code of Ordinances, City of Naples, Chapter 29, Article V, shall be frozen effective March 31, 2012. The frozen accrued benefit of each Plan member shall be calculated as of the freeze date based on the Plan provisions in effect on that date, and each member's credited service and final average compensation on that date. All bargaining unit members who are employed and participating in the Plan on March 31, 2012 shall be 100% vested in the frozen accrued benefit earned prior to the freeze date (including COLA).
- 31.02 The City and the Union agree that the retirement benefits for all bargaining unit members after the above freeze date will be reduced to those benefits specified in the new Plan Ordinance as summarized in Appendix A of this article.
- 31.03 In no event shall the retirement plan benefits be altered in any respect or manner without negotiations in accordance with Chapter 447 Florida Statutes.
- 31.04 Each member shall contribute to the Pension Plan the amount specified in the Plan Ordinance.

ARTICLE 31

APPENDIX A

Pension Change – Effective on March 31, 2012. -

- a.** On March 31, 2012, current benefit is frozen:
- i. Years of service x 3.63% multiplier x final average compensation at date of freeze.
 - ii. Benefit calculated per current plan and frozen for service up to and including March 31, 2012.
 - iii. Per Florida Law (SB 1128) unused sick and personal leave accrued prior to October 1, 2011, will be used to calculate the frozen accrued benefit for service up to and including March 31, 2012, provided that the amount of unused sick and personal leave accrued on March 31, 2012 is not less than the accrued balance on October 1, 2011. In the event the March 31, 2012 balance is less than the October 1, 2011 balance, the lower amount will be used in the frozen accrued benefit calculation. Personal leave and sick leave accrued on and after October 1, 2011 will NOT be included in the calculation of compensation for pension purposes.
 - iv. All bargaining unit members who are employed and participating in the Police Officer's Retirement Plan on March 31, 2012 shall be 100% vested in the frozen accrued benefit earned prior to the freeze date (including COLA).
 - v. For bargaining unit members who are employed and participating in the Police Officer's Retirement Plan on March 31, 2012 who retire after the benefit freeze, pension benefits will be paid in 2 parts: (1) frozen accrued benefit based on credited service and final average compensation prior to the freeze; and (2) benefit based on service after freeze, calculated in accordance with the provisions of paragraph b, below.
- b.** New benefits applied to future service after freeze and beginning April 1, 2012. New benefits will NOT include payments for accrued unused sick or personal leave in compensation for pension purposes as provided by the agreement and Florida Law (SB 1128).

	Current Benefits	New Benefits
Multiplier	3.63%	3%

Vesting (<i>Current Employees</i>) (<i>New Employees*</i>)	5 years	5 years 8 years
	Current Benefits	New Benefits
Salary	No change from current plan except as provided by Florida Law (SB 1128). No personal leave or sick leave accrued on or after October 1, 2011 shall be included in compensation for retirement purposes.	
Final Average Compensation	Highest 3 year average	Highest 8 year average
COLA	3% Age 55-62	No COLA for service after 3/31/12
Normal Retirement Date (<i>Current Employees</i>) (<i>New Employees*</i>)	Age 50 or 25 years	Age 50 or 25 yrs Age 60 & 8 yrs or 30 yrs
Early Retirement Date Penalty (<i>Current Employees</i>)	Age 45 or 20 years 3%/year	Age 45 or 20 years 3%/year on frozen benefit and 3%/year on post freeze benefit
Early Retirement Date Penalty (<i>New Employees*</i>)	...	5%/year (must be vested)
Contribution (<i>Current Employees</i>) (<i>New Employees*</i>)	5% ...	5% 3%
Deferred Retirement Option	None	Subject to following conditions:

DROP Conditions:

1. Only employees hired prior to the freeze date are eligible to participate.
2. As a condition of the DROP, employees who elect to participate in the DROP will be required to sign an agreement acknowledging that their employment is “at will” during the DROP participation period and may be terminated at the discretion of the City Manager upon receipt of an unsatisfactory performance evaluation. The decision of the City Manager is final and NOT subject to grievance arbitration. Participation in the DROP does not guarantee employment for the specified period (60 months).
3. Employees must attain the Normal Retirement Date (Age 50 with 5 or more years of service or 25 years of service) to be eligible to participate in the DROP.
4. Employees must elect to participate in writing at least 30 days prior to their retirement date.
5. The maximum DROP participation period is 60 months. The member shall irrevocably resign effective after 60 months of participation, although the member may resign prior to the 60 month limit.
6. Benefit calculation. For retirement system purposes the member’s retirement benefit is calculated on the date of retirement prior to participation in the DROP. The COLA component of the frozen benefit, calculated as of March 31, 2012, will accrue during participation in the DROP.
7. DROP participants shall NOT accrue additional retirement benefits after DROP entry. All other benefits available to bargaining unit members are available to DROP participants EXCEPT access to the grievance procedure for termination.
8. Account earnings. Credited at an annual rate of 1.3% compounded monthly.
9. Payout. Following termination the account shall be paid in a single lump sum; in a direct rollover to another eligible plan; or a combination of these options. Said option to be selected by the member.
10. Death. Beneficiary has the same right to the post-retirement survivor benefit options set forth above. A member shall not be eligible for pre-retirement death benefits upon entry into the DROP.
11. Disability. DROP participants are not eligible for disability retirement benefits.
12. Forfeiture of retirement benefits. Participation does not remove DROP participants from forfeiture of retirement benefits pursuant to applicable law.

* *New Employees* are defined as those employees hired on or after April 1, 2012.

ARTICLE 32

ENTIRE AGREEMENT

32.01 The parties hereto may commence negotiations, under applicable law, on any succeeding agreement to take effect upon termination of this Agreement.

32.02 Prior Actions: All prior charges, complaints, grievances, discharges, and other disciplinary actions before the signing of the Agreement shall not be subject to the provisions of this Agreement.

This Agreement shall be effective as of the date of the Agreement and shall remain in force up to and including September 30, 2014.

Fraternal Order of Police
Supervisor's Unit
Florida State Lodge

A. William Moss
City Manager
City of Naples

Witness

Witness

ATTEST:

Tara Norman, City Clerk

(SEAL)