

# **The City of Naples**

Collective Bargaining Agreement with

**The Fraternal Order of Police,**

**Collier County Lodge 38**

**Supervisors Bargaining Unit**



**October 1, 2021 – September 30, 2024**

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## Preamble

This Agreement is entered into on this date of May 4, 2022, by and between the City of Naples, Florida, hereinafter referred to as the "City", and the Collier County Lodge 38 of the Fraternal Order of Police, hereinafter referred to as the "Union." The City and the Union are hereinafter referred to collectively as "the Parties" or "Parties."

It is the purpose and intent of the Parties to this Agreement to assure sound and non-arbitrary means for resolving disagreements and misunderstandings that may arise, and to set forth the agreements between the Parties concerning rates of pay, wages, hours, and other terms and conditions of employment.

It is understood that the City is engaged in furnishing essential public services that have a critical impact on the health, safety, comfort, and general wellbeing of the public. The Parties recognize the need for continuous and reliable service to the public and enter into this Agreement to ensure a sound and mutually beneficial working and economic relationship.

Either party shall be entitled to require specific performance of the provisions of this Agreement, and there shall be no individual agreement contrary to the terms that are provided for in this Agreement.

Therefore, in consideration of the mutual guarantees exchanged herein, the parties agree as follows:

## **Article 1**

### **Employee Organization**

- 1.01 In accordance with the Public Employee Relations Commission of Florida (PERC), certification of December 3, 1998, as amended, the City recognizes Collier County Lodge 38 of the Fraternal Order of Police as 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 per the City of Naples pay and classification plan. The bargaining unit does not contain any other sworn or un-sworn Naples Police Department employees, or any other City of Naples employees.

## Article 2

### Police Officer's Bill of Rights

- 2.01 The City recognizes law enforcement officers' and correctional officers' rights as set forth in Florida Statutes.
- 2.02 Should the State Legislature rescind the statute containing law enforcement officers' and correctional officers' rights, the City and the Union agree to re-negotiate this Article within ninety (90) days of the effective date of the action.
- 2.03 The City shall have the right to test employees while on duty for the presence of illegal drugs or alcohol under the following conditions:
- As part of any annual or other periodic physical examination or,
  - When reasonable suspicion leads management to believe the employee is using controlled substances or,
  - 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 and 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.
- 2.04 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 an 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 their designee.



## **Article 4**

### **Meeting and Arbitration**

- 4.01 The Union 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 Union 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 their representatives in matters requiring mutual consent or other official action.
- 4.03 The City may, at its option, compensate representatives of the Union and employees 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 Union will mutually agree on the time of negotiations.
- 4.05 Employees 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. Employees who are off duty and are called to testify by the Union will not be paid by the City.
- 4.06 If employees who are Union representatives are called to testify as witnesses in an arbitration or grievance case, if on duty they 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 Union 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 the grievance procedure outlined in this Agreement, but not both.

5.02 Grievances shall be processed on the forms set forth below, and in accordance with the following procedures:

Step 1: The aggrieved employee or designated Union representative shall present in writing their grievance to their 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 Union representative as defined in section 4.01 be present. 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 the supervisor.

Step 2: If the grievance is not settled at the first step, the aggrieved employee or designated Union representative within seven (7) calendar days of the answer in the first step, shall present the grievance in writing to the Police Chief or their designee. The Police Chief or designee shall investigate the grievance and within seven (7) calendar days from the receipt of the written grievance, will conduct a meeting with the aggrieved employee. The aggrieved employee may be accompanied at this meeting by a local designated Union representative as designated under section 4.01. The Police Chief or designee shall notify the aggrieved employee of their decision no later than ten (10) calendar days following the meeting date.

Step 3: If the aggrieved employee or designated Union representative does not settle their grievance in the second step, the aggrieved employee will present the written grievance to the City Manager or their designee within ten (10) calendar days. The City Manager or designee shall investigate the alleged grievance and within ten (10) calendar days following receipt of the grievance, conduct a meeting between the City Manager or designee and the aggrieved employee or designated Union representative. Upon request, the aggrieved employee may be accompanied at this meeting by the designated Union representative as designated under section 4.01. The City Manager or designee shall notify the aggrieved employee or designated Union representative in writing of their decision not later than ten (10) calendar days following the date of the meeting.

- 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 any retroactive adjustment, such adjustment shall be limited to the date of filing the grievance in Step 1.
- 5.06 The attached grievance forms Grievance 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 Union representative may request a list of seven (7) names from either the Federal Mediation and Conciliation Service or the American Arbitration Association. This request for arbitration must take place no later than ten (10) calendar days following the City Manager's response in Step 3 of the grievance procedure. Arbitration is the sole and exclusive right of the Union. As such, no employee shall be authorized to proceed to arbitration without the written authorization of the Union. 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 Parties 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 their decision to the particulars of the grievance as specified. Should the

parties fail to agree on the statement of the grievance to be submitted, the arbitrator will confine their 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, 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 that 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 their 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 so long as the arbitrator has complied with the limitations on their authority as set forth in the agreement.
- 5.11 The City and Union shall each bear the expenses of their own witnesses and their own representatives unless herein excluded. The City and Union 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 as observed).
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 in November (Veteran's Day or as Observed).
9. That day in November proclaimed Thanksgiving Day.
10. The Friday after Thanksgiving Day.
11. 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 holiday. Employees who work on a holiday shall be paid for 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 employees' current rate of pay for actual hours worked on that holiday.

6.03 In addition to compensation authorized in Section 6.02, all employees shall be paid for 120 hours of holiday pay in a lump sum payment that is paid annually, as soon after December 1<sup>st</sup> as is administratively possible. Officers must be on credited service status to be eligible for holiday pay. Any employee not on

credited service status for the entire year shall receive 8 hours of holiday pay for each calendar month in which the employee 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 1<sup>st</sup> immediately prior to the payment.

## Article 7

### Leave of Absence

- 7.01 The City recognizes the importance of time off work to care for oneself and family is an essential part of maintaining a healthy life balance. The City will comply with the Family Medical Leave Act (FMLA, as amended) 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 Police Chief or their designee. 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. Such leave may not be authorized to perform work outside of the department, or to seek or accept employment in any manner.
- 7.03 All 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 All personal leave is accrued on a monthly basis when the employee is on paid status.

8.02 Employees are eligible to use accrued leave time after completing six months of service. Two (2) personal leave days may be used in an employee's initial 6-months of employment. Accrual rates are as follows:

		Annual Accrual Rate	Maximum Rollover
		Hours	Hours
0 - 59	Months	165.00	624
60 – 119	Months	206.25	624
120 – 179	Months	247.50	624
180+	Months	264.00	624

8.03 Personal leave shall not be granted or used in advance of being accrued.

Personal leave is accrued on the 1<sup>st</sup> pay day of each month for the previous month.

8.04 The personal leave year shall be January 1 through December 31. Any amount of personal leave greater than 624 hours as of December 31<sup>st</sup> of each year will automatically be forfeited.

8.05 On an annual basis, an employee with a personal leave balance greater than eighty-four (84) hours may elect to receive a cash payment for the accrued hours greater than eighty-four (84) and up to one hundred and forty (140) hours at their current hourly rate of pay. Employees must request payment in writing on the designated form each year and the request must be received by the Human Resources Department no later than November 15<sup>th</sup>. The Human Resources Department will coordinate payment to the affected employees no later than December 10<sup>th</sup> of each year. All personal leave payments are subject to regular payroll taxes.

8.06 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) shifts 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, and previously approved personal leave will not be canceled other than for emergencies due to conditions beyond the immediate supervisor's control

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

- 8.07 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.
- 8.08 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, departments must document availability of budget funds.
- 8.09 Non-accruing sick leave balances for employees with an existing discontinued sick-leave balance will be carried forward, but no further accruals shall be made. Current sick leave balances will not be counted towards the 624-hour maximum accrual of personal leave.
- 8.10 Employees with non-accruing sick leave balances 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.
- 8.11 The City agrees to provide a sick leave payout for employees who have a non-accruing sick leave balance with ten (10) or more years of continuous service who voluntarily separate or retire from the City. Employees terminated by the City shall not be eligible for the sick leave payout.

Said sick leave payout shall be computed as follows:

Sick leave hour balance multiplied by the hourly rate of pay at time of separation, multiplied by 1.25%

Maximum sick leave payout 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.

- 8.12 Compassionate leave is for the 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 two thirds (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.

- 8.13 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**

- 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 Parents, Father/Mother-in-law, Spouse, Children, Step Children, Siblings, Stepsibling, 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 an employee 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 their 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 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 Effective October 1, 2021, Sergeant minimum annual starting pay will be \$80,805 (\$36.9986 hourly) and maximum annual wage shall be \$100,233 (\$45.8942 hourly). Employee wages may not exceed the top of their respective pay range. All wage increases are contingent upon receiving at least an overall satisfactory performance evaluation for the most recent performance review.

Effective October 1, 2021, the wages of all bargaining unit members are increased to the annual salary set forth in Appendix A.

Effective October 1, 2022, the minimum annual starting pay will be \$88,000 (\$42.3077 hourly) and maximum annual wage will be \$107,735 (\$49.3292 hourly). Employee wages may not exceed the top of their respective pay range, and all wage increases are contingent upon receiving at least an overall satisfactory performance evaluation for the most recent performance review.

Effective October 1, 2022, the wages of all bargaining unit members are increased to the annual salary set forth in Appendix B.

Effective October 1, 2023, the minimum annual starting pay will be \$93,500 (\$42.8113 hourly) and maximum annual wage will be \$110,988 (\$50.8186 hourly). Employee wages may not exceed the top of their respective pay range, and all wage increases are contingent upon receiving at least an overall satisfactory performance evaluation for the most recent performance review.

Effective October 1, 2023, the wages of all bargaining unit members are increased to the annual salary set forth in Appendix C.



11.05 Longevity Pay will be paid bi-weekly based 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:

**Police Sergeant Longevity Table**

Months	Bi Weekly	Annual Amount
120 - 131	\$ 57.69	\$ 1,500
132 – 143	\$ 76.92	\$ 2,000
144 – 155	\$ 96.15	\$ 2,500
156 – 167	\$115.38	\$ 3,000
168 – 179	\$134.62	\$ 3,500
180+	\$153.85	\$ 4,000

11.06 The criminal investigations supervisor will receive a \$200 incentive payment per pay period for their twenty-four-hour, seven day a week on-call status. This incentive can only be paid to one active CI supervisor.

11.07 Employees are eligible to receive only one of the following education incentives for completion of a master's degree (11.08) or bachelor's degree (11.09).

11.08 Employees that have a master's degree are eligible to receive an annual incentive of two thousand dollars (\$2,000) that is paid bi-weekly (\$76.9230 biweekly). To be eligible, employees must turn in an official transcript to the Human Resources Department, and the incentive will commence as soon as is administratively possible.

- 11.09 Employees that have a bachelor's degree are eligible to receive an annual incentive of one thousand dollars (\$1,000) that is paid bi-weekly (\$38.4615 biweekly). To be eligible, employees must turn in an official transcript to the Human Resources Department, and the incentive will commence as soon as is administratively possible.
- 11.10 Pay checks will be issued every two weeks.
- 11.11 Bargaining unit employees shall receive a \$300 holiday bonus payable in December.

## Article 12

### Overtime, Stand-by, and Hours of Work

- 12.01 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.
- 12.02 Any time worked over the normal work period shall be considered as overtime, unless herein excluded. Employees called back to work after their regular working hours, other than for court appearances, shall receive compensation at time and one half, as provided in section 12.04, for a minimum of three (3) hours or for the actual time worked, whichever is greater.
- 12.03 Actual hours worked, holiday leave, and administrative leave will be considered as time worked in calculating overtime hours.
- 12.04 The City may either compensate work greater than 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 168 accrued hours of compensatory time. The Police Chief or supervisor in the chain of command has the discretion to determine which method will be used in accordance with budget limitations and operational needs. Usage of compensatory time will follow the Personal Leave guidelines in Article 8.
- 12.05 The City reserves the right to schedule compulsory overtime necessary to complete the police mission. Overtime shall be assigned at the discretion of the Police Chief or through the chain of command, and no employee may assign themselves overtime. 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 employees.
3. Personal emergencies.

12.06 The employee assigned by the Chief to stand-by for criminal investigations shall receive an additional \$200.00 per pay period as compensation for stand-by time served. Stand-by pay is limited to one bargaining unit member per pay period. If an employee assigned to stand-by is called to work outside of regular hours, that employee shall receive additional pay in accordance with the overtime provisions in this agreement.

## **Article 13**

### **Strike Prohibition**

- 13.01 The Union and all covered employees agree that (they) under no circumstances or for any reason, including actual breach of this contract, sympathy, support of 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 that 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 Union 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 Union material shall be at the expense of the organization. The Union 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**

### **Layoff 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 employees on probation first. It shall then lay off regular employees 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 The City agrees to pay 85% of the 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. 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.
- 16.02 Dental Insurance: The City agrees to pay 100% of the cost for single employee dental insurance coverage.
- 16.03 Life Insurance: The City agrees to pay the full amount of the monthly cost for employees 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 Vision Insurance: The City will provide vision insurance for employees with the cost for single or dependent coverage paid for by the employee.



## Article 17

### Education Reimbursement

- 17.01 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.
- 17.02 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.
- 17.03 Reimbursement for regular full-time employees may be provided to a maximum of \$5,000 per calendar year including cost of textbooks.
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 the degree is related.
  3. The City will reimburse for only one (1) master's degree program and will not reimburse doctorate level work. The \$5,000 per year maximum reimbursement may be increased

for approved master's degree programs to participate in accelerated programs.

4. An accelerated repayment program may be established to recognize the increase in funding of this benefit.
5. The City may reimburse for college course registration fees and challenge exams at the discretion of the City Manager or their designee.

#### 17.04 Approval and Reimbursement Procedures

1. Reimbursement is contingent upon receiving a passing grade, grades, or a passing score if reimbursement is for an approved Challenge or Certification exam.
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.

17.05 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. The Union and membership agree to hold the City harmless for making deductions from an employee's final paycheck related to article 17.

## **Article 18**

### **Probationary Period**

- 18.01 The probationary period shall be six (6) months from date of promotion to the rank of Police Sergeant.
- 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 greater than ten (10) days shall cause the employee's probationary period to be extended by the amount equal to the leave taken.
- 18.04 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 19

### Seniority

- 19.01 City-wide seniority is defined as the length of employment with the City of Naples. 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 greater than 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 their direction.
- 20.03 The review board shall make recommendations to the Police Chief. The Police Chief, their designee, or City Manager 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 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.
- 20.06 The City and Union 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 Union within ninety (90) days of a vacancy if a position may be placed on hold pending re-organization or other internal consideration.

20.07 The City will make every effort to post positions 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 execute duties and responsibilities.
- 21.02 Employees 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's condition. Employees may review and obtain a copy of the list maintained by the City as to the items that have been checked out to that employee. 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 All Sergeants, will receive uniform maintenance allowance in the amount of one thousand dollars (\$1,000).
- 21.05 Employees will receive \$750 toward the purchase of a vest every five (5) years.



## **Article 22**

### **Working Out-of-Class**

22.01 The City and Union recognize that Sergeant's are an essential part of the chain of command and in the regularly need utilize their specialized training in line of duty. The City agrees to pay employees an incentive of \$1,500 per annum, paid through bi-weekly payroll (\$57.6923 per pay period), to actively employed Sergeants in recognition of their contribution to the management of the Naples Police Department.

## Article 23

### Dues Checkoff

- 23.01 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 The dollar amount to be deducted shall be certified to the City's finance director or designee 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 10<sup>th</sup> 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 Union 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 their 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**

### **Union Time Pool**

24.01 Each employee may contribute up to 24.75 hours of vacation to Union Time Pool per year. The Union may use this time at its discretion for official union business, upon prior approval of the Police Chief or their designee. The Union President will notify the Police Chief or their 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 their designee may withhold approval if adequate personnel are not available to maintain services.

## Article 25

### Worker's Compensation

- 25.01 The City agrees to pay, unless herein excluded, employees 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, employees shall receive benefits in accordance with Chapter 440 of the Florida Statutes.
- 25.02 If the disability extends beyond fourteen (14) calendar days, employees will reimburse the City for the worker compensation benefits for which they become eligible for retroactive to the first seven (7) days of disability.
- 25.03 Employees 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 Employees injured as a result of work-related injury shall be provided a light-duty assignment, subject to the medical restrictions put in place by the treating physician.
- 25.05 The City shall be under no obligation to provide light-duty assignments to employees recovering from non-work-related injuries or illnesses. Such assignments may be provided when it is to the mutual benefit of the City and employee or as required by law. Such assignments(s) may be outside of the employee's regular work, duties, hours, or conditions. The decision of the Chief is final and not subject to the grievance procedure in this agreement. Preference

in the assignment of any light duty function shall be provided to employees suffering from City work-related injury or illness.

## **Article 26**

### **Declaration of Principals**

26.01 In accordance with applicable federal and state law, both the City and Union agree that they will not discriminate on the basis of race, religion, nation of origin, color, age, sex, sexual orientation, gender, gender identity, political affiliation, disability, union membership, or union-non-membership. The City and Union affirm their joint opposition to any discriminatory practices and will not tolerate discrimination in connection with employment, promotion, or training. The Parties further agree that the public interest is best served by the full utilization of an employee's knowledge, skills, and abilities without consideration to these discriminatory identifiers.

## **Article 27**

### **Notifications, Changes, and 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 Union 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(s) and only the provision(s) which have been declared null and void will be re-negotiated if it is determined that the 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 Collier County Lodge No. 38 of the Fraternal Order of Police, will hold labor-management meetings unless waived by the Union, 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 and the Union agree that the retirement benefits for all bargaining unit members shall be as provided in City of Naples Police Officers' Retirement Plan ("Plan"), Code of Ordinances, City of Naples, Chapter 29, Article V.
- 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 Employees will contribute to the Pension Plan the amount specified Section 29-311 (Contributions) of the City of Naples Code of Ordinances, and this will be automatically deduction from their biweekly pay.
- 30.04 Employee Benefits will be managed in accordance with Chapter 29, Article V, Division 3 (Membership and Benefits) of the City of Naples Code of Ordinances.

## Article 31

### Court Time, Subpoena, and Stand-By

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 because of their official duties as a Police Officer shall be paid at the rate of time and one-half their straight hourly wage for a minimum of 3 hours or the time actually spent at proceedings, whichever is greater except for as provided in this article. This pay is applicable only when the proceedings take place before the beginning of or after the completion of the employee's scheduled shift.

An employee attending such proceedings, which are continuous with his/her schedule work shift shall be paid at their overtime rate, consistent with Article 13, 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 greater than 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 greater than 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.

31.02 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 their official duties as a Police Officer after having completed, or prior to, their work shift, and not continuous to their 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.

31.03 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 their straight time hourly wage for a minimum of three (3) hours or for the 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.

31.04 Stand-by – If an employee 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.

31.05 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.

31.06 For the purpose of this article, if an employee 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 employee is required to call Witness Management, they will also receive the above stand-by payment, of which only one per day will be made.

If an employee is put on stand-by for any trial proceeding, that employee will be compensated one (1) hour per required stand-by day at the time and one-half rate.

If an employee is placed on stand-by for five (5) days, that employee will be compensated one (1) hour per day for five (5) days, however, if a plea bargain is reached or a trial date is set the employee will no longer be eligible for stand-by pay and will only be compensated for the days the employee was inconvenienced by needing to stand-by.


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

## Article 33

### Entire Agreement

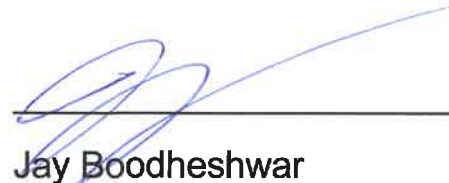
- 33.01 The Parties hereto may commence negotiations, under applicable law, on any succeeding agreement to take effect upon termination of this Agreement.
- 33.02 Prior Actions: All prior charges, complaints, grievances, discharges, reprimands and other disciplinary actions before the signing of the Agreement shall not be subject to the provisions of this Agreement.
- 33.03 Active employees at ratification and employees that have retired after the expiration of the previous MOU on September 30, 2021 will receive the following items retroactive to October 1, 2021: Increase to base pay (Appendix A) including overtime hours worked, Holiday Pay under article 6 including additional hours, the new Criminal Investigation Incentive in Article 12.06, the new working out of Class Incentive in article 22.01, the new education incentive in articles 11.08 & 11.09, and the higher Personal Leave maximum accrual (and rollover) in section 8.02.
- 33.04 Nonretroactive Items: Items not identified as retroactive will be effective on the first hour of the first day of the pay period immediately following the ratification of this Agreement by both the Union and City of Naples, City Council.

33.05 Expiration of Agreement: This Agreement shall remain in force up to and including September 30, 2024.



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Jesse Granese  
President,  
Collier County Lodge #38




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Jay Boodheshwar  
City Manager  
City of Naples




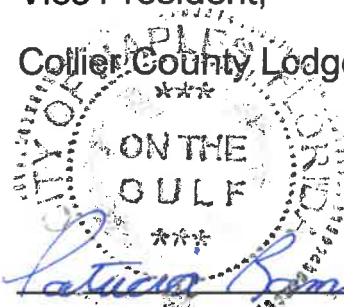
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Eric Noe  
Vice President,  
Collier County Lodge #38



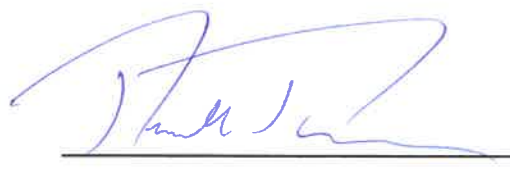
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Charlotte Loewel  
Human Resources Director,  
City of Naples



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Patricia Rambosk  
City Clerk, City of Naples  
(SEAL)



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Russell Thomas  
Labor Relations Manager,  
City of Naples



## APPENDIX A

Pay Rate Effective October 1, 2021

<b>Sgt Number</b>	<b>Effective October 1, 2021</b>
1	\$ 100,233
2	\$ 100,233
3	\$ 100,233
4	\$ 100,233
5	\$ 100,233
6	\$ 93,062
7	\$ 89,977
8	\$ 83,695
9	\$ 83,695
10	\$ 83,695
11	\$ 83,695

## APPENDIX B

Pay Rate Effective October 1, 2022.

<b>Sgt Number</b>	<b>Effective October 1, 2022</b>
1	RETIRED
2	\$ 107,735
3	\$ 107,735
4	\$ 107,735
5	\$ 107,735
6	\$ 100,206
7	\$ 94,859
8	\$ 92,560
9	\$ 92,560
10	\$ 92,560
11	\$ 92,560

**APPENDIX C**

Pay Rate Effective October 1, 2023.

<b>Sgt Number</b>	<b>Effective October 1, 2023</b>
1	RETIRED
2	\$ 110,989
3	\$ 110,989
4	\$ 110,989
5	\$ 110,989
6	\$ 110,989
7	\$ 106,379
8	\$ 100,703
9	\$ 100,703
10	\$ 100,703
11	\$ 100,703