



# CITY OF MARCO ISLAND

## Police Department

51 Bald Eagle Drive  
Marco Island, Florida 34145  
239-389-5050

### MEMORANDUM

To: Members of the City Council

From: City Manager Michael A. McNees  
Chief Tracy L. Frazzano

Date: August 19, 2024, Council Agenda

Re: Proposed Resolution Providing for Ratification of the Collective Bargaining Agreement Between the City and the Florida State Lodge Fraternal Order of Police, Inc.

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#### **Recommendation:**

It is recommended that the City Council adopt the enclosed resolution, which authorizes and approves the ratification of the Collective Bargaining Agreement (the "Agreement") between the City of Marco Island (the "City") and the Florida State Lodge Fraternal Order of Police, Inc. (the "Union").

#### **Agreement Highlights and Summary:**

The Agreement, which applies to the City's police officers and sergeants, is for a 3-year term commencing October 1, 2024, and expiring September 30, 2027. The following key sections of the Agreement have been summarized for the Council's convenience:

- ***Compensation.***

(a) The starting pay for police officers will be \$62,767, irrespective of experience, an increase from \$54,580. Minimum starting pay for sergeants will be \$85,277, an increase from \$71,064.

(b) The police officer position will have a base pay maximum of \$103,632, and the sergeant position will have a base pay maximum of \$124,731.

(c) Police trainee wages were removed from the Agreement and will be established by the City. Upon passing the Florida Law Enforcement Exam and sworn in as a police officer, a trainee shall become a bargaining unit member and paid in accordance with the Agreement.

(d) During the term of the Agreement, bargaining unit employees who do not exceed the base pay maximum will receive the following:

- i. **Year 1** - Fifteen percent (15%) increase for police officers and a twenty percent (20%) increase for sergeants, effective October 1, 2024.
- ii. **Year 2** - Six percent (6%) pay increase to base pay.
- iii. **Year 3** - Six percent (6%) pay increase to base pay.
- iv. Two hundred dollar (\$200) monthly vehicle/gas stipend (non-pensionable)

(e) Bargaining unit members who are at or exceed the base pay maximum will instead receive lump sum payment, or a percentage increase in an amount less than the percentage up to the base pay maximum, and the remaining percentage in a lump sum payment.

(f) The cost to the City to fund the foregoing wage increases over the 3 year term of the Agreement is estimated to be \$1,383,720.

- ***Grievance and Arbitration.***

(a) The City reserves the right to separate an employee for just cause if he/she does not meet the job qualifications/requirements.

(b) In proving just cause, the City must prove six (6) factors, which is a decrease from seven (7) factors.

(c) The City will have the right to offset any wages earned with another employer from date of termination through reinstatement if a terminated bargaining unit member is reinstated through the arbitration process. The foregoing shall not apply to secondary employment approved prior to the suspension or discharge.

(d) To the extent permitted by law, only the FOP can demand arbitration and shall be a party to said arbitration.