

Collective Bargaining Agreement

between

CITY OF MARCO ISLAND

and

FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC.

October 1, 2018 – September 30, 2021

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ARTICLE 1

PREAMBLE

Section 1. In accordance with Chapter 447, Part II of the Florida Statutes, this Agreement is entered into by and between the City of Marco Island, Florida (hereinafter referred to as the “City”) and the Florida State Lodge Fraternal Order of Police, Inc. (hereinafter referred to as the “Union” or the “FOP”).

Section 2. It is the intended purpose of this Agreement to achieve and maintain harmonious relations between the City and the Union. It is contemplated that this Agreement will serve the public interest by maximizing the efficiency and productivity of its employees and providing fair treatment and compensation, and provides a procedure for the resolution of claims if this Agreement has been violated by either party.

Section 3. The Union recognizes the responsibilities imposed upon it as the exclusive bargaining agent of the bargaining unit members that are covered by this Agreement. The Union recognizes that in order for the City to provide maximum opportunities for continued employment and good working conditions, the City must be in a strong financial position, which means it must do business at the lowest possible cost consistent with fair labor standards, while providing a safe work environment for employees and police protection for the citizens of the City. Therefore, the Union, as exclusive bargaining agent, assumes a joint responsibility in the attainment of these goals by supporting the City’s efforts to achieve a fair day’s work by the bargaining unit members covered by this Agreement, and to work with management to prevent frequent or habitual absences from work, work slowdowns, and all other practices by employees which restrict or tend to restrict productivity.

Section 4. Members of the bargaining unit are represented exclusively by the Florida State Lodge Fraternal Order of Police Inc. Members of the bargaining unit are therefore prohibited from contacting members of the City Council to collectively bargain wages, hours

or terms and conditions of employment, or to discuss any grievance that involves the interpretation of application of this Agreement.

ARTICLE 2

RECOGNITION

Section 1. The City of Marco Island recognizes the Florida State Lodge Fraternal Order of Police Inc. as the exclusive collective bargaining representative of the bargaining unit certified by the Public Employees Relations Commission (PERC) to include all sworn full time law enforcement officers, below the rank of Lieutenant as defined in PERC Certification 1962.

Section 2. The City will not be called upon to recognize the Union as agent for any of its employees other than those included in the certified unit mentioned above, in the absence of a new PERC certification. When any certified law enforcement officer job classification below the rank of Lieutenant is created, the City recognizes its obligation to negotiate with the Union the terms, hours, and conditions of employment prior to staffing. The Union recognizes all management rights set forth in Article 4 of this Agreement. Any dispute as to the individual employee's status or any new classification status as being included or excluded from the bargaining unit will be resolved through normal legal procedures, and not through the contractual grievance procedure.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. The management of the Marco Island Police Department personnel and the direction of its workforce shall be vested in the City, including but not limited to the exclusive right: to determine whether all or any part of the operations covered by this Agreement shall commence, cease, continue, reduce or increase; to remove the operation of any part thereof to any location; to abolish or change existing jobs; to increase or decrease the number of jobs or employees; to change materials, processes, products, service, equipment, work schedules and methods of operation; to introduce new materials, equipment, services or facilities; to assign work to be performed; to assign or reassign employees to shifts, increase or abolish shifts and rotate shifts; to require bargaining unit members to work overtime; to establish and change hiring procedures; to set the work schedules; to transfer bargaining unit members from job to job or shift to shift, either on a permanent or temporary basis; to evaluate and direct the work of bargaining unit members covered by this Agreement; to maintain, enforce, rescind or change the City's Personnel Rules and Regulations, Administrative Rules or policies, or the Police Department Rules and Regulations, General Orders, and Directives not inconsistent with this Agreement; to establish or change operational standards; to determine the services to be provided by the City and by police personnel; to discipline or discharge bargaining unit members for just cause; to lay off bargaining unit members; to establish requirements for employment; to promote and demote bargaining unit members; and to have complete authority to exercise those rights and powers incidental thereto, including the right to alter or vary past practices as the City may determine to be necessary for the orderly and efficient operation of the City. Each of the rights described above shall be vested exclusively in the City, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement. The City's failure to exercise any right hereby reserved to it or its

exercising any right in a particular way shall not be deemed a waiver of its right to exercise such right nor preclude the City from exercising the same right in some other way not in conflict with the express provisions of this Agreement.

Section 2. There shall be complete regard for the right, responsibilities and prerogatives of City management under this Agreement. This Agreement shall be construed so that there shall be no diminution or interference with such rights, responsibilities and prerogatives, except as expressly modified or limited by this Agreement.

Section 3. If a civil emergency is declared under State law, the provisions of this Agreement may be suspended by the City Manager or his/her designee during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.

Section 4. It is understood by the parties that every incidental duty connected with the operations enumerated in job descriptions is not always specifically described and bargaining unit members, at the discretion of management, may be required to perform other job-related duties not specifically contained in their job description.

Section 5. Delivery of City services in the most efficient, effective and courteous manner is of paramount importance.

Section 6. Those inherent managerial functions, prerogatives and policy-making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way subject to the grievance and/or arbitration procedure contained herein.

Section 7.

A. Nothing contained in this Management Rights Article shall be interpreted as a waiver of the Union's right to bargain over the impact of the exercise of management rights on wages, hours, terms and conditions of employment, as required in Chapter 447, Part II, Florida Statutes, and interpretive cases. The request to bargain under this Section must be made

within ten (10) calendar days of the written notice of changes to the Union or, if no notice is given, within twenty (20) calendar days of the date a Union Representative became aware of a change or proposed change that is subject to impact bargaining. The City and Union will promptly meet to negotiate those impact issues identified by the Union to the extent the City is required by law to negotiate.

B. Bargaining impasses under this Article not alleging a violation of this Agreement shall be resolved through impasse procedure under Chapter 447, Florida Statutes and not under the Grievance and Arbitration Procedures contained herein.

Section 8.

A. The Union agrees that its members shall comply with all current Police Department Rules and Regulations, General Orders, and Directives, including those relating to conduct and work performance.

B. The parties also recognize that pursuant to the Management Rights clause of the existing Agreement, the Police Department has the right to immediately amend and modify its rules and to implement reasonable rules and regulations. However, in the interest of fairness and in order to ensure a timely transition and complete understanding between the Union and the Police Department, the Police Department agrees that, when operational conditions permit, it shall give notice to the Union of any proposed changes and the Police Department further agrees to meet and confer with the Union at reasonable times and places to discuss any changes. It is the desire of the parties that any issues relating to changes in the rules and regulations shall be worked out in a mutually satisfactory fashion.

C. The parties also recognize that pursuant to the Management Rights clause of the existing Agreement, the City has the right to amend and modify its rules and to implement reasonable rules and regulations. However, in the interest of fairness and in order to ensure a timely transition and complete understanding between the Union and the City, the City agrees that it shall give prior notice to the Union of any proposed changes and the City further agrees

to meet and confer with the Union at reasonable times and places to discuss any changes. It is the desire of the parties that any issues relating to changes in the rules and regulations shall be worked out in a mutually satisfactory fashion.

D. However, in the event the parties are unable to agree, pursuant to the Management Rights clause, the City and Police Department shall have the right to implement reasonable rules and regulations; provided, however, that the Union may grieve and arbitrate the implementation of such rules. The sole issue before the arbitrator shall be whether or not the Union has established that the rule changes are an unreasonable or arbitrary exercise of the City's or Police Department authority.

ARTICLE 4

NON-DISCRIMINATION

Section 1. The City and the FOP agree that neither party will discriminate or interfere whatsoever with the right of any bargaining unit member covered by this Agreement to belong or not belong to the FOP. No bargaining unit member will be discriminated against by the City for engaging in authorized activity as required by this Agreement on behalf of the FOP.

Section 2. No bargaining unit member will be discriminated against on the basis of age, race, creed, color, national origin, sex, disability, marital status or religion. However, it is agreed that allegations of employment discrimination prohibited by this Article cannot be processed through the contractual grievance procedure.

Section 3. If a grievance is filed under this Section, prior to the selection of an arbitrator under Article 10, the bargaining unit member must provide to the City and the Union a signed waiver specifically waiving any right the bargaining unit member may have to file a claim and receive other damages over the same conduct with the Equal Employment Opportunity Commission or any other federal, state or local agency, and will not file any lawsuit in an effort to enforce a right protected under this Article. If the written waiver is not provided, the grievance will not be considered for arbitration.

ARTICLE 5

CITY AND UNION REPRESENTATION

Section 1. The City shall be represented by the City Manager, and/or his/her designee, in all matters of collective bargaining. The City agrees to notify the Union of any changes in designee, whenever such changes are made.

Section 2. The Union shall be represented by the Florida State Lodge Fraternal Order of Police Inc. and/or his/her designee. The Florida State Lodge Fraternal Order of Police Inc. may elect or appoint up to two bargaining unit members (a sergeant and officer) as Union Representatives to assist the Florida State Lodge Fraternal Order of Police Inc. The Union agrees to notify the City Manager (or his/her designee) and the Police Chief of who the Union Representatives are, and also to notify the City Manager of any change in representatives whenever such changes are made. It is understood that the City has no legal or contractual obligation to deal with any person purporting to be a FOP representative that is not identified to the City as required in this Article.

Section 3. The City and the Union agree that there will be no negotiations attempted or entered into between any persons other than those indicated above. Any attempt to circumvent the proper bargaining process shall be deemed an unfair labor practice and shall result in appropriate charges being filed against the offending party.

Section 4. The FOP shall be represented by no more than two (2) local employee representatives (one sergeant and officer) and a representative from the Florida State Lodge Fraternal Order of Police Inc. or their two (2) designees at any one time. The representatives and their designees must be members of the bargaining unit covered by this Agreement. The FOP agrees to notify the City Manager and the Police Chief in writing the names of the two local representatives and two designees during the term of this Agreement. No representative shall engage in any union-related matters during work time, without the permission of the

Police Chief or his/her designee. When any local representative or designee engages in union related matters, he/she shall not be compensated by the City. For purposes of this section, the term “union related matters” shall include, but not be limited to: (1) collective bargaining for an Agreement or a reopener thereof; (2) meetings, consideration or resolution of grievances and/or, (3) litigation, arbitration or special master hearings.

Section 5. It is agreed and understood that each member of the bargaining unit will be provided with a copy of the Police Department Rules and Regulations, General Orders, and Directives formulated subsequent to the execution of this Agreement. Any such new Police Department Rules and Regulations, General Orders, and Directives shall be distributed to members within thirty (30) days after formal adoption or as soon as practical thereafter. Each member of the bargaining unit will acknowledge that the bargaining unit member has received, read and comprehends the Police Department Rules and Regulations, General Orders, and Directives. All Police Department Rules and Regulations, General Orders, and Directives shall be available on the Department Intranet at all times.

Section 6. The City will create a Bargaining Unit Time Bank that members of the Union may donate their personal leave in four (4) hour increments so that it may be used for Union business. At the sole discretion of the Police Chief or his/her designee, members may use up to 200 hours of banked time during each contract year for members to attend the state or national union conferences. A denial shall not be subject to the grievance or arbitration procedure under this Contract. Time off granted under this section will comply with the Department leave policy.

ARTICLE 6

DUES DEDUCTION

Section 1. The City agrees to deduct once each pay period the FOP dues of bargaining unit members who pay Union dues who individually and voluntarily certify, in writing, that they authorize such deductions. These monies shall be transmitted to the FOP on a monthly basis. The City's remittance to the FOP will be deemed correct if the FOP does not give written notice to the City within five (5) days of receipt of the remittance that the remittance is incorrect. The FOP shall delineate with specificity the reasons why it believes the remittance to be incorrect. If there is an amount deducted in excess of what is authorized by this Agreement, the bargaining unit members who pay Union dues affected shall seek reimbursement from the FOP and not the City.

Section 2. No authorization shall be allowed for payment of initiation fees, political contributions, special assessments or fines. Any changes in the amount of the FOP dues must be made known to the City in a reasonable time to allow the City to make the necessary technical and administrative payroll changes and program adjustments. No deduction shall be made from the pay of any bargaining unit member for any payroll period in which the bargaining unit member's net earnings for that payroll period after other deductions are less than the amount of dues to be checked off. Any bargaining unit member may withdraw his/her authorization for deduction upon thirty (30) days written notice to the City and to the Union. The City will provide a copy of any cancellation request to the FOP, and that shall constitute notice to the Union for purposes of this Article.

Section 3. The FOP will indemnify, defend and hold the City harmless against any claims made or any legal action instituted against the City with respect to checkoff of union dues, and further agrees to pay the reasonable expense of the City in defending against any such suits.

ARTICLE 7

STRIKE PROHIBITION AND WORK REQUIREMENTS

Section 1. The Union will not, under any circumstances or for any reason, call, encourage, authorize, ratify or engage in any strike, slowdown, concerted abuse of leave, unauthorized picketing, or other interruption of work of any kind against the City of Marco Island. The Union will also not engage in such activities in sympathy for or in support of any other employees or union. The Union may be responsible for any act alleged to constitute a breach of this Article if the Union or any of its officers instigated, authorized, condoned, sanctioned or ratified such action. "Unauthorized picketing," as used herein, shall mean any action, which has the effect of preventing bargaining unit members from reporting to or continuing work.

Section 2. The bargaining unit members will not, under any circumstances or for any reason, call or encourage any strike, slowdown, concerted abuse of leave, unauthorized picketing or any other interruption of work. The bargaining unit members will not engage in such activities in sympathy for or in support of any other employees or union. The City has the right to discipline or discharge a bargaining unit member who violates this provision.

Section 3. Other than disciplinary action against a bargaining unit member, any alleged violation of this Article shall be resolved in a court of competent jurisdiction and shall not be subject to the grievance and arbitration procedure under this Contract.

Section 4. The City will not engage in any lock-out during the term of this Agreement.

ARTICLE 8

COMPLIANCE WITH THE CITY'S PERSONNEL RULES AND REGULATIONS, ADMINISTRATIVE RULES AND POLICIES AND POLICE DEPARTMENT RULES AND REGULATIONS, GENERAL ORDERS, AND DIRECTIVES

Section 1. All sections of the City's Personnel Rules and Regulations, Administrative Rules or policies, and Police Department Rules and Regulations, General Orders, and Directives, including any amendments thereto, are applicable to the bargaining unit members unless there is an express conflict between the City's Personnel Rules and Regulations, Administrative Rules, or policies and the Police Department Rules and Regulations, General Orders, and Directives, and this Agreement, in which case this Agreement shall apply. Rules and regulations shall be formulated and implemented by the City as deemed necessary for the operation of the Police Department in an orderly manner.

Section 2. Each member of the bargaining unit will be provided via access to the Department's Intranet Site with the Police Department Rules and Regulations, General Orders, and Directives formulated subsequent to the execution of this Agreement. The two FOP representatives will be advised in writing of any changes in the City's Personnel Rules and Regulations, Administrative Rules, and policies and the Police Department Rules and Regulations, General Orders, and Directives impacting terms and conditions of employment within ten (10) calendar days after formal adoption or as soon as practical thereafter.

Section 3. In the event of any conflict between the City's Personnel Rules and Regulations, Administrative Rules, and policies or the Police Department Rules and Regulations, General Orders, and Directives, the Police Department Rules and Regulations, General Orders, and Directives shall prevail.

ARTICLE 9

GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. In a mutual effort to provide a harmonious working relationship between the parties to this Agreement, it is agreed to and understood by both parties that there is a procedure for the resolution of grievances between the parties arising from any alleged violation of a specific term of this Agreement.

Section 2. For the purpose of this Agreement, a grievance is defined as a dispute, claim or complaint that any bargaining unit member (grievant) or the Union may have as to the interpretation, application, and/or alleged violation of some express provision of this Agreement which is subject to the Grievance Procedure.

Section 3. Nothing in this Agreement shall be construed to prevent any grievant from presenting, at any time, his/her own grievance in person or by a representative to the City and having such grievance adjusted without the representation of the bargaining agent; provided the adjustment is not inconsistent with the terms of this Agreement. If the grievant requests Union representation, the grievant will notify the City. It is the responsibility of the City to notify the Union of any meeting beginning at Step 1 of this procedure called for the resolution of such grievance.

Section 4.

A. Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with, and can only be extended by mutual agreement of the parties in writing. Any grievance shall be considered settled at the last level considered if the grievant fails to timely process the grievance.

B. The commencing of legal proceedings against the City in a court of law or equity, or before the Public Employee Relations Commission, for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and

shall be a waiver by the party commencing the proceeding of its right to resort to the grievance and arbitration procedure contained in this Article and any grievance that has already been filed over the same subject will be dismissed. Except as otherwise specifically provided, the Grievance and Arbitration Procedure is the sole remedy for any alleged violations of this Agreement. It is the intent of both parties that the same issue not be heard under both the Arbitration Procedure and before PERC or a court.

Section 5. All grievances must be in writing and must contain the following information:

- (1) Article and Section of the Agreement alleged to have been violated;
- (2) A full statement of the grievance, giving facts, dates and times of events, and specific violations with the remedy or adjustment desired;
- (3) Signature of grievant or the Union representative and date signed; and
- (4) Signature of the Union representative (must be a designated official) if the grievant requests Union representation.
- (5) All witness statements, evidence and facts that will be used by management and/or the arbitrator to render an informed decision must be submitted at Step 2.

Any grievance not containing in the information set forth above may be processed through the grievance procedure, at the discretion of the City, but shall not be subject to arbitration absent the mutual consent of the parties.

Section 6. Grievances shall be processed in accordance with the following procedures:

STEP 1: The grievant shall present in writing his/her grievance to the grievant's immediate supervisor within fourteen (14) calendar days of the occurrence of the action giving rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The supervisor shall reach a decision and communicate in writing to the grievant within fourteen (14) calendar days from the date the grievance was presented to him/her. Failure of the

supervisor to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 2.

STEP 2: If the grievance is not settled at the first step, the grievant, within fourteen (14) calendar days of the answer in Step 1, or if no answer was received under Step 1, within fourteen (14) calendar days of the date the answer was due, may appeal the grievance to the Police Chief or the Police Chief's designee. The Police Chief or designee shall investigate the alleged grievance and shall, within fourteen (14) calendar days of receipt of the written grievance, conduct a meeting between the Police Chief, other City representatives as necessary, the grievant and the grievant's Union representative. The Police Chief or designee shall notify the grievant of a decision no later than fourteen (14) calendar days following the submission of the grievance at Step 2. Failure of the Police Chief to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 3.

STEP 3: If the grievant does not settle his/her grievance in Step 2, the grievant, within fourteen (14) calendar days of the answer in Step 2, or if no answer was received under Step 2, within fourteen (14) calendar days of the date the answer was due, may appeal the Step 2 answer to the City Manager. The City Manager, or designee, shall investigate the grievance as appropriate and shall, within fourteen (14) calendar days of receipt of the written grievance, conduct a hearing or meeting between the City Manager, other City representatives as needed, the grievant and the grievant's Union representative. The City Manager shall notify the grievant in writing of a decision not later than fourteen (14) calendar days following the submission of the grievance at Step 3. Failure of the City Manager to timely respond shall be considered a denial of the grievance and shall entitle the grievant to appeal to Step 4.

STEP 4: If a grievance, as defined in this Article and which complies with Section 8 and complies with the time limits, has not been satisfactorily resolved within

the grievance procedures, the grievant may, within fourteen (14) days after the response is received at Step 3 of the Grievance Procedure, request a panel of seven arbitrators from the Federal Mediation and Conciliation Service (“FMCS”). A copy of the written request will be provided to the City Manager.

Section 7. Upon receipt of the list, each party shall alternate striking arbitrators, beginning with the party who requested the arbitration panel. The last remaining arbitrator shall be the neutral arbitrator to hear and rule upon the grievance. The parties can mutually agree to change to the American Arbitration Association during the term of the Contract.

Section 8. The following general rules are applicable to this Article:

A. Any grievance involving suspension or termination must be filed with the City Manager at Step 3 within fourteen (14) calendar days of the receipt by the employee of the written notice of suspension or termination.

B. The grievant may abandon or settle a grievance. Grievances settled under this Article shall be non-precedent setting and cannot be offered as evidence or precedent in any subsequent arbitration case unless the Union and the City mutually agree in writing that the grievance is precedent setting.

C. No grievance can be amended or supplemented after the initial management response at Step 2 (Step 3 if it involves a suspension or termination) without the written consent of the City Manager.

D. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.

E. The arbitrator shall have no power to establish wages, rates of pay for new jobs, or to change any wage, unless the arbitrator is specifically empowered to do so by both parties.

F. The arbitrator shall have only the power to rule on grievances arising under this Agreement, as defined under Section 2 and which comply with the requirements of Section 5 and all time limits established by this Article.

G. The arbitrator shall determine each dispute in accordance with the terms of this Agreement and in accord with a Submission Agreement, if one can be agreed to. If there is no Submission Agreement, then the arbitrator will rely on the grievance as written under Step 2 of Section 6 (Step 3 if the grievance involves a suspension or discharge).

H. In disciplinary and discharge cases, the burden of proof is on the City. The City agrees that it shall honor and affirm to following due process and just cause for discipline. In contract interpretation cases, the burden of proof is on the grievant. In all cases except criminal cases, the “greater weight of the evidence” standard is applicable. If the grievant is accused of criminal conduct, the clear and convincing evidence standard will apply. The arbitrator shall not substitute his judgment for that of the City as to the wisdom or the degree of severity of the disciplinary action imposed, except as set forth in the last paragraph of this subsection. The arbitrator’s inquiry shall be limited to the following:

- (1) Whether the rule alleged to have been alleged violated was articulated in a format that persons of reasonable intelligence can easily understand;
- (2) Whether the City possessed evidence of the misconduct before imposing the discipline ultimately imposed;
- (3) Whether the employee is guilty of the misconduct as charged;
- (4) Whether the discipline imposed is consistent with that imposed upon other employees who have the same or a similar offense under the same or similar circumstances, and who have similar disciplinary and employment records. If the discipline imposed is more severe than that previously imposed upon employees who have committed the same or a similar offense under the same or similar circumstances, and who have similar disciplinary records, whether the City notified employees of the change in disciplinary policy prior to the occurrence of the act being disciplined;

- (5) Whether the City has demonstrated upon the record that it has considered the severity of the punishment with regard to the nature and severity of the offense, the circumstances under which the offense was committed, the employee's past disciplinary and employment record, the length of the employee's tenure with the City, and whether the employee was under probation at the time of the offense was committed;
- (6) Whether the City has demonstrated upon the record that the degree of punishment which it has imposed was not selected at random or without reason (arbitrary), and that the degree of punishment did not arise from caprice (arbitrary);
- (7) Whether the City has demonstrated on the record that the degree of punishment which it has imposed is consistent in that it is not apt to change suddenly or unpredictably (capricious), and is not inconsistent (capricious); and
- (8) Whether the City has demonstrated on the record that the degree of punishment which it has imposed is within that range of punishment for the offense under the circumstances upon which reasonable men can agree, notwithstanding that reasonable men might disagree upon the specific punishment imposed under the given circumstances.

I. If the arbitrator finds that the City has complied with H(1) through H(8), above, the discipline determined by the City shall be upheld. However, if the arbitrator finds that the City has not complied with H(1) through H(8), the arbitrator may determine the appropriate level of penalty.

J. The arbitrator shall deduct any unemployment compensation received by the grievant from back wages in a suspension or discharge case.

K. When back pay is awarded, no damages, interest, costs or attorney's fees will be added to the back pay. Back pay awards shall not be retroactive for more than fourteen (14) calendar days prior to the filing of the grievance. For any other award authorized by this Contract, no additional monies, interest, costs or attorney's fees will be added.

L. Unless the parties agree in writing to the contrary, only one grievance may be submitted to an arbitrator at any one hearing.

M. Upon request, the arbitrator shall rule on arbitrability before issuing a decision on the merits. If a lawsuit is filed over arbitrability, the arbitration shall not commence until the suit has terminated in the trial court.

Section 9. The arbitrator's decision shall be final and binding on the Union and on all bargaining unit members and on the City, provided that the arbitrator's decision is not outside or beyond the scope of the arbitrator's jurisdiction and authority as set forth in this Agreement.

Section 10. Each party will be responsible for one-half (1/2) of the arbitration bill. Expenses for witnesses, attorneys, and requested transcripts shall be borne solely by the party requesting and/or utilizing them, unless the law applicable to the dispute or the Agreement provides otherwise. If a transcript of proceedings is requested by the arbitrator, the parties will share the cost of the transcript and one copy.

Section 11. To the extent permitted by law, access to the arbitration process herein is limited to the FOP.

ARTICLE 10

PROBATIONARY PERIOD

Section 1. The standard probationary period for all bargaining unit members on probationary status shall be twelve (12) months from either of the following, whichever is later: (a) the date of hire; (b) the date of law enforcement officer state certification; (c) the date of demotion from a non-probationary position. Bargaining unit members promoted to a higher rank shall serve a promotional probationary period of six (6) months. Should the Police Chief find just cause to not retain the bargaining unit member in their promoted position during or at the end of the promotional probationary period, the bargaining unit member shall be returned to their previous rank at their appropriate rate of pay and benefits. A promoted bargaining unit member that is returned to their previous rank during or at the end of their promotional probationary period shall not serve a standard probationary period upon returning to their previous rank. The probationary period excludes periods of time that the bargaining unit member is deployed for military services.

Section 2. Prior to the expiration of the time period as outlined in Section 1, the Police Chief will make a recommendation for retention of the bargaining unit member in a regular status position. The Police Chief, at his sole discretion, may extend the probationary status of the bargaining unit member for a period not to exceed six (6) additional months. The Chief must specify in writing as to what the performance problems are. In this event, the Chief will provide a reasonable notice to the bargaining unit member on probationary status that his/her probationary period is being extended. The Police Chief will endeavor to utilize this option only in exceptional circumstances. The failure of the bargaining unit member to pass or complete probation shall not be appealable to any authority, nor shall such be subject to the grievance procedure contained in this Agreement.

Section 3. A bargaining unit member's probationary period shall be tolled and extended during any time period that the bargaining unit member is not at work performing his/her regular normal duties for more than thirty (30) calendar days (e.g., leave, light duty, and worker's compensation leave). The probationary period will commence running only when the bargaining unit member returns to his/her normal duties. In cases of performance problems, the Chief may extend the probationary period for bargaining unit members on probationary status for a period not to exceed six (6) additional months. The Chief must specify in writing as to what the performance problems are. In this event, the Chief will provide a reasonable notice to the bargaining unit member on probationary status that his/her probationary period is being extended. The Chief under unusual or exigent circumstances may also extend the probationary period of a bargaining unit member on probationary status such as: (1) where at the time the probationary period would normally expire, there is an ongoing Internal Affairs investigation of the bargaining unit member on probationary status. Said investigation which is non-criminal in nature must be completed prior to the expiration of the extension; (2) where at the time the probationary period would normally expire, the Department is aware of possible disciplinary action involving the bargaining unit member. When a bargaining unit member's probationary period is extended due to performance problems, the Chief of Police will provide the bargaining unit member with a statement as to those areas of performance that need to be improved in order for the bargaining unit member to be granted regular status. In the event the bargaining unit member is ultimately separated from employment during the extended probationary period for the reason or reasons that caused the extension of his/her probation, the separation shall not be subject to the grievance, or appeal procedure contained in this Agreement.

Section 4. Any matters of discipline, termination and layoff due to reduction in force shall not be subject to the grievance or appeal procedure contained in this Agreement by

bargaining unit members on probationary status. The City may, at its sole discretion, discipline or terminate any bargaining unit member during the probationary period.

Section 5. Bargaining unit members who have not successfully completed their Field Training Officer Program are not eligible for shift bidding.

ARTICLE 11

DISCIPLINE

Section 1. The parties recognize that the interest of the community and the job security of the employees depend upon the City's success in providing proper and efficient services to the community. To this end, the City and Union encourage to the fullest degree, employee behavior which is positive and supportive of the goals of effective municipal management and public safety. The parties recognize the need for progressive and appropriate discipline when a bargaining unit member's conduct and job performance are inconsistent with said goals.

Section 2. No bargaining unit member shall be terminated without just cause.

Section 3. Progressive, consistent and appropriate discipline will be administered according to the seriousness of the offense. The loss of pay in reassignment shall be considered as part of the determination of the disciplinary action. Disciplinary action may include:

- (a) Documented Oral Counseling
- (b) Letter of Counseling
- (c) Written Reprimand
- (d) Suspension – At the option of the suspended bargaining unit member, the suspended bargaining unit member may work all or a portion of the suspension period with forfeiture of equivalent time through accumulated personal leave in lieu of suspension period.
- (e) Demotion
- (f) Dismissal
- (g) Payment to the City for intentionally lost or intentionally damaged equipment.

Such payment shall be made through payroll deductions.

(h) Training. Training costs shall be paid by the disciplined bargaining unit member to the City.

Section 4. A Notice of Disciplinary Action shall be provided to the bargaining unit member. Bargaining unit members will also be advised in writing for the basis of any disciplinary action resulting in loss of pay or benefits as provided herein.

ARTICLE 12

HOURS OF WORK AND OVERTIME

Section 1. The standard work week for bargaining unit members shall be 84 hours in a 14-day period. All time worked in excess of 84 hours in a 14-day period shall be considered overtime for which bargaining unit members will be paid at the rate of one and one-half times their normal hourly rate. Only actual time worked will be considered for purposes of calculating overtime, however, the Chief of Police may allow one 12-hour exemption per pay period. No pyramiding of overtime is allowed. Bargaining unit members' hours of work, including starting and ending times for each shift, shall be at the sole discretion of management. Bargaining unit members shall comply with all administrative and accounting procedures established by the City.

Section 2. In lieu of paid overtime, bargaining unit members may be offered compensatory time off equal to time and one half the hours worked. The bargaining unit member being offered compensatory time may at their sole discretion, accept the compensatory time in lieu of being paid overtime. The Department reserves the right to staff events for operational needs using compensatory time, but is not obligated to staff the event if overtime funds are not authorized. The bargaining unit member may accrue up to a maximum of 120 hours compensatory time; however, the Chief of Police can authorize an additional 12 hours up to 132 hours at the Chief's discretion. Bargaining unit members shall comply with all administrative and accounting procedures established by the City. Scheduling of compensatory time off shall be in accord with the procedures in Article 17.

Section 3. Bargaining unit members who have left the work place and who are ordered or otherwise directed to return to work more than one (1) hour after completing their scheduled shifts shall be paid for all hours worked at straight time or overtime rates, whichever is applicable, with a minimum of two (2) hours paid per day. This provision shall not apply in

those instances when the overtime commences one (1) hour or less prior to, or runs continuously with, the bargaining unit member's regular shift, or where the bargaining unit member is called back to work to rectify his/her own error or omission which cannot wait until the bargaining unit member's next shift. In such instances, the bargaining unit member shall not be entitled to the two (2) hours minimum. The two (2) hours paid shall include all travel time by the bargaining unit member regardless of the amount of time actually spent working the call out(s).

Section 4. Court appearances required of bargaining unit members which arise out of the bargaining unit member's performance of his/her duties and responsibilities for the City, occurring outside of a bargaining unit member's regular shift, shall be compensated at straight time or overtime rates, whichever is applicable, with a minimum of three (3) hours paid per day. The three (3) hours paid shall include all travel time by the bargaining unit member, regardless of the amount of time actually spent at the court appearance(s). All payments of any type or sort, including witness fees, mileage checks or checks issued through the witness aid services shall be endorsed and turned into the City.

Section 5. Bargaining unit members placed in an on-call status shall be required to leave a telephone number/cell phone number where he/she can be reached. The bargaining unit member must remain within the geographical residency area in order that he/she may be able to return promptly to work if called. Bargaining unit members will not be compensated for time spent in on-call status.

Section 6. Special duty assignments are those that are compensated by any person, entity, or governmental body other than the City. Such assignments will be made at the discretion and direction of the Police Chief, provided, however, that such time shall not be counted as hours worked for the purpose of calculating overtime. The rate of pay and administrative fee for special duty assignments shall be set by the Police Chief. Bargaining unit members shall be allowed to select special duty assignments prior to selection by non-

bargaining unit members except in exigent circumstances. Payments from vendors as compensation for special duty assignments will be paid directly to the City. The special duty assignment compensation will be paid to the bargaining unit member with a separate check with all requisite deductions from the City. Such compensation for special duty assignments shall not be included in the calculation of pension benefits.

Section 7. Assignment of overtime: The City reserves the right to schedule compulsory overtime necessary to complete the police mission. Overtime shall be assigned at the discretion of the Chief of Police or his/her designee.

Section 8. Shift assignments, including but not limited to, hours of assignments, days off, shift rotation lengths, shall be determined by the Chief, or his/her designee, to allow for flexibility of the department to address the police mission. The determination of daily and weekly work schedules including beginning, ending, and meal break times shall be established by the Chief or his/her designee.

Section 9. Patrol shift assignments for bargaining unit members shall not exceed a period of one year. The City shall publish and post patrol shift assignments at least seven (7) calendar days in advance of assignment. Posted schedules shall include, but not be limited to, the hours of the assignment and the days off. Posted schedules are subject to change due to staffing requirements, or to allow the Department the flexibility to address public safety issues as determined by the Chief of Police or his/her designee. The City will make a reasonable effort to provide revised assignment schedules during the calendar years to reflect changes. The Chief of Police or his/her designee may temporarily assign a bargaining unit member to specific duties that are not subject to the durations requirements of this section.

ARTICLE 13

LEAVES OF ABSENCE

Section 1. Bargaining unit members will be afforded military leave and family medical leave pursuant to City policy and applicable federal and state laws.

Section 2. During the term of this Agreement, each bargaining unit member shall be granted three (3) days of bereavement leave at his/her regular rate of pay in the event of death of the bargaining unit member's mother, father, spouse, brother, sister, son, daughter, grandchild, mother-in-law, father-in-law, or the employee's natural grandparents. Extended leave for funerals outside the state may be granted by the Police Chief. The Police Chief reserves the right to require documentation supporting bereavement leave upon the bargaining unit member's return to work. Bargaining unit members who take unauthorized bereavement leave, or who take bereavement leave other than for its intended purpose, shall be subject to discipline up to and including termination.

Section 3. The City agrees to pay bargaining unit members who become disabled due to a job-related injury the full amount of their regular pay for their regularly scheduled hours for the first twenty-eight (28) calendar days of the disability. Thereafter, bargaining unit members shall receive benefits in accordance with Chapter 440, Florida Statutes. If the disability extends beyond twenty-eight (28) calendar days, a bargaining unit member shall reimburse the City for the workers compensation benefit that was received for the first twenty-eight (28) days of disability. Light duty, if available, will be only on a temporary basis and offered at the discretion of the City.

Section 4. Leave of absence with or without pay, other than leave mandated by federal or state law, 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. General leaves may not be granted for more than ninety (90) days.

Extensions to general unpaid leaves of absences must be requested in writing for the Chief's approval and cannot exceed an additional ninety (90) days.

Section 5. Applicable paid leave must be utilized prior to authorization of unpaid general leaves of absences.

Section 6. Bargaining unit members who are on a duly authorized compensated leave of absence shall continue all benefits as provided in this Agreement. Bargaining unit members on uncompensated leave for fifteen (15) calendar days or less shall continue to receive benefits as provided in this Agreement.

Section 7. A bargaining unit member who falsifies his/her reason for requesting a leave of absence or varies the reason without permission of the Chief may be disciplined up to termination. It is agreed that these actions automatically constitute just cause for discharge. Thus, although a bargaining unit member may proceed to arbitration over a dismissal based on these grounds, if an arbitrator finds the bargaining unit member engaged in said conduct he/she shall automatically uphold the termination and shall have no authority to modify it in any way.

Section 8. The City shall provide military leave for the purposes of training to those employees serving in the Reserves of the United States Armed Forces or the National Guard as required by law. The City shall provide bargaining unit members with compensation based upon the following criteria:

A. Military training that is compulsory for those bargaining unit members shall be considered time worked, and the bargaining unit member compensated at their base rate of pay, as specified in Section 115.07, Fla. Stats. An annual period is defined as a calendar year.

B. Military training that is voluntary shall not be considered time worked for the purposes of compensation.

C. Bargaining unit members serving in the reserves shall receive all other accrued benefits and credited service towards retirement as specified in Section 185.02(5), Fla Stats.

D. Bargaining unit members who are reservists, and are called into active military service shall receive full pay for the first thirty (30) days; and the next thirty (30) days they shall receive a supplement to their military pay in the amount that would bring the combined total to an amount equal to their regular pay as an employee, as permitted under Section 115.09, Fla Stats.

Thereafter, for an additional twelve (12) months the bargaining unit member will receive a supplement to their military pay in the amount that would bring the combined total to an amount equal to their regular pay as an employee. Any bargaining unit member continuing active service beyond the additional twelve (12) months shall be considered extenuating circumstances and will be brought before the City Council for consideration of approval to continue supplemental pay to their military pay.

E. The City may adjust a bargaining unit member's days off within a specific two week pay period so that the bargaining unit member's days off would fall on the weekend or days that are the reservist's regularly scheduled military training. The bargaining unit member shall notify the employer through their respective supervisors, as soon as practicable, of all scheduled training.

ARTICLE 14

HOLIDAYS

Section 1. The following days are designated holidays during the term of this Agreement:

New Year's Day

Independence Day

Thanksgiving Day

Day After Thanksgiving Day

Christmas Day

Section 2. If a bargaining unit member is required to work on a designated holiday, the bargaining unit members will be paid for all hours worked on the holiday at double the bargaining unit member's straight time rate. In order to qualify for holiday pay on an observed holiday, the bargaining unit member must have worked his last scheduled shift preceding the observed holiday, and the first scheduled shift succeeding the observed holiday.

Section 3. All bargaining unit members shall accrue one hundred thirty-two (132) holiday hours annually, over twenty-six (26) pay periods, at the rate of 5.07 hours per pay period. Bargaining unit members may accumulate up to one hundred thirty-two (132) hours of holiday time. Once the accrued balance reaches one hundred thirty-two (132) hours, no further accruals of holiday leave will be added until the balance falls below one hundred and thirty-two (132) hours.

ARTICLE 15

FRINGE BENEFITS

Section 1. The bargaining unit member may purchase benefits from the “cafeteria” of benefits made available by the City. These benefits may include:

1. Health, vision and dental insurance
2. Life Insurance
3. Disability Insurance

The bargaining unit member will make a selection of benefits during the annual designation period. The cost of benefits will be paid by the bargaining unit member through payroll deduction.

Section 2. The City shall have the exclusive right to determine the administrators of the Section 457 plan offered. The administration of any selected plan shall comply with the applicable IRS codes, rules and regulations.

Section 3. The City shall have the exclusive right to determine the cafeteria of benefits made available by the City. The City will continue to pay FICA, unemployment tax, and workers’ compensation.

Section 4. The parties agree that all members of the bargaining unit will have the option of selecting the same health, vision and dental insurance plan and disability insurance, with the same benefits, deductibles, co-payments and City contributions to the cost of the health and dental insurance plan, as offered to all other City employees receiving a fringe benefit allowance.

Section 5. The City agrees to pay the cost of a group long-term disability policy for each bargaining unit member. The City shall have the exclusive right to determine the long-term

disability insurance carrier, given that the benefits provided are comparable to the policy in effect on the effective date of this agreement.

Section 6. The City agrees to deduct once each pay period the premium amount of a short-term disability insurance policy of bargaining unit members who individually and voluntarily certify, in writing, that they authorize such deductions. The City agrees to transmit these monies, but will take no further steps, nor will be responsible for any portion of, or item connected to, a short-term disability insurance policy purchased by the bargaining unit member.

Any changes in the amount of the short-term disability premium amount must be made known to the City in a time reasonable to allow the City to make the necessary technical and administrative payroll changes and program adjustments. Any bargaining unit member may change or withdraw his deduction in accordance with federal requirements and at least thirty (30) days written notice to the City and must comply with the insurance carrier's procedure for canceling coverage.

ARTICLE 16

RETIREMENT

Section 1. The City will provide the current Section 185 pension plan for all bargaining unit employees in accordance with adopted City Ordinance 11-02, which shall be entered as an addendum to this agreement.

Section 2. The benefits of the 185 pension plan shall remain equal to or better than those provided under the Florida Retirement System, Special Risk, as required by Florida Statutes.

Section 3. The City of Marco Island Police Officer's Pension Plan (the "Plan"), as codified in the City's Code of Ordinances, Chapter 32 - Law Enforcement (Sections 32-31 through 32-54) shall remain in effect for all full-time bargaining unit employees who are certified as police officers in the State of Florida except as set forth below, with the following changes becoming effective upon the ratification date of this Agreement.

A. In accordance with F.S. 185.35(1)(g), the parties mutually consent to the allocation of Chapter 185 premium tax revenues for every annual distribution as follows: \$137,352.30 of all F.S. 185 premium tax revenue funds received by the Plan shall be applied towards reducing the City's annual required pension contribution as specified in the most recent actuarial valuation report prepared by the Plan's actuary and adopted by the Plan's Board of Trustees annually. All accumulated but unused Chapter 185 premium tax revenues in the Plan as of the ratification of this Agreement, if any, shall be applied to reduce the City's annual required pension contribution.

B. The employee contributions shall remain at 0.5% of pensionable compensation. Pensionable compensation shall be defined under the law and shall include but not limited to the Fringe Benefit Article 15 Section 7.

C. Plan modifications cannot affect Plan members who are either retired or eligible to retire.

D. Establishment of Defined Contribution Plan. Pursuant to Ch. 2015-039, Laws of Florida, a Defined Contribution Plan (“DC Plan”) component shall be established as an element of the Plan and shall exist in conjunction with the defined benefit component that meets minimum benefits and minimum standards. It shall be established consisting of individual member accounts in accordance with the applicable provisions of the Internal Revenue Code and related regulations and are limited to the contributions, if any, made into each member’s account and the actual accumulated earnings, net of expenses, earned on the member’s account. The parties agree that the DC Plan will be funded using 50% of all premium tax revenues received each year in excess of \$137,352.30 (i.e., the “frozen amount”), the remaining 50% is to be used to fund the section 185 pension plan.

Section 4. A bargaining unit member may purchase pension service credit for service in the Armed Forces of the United States, the United States Merchant Marine, or service as a police officer for an employer prior to employment by the City of Marco Island as set forth in the City of Marco Island Code of Ordinances.

ARTICLE 17

PERSONAL LEAVE TIME

Section 1. **ACCRUAL:** Employees are eligible to use accrued leave time after completing six (6) months of service. During the first six months of employment, a maximum of two (2) personal leave days may be used. Personal Leave will be accrued as follows:

<u>Years of Service</u>	<u>Hours Accrued Annually</u>	<u>Maximum Accrual Hours</u>	<u>Minimum Hours Utilized Per Year</u>
0 – 2 Years	188	720	28
3 – 5 Years	212	720	84
5 – 9 Years	236	720	132
10 + Years	260	720	180

Personal Leave shall not be granted or used in advance of being accrued. The personal leave year shall be January 1 through December 31. The maximum accrual of Personal Leave is 720 hours. With the exception of staffing emergencies as approved by the Chief of Police, once the balance reaches 720 hours, no further accruals will be added until the balance falls below 720 hours. Scheduled leave cancelled by the Department due to an emergency will not be lost.

Section 2. **SCHEDULING:** Bargaining unit members shall have preference in selecting their personal leave period(s) on a first-come, first-serve basis. If more than one bargaining unit member requests the same time off and the requests are made on the same day, seniority shall determine who receives the time off. Personal leave requests exceeding forty-eight (48) or more consecutive hours shall be requested at least thirty (30) days prior to the selected personal leave. Personal leave requests may only be submitted a maximum of ninety (90) days prior to the requested time off. Earned personal leave shall be available during any part of the year.

Section 3. UNSCHEDULED USE OF PERSONAL LEAVE DAYS: Unscheduled use of personal leave days occurs when prior notice has not been provided to and approved by the department head according to departmental policy. Unscheduled use of personal leave days shall be recorded on the bi-weekly time sheets (PLU). Employees may have only three “occurrences” of unscheduled personal leave within the year (January 1 - December 31). Thereafter, each unscheduled absence shall require the use of two personal leave days in order to be compensated for one unscheduled personal leave day. If the employee does not have accumulated personal leave days, then the employee shall not be paid for the absence. An “occurrence” of an unscheduled use of a personal leave day may be one or more consecutive uninterrupted days. Scheduled days off are not considered to be an “interruption” of the occurrence. Absence of less than one-half of the work shift shall not be considered an “occurrence”.

Section 4. CASH CONVERSION OF ACCUMULATED PERSONAL LEAVE DAYS: For personal leave hours accumulated, bargaining unit members may elect to be paid in cash, at the current rate of pay, plus the fringe benefit allowance, provided that:

1. The bargaining unit member has completed at least one year of continuous employment with the City of Marco Island;
2. Bargaining unit member may only convert those hours in excess of four hundred (400) in the bargaining unit member’s personal leave account as of the date of the request for each payment;
3. Bargaining unit members are permitted to request a cash conversion in the months of July and December, or at the discretion of the City Manager. In the event that a bargaining unit member requests a cash conversion outside of the months of July or December and the request is denied, the denial is not subject to grievance or arbitration.

4. Bargaining unit members requesting to convert personal leave to cash shall utilize all required City of Marco Island provided forms and processes, submitting same through the bargaining unit member's chain of command.

ARTICLE 18
COMPENSATION

Upon ratification by Marco Island City Council:

Section 1.

A. Effective October 1, 2018, bargaining unit members' base wages will include the 10% fringe benefit allowance previously provided as a standalone benefit. Bargaining unit members who have received a satisfactory performance evaluation shall receive a 3% increase to their base pay and an additional 2% increase to their base pay, the latter of which is funded by the amount budgeted for special skills pay, for a combined 5% increase, provided the increase does not exceed the wage cap established in section E. Bargaining unit members who receive a satisfactory performance evaluation and who are at or exceed the wage cap established in section E shall instead receive a 5% lump sum payment, 2% of which shall be funded by the amount budgeted for special skills pay. These increases will be paid retroactively from the date of Marco Island City Council ratification until October 1, 2018. The retroactive reimbursement will occur within twenty-one days of Marco Island City Council ratification.

B. Effective October 1, 2019, all bargaining unit members who have received a satisfactory performance evaluation shall then receive a 5% increase to their base pay, provided the increase does not exceed the wage cap established in section E. Section D shall apply to bargaining unit members who are not at the wage cap maximum at the time of their evaluation, but will exceed the wage cap if they receive a 5% increase. Bargaining Unit members who receive a satisfactory performance evaluation and are at or exceed the wage cap established in section E shall instead receive a 5% lump sum payment. Base pay and lump sum payments will occur in the first paycheck subsequent to the first full pay period in November 2019.

C. Effective October 1, 2020, all bargaining unit members who have received a satisfactory performance evaluation shall then receive a 5% increase to their base pay, provided the increase does not exceed the wage cap maximum established in section E. Section D shall apply to bargaining unit members who are not at the wage cap at the time of their evaluation, but will exceed the wage cap if they receive a 5% increase. Bargaining Unit members who receive a satisfactory performance evaluation and exceed the wage cap established in section E shall instead receive a 5% lump sum payment. Base pay and lump sum payments will occur in the first paycheck subsequent to the first full pay period in November 2020.

D. In the second and third year of this agreement, as detailed in sections B and C above, Officers and Sergeants will receive a 5% increase in base pay, unless that increase results in exceeding the wage cap maximums established in section E. In such cases, bargaining unit members will receive a percentage increase in an amount less than 5% up to the wage cap maximum, and will receive the remaining percentage in a lump sum payment for the designated classification established in section E. An Officer or Sergeant who is at the base pay maximum established in section E during each year of this agreement shall receive a 5% lump sum bonus based on the base pay maximum for the designated classification established in section E.

E. Starting pay for Police Officers, regardless of experience, of 50,537.00, and for Sergeants, \$65,800.00, is established. Base pay maximums of \$81,804.17 for Police Officers, and \$95,410.00 for Sergeants are established. A police trainee wage of \$45,000 is established – a police trainee is an individual attending the basic police academy. A police trainee moves to starting Police Officer wage upon passing the State of Florida Law Enforcement Officer Exam.

F. One-time merit lump sum payment is not a modifier of base pay for the purposes of calculating hourly rate but is recognized as compensation for calculating retirement benefits. Lump sum payments are calculated using maximum base wage, not actual wage.

G. The parties conceptually agree to introduce a step pay plan for bargaining unit members. During the term of this agreement, the parties will attempt to develop such a pay plan for a successor agreement.

Section 2. A bargaining unit member receives a satisfactory evaluation when the member receives a rating of not less than 3.0 on rating scale up to 5.0.

Section 3. Bargaining unit members assigned by the Police Chief as Detectives shall receive an assignment pay premium payment of five percent (5%) of base pay. This premium pay and all other specialty position pay is non-pyramiding and shall not be used as a multiplier to base pay. The assignment pay premium continues while the selected members serve in the designated capacity and stops when the member is no longer assigned by the Police Chief to serve in such capacity. The Police Chief reserves the exclusive right to assign or remove bargaining unit members from any such assignment without notice. Such assignment or removal of assignment is not subject to grievance or arbitration.

Section 4. Bargaining unit members who are terminated shall not be eligible for the remuneration of the one-time pay or a pro-rated portion thereof. A one-time pay is defined as a lump sum payment occurring in the final month of the fiscal year or final pay period of service whichever occurs sooner. One-time pay is not a modifier of base pay for the purposes of calculating hourly rate but is recognized as compensation for calculating retirement benefits.

Section 5. Pursuant to Section 943.22, Fla. Stats., employees are compensated for higher education in criminal justice related programs. Employees receiving basic certification prior to July 1, 1980, receive \$25.00 per month; employees having a community college degree or equivalent receive \$30.00 per month; employees having a bachelor's degree receive an

additional \$50.00 per month; employees completing qualifying blocks of approved training as established by the State Career Development Program receive \$120.00 per month. The maximum aggregate amount any employee receives under Section 943.22, Fla. Stats is \$130.00 per month. The City of Marco Island provides payments as required under Section 943.22, Fla. Stats. These benefits are directed by State Law and are separate and apart from any other remunerations or compensation provided by the City of Marco Island. The parties recognize that should the State alter or cease this program, the City of Marco Island shall not be held responsible for continuing the payment of said funds.

Section 6. Special Skill Compensation.

1. When any bargaining unit member completes the requisite training and / or certification;
 2. Meets any requirements set forth by the Department;
- A. The Police Chief reserves the exclusive right to assign or remove bargaining unit members from any such designation without notice. Assignment or removal from special skill designator status is not subject to grievance or arbitration. In such event, the Police Chief shall provide an explanation to the bargaining unit member for the change. The Police Chief reserves the exclusive right to determine the maximum number of bargaining unit members entitled to the special skill compensation.
- B. Bargaining unit members requesting special skill designation shall request same in writing through their chain of command providing all requisite documentation to include but not limited to training, qualification and certification documents.
- C. Bargaining unit members who have not completed their mandated state certification and their Marco Island Police Department Field Training Officer program are not eligible for special skill compensation.
- D. Bargaining unit members agree that the City shall not be required to expend overtime funds to facilitate a bargaining unit member's training or certification to qualify for a special

skill designator, or to fulfill a requirement or condition of a designation. Should the Department do so based on the needs of the Community and/or Department, this shall not be considered precedence and is not subject to grievance or arbitration.

E. Bargaining unit members shall be compensated for their designated special skill(s) in the following manner: The member shall receive a one-time payment annually pro-rated to be the equivalent of the number of days a member is actively engaged in performing in their designated special skill capacity. Example: A member obtains certification and is designated as an FTO on the seventy-fifth day of fiscal year, therefore the member would receive a \$956.71 one-time pay ($\text{Skill Pay} / 365 \times \text{days in designation}$). This one-time payment is non-pyramiding. This one-time payment shall be paid in a lump sum in the last pay period of the fiscal year. Bargaining unit members who voluntarily leave the Marco Island Police Department in good standing without completing a full year of service (10/1 to 9/30) shall receive a pro-rated payment calculated on a per day of service completed basis in their final check. Bargaining unit members who are terminated shall not be eligible for the remuneration of the one-time pay or a pro-rated portion thereof. A one-time pay is defined as a lump sum payment occurring in the final month of the fiscal year or final pay period of service whichever occurs sooner. One-time pay is not a modifier of base pay for the purposes of calculating hourly rate but is recognized as compensation for calculating retirement benefits. This process would be repeated for each skill designated by the Chief of Police.

F. Bargaining unit members who are not designated by the Police Chief and required to perform these skills or skill-based duties occasionally or as a collateral duty shall not be eligible to receive this special skill compensation.

G. Skill Requirements:

- Field Training Officer: Requires successful completion of a forty hour (40) Field Training Officer class approved by the Chief of Police.

- Boat Operator: Requires successful completion of Florida Boat SMART Course, 160 hour (one hundred sixty) Marco Island Police Department Boat Operator training course and check-ride, and forty-eight hours (48) of underway time as boat operator in a fiscal year.
- Technology Support Specialist: Requires that the member will have demonstrated exceptional competence and utility, as designated by the Chief of Police, in the following Marco Island Police Department specific technology-based systems or software: software-based encryption systems, automated license plate reader systems (hardware & software), wireless data communications systems; radio communications (hardware & software), records management database systems, Arbitrator, NCIC / FCIC / CJIS / FINDER / LOJACK systems, laptop computer, desktop computer and server-based hardware and software troubleshooting, Crystal Report and FrontPage software functionality and the proficiency with the Microsoft Office suite of programs.
- DARE / SRO: Requires successful completion of DARE / SRO course as approved by the Chief of Police.
- Traffic or Vessel Homicide Investigator: Requires successful completion of a forty hour (40) advance vehicle or vessel crash investigation course approved by the Chief of Police.
- Instructor: Requires successful completion of an instructor level course of instruction as determined by the Chief of Police, designation as an agency instructor, and the instruction of at least one course of instruction during the fiscal year.
- Crime Prevention Specialist: Requires successful completion of a forty hour (40) crime prevention course as approved by the Chief of Police.
- Crisis Intervention Team: Requires successful completion of a forty hour (40) NAMI based curriculum Crisis Intervention course approved by the Chief of Police.

- Field Sobriety Testing: Requires successful completion of a twenty-four hour (24) NHTSA based curriculum standardized field sobriety testing (DUI or BUI) course approved by the Chief of Police.
- CPR/AED: Requires current CPR / AED certification as approved by the Chief of Police.
- Taser: Requires current Taser certification as approved by the Chief of Police.
- Shotgun & Patrol Rifle: Requires current Shotgun & Patrol Rifle certification as approved by the Chief of Police.

Skill Pay Table

<i>Effective 10/1/2018</i>			
DESIGNATION	AMOUNT	MAX	MIN
Field Training Officer	1200	8	4
Boat Operator	800	4	2
Technology Support Specialist	650	2	1
Dare / SRO	650	2	1
Traffic / Vessel Homicide Investigator	600	4	2
Instructor	500	4	2
Crime Prevention Specialist	500	2	1
Crisis Intervention Team	300	32	*
Field Sobriety Testing	300	32	*
CPR / AED	105	32	*
Taser	105	32	*
Shotgun & Patrol Rifle	105	32	*

*Any Certified

Section 7. Special skill compensation does not occur in year one (2018) of this agreement, as it is used to fund 2% of the wage increase, but will resume in years two (2019) and three (2020) of this agreement.

ARTICLE 19

EDUCATION ASSISTANCE

Section 1. Subject to appropriation by City Council, upon request of the bargaining unit member and approval of the Police Chief, the City may provide educational assistance to bargaining unit members for educational programs designed to enhance the value of the employee to the City. The City will continue to provide reimbursement of tuition, fees and textbooks required for approved course work or such other assistance as may be approved by the City Manager. The educational assistance program shall not be considered a right of bargaining unit members, but a privilege afforded those who are determined to be eligible and qualified. The courses that may be approved for reimbursement are those which:

1. Will directly improve the bargaining unit member's ability in his/her present position or increase his/her potential in a foreseeable future position with the City;
2. Course of study must have prior approval of the Chief of Police;
3. Courses for college credit must be taken at a regionally accredited college or university which has been approved by the Florida Department of Law Enforcement for salary incentives (if applicable);
4. Successful completion of the course with at least a rating of "satisfactory" or a grade of "C" or better ("B" or better for a graduate school course), or a rating of "Pass" on a pass/fail grading schema;
5. Bargaining unit members will be required to use off-duty time to attend courses, although on-duty time may be approved in certain circumstances where the mission of the department and the work related responsibilities of the bargaining unit member may be met through other means. Attendance during duty hours should not be considered "hours worked" unless such course is required by the City. It is the intent

of both parties that attendance which is not directed by the Chief of Police or attendance in an “off-duty” status shall not be included as hours worked for the City of Marco Island. Should any construction of the Fair Labor Standards Act determine otherwise, either party with reasonable notice may call for renegotiation of this Article.

6. The Chief of Police may require the bargaining unit member to reimburse the City for educational expenses if the bargaining unit member resigns within a two (2) year period of time following completion of the educational training.

7. College Courses: The City agrees to reimburse bargaining unit members for up to an annual maximum amount of \$2,500 including tuition and textbooks per calendar year. Reimbursement will be made in an amount equivalent to a portion of the tuition cost according to the following schedule:

Course Grade “C” – 100%

Course Grade “B” or “A” – 100%

Reimbursement will be made upon presentation of evidence showing proof that the above requirement has been met. Courses must be taken in pursuit of an associate or bachelor’s degree in law enforcement, criminal justice, business, professional studies or behavioral sciences, or a Masters degree in criminal justice, business or public administration.

8. The amount payable for reimbursement shall be the actual tuition paid, not to exceed the established credit hour rate of tuition as charged by Florida Gulf Coast University.

ARTICLE 20

VEHICLES AND EQUIPMENT

Section 1. The City shall provide and maintain any and all equipment necessary for an officer to perform his/her duties; provided, however, that it is the responsibility of all police officers utilizing said equipment to do so in a responsible and safe manner. Failure to do so may result in disciplinary action.

Section 2. Upon termination of employment, equipment issued will be surrendered by the bargaining unit member in like condition as when issued, reasonable wear and tear accepted. In the event the bargaining unit member is transferred or for any other reason leaves the employ of the department, he/she shall return all uniforms and equipment and City property to the department before the final paycheck will be issued. If the equipment is not returned or is in unacceptable condition, the cost of replacement or repair shall be deducted in accordance with applicable federal and state law. The City reserves the right to deduct amounts due for the cost of equipment repair or replacement from a bargaining unit member's accrued paid leave, in accordance with state and federal law.

Section 3. At the sole discretion of the Chief of Police, which will be determined on a case by case basis, the City may reimburse an employee for any personal property damaged or destroyed in the conduct of work except for customary wear and tear or in the event of negligence by the employee. Loss of less than \$15.00 value shall not be submitted and reimbursement will be capped at \$500.00 for any bargaining unit member within a one year period.

ARTICLE 21

RESIDENCY REQUIREMENTS

Section 1. All bargaining unit members are required as a condition of continued employment to live within a fifty (50) mile radius of the City of Marco Island. Any new employees that may be hired must establish a residency according to this requirement within six (6) months of the end of the probationary period. Failure of the employee to establish such residency within the time set forth above will conclusively be presumed to be a voluntary termination of employment.

ARTICLE 22

SENIORITY AND PERSONNEL REDUCTION

Section 1. Seniority shall be defined as the total length of continuous service with the Marco Island Police Department.

- A. Seniority shall accrue during all types of compensable leave approved by the City.
- B. Bargaining unit members lose their seniority as a result of the following:
 - 1. Termination
 - 2. Retirement
 - 3. Resignation
 - 4. Layoff exceeding twelve (12) months
- C. Seniority shall not accrue during approved or unapproved leaves of absences without pay or disciplinary suspension unless required by law.
- D. For the purpose of this Agreement, the types of seniority are:
 - 1. Departmental Seniority – the total length of continuous employment from the most recent date of hire as a Marco Island Police Officer.
 - 2. Classification Seniority – the total length of continuous employment within a particular job classification. In the event that a bargaining unit member is reduced in rank, for whatever reason, their classification seniority in the lower classification shall be considered continuous as though they had never left the lower classification.

Section 2. Assignment to day patrol shift or night patrol shift shall be based upon:

- 1. The needs of the community;
- 2. The needs of the police service as determined by the Police Chief;
- 3. Officers' requests;

4. Seniority; however, no bargaining unit member shall be assigned an unrequested shift for more than three consecutive assignments within a year based upon seniority only.
5. After considering the above factors, the decision of the Police Chief is final and shall not be subject to the grievance or appeal procedure contained in this Agreement.
6. Any bargaining unit member requesting an assignment other than that assigned by the Police Chief shall be granted a meeting with the Police Chief, upon request, to discuss the assignment.

Section 3. The City may, in its sole discretion, lay off a bargaining unit member or members due to lack of funds, lack of work, elimination of positions, material changes in job duties or organizational structure, or for any other reason.

Section 4. In the event of reduction in force, except for promotional probationary employees, probationary bargaining unit members shall be first laid off; any further reduction in force shall consider:

1. Bargaining unit member work performance as determined on the annual performance evaluation;
2. Bargaining unit member discipline record;
3. Bargaining unit member work specific knowledge, skills, abilities, education, certifications and training;
4. In the event considerations between two or more bargaining unit members are equal, seniority may be used to determine order of lay off.

Section 5. Bargaining unit members may be rehired upon the following considerations:

1. Bargaining unit member work performance as determined on the annual performance evaluation;
2. Bargaining unit member discipline record;
3. Bargaining unit member work specific knowledge, skills, abilities, education, certifications and training.

ARTICLE 23

PROMOTIONAL PROCESS

Section 1. Criteria for promotions for all ranks below Lieutenant will be established, altered, and administered by the Chief of Police. Such criteria shall be set forth in writing and be distributed to the bargaining unit members eligible for promotion. Promotions shall be made strictly in accordance with the criteria established below and posted in advance:

1. The Chief or his designee will post position with criteria and interrogatories
2. Candidate shall submit resume package with qualifications for available position.
This package may include responses to posted interrogatories.
3. Personnel file review to determine qualified candidates.
4. A five-member panel will be selected by the Chief of Police to conduct interviews of qualified candidates. The panel will consist of three members of the Marco Island Police Department and two members from an outside agency.
5. Command staff interview. (Optional)
6. The Chief of Police shall have the final decision on candidate chosen for promotion and is not subject to the grievance or appeal procedure contained in this Agreement.

ARTICLE 24

SPECIAL ASSIGNMENTS

Section 1. Assignments to any position to, including but not limited to, Detective, School Resource Officer, Marine Officer and Officer in Charge shall be considered temporary with no vested property rights. Temporary assignments shall be determined by the Police Chief and are not subject to the grievance and appeal procedure contained in this Agreement.

ARTICLE 25

SUBSTANCE ABUSE

Section 1. All members of the bargaining unit shall be subject to the City's Drug Free Work Place Policy. All bargaining unit members shall also be subject to random drug and/or alcohol testing. The selection of bargaining unit members for random testing shall be made by an outside agency through the use of an unbiased selection procedure. Random tests shall be unannounced and shall be spread among bargaining unit members reasonably throughout the year; provided, however, that all bargaining unit member names will be entered into a random name selection program whereby the bargaining unit member could be selected to take more than one drug test annually or not be selected at all.

Section 2. The Police Chief or his designee shall be responsible for arranging that the employee is relieved of duty and sent or transported to the test site. If the selected employee is on leave, the selection shall be kept confidential until the employee returns to work.

Section 3. All tests will be made in accordance with the standards set forth in Section 440.102 (5) and (6), Florida Statutes. Bargaining unit members who refuse to take a random test as directed, or who test positive, will be disciplined up to and including termination.

ARTICLE 26

BULLETIN BOARDS

Section 1. 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.

Section 2. The Union agrees that it shall only use space on the bulletin board for FOP purposes.

Section 3. All costs incidental to preparation and posting of Union material shall be at the expense of the Union. The Union is responsible for posting and removing material from the bulletin board and for maintaining such bulletin board in an orderly fashion.

Section 4. Use of bulletin boards shall be for the following purposes: Notices of union meetings, union elections, reports of union committees, union recreation and union social events, minutes of union meetings, and other union documents.

Section 5. The bulletin board shall not be used for posting political endorsements or criticism of public officials.

Section 6. All material posted on the bulletin board shall be initialed by the FOP representative and approved by the Chief of Police or designee prior to posting.

ARTICLE 27

AMENDMENTS

Section 1. This Agreement may be amended at any time by the mutual consent of the parties, but no such attempted amendment shall be of any force or effect until placed in writing and ratified by the FOP and the City.

ARTICLE 28

SEVERABILITY AND WAIVER

Section 1. Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement. In the event any clause or clauses are determined to be in violation of any law, the remaining provisions of this Agreement shall continue in full force and effect. In such case, the parties shall meet within 30 days to address the matter. The exercise or non-exercise by the City or the FOP of the rights covered by this Agreement shall not be deemed to waive any such right or exercise of them in the future.

ARTICLE 29

DURATION

Section 1. This Agreement, after ratification by both parties, shall be effective as of October 1, 2018, and remain in effect until September 30, 2021. Upon written notice to either party at least one hundred twenty (120) days before Agreement expiration, negotiations for a succeeding Agreement will commence within a reasonable time.

CITY OF MARCO ISLAND

FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE
INC.

By: City Manager

By:

Date

Date

By: City Attorney - As to form and legal sufficiency