



COLLECTIVE BARGAINING AGREEMENT BETWEEN

THE CITY OF FORT MYERS

AND THE

FLORIDA POLICE BENEVOLENT ASSOCIATION, INC.

GULF COAST CHAPTER

EFFECTIVE

OCTOBER 1, 2018 through SEPTEMBER 30, 2021

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PREAMBLE

This agreement made and entered into by and between the CITY OF FORT MYERS, hereinafter referred to as the "Public Employer", and the FLORIDA POLICE BENEVOLENT ASSOCIATION, INC., FORT MYERS CHAPTER, hereinafter referred to as the "Union", shall be an implementation of the provisions of Chapter 447, Florida Statutes and the Rules and Regulations adopted by the Public Employees Relations Commission of the State of Florida. Both parties to this agreement desire to improve employee efficiency and the quality of service rendered by Police Department employees to employer, City of Fort Myers, and to the public, to promote harmonious relations between employer and employees, and to enter into an agreement covering rates of pay, hours of work, and other terms and conditions of employment.

ARTICLE 1
RECOGNITION OF UNION

- 1.1 The Public Employer recognizes the Union as the exclusive collective bargaining agent with respect to rates of pay, hours of employment, and other conditions of employment pertaining to all employees in the bargaining unit hereinafter described.
- 1.2 The bargaining unit shall consist of all full-time police officers, holding the rank of Lieutenants and below, and Telecommunications Operator II and III.
- 1.3 The following classifications are used in this agreement:
 - A. Employee(s) - all members of the bargaining unit
 - B. Sworn Employee(s) - sworn police officers having basic arrest powers who are members of the bargaining unit
 - C. Non-Sworn Employee(s) - Telecommunications Operator II and III.
- 1.4 Membership in the bargaining unit shall be voluntary.
- 1.5 The Employee Organization recognizes the Mayor and City Council as the elected representatives of the City of Fort Myers and the City Manager as the Chief Administrator and the legally constituted authority responsible for determining the purpose, mission, and operation of the City.
- 1.6 Bargaining unit representatives shall be given reasonable time off from duty to conduct union business with the City. Bargaining unit representatives shall be given a reasonable amount of time while on duty to represent members of the bargaining unit in related personnel issues and to participate in collective bargaining sessions with the City. The number of representatives conducting PBA business while on duty shall be subject to staffing needs and calls for service of the Department.

ARTICLE 2
NON-DISCRIMINATION

- 2.1 The right of the employees to belong to, participate in, or refrain from belonging to the Union shall not be prohibited, abridged or interfered with by the union or the employer.
- 2.2 The Union will not discriminate with regard to representation of its members, or with regard to terms and conditions of membership because of race, color, creed, gender, sexual orientation, national origin, marital status, or political affiliation.
- 2.3 The City and the Union agree that the provisions of this Agreement shall be applied to all employees without regard to race, color, creed, gender, national origin, or marital status.

ARTICLE 3
DURATION OF AGREEMENT

- 3.1 This agreement shall be effective October 1, 2018 and shall remain in full force and effect until September 30, 2021 or until a successor Agreement is ratified by both parties, whichever date is later.
- 3.2 Negotiations for a successor agreement shall begin on a mutually agreed upon date between the City and the Union. The mutually agreed upon date shall be no later than April 1st, unless otherwise agreed upon by the parties.
- 3.3 During the course of this Agreement, additional articles may be added and existing articles may be renegotiated if both parties agree in writing to participate in such negotiations.
- 3.4 Both parties agree to a reopener for years two and three of this Agreement for the sole purpose of negotiations for a market adjustment to the step plan, Appendix A-1. Negotiations shall begin on a mutually agreed upon date between the City and the Union. The mutually agreed upon date shall be no later than February 28th each year, unless otherwise agreed upon by the parties.

ARTICLE 4
RULES AND REGULATIONS

- 4.1 The Civil Service Ordinance of the City of Fort Myers, its rules and regulations, and the rules and regulations of the City of Fort Myers Police Department are incorporated herein by reference. All such rules and regulations of the Department shall be reproduced in writing and issued to all employees upon initial employment with updates and revisions to be issued within ten (10) calendar days of adoption. The Department shall make every reasonable effort to present to the PBA, revisions and/or updates at least seven (7) calendar days prior to the adoption.
- 4.2 The Public Employer, the Chief of Police, and their subordinates responsible for the investigation of complaints against sworn employees shall adhere to both the spirit and the letter of the law as specified in Florida Statutes, Chapter 112, entitled "The Law Enforcement Officers Bill of Rights" which shall be incorporated by reference into this agreement. The investigation of all complaints shall be conducted as provided for in the Department's Manual of Rules and Regulations. Under normal circumstances, all internal investigations shall be completed within forty-five (45) days, unless a written extension is granted by the Police Chief. The employee under investigation shall be advised of the extension in writing.
- 4.3 The Public Employer may suspend the employee without pay or take other disciplinary action for just cause. The Public Employer hereby stipulates that should it reassign or transfer an employee as a disciplinary action, that employee shall have the grievance options available as contained in this Agreement.

ARTICLE 5
RIGHTS OF EMPLOYER

5.1 The City shall continue to exercise the exclusive right to take any action, not in conflict with provisions of this Agreement, it deems necessary or appropriate in the management of its operations and the direction of its work force. The City expressly reserves all rights, power, and authority customarily exercised by management, which the City has not expressly modified or delegated by express provisions of this Agreement. Nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its own discretion in determining whom to employ, and nothing shall be interpreted as interfering in any way with the City's right to alter, re-arrange, or change, extend, limit, or curtail its operation or any part thereof unless specifically addressed in this Agreement. The City shall have the following unilateral management rights, unless such rights are specifically limited and in direct conflict with this Agreement:

- a) To determine the size and composition of the work force, including the number and composition of employees assigned to any particular operation, shift, or unit.
- b) To determine the number and type of equipment, vehicles, materials, and supplies to be used, operated, or distributed.
- c) To hire, rehire, promote, lay off, and recall employees.
- d) To reward or reprimand, discharge or otherwise discipline an employee for just cause and reasonable cause.
- e) To evaluate, maintain, and/or improve the efficiency of employees.
- f) To create, abolish, or change job classifications and to determine job content and minimum classifications, and amount and type of work to be performed.
- g) To determine the assignment of work, and to schedule the hours and days to be worked on each job and each shift unless contrary to a specific provision of the Agreement.
- h) To discontinue, temporarily, or permanently, in whole or part, its operations, and to transfer or assign all or any part of its operation to new facilities.
- i) To require an employee, at the City's expense, to take a physical examination every other year for sworn employees, and once every three years for non-sworn employees or more frequently if the City has cause to believe there is a health problem. If these findings may result in a job action, the employee, at their own expense, may obtain a second opinion, given by a health service or physician or psychiatrist selected by the employee.

- j) To determine the location, method, means, and personnel by which operations are to be conducted, including the right to contract and sub-contract existing and future work.
- k) To make or change rules, policies, and practices, not in direct conflict with any provision of this Agreement.
- l) To determine work schedules, work cycles, starting and quitting times and the number of hours and shifts to be worked unless contrary to a specific provision of this Agreement.
- m) To introduce new, different, or improved methods, means and processes of conducting the operations, transportation, maintenance, and service of the City.
- n) To determine the qualifications for positions in the City.
- o) To determine the work to be performed during the employee's regular work day and require that all work be performed in a satisfactory and professional manner.
- p) To assign overtime work in accordance with provisions of this Agreement.

The City recognizes that if the exercise of rights enumerated in this section impacts wages, hours, and terms & conditions of employment, the City is obligated to negotiate the impact of such changes with the association.

5.2 The City Council has the sole authority to determine the amount of the budget to be adopted by the City.

5.3 If in the sole discretion of a City Official authorized to declare a state of emergency, it is determined that emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this agreement may be suspended by the authorized City Official during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. In the event this agreement is suspended by the authorized City

Official, all time limits involved in the grievance procedure (Article 15) are tolled and stopped at that time. The time limits will begin running at the time the emergency is declared over and the agreement is reinstated. Example: An employee is disciplined on Monday, he/she discusses their complaint orally with the shift commander (Step 1A.) and the grievance is not resolved. On Wednesday an emergency is declared and the Bureau Commander suspends this agreement. The following Monday the emergency is declared over and the agreement is reinstated. At this time the employee has three (3) days remaining to meet with the Bureau Commander to discuss the grievance. (Step 1B.).

- 5.4 The rights reserved by the City in this Article will not be exercised arbitrarily or capriciously to evade the obligations of this agreement.
- 5.5 It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, and employees, at the discretion of management, may be required to perform other job related duties not specifically contained in their job descriptions.
- 5.6 Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the City of Fort Myers.
- 5.7 Those 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, directly or indirectly, subject to the grievance procedure or arbitration.

ARTICLE 6
JOB CLASSIFICATION AND SALARY SCHEDULE

- 6.1 Each employee covered by the terms of this agreement shall be classified as a job title and paid in accordance with the job classification and salary schedule attached hereto as Appendix A and A-1. The parties agree that the salary schedule will be described in Appendix A and A-1, and that the seniority benefit schedule will be described in Appendix B, both attached to and made a part of this Agreement.
- 6.2 The City agrees to compensate bargaining unit members up to a maximum of \$200 bi-weekly in incentives for those who are assigned to specialty units/divisions listed in Sections 6.2(a), 6.2(b) Certified Hostage Negotiators, and 6.2(c) members designated as bilingual officers or telecommunication operators II or III.
- a) Sworn employees assigned to the Detective Division, Special Enforcement Division (Canine Handlers, Gang Suppression Unit, Vice-Narcotics Unit, Task Force Officers (TFOs)), SWAT Team, Community Policing Consortium (CPC), Housing, Bike Unit, Marine Unit, Traffic Unit and Criminal Intelligence Unit shall receive a specialist supplement of sixty dollars (\$60.00) in addition to their regular salary, payable at each pay period (bi-weekly). Employees who become eligible for this incentive shall begin receiving said incentive in the pay period in which the incentive is effective.
 - b) Certified Hostage Negotiators shall receive a specialist pay supplement of thirty-five dollars (\$35.00) in addition to their regular salary payable at each pay period (bi-weekly). Employees who become eligible for this incentive shall begin receiving said incentive in the pay period in which the incentive is effective.
 - c) An officer or telecommunication operator II or III who is bilingual, meaning he/she uses or is able to use two languages especially with equal fluency, shall receive a bilingual supplement of fifteen dollars (\$15.00) in addition to their regular salary, payable at each pay period (bi-weekly). In order to maintain said supplement, an officer shall assist the Department when there is a need for a bilingual officer. Employees who become eligible for this incentive shall begin receiving said incentive in the pay period in which the incentive is effective.
- 6.3. An officer who holds state certification as a Field Training Officer (FTO) and is assigned by the Department to train recruit level officers, shall receive a pay differential equal to five percent (5%) of the employee's base hourly rate for all hours worked.

A telecommunication operator II or III who holds a state certification as a Communications Training Officer (CTO) and is assigned by the Department to train recruit level telecommunication operator II's, shall receive a pay differential equal to five percent (5%) of the employee's base hourly rate for all hours worked.

- 6.4 Employees appearing in court during off-duty hours will receive a minimum of two (2) hours pay per appearance. All such court appearances shall be compensated at a rate of time and one-half regardless of hours worked.
- 6.5 Employees may be temporarily assigned to perform duties in a higher classification because of a vacancy in that classification, or because of the incumbent's absence due to illness or authorized leave of absence. If such assignment exceeds twenty (20) consecutive working days, the assigned employee will receive additional pay for time worked in that higher classification in excess of those twenty (20) days. The employee will be compensated at the minimum rate for the higher ranked position, or ten (10%) percent above his or her existing salary, whichever is greater. For purpose of out-of-title pay, an employee assigned to duties other than those considered to be normal to his or her regular duties for the specific purpose of cross-training will not be considered to be working out-of-title. In no case shall an employee work in an out of title assignment for a period of time greater than 270 calendar days. The out of title provisions of this section shall not be used by the employer to avoid promotional process in Article 24.
- 6.6 Employees required to make court appearances during off duty hours for the purpose of giving a deposition shall be compensated in the same manner as Section 6.3.
- 6.7 If an employee is called back to their work station, they shall be compensated for all time worked but not less than three (3) hours.
- "Call-back" shall be defined as requiring an employee to return to their work station for non-scheduled assignments or mandatory meetings.
- 6.8 Court appearances during duty time which extend beyond the employee's regular shift shall be considered as time worked.
- 6.9 The time an employee is required to remain at the employer's work site or at the employee's residence on an "on call" status shall be considered as time worked. If an employee is free to leave the work site or residence, even though they must leave a telephone number where they can be reached, the time is not compensable except under the following conditions:

Employees shall be paid \$1.00 per hour beginning at 8:30 a.m. and are to call in between 11:00 a.m. and 11:30 a.m. If not advised they are off of stand-by duty they will remain on stand-by duty until 1:00 p.m. Employees that fail to call in forfeit pay.

Employee shall be paid \$1.00 per hour beginning at the time the employee is contacted for stand-by status for public disorder or natural disaster. Stand-by pay shall cease when the employee is relieved of stand-by status by staff.

6.10 Shift differential pay shall be paid to officers and telecommunication operator II(s) and III(s) assigned to the following patrol shift:

A) Employees assigned to work the night shift shall receive one dollar (\$1.00) per hour shift differential. The night shift is defined as any starting time on or after 4:00PM. This premium shall be paid for hours worked, including overtime, but will not be included in any other wage computation such as vacation pay, sick pay, holiday pay, etc.

Loss of shift differential pay as an incident of management's prerogative to reassign personnel due to staffing needs shall not be a grievable event.

ARTICLE 7

EMPLOYEE BENEFIT PLANS

- 7.1 The Public Employer shall provide all eligible employees with coverage under the City's life insurance plan. The insurance plan in effect on October 1 shall be maintained without change through the following September 30.
- 7.2 The City shall pay one hundred percent (100%) of the employee health insurance premium.
- 7.3 The City shall provide the employees with an option to receive a cafeteria benefit of \$100.00 biweekly for twenty-four (24) pay periods OR 70% dependent health insurance premium.
- 7.4 Employees selecting any other coverage (i.e. vision, short term disability, long term disability, additional term life, dental coverage, etc.) shall be responsible for paying the premium.
- 7.5 The Public Employer shall offer continuing health insurance coverage for all retiring employees and their dependents at the employee's expense. For the purpose of insurance eligibility only, retiring is defined as an employee who elects to receive benefits from the City Pension Plan immediately following the date of separation from the City of Fort Myers.
- 7.6 The Public Employer shall provide membership to the Skatium Gym at a fifty percent (50%) discount to the employee as long as the Skatium is under City operations.

ARTICLE 8
PROBATIONARY PERIOD

8.1 The following probationary periods are established for initial employment or promotional appointments.

A. Telecommunications Operator II and III:

Probationary period begins on the date of employment as a TCO II or TCO III for a new employee or upon transfer to TCO II or TCO III position for a current employee and shall continue six (6) months past the conclusion of the TCO II or TCO III training period. As it relates to this Article, the duration of the six (6) month probationary period shall be defined as a period of time no less than one thousand forty (1,040) hours of documented time working in the capacity of a Telecommunications Operator II or III.

B. Police Officer:

Probationary period begins on the date of hire and shall continue twelve (12) months past the release date from the Field Training Officer Program (FTO). As it relates to this Article, the duration of the twelve (12) month probationary period shall be defined as a period of time no less than two thousand eighty (2,080) hours of documented time working in the capacity of a Police Officer.

C. Promotional appointment to TCO III, Sergeant or Lieutenant:

One (1) year probationary period that begins on the date of promotional appointment. As it relates to this Article, the duration of the twelve (12) month probationary period shall be defined as a period of time no less than two thousand eighty (2,080) hours of documented time working in the capacity of a TCO III, Sergeant or Lieutenant. An employee whose promotional appointment is terminated during the probationary period will be reinstated to his/her former rank.

8.2. A performance evaluation must be completed at the end of all probationary periods identified in Section 8.1 (A), (B), and (C). An employee receiving a rating below satisfactory shall have his/her probationary period extended by three (3) months and will be evaluated at the end of the three (3) month period. No probationary employee will be given regular status until they receive a satisfactory performance evaluation.

ARTICLE 9
UNIFORMS - EQUIPMENT

- 9.1 All uniforms required of employees in the performance of their duties shall be furnished without cost to the employees by the Public Employer.
- 9.2 The Public Employer shall be responsible for the cost of replacement and maintenance of the uniforms and the cost of replacement or maintenance of equipment furnished by the Public Employer. All items of equipment to be replaced must be approved by the Chief of Police.
- 9.3 Detectives and other non-uniformed employees shall receive a clothing allowance of three hundred and fifty (\$350.00) dollars every six (6) months. Members of the Special Operations Unit shall receive a clothing allowance of three hundred and fifty (\$350.00) dollars every six (6) months.
- 9.4 New employees in the Department may have the option of using standard equipment furnished by the City or may purchase their own without reimbursement. Equipment subject to departmental approval.
- 9.5 The employer shall furnish bullet-resistant vests for the protection and well being of the employee. In addition to bullet-resistant vests, impact plates will be made available upon request of individual officers. The wearing of the bullet-resistant vests shall be mandatory for all sworn personnel with the following exceptions:
- Detectives working normal duty hours within the station.
 - Members of the Vice-Narcotics Unit during normal undercover duties.
 - Court appearances off duty.
 - In-service training.
 - Personnel assigned to station or office duties for an entire shift.

- Documented medical exemptions. Must renew first 90 days and then at 180 days thereafter, at employees cost.
- Special events (i.e. parades, block parties, etc.) will be granted on a case-by-case basis as determined by the Department.
- The shift supervisor or designee shall have the authority to modify mandatory wear as weather conditions (including heat and humidity) and/or duty assignments demand.

The Department and the PBA agree to periodically review advances in vest design and fabric technology. The purpose being to identify those vests that are light weight, flexible, and designed for a tropical environment, for the purchase and replacement process.

ARTICLE 10
HOURS OF WORK

- 10.1 The basic work period shall be a fourteen (14) calendar day work cycle of 80 hours for employees assigned to the patrol schedule. The basic work period shall be a seven (7) calendar day work cycle of 40 hours for employees assigned to non-patrol schedules. The Chief or his/her designee(s) shall establish the basic work period and hours of work best suited to meet the needs of the Department and provide superior service to the community. Nothing in this agreement shall be construed as a guarantee or limitation of the number of hours to be worked per pay period.
- 10.2 Overtime compensation shall commence after 80 hours in a fourteen (14) calendar day work period for employees assigned to patrol schedules. Overtime compensation shall commence after 40 hours in a seven (7) calendar day work period for employees assigned to non-patrol schedules.
- 10.3 In the event that a need for overtime shall occur in the Police Department because of emergency, sickness or other unforeseen conditions, as determined by the Chief or his/her designee, overtime shall be paid at the rate of one and one-half (1 1/2) times the current hourly rate or time off equal to one and one-half (1 1/2) times the overtime hours worked. An employee accruing overtime shall have the option of receiving payment for overtime or having the overtime credited as compensatory leave at the overtime rate. An employee may accrue up to one hundred twenty (120) hours of such compensatory leave to be used in increments only with the mutual agreement of the employee and supervisor. Use of compensatory time off shall be subject to the request and selection provisions of Article 11, Section 11.3.
- 10.4 For purposes of overtime computation, holidays, sick leave, funeral leave and other absences from duty on active pay status shall not be considered as time worked.
- 10.5 Shift assignments for bargaining unit employees shall not exceed a period of one calendar year. The Public Employer shall publish and post shift assignments at least 28 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 or their designee. In the event of a schedule change that

affects an employee's hours of work or days off, then the employer shall make every reasonable effort to provide at least forty-eight (48) hours notice to that employee prior to the change taking effect. The employer will make a reasonable effort to provide revised assignment schedules during the calendar year to reflect changes. The Chief or their designee may temporarily assign an employee to specific duties that are not subject to the duration requirements of this section.

- 10.6 The City may flex bargaining unit employee schedules to accommodate the operational needs associated with staffing the City's annual Edison Festival of Lights Grand and Junior Parades. The parade schedule shall be posted at least twenty-eight (28) days in advance, and will include the time of day working. The posted schedule for the parade is subject to change due to staffing requirements, or to allow the Department the flexibility to address public safety issues as determined by the Chief or their designee.

ARTICLE 11
VACATIONS

11.1 Employees shall be eligible for vacation with pay after six (6) months of continuous employment. Vacation shall not include holiday leave compensatory time, sick leave or any other types of leave in its computation. Vacation leave shall be earned in accordance with the following schedule:

0 years through 2 completed years	80 hours
Start of 3rd year through 4 completed years	100 hours
Start of 5th year through 9 completed years	130 hours
Start of 10th year through 19 completed years	170 hours
Start of 20th year and over	180 hours

11.2 Employees shall be required to take a minimum of eighty (80) hours vacation and/or compensatory leave per year after completing their probationary period. Permitted vacation carryover as of the employee's anniversary date shall be no greater than one year of the employee's annual accrual rate. Any exception to this process must be reviewed and approved by the appropriate Department Head. Employees shall be compensated for any accrued vacation leave or pro-rated vacation leave at their current rate of pay upon termination of employment with at least six months continuous service. Employees entering the DROP shall be permitted to retain all accrued vacation hours in their bank, OR elect to be paid all or part of accrued vacation hours upon entering the DROP.

11.3 Employees shall have preference in selecting their vacation period(s) on a first-come, first-serve basis. If more than one employee requests the same time off and the requests are made on the same day, seniority shall determine who receives the time off. Vacation requests exceeding forty (40) or more consecutive hours shall be requested at least thirty (30) days prior to the selected vacation leave. Vacation requests may only be submitted a maximum of ninety (90) days prior to the requested time off. Earned vacation leave shall be available during any part of the year except it may be limited by the Chief of Police during the week of the Edison Festival of Light.

11.4 Employees may take single days vacation, subject to the request and selection provisions of Section 11.3. All requests for vacation leave shall be approved by the Chief of Police and are subject to the staffing requirements of the Public Employer.

11.5 Vacation accruals will be on an anniversary date basis rather than calendar year. Senior employees who get their vacation benefit effective January 1 of each year shall continue to receive this benefit.

ARTICLE 12
HOLIDAYS

12.1 The following holidays are those, which shall be recognized and observed:

New Years Day	Friday after Thanksgiving
Martin Luther King Day	Memorial Day
President's Day	Independence Day
Labor Day	Christmas Day
Thanksgiving Day	Veteran's Day
Employee's Birthday	

*Other days declared by the employer

*The above language shall be construed to mean that when a holiday, such as Christmas, occurs on a Thursday and if the City declares that Friday as an additional holiday, the members of the bargaining unit will also receive it. It does not mean, however, an extra holiday if a holiday falls on a Saturday or Sunday and the City declares that Friday or Monday as the holiday.

12.2 To be eligible for a birthday holiday, an employee must have completed one (1) continuous year of employment.

12.3 Each eight (8) hour employee shall choose to receive eight (8) hours straight time pay or eight (8) hours straight time compensatory time for each holiday. Each ten (10) hour employee shall choose to receive ten (10) hours straight time pay or ten (10) hours straight time compensatory time for each holiday. Each twelve (12) hour employee shall choose to receive twelve (12) hours straight time pay or twelve (12) hours straight time compensatory time for each holiday.

12.4 Any employees working on the following holidays shall be paid time and one-half for any hours actually worked:

Thanksgiving Day, the fourth Thursday in November
Friday after Thanksgiving Day, fourth Friday in November
Christmas Day, December 25th
New Years Day, January 1st

- 12.5 Holiday pay exchanged for off-duty time must be submitted by the Employee in writing on the time sheet for the bi-weekly period during which the holiday falls. Failure to do so shall constitute a waiver of the elective for off-duty time.
- 12.6 Time off for eight (8) hour employees will be granted only in eight (8) hour increments, with prior approval of the Chief or his representative. Time off for ten (10) hour employees will be granted only in ten (10) hour increments, with prior approval of the Chief or his representative. Time off for twelve (12) hour employees will be granted only in twelve (12) hour increments, with prior approval of the Chief or his representative. Time off for holidays shall be subject to the request and selection provisions of Article 11, Section 11.3.
- 12.7 Holiday pay converted to off duty time that is not used by the employee during the fiscal year will be paid at the employee's base rate of pay.
- 12.8 Voluntary absence by an employee from scheduled work on a recognized holiday or the shift before or the shift after a recognized holiday will nullify the provisions of holiday pay for that employee.

Absence from work for reasons other than sick leave, workers' compensation, funeral leave, vacation, or paid compensatory time off shall be considered voluntary absence.

ARTICLE 13
SICK LEAVE

- 13.1 All employees in the Bargaining Unit shall accumulate sick leave credits from the date of employment at the rate of eight (8) hours for each month of employment up to a maximum of ninety-six (96) hours per year. Employees are not eligible to use sick leave until completion of 90 days of continuous employment. Unused sick leave shall carry over and be added to the next year's accumulation. Accumulation of sick leave shall be unlimited.
- 13.2 Sick leave may be used as emergency leave in the event of serious injury or illness in an employee's immediate family. Verification may be required by the Chief or his/her designee. Immediate family is defined as spouse, children, or parents. In such cases, the City's Family and Medical Leave Act policy shall apply.
- 13.3 Sick leave shall be taken for legitimate illness or injury not covered by Workers' Compensation. The Public Employer may require a Doctor's Certificate as proof of illness if the sick leave exceeds three (3) consecutive working days or sooner if there is factual data to doubt the validity of the absence. The factual basis used to support the doubt of the validity of the illness shall be reduced to writing with a copy of the document given to the employee at the time he/she is required to obtain a doctor's certificate as proof of illness.
- 13.4 Employees will be paid one-third of unused sick leave upon retirement, entering the D.R.O.P. Plan, or upon death after five years of continuous employment. Employees entering the D.R.O. P. shall be permitted to retain up to a maximum of one hundred twenty (120) hours of accrued sick time. The amount of sick hours retained shall be deducted from the total accrued balance. The employee will then be paid one-third of the remaining unused sick leave. Sick time accrual will continue at the rate outlined in Section 13.1. These sick hours may be used anytime during the D.R.O.P. period, and shall have no monetary value when the employee exits the D.R.O.P. plan.

Retirement is defined as an employee immediately entitled to receive benefits under the pension plan. Payment of such benefits in the event of death is payable to the person designated, as beneficiary, or in the event no such person is designated, then to the estate of the deceased.

- 13.5 Employees with a minimum of one (1) year of continuous employment and who are not on probation may convert sick leave to vacation under the following conditions:

Forty (40) hours sick leave to forty (40) hours vacation provided that no more than two (2) days of sick leave was used during the preceding twelve (12) months from the date of request.

Eighty (80) hours sick leave to forty (40) hours vacation if no more than five (5) days of sick leave was used during the preceding twelve (12) months from the date of request. A single occurrence of six (6) consecutive days or more for a hospitalization or physician care for an illness or injury would be an exception to this restriction. It is the responsibility of the employee to provide medical documentation to substantiate this usage of sick time.

Time converted under this section must be taken in a forty (40) hour block and cannot be carried over to the next calendar year.

Employees may elect this conversion at any time during a calendar year, but are limited to one such conversion per year and then only for one forty (40) hour block. All requests for leave shall be approved by the Chief of Police and are subject to the staffing requirements of the Public Employer.

Sick Leave not converted to vacation shall remain in the employee's sick leave account.

- 13.6 Abuse of sick leave, or a false claim for sick leave, shall be considered cause for disciplinary action.
- 13.7 An employee who is absent from work shall notify the Police Department of such absence, as promptly as possible, but in any event, prior to the start of any scheduled shift, except in emergency situations.
- 13.8 Worker compensation injury shall not count toward the sick leave used to qualify for conversion benefits. The employee is responsible for executing documentation indicating that sick leave was used as a result of a worker compensation injury.
- 13.9 Employees who die in the line of duty shall be eligible for payment of 100% of their accumulated sick leave. This will be paid to the last stated beneficiary on file with the City.

ARTICLE 14
INJURIES OCCURRING IN PERFORMANCE OF DUTIES

14.1 If an employee sustains an injury or illness in the performance of his/her duties, the employee shall continue to receive his/her regular salary during the first six months he/she is unable to work. Regular salary for the purpose of this article does not include overtime, off duty pay (ODP), court pay, stand-by pay and/or shift differential. Employees receiving pay under this Article shall also be entitled to the accrual of sick and vacation benefits during the first six months. The employee shall assign to the Public Employer any and all temporary disability pay received by him/her from Workers' Compensation Insurance during that period. Existing policy regarding the reduction of sick leave for absences for injuries occurring in performance of duties of seven (7) days or less shall continue.

ARTICLE 15
GRIEVANCE PROCEDURE

- 15.1 A grievance is defined as a misapplication or misinterpretation of this Agreement.
- 15.2 The employee covered by this agreement shall present his/her grievance within fourteen (14) business days of the date from which the grievance arose in the following manner:

Step 1A. A grievance form shall be submitted to the Shift Commander containing the following information:

1. A statement of the grievance and the facts upon which it is based.
2. The remedy or adjustment requested.
3. The signature of the aggrieved employee.
4. The specific violation of the Agreement.

An aggrieved employee or union representative may choose to discuss the complaint orally with the Shift Commander. It is the sole responsibility of the aggrieved employee or union representative to make the necessary arrangements to meet with the Shift Commander for the purpose of discussing the complaint. The Shift Commander shall attempt to adjust the grievance with aggrieved employee.

- B. If the grievance is not resolved within seven (7) business days in Step 1A, the aggrieved employee with or without the Union representative will meet with the Bureau Commander to discuss the grievance.

Step 2A. An aggrieved employee or union representative may choose to discuss the complaint orally with the Bureau Commander. It is the sole responsibility of the aggrieved employee or union representative to make the necessary arrangements to meet with the Bureau Commander for the purpose of discussing the complaint. If the grievance has not been settled within seven (7) business days, it shall be referred to the Chief of Police.

Step 3A. An aggrieved employee or union representative may choose to discuss the complaint orally with the Chief. It is the sole responsibility of the aggrieved employee or union representative to make the necessary arrangements to

meet with the Chief for the purpose of discussing the complaint. The Chief will provide an answer in writing on the grievance form within seven (7) business days.

Step 4A. If the grievance is not resolved as provided in Step 3A, the aggrieved employee or union representative may choose to refer the grievance, within five (5) business days, to the Human Resources Director. It is the sole responsibility of the aggrieved employee or union representative to make the necessary arrangements to meet with the Human Resources Director for the purpose of discussing the complaint. The Human Resources Director will provide an answer in writing on the grievance form within seven (7) business days.

Step 5A. If the grievance has not been settled in one of the above steps or by an extension of time agreed upon by both the Public Employer and the Union, it may then be submitted to Arbitration for binding disposition within seven (7) business days after a decision is provided in Step 3. The PBA shall maintain sole authority regarding whether grievances may be forwarded to arbitration.

B. The Arbitrator shall be an impartial neutral mutually accepted by the parties from a panel of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service (FMCS). The parties shall select the arbitrator through the use of the alternate striking method where in issues of contract disputes the City shall strike first, and in issues regarding disciplinary matters the PBA shall strike first. Both the City and the PBA shall have the right to reject one complete panel per arbitration. The parties further agree to accept the Arbitrator's decision as final and binding.

C. The cost for the services of Arbitrator, the court reporter and the costs associated with providing the arbitrator with a copy of the transcript (if he/she requests a copy) shall be shared equally by both parties to the arbitration.

D. Either party to this agreement desiring transcripts of arbitration hearings shall be responsible for the cost of such transcripts. Each party shall also be responsible for their own attorney fees.

E. The Arbitrator shall not have the power to add to, subtract from, modify or alter the terms of this agreement and shall determine the question of arbitrability first, if the question is raised by either party.

- 15.3 Any grievance not answered by management within the time limits provided above will automatically advance to the next higher step of the grievance procedure.
- 15.4 Grievances not appealed to the next step as provided in this Article shall be considered settled on the basis of the last decision.
- 15.5 This grievance procedure shall be available to both the Union and Non-Union employees pursuant to Chapter 447 of the Florida Statutes.
- 15.6 The time limits provided in this Article shall be strictly observed unless extended by written agreement by the parties.
- 15.7 All grievances shall be processed during times which do not interfere with, or cause interruption of an employee's work responsibilities.
- 15.8 The filing of a grievance shall in no way interfere with the right of the City to proceed to carry out its management responsibilities, subject to the final resolution of the grievance. The employee shall abide by the management decision involved in any grievance prior to and during the time a grievance has been filed, and shall not discontinue his/her duties prior to or during the time a grievance is being processed.
- 15.9 The date of disposition shall be the date on which the immediate supervisor or other management official delivers the disposition to the Union or grievant, whichever is appropriate, or the date of postmark in those instances where delivery is by U.S. Mail.
- 15.10 The commencing of legal proceeding against the City in a Court of law or equity, or before the Public Employee Relations Commission, or any other administrative agency, by an employee of the Commission, or any other administrative agency, by an employee of the Union, for misapplication or misinterpretation of the terms of this Agreement, shall be deemed an election of remedy and shall be deemed a waiver by said employee or the union of their right to resort to the grievance and arbitration procedure contained in this Agreement.

15.11 Any grievance submitted regarding an individual's termination, demotion, or suspension (property loss) shall be filed directly to the Chief of Police.

ARTICLE 16
PERSONNEL FILES

- 16.1 The Public Employer shall maintain one official personnel file for each employee, which shall be maintained in the Human Resources Department of the employing agency. Duplicate personnel files may be established and maintained in the agency. Such duplicate personnel files may contain part or all of the items filed in the official personnel file.

If any disciplinary materials are placed in an employee's duplicate personnel file, a copy will be provided to the employee. The employee will have the right to respond to any such material and his/her response will be attached to the file copy.

An employee will have the right to review his/her own official personnel file and duplicate personnel files at any reasonable time under supervision of a representative of the Public Employer.

- 16.2 All uniformed personnel complaints or disciplinary actions that are appealed and overturned will be immediately marked as such.

They shall be purged in accordance with the State of Florida public records retention laws.

ARTICLE 17
TRAINING AND EDUCATION

- 17.1 In order to promote the professional development of all employees, Career Development Training shall be conducted at such suitable facility as may be designated by the Chief, Fort Myers Police Department.
- 17.2 To be eligible for educational reimbursement, employees must have regular status and have completed their new hire one (1) year probationary period prior to starting the course. Reimbursement applies to college-level degree seeking programs through an accredited college or university that yields academic credit. Accreditation is determined by the U.S. Department of Education. Degree programs may be traditional on-site, satellite, distance, and/or web based.

Degree programs must be designed to enhance the knowledge, skills, and abilities relating to the official duties that the employee performs, or for a promotional position. Any such courses or degrees must be in the field of criminal justice, law enforcement, business administration, public administration, or such other fields that sufficiently relate to police work or police department administration, and all such courses are subject to the prior approval of the Chief. There are no positions within the Police Department that require a Doctorate degree. Therefore, the City will not reimburse employees for any courses that are taken as part of a Doctoral degree program.

A maximum of three thousand five hundred dollars (\$3,500) for books and tuition reimbursement per employee will be authorized per fiscal year (October 1st through September 30th). Each fiscal year, funds allocated to the Police Department to support the City's educational reimbursement program will appear as a department line item in the adopted budget approved by City Council. These designated funds will serve as a cap for the fiscal year.

The Public Employer shall reimburse all bargaining group employees for tuition cost incurred in pursuing courses at a state accredited college or university, provided:

- Such courses are taken in order for the employee to achieve a two or four year degree, or a master's degree;

- Prior to starting any courses all employees shall submit an Educational Reimbursement Request Form. All reimbursement expenses are pre-approved by the Chief or his/her designee.

Reimbursement will be based on the employee's final grade according to the following table:

100% for tuition and books for a grade of "A"

75% for tuition and books for a grade of "B"

50% for tuition and books for a grade of "C"

No reimbursement will be made for grades below "C", incomplete, or withdrawal.

Reimbursement shall occur after the employee provides proof of successful completion of the course (s) based on the reimbursement table above. Reimbursement for tuition shall be based on actual cost not to exceed credit hour cost at Florida Gulf Coast University. Employees shall be reimbursed based on the reimbursement table above for designated books that are turned over to the department, but only if such books were not available from within the department when the employee took the course. Said reimbursement shall be reduced by any other financial aid that does not have to be repaid such as grants, scholarships, GI Bill, Florida Pre-Paid Program or tuition discounts.

- 17.3 The employee shall be responsible for the submittal of all receipts and documentation related to the educational reimbursement prior to the end of the following semester.
- 17.4 All educational reimbursement provided by the City shall be subject to IRS (Internal Revenue Service) rules and regulations.
- 17.5 If an employee voluntarily terminates employment within two (2) years of receiving an educational reimbursement, the employee shall be required to immediately refund the total amount of educational reimbursement paid during the last two (2) years of service. The City shall be entitled to immediately deduct such amount from any wages which may be due the employee to the extent allowed under applicable law and to seek other means of repayment if necessary.

ARTICLE 18
SENIORITY AND PERSONNEL REDUCTION

- 18.1 Seniority shall be defined as the total length of continuous service in classification with the Police Department of the City of Fort Myers. Seniority shall continue to accrue during all types of compensable leave approved by the City. Approved leaves of absence without pay shall not count towards the accrual of seniority.
- 18.2 Employees shall lose their seniority as a result of the following:
- A. Termination
 - B. Retirement (with the exception of those entering the D.R.O.P. Plan)
 - C. Resignation
 - D. Lay-off exceeding twelve (12) months
 - E. Failure to report to the Personnel Office intention of returning to work within five (5) days of the employee's receipt of recall, as verified by Certified Mail Return Receipt
- 18.3 The City Manager will determine the classifications and numbers of employees to be laid off. When the lay-off occurs, probationary employees shall be laid off first, and then regular full time employees, in the inverse order of their seniority at the time of the lay-off. Probationary employees shall have no recall rights.
- 18.4 In the event of a layoff an employee so affected may roll back into a lower classification within the bargaining unit provided that employee has greater seniority.
- 18.5 Recall - Regular full time employees on lay-off status will retain recall rights for twelve (12) months. Recall will be made by Certified Mail to the last address in the employee's records. Within five (5) work days of a Certified Receipt date, laid off employees must signify in writing, their intention of returning to work to the Personnel Office. Failure to respond to the notice within the prescribed time limits previously stated shall constitute a resignation by the employee.

Recall will be offered to laid off employees, other than those employees who were on probationary status at the time lay-off, provided they have the ability to perform all of the duties of the job at the time of lay-off.

When employees are recalled from lay-off, the employee with the greatest seniority in that classification shall be recalled first.

ARTICLE 19
CHECKOFF

- 19.1 The Public Employer agrees to deduct once each month dues in an amount certified to be current by the Treasurer of the Union from the pay of those employees who individually request in writing that such deductions shall be remitted each month by the Public Employer to the Treasurer of the Union.
- 19.2 Notwithstanding anything herein to the contrary, any authorization for dues deduction or the miscellaneous payroll deduction defined in Section 19.4 of this Article may be canceled by the employee, upon thirty (30) days written notice to the City and the Union.
- 19.3 The Union shall indemnify and hold harmless the City from any and all claims or demands and expenses in connection therewith based upon the City's participation in dues deduction and the miscellaneous payroll deduction defined in Section 19.4 of this Article.
- 19.4 Nothing contained herein shall require the City to deduct from a salary or be otherwise involved in the collection of Union fines, penalties or special assessments; however, the Union shall be provided, at no cost, one miscellaneous payroll deduction. This miscellaneous payroll deduction shall be made by the Public Employer once each month in the amount designated in writing by the individual employees. Such deductions shall be remitted electronically each month by the Public Employer to the Police Benevolent Association, Inc.

ARTICLE 20
NO STRIKE PLEDGE

- 20.1 The Union and its members, individually and collectively, agree that there shall be no strikes nor stoppage of work.
- 20.2 Should any member of a bargaining unit be found guilty of striking as defined in State Statutes 447.203, he/she shall be subject to dismissal by the City and it is expressly agreed that such violation constitutes just cause for dismissal. An appeal of this violation will be restricted to whether the violation did in fact occur.
- 20.3 Nothing contained in this Article shall be construed to limit, impair, or otherwise affect the right of any employee to express or communicate of any view, grievance, complaint, or opinion regarding any matter covered by this agreement, so long as the same is not designed to and does not interfere with the proper performance of his/her duties or the efficient operation of the department.
- 20.4 In the event of a strike, work stoppage or interference as defined presently in the Public Employee Relations Act, Section 447.203, the President of the Union shall promptly and publicly disavow such a strike or work stoppage and order the employees to return to work and attempt to bring about prompt resumption of normal operations. An authorized Union representative shall notify the City within twenty-four (24) hours after the commencement of such strike what measure it has taken to comply with the provision or provisions of this Article.

The Public Employer agrees that it will not cause a lockout of bargaining unit members during the life of this Agreement. It is understood and agreed that lockout means a voluntary, complete cessation of police operations for the purpose of bringing economic hardship to bear on members of the bargaining unit.

- 20.5 Nothing in this Article shall restrict the rights of bargaining unit employees, while on their off-duty time, to support other workers (non-City employees) who are engaged in a lawful work stoppage of any kind, provided that bargaining unit employees will not become involved in these activities while wearing City-issued uniforms. Additionally nothing in the

Article shall restrict the right of bargaining unit employees, during their off-duty hours, to support and participate with other employees, including other City employees, engaged in a lawful informational picket.

ARTICLE 21
SAVING CLAUSE

- 21.1 If any article or section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other articles and sections of this agreement shall remain in full force and effect for the duration of this agreement.
- 21.2 In the event of invalidation of any article or section, both the City and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such articles or sections.

ARTICLE 22
FUNERAL LEAVE

22.1 After completion of ninety (90) days of continuous employment, leaves with pay to attend the funeral of a member of the employee's immediate family or other family members living in the employee's immediate household will be granted not to exceed three (3) days for any one bereavement. Under unusual or extreme circumstances this may be extended to five (5) days with the approval of the Police Chief or his/her designee. The employee shall, upon request furnish to the City such acceptable information as is necessary for the proper administration of this Article. For purposes of this leave, immediate family includes father, mother, (including step-parents), spouse, children, (including step-children), father-in-law, mother-in-law, siblings (including step-siblings and half-siblings), grandparents, (including step-grandparents) grandchildren, (including step-grandchildren), brother-in-law, sister-in-law, son or daughter-in-law of the employee or his/her spouse, or legal guardian.

ARTICLE 23
MILITARY LEAVE

- 23.1 Employees serving in the Reserves of the United States Armed Forces or the National Guard who are ordered to attend mandatory training shall be granted military leave with pay in accordance with federal, state and local laws, rules, and regulations.
- 23.2 Employees who are reservists and are called into active military service shall be granted a military leave of absence in accordance with federal, state and local laws, rules, and regulations.

In addition to the provisions in FSS 115.09, after receiving the first thirty (30) days of full pay, the Public Employer will provide the employee with 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. This supplement will be payable for a period of thirteen (13) months. Any employee continuing active military service beyond the additional thirteen (13) 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.

- 23.3 The Public Employer may adjust an employee's days off within a specific two week pay period so that the employee's days off would fall on the weekend that is the reservist's regularly scheduled military training. The employee shall notify the employer through their respective supervisors as soon as is practicable, of all scheduled training.

ARTICLE 24
PROMOTIONAL PROCESS

24.1 The Public Employer shall provide all eligible employees with a fair and equitable promotional process based upon skills, knowledge, and abilities of qualified candidates. All promotional examinations shall be conducted by outside agencies contracted by the Public Employer for this express purpose. The decision to initiate a promotional examination shall rest with the Public Employer. All promotions shall be at the Chief's discretion from the pool of candidates who achieve an overall score (i.e. combination of written, assessment, seniority) of seventy-five (75) or above. Where necessary due to a smaller than anticipated number of qualified candidates achieving a score of seventy-five (75), and where mathematically possible, the minimum pool shall include six (6) candidates. The promotion process is outlined in General Order 12.7 of the Fort Myers Police Department Manual of Rules and Regulations. In the event of a vacancy in a budgeted position, the Public Employer may conduct a review to evaluate the continued need for that position. Any vacant budgeted position that then coincides with an existing list of eligible candidates shall be filled with one of the candidates as outlined in the promotion process.

The following minimum prerequisites must be met before the employee will be considered for promotion:

- 1) Police Sergeant
 - a) An Associate's Degree or higher from an *accredited college or university.

- 2) Police Lieutenant
 - a) A Bachelor's Degree or higher from an *accredited college or university.

Accreditation is determined by the U.S. Department of Education.

ARTICLE 25
PHYSICAL EXAMINATION AND DRUG FREE WORKPLACE

25.1 The Public Employer shall provide comprehensive medical examination once every other year for sworn employees, and once every three years for non-sworn employees. Employees shall be scheduled for their examination during the month of their respective anniversary date of employment. All employees shall participate in this examination and will make a good faith effort to follow medical advice in regard to health issues. The physical examination shall be performed by a physician chosen by the City, and shall include those components detailed in section 25.2. Any additional medical services required by the treating physician before the employee can be cleared to regular duty must be provided by a participating provider under the HMO or PPO plan. Upon receipt of said services, up to the maximum amount of applicable health plan co-payments will be reimbursed to the employee for services rendered. Employees covered under the High Deductible Health Plan (HDHP) with the Health Savings Account (HSA) will not be eligible for reimbursement under this Article. Any amount that is reimbursed by the City will not also be eligible for reimbursement under the Flexible Spending Account (FSA).

25.2 The physical examination provided in Article 25, section 25.1 of this Agreement shall include the following:

- Physical Exam
- Vital Signs
- Fasting Blood Draw: CBC, Comprehensive Chem Panel, Lipid Profile, Iron, Bilirubin Fractioned, GGT, ALT.
- Urinalysis
- Visual Acuity
- Audiogram
- Pulmonary Function Test
- EKG (under age 40)
- Stress Test (age 40 and over or as recommended by physician)
- Chest X-Ray PA & Lateral (every three (3) years)
- Body Fat Analysis
- PPD Skin Test
- Hepatitis B Titer
- Hepatitis B Booster

- Hepatitis B Vaccine (three (3) shot series)
- Tetanus/Diphtheria, (every ten (10) years)
- HIV Antibody

25.3 Random Testing:

- a) Employees will be required to submit to random drug testing on a monthly basis. The employee will be selected by a computer program that randomly selects employees. The number of employees to be tested on a monthly basis shall be determined by calculating five (5) percent of the total number of employees.
- b) If a random drug screen produces a positive result, a quantitative confirmation test GC-MS (gas chromatography-mass spectrometry) is performed on the same urine sample to identify and quantify the drug(s) present.
- c) Each positive test will be investigated by the department to determine the facts and circumstances of each individual case. Rehabilitation and/or disciplinary action up to and including termination may be imposed as a result of the investigation. Additionally, the test and investigation results will be reported to the Criminal Justice Standards and training Commission Disciplinary Board as required by state law. The actions Public Employer shall be governed by the Americans with Disabilities Act (A.D.A.) in all cases of alcoholism and drug addiction.

25.4 Reasonable Suspicion Drug Testing:

Reasonable suspicion drug testing means drug testing based on a belief that an employee is using or has used drugs in violation of the Fort Myers Police Department policy drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon any of the following:

- a) Observable phenomena while at work, such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- c) A report of drug use, provided by a reliable and credible source.

- d) Evidence that an individual has tampered with a drug test during his or her employment.
- e) Information that an employee has caused, contributed to, or been involved in an accident while at work.
- f) Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

NOTE: The City will utilize independent laboratories that have been certified to conduct drug and alcohol testing, and said testing shall be in compliance with Florida Administrative Code, Chapter 59A-24, "Drug Free Workplace Standards".

ARTICLE 26
COMPLETE AGREEMENT

- 26.1 This contract contains all the agreements, covenants, stipulations and understanding of the parties with respect to the terms and conditions of the employment of employees in the Bargaining Unit and with respect to all other matters dealt with herein, and no officer, agent, or representative of either the Public Employer or Union has authority to make representations or agreements in conflict herewith or not included herein that will affect the rights of the parties.
- 26.2 The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual written consent of the parties.
- 26.3 This Agreement shall supersede any ordinances, regulations, or practices of the City, promulgated and adopted by the City Council, which are in direct conflict with the terms and/or conditions of employment contained herein.

ARTICLE 27
RATIFICATION PROCEDURE

- 27.1 This Collective Bargaining Agreement shall become a tentative contract upon being signed by the Public Employer Representative(s) and the Union Representative(s) and shall become a final contract upon ratification by a majority of the employees in the Union and approval of the Fort Myers City Council at its first regular meeting following ratification of the contract by the employees.

ARTICLE 28

PENSION

- 28.1 The Union, Pension Board of Trustees and the City agree that the pension plan known as the "City of Fort Myers Police Officers' Retirement System" ("Pension") be maintained. Both parties agree that the Pension Board of Trustees shall administer the Pension Plan.

IN WITNESS HEREOF, the parties have executed this Agreement at Fort Myers, Lee County, Florida on the **20th** day of **August 2018**.

Witnesses:

By: _____
Public Employer Representative

Print Name: _____

Title: _____

By: _____
Union Representative (PBA)

Print Name: _____

Title: _____

I HEREBY CERTIFY that the above foregoing Collective Bargaining Agreement was ratified by majority of the employees in the Union voting in secret ballot election held on the 27th day of August, 2018.

FLORIDA POLICE BENEVOLENT
ASSOCIATION, INC.,
GULF COAST CHAPTER

By: _____

Print Name: _____

Title: _____

I HEREBY CERTIFY that the above and foregoing Collective Bargaining Agreement was passed and ratified in Public Session of the City Council of the City of Fort Myers, Florida on the 4th day of September, 2018.

Attest: _____
Gwen Carlisle, City Clerk
City of Fort Myers

By: _____
Randall P. Henderson, Jr., Mayor
City of Fort Myers

By: _____
Saeed Kazemi, P.E., City Manager
City of Fort Myers

Approved to Form:

Grant W. Alley
City Attorney

APPENDIX A
SALARY SCHEDULE

A.1 Year one (FY 2018/2019) of this Agreement: Effective the first full pay period in October 2018, employees who are on active payroll shall advance one step, based on continuous years of service completed in classification on or by September 30, 2018, in the step plan referenced as "Appendix A-1 Step Plan". It is recognized that employees may receive an hourly increase and/or a lump sum increase. In no event will an employee's increase be less than three percent (3%) of his/her base compensation, whether by hourly increase, lump sum or some combination thereof. Employees who are in the Non-Certified or Trainee step are not eligible for step advancement or lump sum payments.

A.2 Year two (FY 2019/2020) of this Agreement: Effective the first full pay period in October 2019, employees who are on active payroll shall advance one step, based on continuous years of service completed in classification on or by September 30, 2019, in the step plan referenced as "Appendix A-1 Step Plan". It is recognized that employees may receive an hourly increase and/or a lump sum increase. In no event will an employee's increase be less than three percent (3%) of his/her base compensation, whether by hourly increase, lump sum or some combination thereof. Employees who are in the Non-Certified or Trainee step are not eligible for step advancement or lump sum payments.

Both parties agree that a reopener for the sole purpose of negotiations for a market adjustment to the step plan referenced as "Appendix A-1 Step Plan" shall begin on a mutually agreed upon date between the City and the Union. The mutually agreed upon date shall be no later than February 28, 2019, unless otherwise agreed upon by the parties.

A.3 Year three (FY 2020/2021) of this Agreement: Effective the first full pay period in October 2020, employees who are on active payroll shall advance one step, based on continuous years of service completed in classification on or by September 30, 2020, in the step plan referenced as "Appendix A-1 Step Plan". It is recognized that employees may receive an hourly increase and/or a lump sum increase. In no event will an employee's increase be less than three percent (3%) of his/her base compensation, whether by hourly increase, lump sum or some combination thereof. Employees who are in the Non-Certified or Trainee step are not eligible for step advancement or lump sum payments.

Both parties agree that a reopener for the sole purpose of negotiations for a market adjustment to the step plan referenced as “Appendix A-1 Step Plan” shall begin on a mutually agreed upon date between the City and the Union. The mutually agreed upon date shall be no later than February 28, 2020, unless otherwise agreed upon by the parties.

A.4 Both parties agree that upon the expiration date of this Agreement, there shall be no further step advancement, lump sum payments or adjustments to base pay rates until a successor Agreement is reached.

APPENDIX A-1 STEP PLAN

Police Officer Step Plan

Pay Period	Years of continuous service completed in classification on or before September 30 th each year											
	Non-Certified	Starting Pay	1	2	3	4	5	6	7	8	9	10
Hourly	\$18.06	\$21.01	\$22.02	\$23.08	\$24.19	\$25.35	\$26.57	\$27.85	\$29.19	\$30.59	\$32.06	\$33.60
Bi-Weekly	\$1,444.80	\$1,680.80	\$1,761.60	\$1,846.40	\$1,935.20	\$2,028.00	\$2,125.60	\$2,228.00	\$2,335.20	\$2,447.20	\$2,564.80	\$2,688.00
Annual	\$37,564.80	\$43,700.80	\$45,801.60	\$48,006.40	\$50,315.20	\$52,728.00	\$55,265.60	\$57,928.00	\$60,715.20	\$63,627.20	\$66,684.80	\$69,888.00

Police Sergeant Step Plan

Pay Period	Years of continuous service completed in classification on or before September 30 th each year					
	Starting Pay	1	2	3	4	5
Hourly	\$34.53	\$35.57	\$36.64	\$37.74	\$38.87	\$40.04
Bi-Weekly	\$2,762.40	\$2,845.60	\$2,931.20	\$3,019.20	\$3,109.60	\$3,203.20
Annual	\$71,822.40	\$73,985.60	\$76,211.20	\$78,499.20	\$80,849.60	\$83,283.20

Police Lieutenant Step Plan

Pay Period	Years of continuous service completed in classification on or before September 30 th each year					
	Starting Pay	1	2	3	4	5
Hourly	\$40.37	\$41.32	\$42.29	\$43.28	\$44.30	\$45.34
Bi-Weekly	\$3,229.60	\$3,305.60	\$3,383.20	\$3,462.40	\$3,544.00	\$3,627.20
Annual	\$83,969.60	\$85,945.60	\$87,963.20	\$90,022.40	\$92,144.00	\$94,307.20

APPENDIX A-1 STEP PLAN

TCO II Step Plan

Pay Period	Years of continuous service completed in classification on or before September 30th											
	TCO II Trainee	Starting Pay	1	2	3	4	5	6	7	8	9	10
Hourly	\$15.50	\$16.22	\$16.95	\$17.71	\$18.51	\$19.34	\$20.21	\$21.12	\$22.07	\$23.06	\$24.10	\$25.18
Bi-Weekly	\$1,168.00	\$1,297.60	\$1,356.00	\$1,416.80	\$1,480.80	\$1,547.20	\$1,616.80	\$1,689.60	\$1,765.60	\$1,844.80	\$1,928.00	\$2,014.40
Annual	\$30,368.00	\$33,737.60	\$35,256.00	\$36,836.80	\$38,500.80	\$40,227.20	\$42,036.80	\$43,929.60	\$45,905.60	\$47,964.80	\$50,128.00	\$52,374.40

TCO III Step Plan

Pay Period	Years of continuous service completed in classification on or before September 30th						
	Starting Pay	1	2	3	4	5	6
Hourly	\$25.83	\$26.36	\$26.90	\$27.45	\$28.01	\$28.58	\$29.17
Bi-Weekly	\$2,066.40	\$2,108.80	\$2,152.00	\$2,196.00	\$2,240.80	\$2,286.40	\$2,333.60
Annual	\$53,726.40	\$54,828.80	\$55,952.00	\$57,096.00	\$58,260.80	\$59,446.40	\$60,673.60

APPENDIX B
SENIORITY BENEFIT

B.1 Employees completing years of service outlined in section B2 by December 31 will receive the seniority benefit on the date of the first normal payroll distribution date in December.

B.2	<u>YEARS OF SERVICE COMPLETED</u>	<u>ANNUAL BENEFIT</u>
	5 THROUGH 9	1.5%
	10 THROUGH 14	2.0%
	15 THROUGH 19	2.5%
	20 THROUGH 24	3.0%
	25 AND UP	3.5%

B.3 Employees separating will be paid the benefit on a pro-rated basis from January 1, until day of severance. Employees who work at least twenty-four hours in the last month of employment will receive a pro-rated share for that month equal to one-twelfth (1/12th) of the annual benefit.

B.4 For purposes of computing the “regular rate” of pay, the seniority bonus is a non-discretionary bonus. The City shall adhere to the provisions outlined under the Fair Labor Standards Act, Part 778 of the Code of Federal Regulations as to the method of inclusion of the seniority pay in the “regular rate” for employees.

Step 1) Discussion of Grievance with Shift Commander:

Resolved Unresolved

Signature of Shift Commander

Date: Resolved/Submitted to Step 2

Step 2) Written Grievance to Bureau Commander:

Resolved Unresolved

Signature of Bureau Commander

Date: Resolved/Submitted to Step 3

Step 3) Written Grievance to Chief of Police:

Resolved Unresolved

Response to grievance by Chief of Police: _____

Signature of Chief of Police

Date: Resolved/Submitted to Step 4

Step 4) Written Grievance to Human Resources Director:

Resolved Unresolved

Response to grievance by Human Resource Director: _____

Signature of Chief of Human Resource Director

Date: Resolved/Submitted to Step 5

Step 5) Grievance to Arbitration:

Date List Requested from FMCS: _____

Signature of Union Representative

Date

Signature of Aggrieved Employee

Date