

AGREEMENT

between

THE CITY OF VENICE

and

THE FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE, Inc.
REPRESENTING THE CITY OF VENICE
POLICE OFFICERS

Effective October 1, 20~~19~~22
to September 30, 20~~22~~25

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PREAMBLE

This agreement is entered into effective October 1, 20~~19~~22, between the City of Venice, Florida, hereinafter referred to as the “City”, and The Florida State Lodge Fraternal Order of Police, Inc., hereinafter referred to as the “FOP”.

It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full agreements between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment.

There shall be no individual arrangements contrary to the terms herein provided.

When this Agreement does not speak to a subject, then the City Personnel Procedures and Rules apply. In the event neither the Agreement nor the Personnel Procedures and Rules apply, then the written Police Department Policies and Procedures shall apply. If none of the above apply, then the past practices of the parties shall apply.

ARTICLE 1

RECOGNITION

Section 1. The City recognizes The Florida State Lodge Fraternal Order of Police, Inc. as the exclusive bargaining representative as defined in Chapter 447, Florida Statutes, as amended, for all employees employed in the unit defined by the Public Employees Relations Commission in its certification number 348, issued August 17, 1977, which certification includes all sworn Police Officers in the Venice, Florida, Police Department below the rank of Sergeant.

Section 2. The FOP recognizes that the City Manager is the collective bargaining representative for the City. The FOP further recognizes its obligation to bargain solely and exclusively with the City Manager and/or designee, and to refrain from any approach or appeal to the legislative body of the City (City Council) or any of its members which is designed to influence or change the strategy, methods or proposals being utilized by the City Manager at any phase of the negotiating process, including impasse proceedings, except where specifically authorized by law.

ARTICLE 2

REPRESENTATIVES OF PARTIES

Section 1. The City agrees that during the term of this Agreement it will deal only with the authorized representatives of the FOP in all matters requiring mutual consent or other official action called for by this Agreement. The FOP agrees to notify the City of the names of such authorized representatives as of the execution of this Agreement and replacements therefore during the term of this Agreement.

Section 2. The FOP likewise agrees that during the term of this Agreement the FOP and the employees covered hereunder shall deal only with the City Manager or representative in matters requiring mutual consent or other official action.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, all of the rights, powers and authority previously possessed or enjoyed by the City of Venice prior to this Agreement are retained by the City, and may be exercised without prior notice or consultation with the FOP.

Section 2. Nothing in this Agreement shall be construed so as to limit or impair the right of the City to exercise its sole and exclusive discretion on all of the following matters, providing such exercise is consistent with the express terms of this Agreement:

- A. To manage the Police Department and exercise sole and exclusive control and absolute discretion over the organization and operations thereof.
- B. To determine the purpose and functions of the Police Department.
- C. To determine and adopt such policies and programs, standards, rules and regulations as are deemed by the City to be necessary for the operation/improvement of the Police Department, and to select, manage, direct, and evaluate all management, supervisory, administrative and other personnel.
- D. To alter or vary past practices and otherwise to take such measures as the City may determine to be necessary to maintain order and efficiency relative to both the work force and the operation/services to be rendered thereby.
- E. To set methods, means of operations and standards of service to be offered by the Police Department, and to contract such operations/services to the extent deemed necessary, practical and feasible by the City in its sole discretion.
- F. To decide the number, location, design and maintenance of the Police Department's facilities, supplies and equipment. To relocate, remodel or otherwise revise operations and facilities as may be deemed necessary by the City.
- G. To determine the qualifications of all employees of the Police Department. To select, examine, hire, classify, train, assign, schedule, direct, transfer, promote, discipline, discharge, layoff, retain and manage all employees of the department.
- H. To discharge, demote or suspend any employee of the Department, and to take other disciplinary action against such employee, or to relieve such employee from duty, for just cause.
- I. To increase, reduce, change, modify or alter the size and composition of the work force.

- J. To determine the extent of its operations, to determine when any part of the complete operation shall function or be halted, and to determine when, where and to what extent operations/services shall be increased or decreased.
- K. To establish, change or modify employees' duties, tasks, responsibilities or requirements.
- L. To make, issue, publish, enforce and modify policies, procedures, rules and regulations as the City may from time to time deem best.

All other rights to manage the Police Department and the operations, functions, and purposes thereof, which are not recited in or expressly limited by this Agreement, are reserved exclusively to the City.

Section 3. If, the Mayor, City Manager or one of their designees declares that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane/tornado conditions, epidemics, or similar conditions, the non-monetary provisions of this Agreement will be suspended by the City during the time of such declared emergency. The City shall notify the FOP in writing of the date such emergency is declared, and the date the emergency declaration is officially lifted. A grievance that arises during any period of agreement suspension shall be abated until the suspension is lifted. Pay during a declared emergency will be in accordance with the then existing City of Venice Civil Emergency Pay Policy.

Section 4. The City Charter, together with all applicable General Laws of the State of Florida, shall be supreme to this Agreement in all matters pertaining to or resulting from any negotiations in such areas of discretion as the City's mission, budget, obligation to its citizens, organization, assignment of personnel, tasks, duties, responsibilities, or the technology required to perform work.

Section 5. The City has the sole, exclusive right to direct managerial, supervisory, administrative personnel, and any other employee not covered by this Agreement, to perform any task in connection with the operation of the Police Department, whether or not normally performed by the employees within the bargaining unit.

Section 6. The selection and assignment of supervisory and managerial personnel are the sole responsibility of management, and shall not be subject to the grievance and arbitration procedures provided in this Agreement.

Section 7. The FOP recognizes that the City and the Police Department are obligated to comply with all federal, state and local laws, ordinances, regulations, directives, and guidelines, including such matters as affirmative action and equal employment opportunity, and the FOP shall cooperate and do all things necessary to facilitate compliance with said laws.

Section 8. The City shall have the right, during the term of this Agreement, to terminate selected services/operations permanently. In such event, all obligations hereunder to its affected employees and to the FOP shall forthwith terminate. The City shall also have the right,

from time to time during this Agreement, to suspend selected services/operations in whole or in part.

Section 9. Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting employees of the Bargaining Unit in effect prior to, as well as those issued after the effective date of this Agreement, shall remain and be in full force and effect unless changed, modified or deleted by the City. Final authority to change, modify, or delete any rule, regulation, policy or procedure rests with the City.

Section 10. The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved from filing a grievance, but such grievance can be filed only on the grounds that the action complained of is in violation of the express written terms of the "Agreement".

Section 11. Nothing in this Article shall be construed as a waiver of the FOP's right to demand bargaining over the impact of any rule change which has the practical effect of altering terms and conditions of employment.

ARTICLE 4

GRIEVANCE PROCEDURES

Section 1. A grievance shall be defined as any difference, dispute, or complaint regarding the interpretation or application of the terms of this Agreement. The Human Resources Director shall be kept informed of each step of the grievance.

Section 2. Grievances shall be processed in accordance with the procedures as set forth in this Article, and shall be determined by application of the terms of this Agreement, the laws of the United States, and the State of Florida.

When the term “working days” is used in this Article, it shall refer to days actually worked by the supervisor to whom the grievance is directed. Pass days and days designated as holidays are excluded.

Time is of the essence. The failure at any step of the responding party to comply with these rules within the time frame provided shall terminate the grievance in favor of the party awaiting a response. Extensions of time may be granted in writing.

The right to submit a grievance to arbitration shall be exclusive to the FOP. No bargaining unit member may submit a grievance to arbitration without first obtaining written authorization from the FOP. Absent such authorization, the CITY shall have no obligation to process a grievance to arbitration.

Step I

The aggrieved employee or their FOP representative shall present in writing their grievance to their shift commander within ten (10) working days after the employee knew or should have known of the occurrence of the action giving rise to the grievance.

The shift commander shall meet with the aggrieved employee within ten (10) working days after receipt of the grievance.

The aggrieved employee may request that a FOP representative be present at said meeting.

Discussions shall be informal for the purpose of settling differences in the simplest and most direct manner.

The shift commander shall reach a decision and communicate it in writing to the aggrieved employee within ten (10) working days following the meeting date.

Step II

If the grievance is not settled in the first step, the aggrieved employee shall, within fifteen (15) working days of the date of the answer in Step I, reduce the grievance to writing and present the grievance to the Chief of Police, or designee.

The Chief of Police or designee shall obtain the facts concerning the alleged grievance and shall, within fifteen (15) working days following receipt of the written grievance, meet with the aggrieved employee.

The aggrieved employee may be accompanied to this meeting by an FOP representative.

The Chief of Police, or designee, shall notify the aggrieved employee of their decision in writing, not later than fifteen (15) working days following the meeting day.

Step III

If still unresolved, the grievance and all responses shall be submitted to the City Manager, or designee, within twenty (20) working days of the time the response was due in Step II.

The City Manager, or designee, shall review the grievance and response and within twenty (20) working days after receipt, notify the aggrieved employee, in writing, of their decision.

Section 3. In the event that the grievance is still unresolved, the matter shall be submitted to final and binding arbitration as provided in this Section.

- A. Within ten (10) working days of the date of the decision of the City Manager, the aggrieved employee or their FOP representative shall notify the Director of Administrative Services of their intent to arbitrate.
- B. The Director of Human Resources shall request from the Federal Mediation and Conciliation Service (FMCS) a list of seven (7) names of qualified arbitrators.
- C. Within twenty (20) working days following the receipt of the list of arbitrators, representatives of the parties shall meet and shall select an arbitrator by alternately striking a name from the list, with the Union making the first strike.
- D. The person whose name remains shall be notified of their selection as the arbitrator in accordance with FMCS procedures.
- E. As promptly as can be arranged, the arbitration hearing shall be held.
- F. The fees and other expenses of the arbitrator shall be paid by the losing party to the arbitration. Either party may request the services of a court reporter at their own

sole expense. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

- G. Each party shall pay its own expenses for its representative, counsel and witnesses.
- H. The decision of the arbitrator shall be final and binding on both parties.
- I. During any arbitration proceedings conducted hereunder, either party may pursue discovery in accordance with the Florida Rules of Civil Procedure.

Section 4. Copies of the decision of the arbitrator made in accordance with the jurisdiction and authority of this Agreement shall be furnished to the City, FOP, and the aggrieved employee within thirty (30) days from the date of the hearing.

Section 5. Nothing in this Article shall be construed to prevent any employee from presenting their own grievance with whomever they want to represent them. It is understood that either an individual or the FOP may represent a grievant, but not both. The City shall notify the FOP if an individual files his own grievance.

Section 6. Policy and Class Action Grievances.

- A. In regard to policy set forth by the City Manager and/or Human Resources Office in which the Police Department supervisors have no power or authority to amend or abolish, the FOP stewards will submit a written grievance directly to the authority issuing the policy, with a copy to the Chief of Police. The time frames involved will be the same as set forth in prior sections of this Article.
- B. In regard to Class Action Grievances generated as a result of Police Department procedures or policies of which the Chief of Police has the power to amend or abolish, the FOP stewards will sign and submit the written grievance directly to the Chief of Police. The time frames involved will be the same as set forth in prior sections of this Article.

ARTICLE 5

NO STRIKE

Section 1. The FOP, its officers, representatives, agents, or members covered by this Agreement shall not engage in, instigate, or support:

- A. A strike.
- B. Concerted failure to report for duty.
- C. Concerted absence from their respective positions.
- D. Concerted stoppage of work.
- E. Concerted absenteeism in whole or in part from their full and faithful performance of the duties of their employment by the City.

Section 2. The foregoing prohibited activities shall not be engaged in for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment, or in the rights, privileges, or obligations of public employment of any employees within or without the bargaining unit.

Section 3. Any employee or group of employees committing or participating in any of the acts described in this Article may be disciplined by the City up to and including discharge.

Section 4. The City shall retain its statutory penalty rights for a violation of the No-Strike provisions of this Agreement.

ARTICLE 6

DUES CHECK-OFF

Section 1. The City shall deduct dues owed by the employee to the FOP on a payroll period basis, provided that, prior to such deduction, the FOP has provided the City with a signed statement from each employee whose dues are to be deducted, that such deduction is authorized.

Section 2. Any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the City and the FOP.

Section 3. When an employee quits, is discharged, or is laid off, any unpaid dues due the FOP will be deducted from the last salary paycheck.

Section 4. The FOP shall pay an annual fee of \$50.00 to the City of Venice for administrative/bookkeeping costs for payroll deduction of dues. The annual fee will be paid upon demand (invoice).

ARTICLE 7

STEWARDS & FOP BUSINESS

Section 1. The FOP shall be permitted to have one steward assigned to each shift. The FOP shall notify the Chief of Police and Director of Human Resources of the names of those employees designated as stewards for each shift.

Section 2. ~~Two (2)~~ Three (3) representatives shall be permitted to attend all future negotiations without loss of pay. If the representatives are on duty, they will be available to respond upon call of the shift commander.

Section 3. The FOP representative or designee shall use the FOP time bank time to attend official FOP functions. These days must be with the Chief's approval and must not create a minimum manning problem. A minimum of five (5) days advance notice is required for requested time off.

Section 4. The FOP representative or designee shall, with the Chief's approval, and as long as there are not minimum manning problems, be relieved from duty to attend the regular monthly meeting of the FOP. A minimum of five (5) days advance notice is required for requested time off.

Section 5. The FOP representative or designee shall be provided a copy of the agenda in advance of every City Council Meeting. If an item appearing on the agenda affects the members of the bargaining unit, the FOP representative shall be granted time off for the purposes of attending the Council meeting. This would be with the Chief's approval as long as there is no minimum manning problem created.

Section 6. The FOP representative or designee is to be informed of all business and/or information relative to members of the bargaining unit, the contract, or bargaining, and is to receive such information or messages during their working hours without delay. This shall not include pending confidential investigations. A representative or officer of the FOP shall be able to talk with the Chief Steward or designee, with prior approval of the Chief, during working hours.

Section 7. FOP Time Bank. A time bank shall be made up of grants of accrued time by members of the bargaining unit, and in accordance with the procedures described herein.

- A. At the request of the FOP, all officers with three (3) to four (4) years of service shall have a mandatory annual grant of four (4) hours automatically transferred to the FOP Time Bank, in two installments. Two (2) hours shall be transferred on the first payday in January and two (2) hours shall be transferred on the first payday in June each year.

- B. At the request of the FOP, all officers with five (5) years or more of service shall have a mandatory annual grant of eight (8) hours automatically transferred to the FOP Time Bank, in two installments. Four (4) hours shall be transferred on the first payday in January, and four (4) hours shall be transferred on the first payday in June each year. In each instance, the deduction shall be from the officer's vacation time bank, unless or until that source is depleted. Any balance needed shall be deducted from the officer's compensatory accrual, and shall not reduce the employee's responsibility to comply with Article 14, Section 4 of this Agreement. If no accrued time is available from these sources, the officer's next earned vacation time shall be advanced and transferred as needed.

- C. This time may be used by FOP officers, with the Chief's approval, not to exceed the funds and/or time contributed. The time will be maintained by the Finance Department. All requests to use the time must be in writing, and have the approval of both the Chief and the FOP designee. A minimum of five (5) days advance notice is required for requested time off.

ARTICLE 8

PREVAILING RIGHTS

Any right or working condition enjoyed by employees prior to the execution of this Agreement shall not be changed in an arbitrary or capricious manner.

ARTICLE 9

EXISTING RULES

Section 1. A department rule, regulation, policy, or procedure now in existence in conflict with this Agreement shall be resolved by modification of such rule, regulation, policy, or procedure to be compatible with this Agreement.

Section 2. The Venice Police Department FOP representative shall receive a copy of any written memorandum, rule, regulation, or policy intended for publication to the members of the bargaining unit which is intended to establish a standard of conduct for members.

Section 3. All members of the bargaining unit shall have access to a revised copy of the Venice Police Department ~~Rules and Regulations manual~~ Standard Operating Procedures available electronically via the department's computer system. ~~Five (5) paper copies shall be maintained in the Sergeants' office, and may be checked out unless paper copies are issued to each individual officer.~~

Section 4. The FOP will designate a member to be part of the Venice Police Department Policy Review Committee.

ARTICLE 10

DISCIPLINE

Section 1. No regular, non-probationary employee shall be demoted, suspended, dismissed, or otherwise disciplined without just cause.

Section 2. The City shall comply with the procedures as set forth in Florida Statutes Chapter 112 (Police Officers Bill of Rights) whenever an officer is being investigated

Section 3. All investigations will be conducted in compliance with this contract, all applicable rules and regulations, and Florida State Statutes. Employees shall be notified of all material of a negative or disciplinary nature which is to be placed in their personnel file by being provided a copy at the time of its insertion in the file. At that time, the employee will be required to initial the document to demonstrate that they have been so notified. (Such initialing is not an indication of agreement with the content of the document.) ~~All departmental records concerning investigations and/or disciplinary action shall be removed from the employee's departmental file at the written request of the employee, providing that one (1) year has passed since the last incident related to any particular subject of discipline.~~ Disciplinary action records shall be held in employees' disciplinary action files in the Human Resources department and shall be maintained in accordance with applicable records retention laws. No member shall be deprived of a reasonable expectation of privacy during an investigation or disciplinary proceeding.

Section 4. City Personnel Procedures and Rules shall apply to any disciplinary actions except as hereafter provided. An employee shall have the option of utilizing either the grievance procedures in this agreement or the grievance procedure in the City Personnel Procedures and Rules, but not both. An election shall be made prior to proceeding to Step III of the grievance process.

ARTICLE 11

SENIORITY

Section 1. Seniority shall be defined as time ~~worked~~ served-in service since date of state certification as a law enforcement officer with the City of Venice and shall prevail in cases of lay-off. Seniority is determined by employee Police identification number ('PID'). In cases of re-employment, the latter date will be used.

Section 2. No new employee shall be hired until the employees on lay-off have been given an opportunity to return to work at their original position according to seniority date.

Section 3. All permanent or part-time openings and/or vacancies shall be posted by the City at the Police Department so that Police Officers may have an opportunity to bid on the vacancy.

Section 4. In the event of call-out and vacation time requests in the work unit, shift seniority shall prevail. Seniority will go by Police Identification ('PID') number for the Patrol division and by assignment date to the Investigations division.

Section 5. Seniority shall be given consideration along with duties, responsibilities, and fitness in making transfer assignments.

Section 6. Emergency assignments, or special details where notification is not received at least forty-eight (48) hours in advance, will not be affected by this Article.

~~Section 7. Ordinary City-scheduled overtime in the work unit shall be distributed according to seniority and the availability of the bargaining unit employee. Overtime scheduling will be on a rotation basis, first by work unit, then by seniority. An officer will have their name placed at the end of the overtime roster whenever the officer either works, is unavailable, or refuses overtime. If an Officer cannot be reached by phone for minimum staffing at no time shall any law enforcement agency go to the Officer's place of residence for notification.~~

~~Section 8. Semi-annually, on January 1 and July 1, the overtime roster is remade in order of seniority with the senior person starting at the top.~~

Section 79. Probation. 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 (as an already certified officer in the State of Florida); (b) the date of law enforcement officer state certification. Bargaining unit members promoted to a higher rank shall serve a promotional probationary period of six (6) months. Should the Police Chief elect 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. In no case shall the probationary period extend beyond one year, except in extenuating circumstances approved by the City Manager.

ARTICLE 12

PROMOTIONAL PROCEDURE

Section 1. Procedures for the promotion of eligible Police Officers to the rank of Sergeant shall be as provided in the Police Department Standard Operating Procedures (SOP's).

Section 2. Any bargaining unit member who is promoted to the next higher rank, and who does not successfully complete probation, will revert back to their previous rank, and in the shift assignment to which the member was assigned prior to the promotion.

Section 3. Promotional candidates will be assessed on the basis of oral board interviews and other job-related assessments defined by the Police Chief (ie, exam and/or oral interview process).

“Achievement points” for promotional candidates may be awarded based on the following criteria (potential of seven (7) points). The promotional candidate is responsible for outlining applicable points in a process letter of intent. Points will be verified by command staff review.

Education points cannot be combined:

Master's Degree = 3pts

Bachelor's =2pts

Associates =1pt

Military (honorable discharge) =1pt, additional 1pt if discharged as LEO E-5 or higher or non-LEO commissioned officer (potential 2pts)

FTO and/or MPO, four years or more = 1

Specialty assignment (as determined in policy and contract) or position (FOP Board), four years or more = 1pt

~~a scoring scale, of which up to a maximum of 10 points will be ‘Achievement Points’, awarded on the basis of the following criteria:~~

~~Bachelors degree ————— 1 point~~

~~Masters degree ————— 2 points~~

~~Prior military service ————— *1 point~~

~~*Prior military service at rank E 5 or above — an additional 1 point~~

~~One year or more served as a City of Venice Field Training Officer 1 point~~

~~One year or more served as a City of Venice FOP representative 1 point~~

~~One year or more served in the City of Venice Honor Guard 1 point~~

~~One year or more served on a City of Venice accreditation assessment team 1 point~~

~~Three or more complete years of service as a Law Enforcement Officer with another agency~~

~~_____ 1 point (total maximum)~~

~~Participation in 'Shop With a Cop', the annual fishing tournament, Challenger baseball, or any similarly recognized City of Venice events 1 point. The Police Chief reserves the sole right to determine which events qualify and which do not.~~

ARTICLE 13

HOLIDAYS

Section 1. The City shall provide each employee in the bargaining unit with eleven (11) paid holidays per year. They shall be celebrated on the specific date listed.

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Eve	December 24
Christmas Day	December 25

Section 2. If a holiday is observed on an employee's scheduled day off, they shall be paid an additional one (1) day's pay for the unworked holiday, based on the normal workday for that employee. The employee shall be given the option of holiday pay or compensatory time off.

Section 3. In the event that any one of the above-named holidays occurs while an employee is on vacation, that day will be taken as a holiday and the employee shall not be charged vacation leave for that day.

Section 4. In the event that one of the above-named holidays occurs while an employee is on sick leave, the employee shall receive holiday pay, and shall not be charged sick leave that day.

Section 5. If an employee's scheduled work shift falls upon any of the holidays listed above, they shall be given the option to receive either pay or compensatory time at one and one-half (1-1/2) times the straight-time hourly rate of pay for all hours worked, in addition to the holiday pay, regardless of the number of hours worked in the week.

Section 6. Any hours worked outside the scheduled shift shall be compensated at two (2) times their straight-time hourly rate of pay, in addition to the holiday pay, regardless of the number of hours worked in the week. The employee shall be given the option of being compensated in pay or compensatory time off. For the purposes of this section, scheduled shift is defined as any hours worked where the employee's posted schedule listed them as off duty. In addition, all hours worked on a special event during a holiday shall be paid at double time.

ARTICLE 14

VACATION LEAVE

A. ENTITLEMENT

Section 1. Employees shall accrue paid vacation credit beginning on their first day in paid status at their normal base rate of pay. Vacation benefits shall be accumulated by an employee at the end of the month for any month in which they are on paid status for at least eighty (80) working hours. (Vacation, Holidays, Sick Leave, Compensatory Time, or other leave with pay count as time worked for the purpose of this section.)

Section 2. Vacation time will be calculated in the following manner:

<u>YEARS OF CONTINUOUS SERVICE</u>	<u>VACATION ACCRUED</u>
One through Seven Years	(8-hours a month)
Eight through Twelve Years	(12-hours a month)
Thirteen Years or More	(16-hours a month)

B. ADMINISTRATION

Section 1. Vacations shall be selected and scheduled on the basis of current City and departmental policy, except as may be provided below. Employees shall not be granted vacation time off during the first three (3) months of employment, except in case of extenuating circumstances approved by the Police Chief, who may also authorize up to five (5) days leave without pay in case of no vacation accrual. Vacation time will be the first time off scheduled; no other time off will be scheduled until vacations are selected by each employee.

Section 2. Each employee shall be encouraged to take a total of at least two (2) weeks' vacation time off each calendar year.

Section 3. Due to manning requirements and other operational considerations, the City cannot guarantee that an employee will be able to take more than one-half of the newest time earned as time off in any given calendar year.

Section 4. Barring extenuating circumstances, supervisors will review and respond to vacation requests within fourteen (14) days of receipt.

Section 45. All employees shall be encouraged to take at least one-half of the number of days they earn each year in actual time off. As an incentive to that end, they will be allowed to carry over or "bank" from one year to the next only a number of days equal to the number they

take in time off, but no greater than one-half of what was earned. Any time not taken or banked in this manner, subject to the provision of Section 5 below, will be deleted without compensation at the end of each calendar year. An exception to the foregoing will be any employee hired on or after October 1st of any given year, who shall not be required to take half of their accrual for the remainder of that year. However, after being allowed to carry over those accruals to the next year, they will be required to take one-half (1/2) of the total time accrued, including the carry-over, by the end of the year. ~~Due to the extended length of their initial training, probationary employees will be financially compensated in full on the last pay period of the year for any vacation days they are not able to use during their first year to include any time earned while being sponsored at a basic recruit academy. Probationary employees will be allowed to carry over vacation accrual they are not able to use during their first year.~~

Section 56. Employees shall be permitted to carry from one calendar year to another not more than four hundred eighty (480) hours of accrued vacation time. Any time over the maximum shall be compensated once annually according to the provisions of Section 5 and 6 of this article. In the event that an employee has accumulated more than this maximum in any one year, and has been precluded by the City from the use of the excess by December 1st of each year, they shall be compensated at their straight time hourly rate of pay (40-hour rate) for all time in excess of the maximum. These payments shall be made on the last pay date of November each year. Conversely, if there is, by January 1st of each year, excess time over the maximum due to the employee's failure to schedule/request time off, the excess amount will be deleted without compensation.

Section 67. Any employee separated from their job for any reason shall be compensated for all unused vacation leave at the time of separation. Such compensation shall be based on the hourly rate of pay in effect at the time of separation, as calculated by the Finance Department.

Section 78. Should an employee become ill or disabled while on vacation, "vacation leave" shall be changed to "sick leave" effective for the date(s) of the illness/disability, upon notice to the Shift Commander or Police Department administrative office. Such notification must be made as quickly as possible after the onset of the illness/disability.

Section 89. Absence due to sickness, injury or disability (not work related) in excess of that time which an employee has accrued for that purpose will be charged to vacation accruals.

ARTICLE 15

COURT ATTENDANCE

Section 1. Any employee who is required to appear in any phase of a legal proceeding as a result of their employment with the City shall be compensated for said appearance as follows:

- A. On-duty employees shall receive regular pay for the entire length of their appearance.
- B. Off-duty employees shall receive overtime pay for the entire length of their appearance, including standby time physically at the courthouse, with a minimum of three (3) hours for any such appearance. If the court appearance is scheduled prior to the employee's regular work shift, the employee shall receive a minimum of three (3) hours overtime pay for the appearance.
- C. Any checks issued through the "Witness Aide" service of the court will go to the City. It is the obligation of each employee making such appearance to cooperate in the completion of all necessary forms and paperwork involved in the Witness Aide program.
- D. All other checks and/or money issued in regard to court related appearances may be retained by the employee.
- E. For any appearance which requires overnight travel, the employee shall receive overtime pay for the entire length of appearance, including standby time physically at the courthouse and any travel time to and from court, together with the reimbursement of all travel expenses in accordance with applicable City ordinances and policies.
- F. Any off duty time spent involved in telephone or 'Zoom' calls virtual meetings with the State Attorney's office or defense attorneys shall be reimbursed as follows:

0-15 minutes = no compensation;

16 minutes or more = actual time, with a minimum of one-half (1/2) hour.

Section 2. Whenever available, the City shall provide the employee with a City-owned motor vehicle for transportation to and from any such appearance. If the employee is required to use a private motor vehicle for such transportation, they shall be paid mileage in accordance with applicable City ordinances.

ARTICLE 16

PHYSICAL EXAMINATIONS

Section 1. Each member of the bargaining unit shall be required to have an annual physical examination as specified herein at no cost to the member, the criteria for which will be determined by the city. The physical examination required herein is in addition to the annual wellness exam/benefit and other physical examinations provided under the City's employee group medical plan.

Section 2. Physical examinations shall include a complete physical by a licensed doctor, or nurse practitioner who is authorized by the State to give physical examinations, and shall include all elements recommended by the Florida Criminal Justice Standards and Training Commission (CJSTC), including a thyroid blood test for males and females, plus any other tests the medical provider deems to be medically necessary, and an optional pelvic exam for females. Chest x-rays shall be included in the annual physicals for all officers age 40 and over. Prostate enzyme (PSA) tests shall be included annually for all males age 40 and over. At age 35 or thereafter, female officers are encouraged to have a base-line mammogram done. Between the ages of 35 and 40, the medical provider shall determine how frequently an individual's subsequent mammograms should be done. At age 40 and above, mammograms will be offered annually. If deemed medically necessary by the City's medical provider, a cardiac stress test and any other tests may also be included, but such tests will be processed through the employee group medical health plan and providers.

Section 3. In the event that it is determined that an officer requires an inoculation or immunization as the result of exposure to a disease or illness in the line of duty, then the same inoculation or immunization will be made available to the members of the officer's household at no cost to the officer.

Section 4. Physical examinations shall be administered while the employee is on duty whenever possible, but such employee shall be available for duty. If an employee is on a shift that does not correspond with the available times for the physical examination, and they must schedule the exam on off-duty time, the officer will be given a comparable amount of time off at straight (regular) time for the inconvenience.

Section 5. With regard to cardiac stress tests, and any other tests deemed necessary by the City's medical provider, the City will bear any costs associated with such additional tests not covered by the employee's group health insurance (including co-pay, deductible, etc.). However, the employee is obligated to follow-up with the prescribed tests/exams within three (3) months of the medical provider's recommendation. After that time, the City will not be liable for any expenses generated.

ARTICLE 17

FUNERAL LEAVE

Section 1. Employees shall be granted time off with pay upon death of an immediate family member. The employee shall at their option be granted three (3) working days, additional time may be requested pending approval of the Chief of Police. In case of multiple deaths, or if out of state travel is required, such leave shall not exceed six (6) working days. Funeral leave shall not be charged to vacation, compensatory time or sick leave.

Section 2. For the purposes of this section, “immediate-family” includes the spouse, child, stepchild, son-in-law, daughter-in-law, mother, step-mother, mother-in-law, father, step-father, father-in-law, grandparent, grandchild, brother, step-brother, sister, or step-sister of the employee or the employee’s spouse, or as determined by the Human Resources Director. The employee shall provide acceptable proof of death to the Human Resources Director (within thirty (30) days) of the end of the funeral leave period.

ARTICLE 18

UNIFORM ALLOWANCE

Section 1. The City shall provide the uniforms, shoes, and all other necessary equipment. Replacement of any such items shall be on as-needed basis. Such needs shall be based on normal wear and tear, or damage beyond the control of the officer. Replacement of uniform articles shall not be based on the lack of personal fitness (i.e., weight gain not related to medical reasons).

Section 2. Detectives and persons assigned to plain clothes duty shall receive a clothing allowance of one thousand dollars (\$1,000.00) per fiscal year paid quarterly in four installments paid the first pay period after October 1, January 1, April 1 and July 1 for the purchase of clothing. Immediately upon permanent transfer to a plain clothes assignment, the member receives a two hundred fifty dollars (\$250.00) clothing allowance paid the first full period following transfer which will serve as the current quarter's allowance.

Section 3. Officers transferred from uniform to plain clothes shall retain their uniforms for future use.

Section 4. Uniform Police Officers will be given a maintenance and alteration allowance annually during the first full pay period of October each year of five hundred dollars (\$500.00).

ARTICLE 19

LINE OF DUTY INJURY PAY

Section 1. Definitions. An injury shall mean violence to the physical structure of the body and such disease or infection as naturally results there from. Injury shall also include disease under the Worker's Compensation Laws of the State of Florida. An accident shall be construed to mean an unexpected or unforeseen event happening suddenly and violently, with or without human fault, and producing at the time objective symptoms or an injury.

Section 2. Worker's Compensation Insurance. The City carries Worker's Compensation Insurance which pays certain benefits to employees when they are disabled and absent due to an injury or accident sustained while on duty.

Section 3. Reporting of Accidents or Injuries. When an employee has been injured in the course of employment, they shall report the injury and seek medical treatment, if necessary, in accordance with the procedures prescribed by Florida Workers Compensation statutes. This information will be posted and/or otherwise communicated and updated periodically by the Human Resources Department as needed.

Section 4. Compensation Payments. For the purpose of this paragraph, a differentiation shall be made between injuries resulting from the actual process of enforcing the law, and those resulting from non-law enforcement duties/activities.

- A. Law Enforcement Related Incidents - Any line-of-duty injury intentionally inflicted by or resulting from the criminal act of someone else, or resulting from the performance of official law enforcement functions or responsibilities, but not in violation of any State statute or City/Department rule, shall be compensated as follows:
- (1) For up to the first six (6) months, the City shall supplement Workers' Compensation payments, up to the equivalent of the employee's full salary, with no deductions from the employee's accrued time.
 - (2) Following the first six (6) months, there shall be no further supplement by the City, but the employee may request that Workers' Compensation payments be supplemented by the use of accrued sick leave, vacation or compensatory time, in that order. However, extensions of the provisions under (1) above may be granted by the City on a case-by-case basis upon the presentation of competent medical recommendations.
- B. Non-Law Enforcement Related Incidents - Any line-of-duty injury qualifying for Workers' Compensation, but not resulting from the causes defined above as "Law Enforcement Related", shall be compensated as follows:

- (1) For the first thirty (30) calendar days, the employee may request that Workers' Compensation payments be supplemented by accrued sick leave, vacation or compensatory time, in that order.
- (2) For up to the next five (5) months, the City shall supplement Worker's Compensation payments, up to the equivalent of the employee's full salary, with no deduction from the employee's accrued time.

Section 5. Any accrued time used to supplement Worker's Compensation payments shall be reimbursed to the employee's records at such time as they return to work for more than thirty (30) consecutive calendar days.

Section 6. There shall be no accrual of sick leave or vacation time during absence from work due to a line-of-duty injury/disability.

Section 7. In the event that accrued time is exhausted, the employee may request a leave of absence without pay for up to one (1) year, subject to management approval and the policies set forth in the Personnel Procedures and Rules.

Section 8. The City shall have the right to require periodic examinations by a City-authorized physician in order to evaluate the progress and prognosis of an employee with any extended disability. In the event the employee is unable to report to work, even temporarily, the employee shall provide written notice from the attending Workers Compensation physician within two (2) City Hall working days. Employees shall be returned to duty at the earliest practical date. The City-authorized physician shall have the power to release such employee to return to either light or full duty. The employer will assign light or limited duty only if such duty exists. No employee will be allowed to return to work without a doctor's statement, either indicating the type of work the employee can perform, or giving complete release from medical care. However, if the employee is deemed by a physician to have no reasonable expectation of returning to full duty, they shall apply for disability retirement with the ~~Police Pension Board~~ applicable pension program. Such employee shall be subject to termination by the City, in which case any accrued time will be reimbursed in accordance with the Personnel Procedures and Rules.

Section 9. To the extent the City Articles are or become inconsistent with the State of Florida Worker's Compensation Law, Chapter 440, the provisions of Chapter 440 shall prevail.

Section 10. An employee shall be ~~allowed~~ required to work in a light duty status if cleared by a doctor for light duty for work-related injury or illness.

ARTICLE 20

INSURANCE

Section 1. The City shall provide access to a comprehensive package of health insurance benefits in the form of major medical group coverage, which shall include but not be limited to: physician services; inpatient and outpatient hospital services, and emergency medical services (including out-of-area emergency coverage); diagnostic laboratory and diagnostic/therapeutic radiology services; alcohol, chemical dependency and mental health treatment services; skilled nursing services; and prescription drug services.

Although access to the above-described coverage is guaranteed, the terms, conditions and providers for such insurance shall be determined solely by the City.

A participating employee shall pay the following monthly premium contribution by payroll deduction based on the following scale for employee (single) health insurance coverage and the latest available actuarially-determined fully-funded rates. Increases in these amounts will be subject to an annual cap of 15%.

For individual coverage:

For the period October 1, 2022~~19~~ – September 30, 2020~~3~~

Base Salary

Less than ~~\$38,564~~ \$44,348 = 6% of the individual fully-funded rate.

Base Salary Range

~~\$38,564 – \$49,276~~ \$44,348 - \$56,667 = 11% of the individual fully-funded rate.

Base Salary Range

~~\$49,277 – \$59,989~~ \$56,668 - \$68,987 = 22% of the individual fully-funded rate.

Base Salary

More than ~~\$59,989~~ \$68,987 = 26% of the individual fully-funded rate.

~~For the period October 1, 2020 – September 30, 2021~~

~~Base Salary~~

~~Less than \$39,914 = 6% of the individual fully-funded rate.~~

~~Base Salary Range~~

~~\$39,914 – \$51,001 = 11% of the individual fully-funded rate.~~

~~Base Salary Range~~

~~\$51,002 – \$62,089 = 22% of the individual fully-funded rate.~~

~~Base Salary~~

~~More than \$62,089 = 26% of the individual fully-funded rate.~~

~~For the period October 1, 2021 – September 30, 2022~~

~~Base Salary~~

~~Less than \$41,311 = 6% of the individual fully funded rate.~~

~~Base Salary Range~~

~~\$41,331 – \$52,786 = 11% of the individual fully funded rate.~~

~~Base Salary Range~~

~~\$52,787 – \$64,262 = 22% of the individual fully funded rate.~~

~~Base Salary~~

~~More than \$64,262 = 26% of the individual fully funded rate.~~

For individual and one dependent coverage:

The individual amount plus an additional 17% of the individual plus one fully-funded rate.

For individual and family coverage:

The individual amount plus 13% of the family fully-funded rate.

Physician office visit co-payments shall not exceed \$35.00 per visit. The in network deductible shall not exceed \$300.00 per member per year. The out of network deductible shall not exceed \$600.00 per member per year. The city reserves the right to bargain these office visit and deductible amounts at any time it deems necessary.

Section 2. The health insurance coverage provided shall include psychiatric care for officers exhibiting job-related stress or trauma symptoms. Each request by an individual officer for such therapy shall be evaluated on its own merits by the City-assigned psychiatrist, who shall determine whether or not the symptoms are sufficiently job related to qualify for treatment under this provision. Therapy sessions for non-job related causes shall not be included in this coverage, but shall be paid for by the officer or handled through the provisions of the City's group insurance and/or Employee Assistance Program (EAP).

Section 3. The City shall inform the FOP Chairman of periodic meetings of the Benefits Focus Group, designed for the discussion of developments, priorities and planning in relation to group insurance. The FOP will be invited to designate one (1) representative to attend any such meetings, in order to assure the input of and feed-back to the members of the bargaining unit. It shall be the intent of the City to take all such input under advisement for consideration in the final determination of insurance policies, programs, features, premiums and other changes.

ARTICLE 21

PERMANENT SHIFTS AND SHIFT DIFFERENTIAL

Section 1. All members of the bargaining unit shall be assigned by the Chief of Police to permanent shifts and squads in accordance with the following procedures: Bargaining unit members will bid for the shift ~~and squad~~ they want to work. The bid will be for a ~~46~~-month cycle. Permanent shift assignments will be based on seniority, whereas the most senior officers will have first choice of the shift and squad they want to work. The Police Chief retains the sole discretion, in extenuating circumstances, to reassign staff for operational needs.

Section 2. Officers shall be entitled to shift differential pay as set forth in this section. ~~Shift differential rates shall apply to all hours worked regardless of when worked. If an employee is regularly scheduled to work nights and is required to work days on a temporary basis, night shift differential shall apply through the end of the following pay period.~~ For the purpose of computing shift differential pay, the following payment is established:

Night Shift \$~~0.75~~1.00 per hour

Section 3. The agreed upon work hours for FOP members assigned to Patrol squads shall be twelve (12) hour shifts, not to exceed eighty (80) hours per pay period. The regular work hours of members assigned to units other than Patrol shall be determined by the Department.

Section 4. The Department shall make every effort to post schedules one (1) month in advance. The Department will give employees five (5) days notice if any changes are to be made to the schedule. This does not apply to emergency situations or special events.

ARTICLE 22

SICK LEAVE

Section 1. General Guidelines - The purpose of this section is to provide an equitable basis for granting sick leave benefits to employees without impairing the efficiency of departmental operations due to excessive absenteeism. Employees shall be eligible to accrue sick leave benefits from the initial date of employment. Employees shall accrue eight (8) hours of sick leave benefits for each month of employment. Sick leave benefits shall be accumulated by an employee at the end of the month for any month in which the employee is on paid status for eighty (80) working hours. (Vacation, Holidays, Sick Leave, Compensatory Time, or other leave with pay count as time worked for the purpose of this section.) Accumulated sick leave is a benefit which may be used on account of personal illness or personal disability. Sick leave may be used to cover absences made necessary by illness in an employee's immediate family.

Section 2. Doctor's Statement - A written statement or certificate signed by a recognized doctor as proof of illness may be required for receipt of sick leave benefits. This will become part of an employee's confidential medical record in the Human Resources Department.

Section 3. Sick Leave Value – The City documented in each employee's personnel file the number of hours of each employee's sick leave accrual as of the date of ratification of the collective bargaining agreement for the period October 1, 2013 – September 30, 2014 by the parties (the effective date). From the effective date onward, only these documented hours may be used for the purposes of cash outs detailed in sections 4 and 5 below. Hours accumulated from the effective date onward under section 1 above may be used in accordance with sections 1, 2, 6 and 7 but will have no cash out value. Hours used from the effective date onward will be drawn from the bank of hours accumulated before the effective date.

Section 4. Unused Sick Leave – Subject to the cap in section 3, in the case of an employee's retirement, voluntary resignation, discharge, or death, an incentive grant shall be based on the rate of pay in effect at the time of separation, as follows:

- A. For the employee hired before 10/1/95, one-half (1/2) of the employee's regular straight-time hourly rate of pay times the number of sick leave hours accrued; or
- B. For all the employees hired on or after 10/1/95, one-quarter (1/4) of the employee's regular straight-time hourly rate of pay times the number of sick leave hours accrued.

Section 5. Notification of Supervisor - Any employee who becomes ill and unable to report for work must, unless circumstances beyond the control of the employee prevent such reporting, notify the supervisor on duty not later than one hour prior to the starting time of their particular shift on the day of their absence.

Section 6. Supplementing Sick Leave - If the employee so elects, after all accrued sick leave is used, vacation and any other accumulated time may be used, and payment made therefore to the extent of such leave accrued, at the written request of the employee.

ARTICLE 23

RETIREMENT BENEFITS

Section 1. The following changes will be made to the Police Pension Plan effective October 1, 2014:

- A. The benefit multiplier will be 2.75% for future service. Service earned prior to the plan changes will be credited at 3.5%.
- B. Normal retirement: age 52 with 10 or more years of service, or 25 years of service regardless of age.
- C. The employee contribution will be 7.00% of salary.
- D. Salary for pension purposes will include base pay, but will exclude overtime pay and all other compensation.
- E. The current early retirement benefit will remain available to employees with 10 or more years of service on the effective date of the plan changes. The early retirement benefit will be eliminated for employees with less than 10 years of service on the effective date.

Note: the above pension changes will not apply to any employee who has reached age 50 with 10 or more years of service, or 25 years of service regardless of age, on the date the changes take effect. Such employees will continue to earn benefits under the current plan provisions, unless they elect to join the FRS

Section 2. The parties agree that the City will join the Florida Retirement System (FRS) for police officers on or about October 1, 2014. All current employees will be able to individually elect to remain in the City Police Pension Plan, and continue to earn benefits under the City Plan in accordance with Section 1 above, or join the FRS. The pension benefits of employees who elect to join the FRS will be frozen, and will be payable at the current normal retirement date and separation from City employment. All employees hired on or after the date the City joins the FRS will become members of the FRS. Eligibility for participation in the FRS, as well as the FRS benefits and contributions, will be determined in accordance with Chapter 121, Florida Statutes, as that statute now exists and as it may be amended in the future.

Section 3. The City agrees to pay a one-time incentive payment to employees who elect to enroll in the FRS as follows:

- A. Employees with 5 or less years of credited service as of the date of ratification by both parties will receive a one-time payment of \$1,000 upon the employee's election to enroll in the FRS.

- B. Employees with more than 5 years but less than 15 years of credited service as of the date of ratification by both parties shall receive a one-time payment of \$7,500 upon the employee's election to enroll in the FRS.
- C. Employees with 15 or more years of credited service as of the date of ratification by both parties shall receive a one-time incentive payment of \$1,000 upon the employee's election to enroll in the FRS.

Bargaining unit employees who are employed on the effective date and elect to join the FRS shall, upon reaching the applicable normal retirement date and separating from City employment, be eligible for a retirement benefit in two parts: (1) their frozen accrued benefit under the City pension plan, based on average final compensation, credited service and plan provisions in effect on the day before they join the FRS, payable as a monthly pension; and (2) their benefit under the FRS.

Section 4. The City agrees to pay for one hour with an independent financial advisor for each employee, where not already done under the collective bargaining agreement covering the period October 1, 2013 – September 30, 2014. The advisory session shall be made available to each employee prior to the date on which employees must elect whether to transfer to the FRS.

Section 5. The City will abide by all State Statutes pertaining to retirement benefits.

Section 6. At the time of retirement from the Venice Police Department, after ten (10) years service or more, the City will allow the retiring officer to keep their badge and one (1) regulation uniform. In addition, the retiring employee will be permitted to purchase their service weapon at a depreciated cost of \$200. Any officer retiring with twenty (20) years service or more will be presented their service weapon at no cost.

ARTICLE 24

OVERTIME AND COMPENSATORY TIME

Section 1. Employees who are required to work in excess of eighty (80) hours during a fourteen (14) day work period shall either be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate of pay for the hours worked in excess of their regular shift (immediately before or after), or shall receive time off at a rate of one and one-half (1-1/2) times the excess hours worked, at the discretion of the employee.

Section 2. Already accumulated compensatory time can be used for paid time off at the discretion of the employee, provided that, except under emergency circumstances, at least five (5) days advance notice is given, and that it does not generate overtime for other employees or other scheduling problems.

Section 3. As of the last pay of each fiscal year, employees with more than forty (40) hours of compensatory time will be paid for all hours over forty (40) at the current rate of pay, unless as excepted below. This shall be the only occasion when an active employee is allowed to cash in compensatory time, except in the case of a bona fide personal emergency expressed in writing to the employee's immediate supervisor, utilizing the form and procedure provided for that purpose, (i.e., recommendation of the supervisor, Chief of Police and Director of Human Resources, and final approval by the City Manager or designee). Employees who have written approval from the Director of Human Resources to carry over more than 40 hours of compensatory time to the next fiscal year will be required to use those hours within a two-month period in the new fiscal year at the rate of pay for the prior fiscal year.

Section 4. The city has the prerogative to determine whether or not city police services will be provided for special events and prefers the use of city police services to alternative security services for special events. For the purpose of overtime computation, only time worked shall be considered as hours worked, except as provided herein. Sick leave, vacation, holidays, or other leave at full pay (with the exception of comp time off) shall not be considered as hours worked for the purpose of calculating overtime. However, all hours designated by the Police Department as city "special events" assignments on off-duty time shall be paid at time and one-half regardless of any other hours reflected for that pay period. For non-city special events for which the city elects to provide police services, the police services will be provided by off-duty city police officers/supervisors on a scheduled basis by agreement between the special event holder and the Fraternal Order of Police. City police officers/supervisors will be paid by the special event holder at the rate specified in the special event agreement. The City reserves the right to direct city police officers/supervisors to provide police services at non-city special events on an emergency basis if necessary. The rate to be paid by the city to city police officers/supervisors for such emergency assignments will be one and a half times their normal city rate of pay. The City and Union agree that any injuries sustained by police officers/supervisors working at special events and FOP details within the course and scope of their duties will be covered under the city's Workers' Compensation program whether they are paid by the City, the Union or the event holder. Hours on special events assignments shall not count as time worked for the purpose of overtime.

Section 5. In the event an employee is required to work overtime, they will not be required to use annual leave nor be placed in a “leave without pay” status during the work week in order to offset the overtime hours worked.

~~Section 6. Overtime mandated by the City to satisfy minimum staffing requirements in the Police Department shall be offered first to the squad or work unit where the overtime was created by seniority, then the opposite squad (Days or Nights) by seniority, then the division (patrol or support services) by seniority, and finally assigned to the least senior member of the entire bargaining unit. Detectives will not be called for overtime. Semi-annually the overtime rosters are remade in order of seniority, with the senior officer starting at the top.~~

- a) Each member is responsible for accessing and monitoring their individual schedule that is posted in the City’s approved online scheduling program via either the employee access website or mobile application. Every employee shall check his/her work schedule and notifications each work day to look for additions, changes, updates, or any notes.
- b) All extra-duty assignment opportunities for members of this bargaining unit shall be posted to the City’s online scheduling program allowing all members of the bargaining unit to sign-up. All overtime assignments will be announced via e-mail. The use of the mobile application and/or text messages will be used only for notification of extra-duty assignments that begin within 1-week.
- c) The posted overtime assignment will remain open for a minimum of 24 hours. This will not apply to assignments with less than 36 hours’ notice. All overtime postings shall be assigned to the volunteer who has the least amount of assigned extra-duty hours. In the instance of a tie in extra-duty hours, the assignment will be awarded to the senior volunteer. If there are no volunteers for a posted overtime assignment and a supervisor determines the assignment is necessary for operational needs, then the bargaining unit member with the least amount of assigned extra-duty hours shall be ordered to work the assignment. In the instance of a tie of hours, then the least senior member will be ordered. The term extra-duty shall be defined as the total of all hours of City overtime and all off-duty details assigned to a bargaining unit member since the most recent reset date.
- d) All bargaining unit member calculations of assigned extra-duty hours will reset to zero (0) every April 1st and October 1st.
- e) In the event minimum manning coverage is needed on Patrol, a patrol squad Officer assigned to an 8-hour or abbreviated patrol shift would be assigned to fill the vacancy and work a full 12-hour shift. In the event of multiple Officers working an 8-hour day at the same time then the process described in section 3 will apply. Supervisors will consider the rest needs of members when making ordered overtime assignments.
- f) Members will be exempt from being ordered to work any assignment greater than 6 hours when it is adjacent to a 12-hour shift. Members are not authorized to work greater than 18-hours in a single 24-hour period without first having an 8-hour rest period. This does not apply to appearances resulting from subpoenas.

- g) Any Officer filling an on-call position (Investigations, THI) will not be subject to ordered Patrol overtime while actively serving an on-call status. Agency members in specialty assignments, by nature of a task or circumstance (i.e. major casework, undercover assignment), may seek ordered overtime “opt-out” approval for an indefinite period through their Division Commander.
- h) The City agrees to provide bargaining unit members with a city-owned cell phone for their use while on-duty. Members who are not scheduled as “on-call” are not required to carry this phone off-duty. Bargaining unit members agree to provide the city with their personal cell phone number that the City may use to reach them in the event of an emergency call-out or ordered overtime situation.
- i) When any officer is being ordered in to work, the supervisor will make every effort to notify the bargaining unit member via the documented communication channels (cell, email, scheduling program, etc). The supervisor will leave a voicemail notifying the member of the order to work. If after a reasonable amount of time, the supervisor has been unable to reach the member, then a supervisor may attempt to have the member contacted at their residence. Any attempts to contact that officer at their home will be limited to the front door of their residence.
- j) In an effort to ensure that the new procedure set forth in Article 24: Section 6; A – I, is functioning as was intended, both sides, if requested by either the FOP or the Department Administration, shall meet no less than six months and no later than one year, after the ratification of this agreement, to discuss, and make changes as needed up to and including termination the new article language.

Section 7. Recall Pay Any employee who is called from off-duty status to work at any time not directly adjacent to their regularly scheduled shift shall be paid for the hours worked, or for a minimum of three (3) hours pay at the rate of time and one-half the employee's regular straight-time/hourly rate of pay, whichever is greater. Recall time begins when the employee leaves home to report for the assignment and ends when the recall assignment ends and the employee leaves to return home.

ARTICLE 25

FUNERAL DETAIL

Section 1. ~~Upon Police Chief approval the VPD~~The City shall form a ~~four (4) person~~ detail to act as representatives for the City of Venice at ~~approved~~ events commemorating the line of duty deaths of law enforcement officers. Such events will be limited to funeral services within the State of Florida. ~~The Chief of Police will determine whether or not the detail will be paid by the City.~~ If an officer is selected for this detail by the Chief of Police or designee, ~~and is on duty during the time involved,~~ they will be paid their normal salary, or be paid at the overtime time rate as required by law. The City shall provide this detail with a marked cruiser, providing one is reasonably available.

Section 2. With regard to the annual Law Enforcement Memorial Day in Tallahassee, the City shall permit a two (2) person detail approved by the Chief of Police to act as representatives of the City of Venice, at full pay and in a marked vehicle, providing one is reasonably available.

Section 3. In the event that the funeral is held in a city more than one hundred and fifty (150) miles from Venice, the detail will be permitted to remain in that city overnight.

ARTICLE 26

LEGAL PROTECTION

Section 1. The City agrees to defend any member of the bargaining unit who is sued for damages as a result of actions taken in the scope of their employment with the City. The employee agrees to cooperate with the City in providing this defense, unless prohibited by State Law.

Section 2. All officers who are fulfilling the role of a Police Officer while off duty will have all the legal and contractual protection and benefits they would have received if they were on regular duty, providing that such action does not conflict with Departmental Rules and Regulations, and that the officer has legal authority to act based on applicable State Statutes.

ARTICLE 27

RATE OF PAY

Section 1. Effective October 1, 2022 a new 10-step base pay plan will take effect. Current employees will be slotted into the pay plan as reflected in Appendix A. New employees will commence at step one of the pay plan except as provided for below. The steps are as follows:

	<u>Base Pay</u>
<u>Step 1</u>	<u>53,322</u>
<u>Step 2</u>	<u>56,329</u>
<u>Step 3</u>	<u>59,336</u>
<u>Step 4</u>	<u>62,343</u>
<u>Step 5</u>	<u>65,350</u>
<u>Step 6</u>	<u>68,357</u>
<u>Step 7</u>	<u>71,364</u>
<u>Step 8</u>	<u>74,371</u>
<u>Step 9</u>	<u>77,378</u>
<u>Step 10</u>	<u>80,388</u>

For years two and three of the Agreement, employees will progress to the next step in the base pay plan each October 1. Employees at the top step will instead receive a one-time payment in the amount of 3.5% of their base salary as of the immediately preceding September 30. This notwithstanding, Article 27 Rate of Pay will be the subject of renegotiation to discuss any possible additional wage increases, including a possible cost of living adjustment (COLA) in years two and three if either party provides written notice to the other no later than May 1st of years two and three, respectively.

Section 1. ~~Performance Based Pay Plan.~~ All employees will be placed into the Officer Class performance based pay plan, with a minimum annual base salary and a maximum annual base salary. An Officer's class will be determined by three factors: years of service at the Venice Police Department, hours of advanced training and total years of law enforcement experience as defined below:

~~Years of Service at the Venice Police Department~~ Determined by the total number of complete years of employment served as a sworn member of the Venice Police Department as a Law Enforcement Officer, to include such service in any prior employment.

~~Advanced Training~~ Defined as those hours of instruction successfully completed by the employee in qualified law enforcement related courses, not inclusive of in service training or training required to maintain Law Enforcement Officer certification. Qualification of training

~~classes or coursework as advanced training for the purposes of determining Office Class are by recommendation of the Training Officer and approval of the Chief of Police at his sole discretion. Training records will be maintained by the Training Officer. Training completed outside of or prior to employment with the Venice Police Department may also be eligible to be included as advanced training, subject to recommendation of the Training Officer and approval of the Chief of Police at his sole discretion. Advanced training shall include, but not necessarily be limited to all current or past Florida Department of Law Enforcement Criminal Justice Standards & Training Commission Advanced Training Courses employees (has) received departmental approval to attend.~~

~~_____ Total Years of Law Enforcement Experience _____ Determined by the total number of complete years of employment served as a Certified Law Enforcement or Corrections Officer, in either a Government Agency or Military Branch.~~

~~Effective October 1, 2019:~~

OFFICER CLASS	BASE PAY	TOTAL LEO YEARS		ADVANCED TRAINING HOURS		TOTAL LEO YEARS AT VPD
Probationary/New Hire Class	\$43,540	N/A	and	N/A	and	N/A
Patrol Class	\$49,637	N/A	and	N/A	and	1
3rd Class	\$55,733	3	and	80	and	2
2nd Class	\$61,829	5	and	160	and	3
1st Class	\$67,925	8	and	240	and	5

~~Effective October 1, 2020:~~

OFFICER CLASS	BASE PAY	TOTAL LEO YEARS		ADVANCED TRAINING HOURS		TOTAL LEO YEARS AT VPD
Probationary/New Hire Class	\$45,064	N/A	and	N/A	and	N/A
Patrol Class	\$51,374	N/A	and	N/A	and	1
3rd Class	\$57,684	3	and	80	and	2
2nd Class	\$63,993	5	and	160	and	3
1st Class	\$70,302	8	and	240	and	5

Effective October 1, 2021:

OFFICER CLASS	BASE PAY	TOTAL LEO YEARS		ADVANCED TRAINING HOURS		TOTAL LEO YEARS AT VPD
Probationary/New Hire Class	\$46,641	N/A	and	N/A	and	N/A
Patrol Class	\$53,172	N/A	and	N/A	and	1
3 rd Class	\$59,703	3	and	80	and	2
2 nd Class	\$66,233	5	and	160	and	3
1 st Class	\$72,763	8	and	240	and	5

Note—Advancement through each Class in the Officer Class Performance Based Pay Plan each year is dependent upon successful completion of all requirements listed for each Class.

~~Section 2. Officer Class Assignment/Qualifications. For each year of this Agreement, Officer Class assignment shall be reviewed during the employee's annual performance appraisal and shall occur on October 1.~~

~~Section 3. Officers with Venice Police Department identification numbers 226, 230, 246, 251 and 279:~~

~~A. For the first year of this agreement, Officers with Venice Police Department identification numbers 226, 230, 246 and 251 will receive a one-time payment instead of a base pay increase on October 1, 2019 in the amount of \$2,572. The base pay of the Officer with Venice Police Department identification number 279 will increase from \$69,628 to \$72,065 on October 1, 2019.~~

~~B. For the second year of this agreement, Officers with Venice Police Department identification numbers 226, 230, 246 and 251 will receive a one-time payment instead of a base pay increase on October 1, 2020 in the amount of \$2,572. The base pay of the Officer with Venice Police Department identification number 279 will increase from \$72,065 to \$73,473 on October 1, 2020. In addition, the Officer with Venice Police Department identification number 279 will receive a one-time payment of \$1,114 on October 1, 2020.~~

~~C. For the third year of this agreement, Officers with Venice Police Department identification numbers 226, 230, 246, 251 and 279 will receive a one-time payment instead of a base pay increase on October 1, 2021 in the amount of \$2,572.~~

~~Section 4. Advanced Training Scheduling. Assignments to advanced training classes shall be in accordance with the procedures developed by the Police Chief and Training Officer. Employees may be removed from approved and scheduled training for disciplinary, medical or emergency reasons at the sole discretion of the Police Chief.~~

Section 52. Special Assignment Differential. The following special assignments under the supervision of the detective and patrol divisions shall receive a pay differential equal to five percent (5%) of the employee's base salary: certified field training officer, detectives, narcotics officer, training and crime prevention officer, K-9 officer, youth officer, school resource officer, traffic officer, marine patrol officer, and other specialty units as developed by Police Chief

Section 63. Temporary Assignment Differential. ~~An officer who holds state certification as a Field Training Officer, Temporary field training officer (an officer serving temporarily as an FTO due to operational need), Defensive Tactics Instructor, Firearms Instructor, Traffic Homicide Investigator, or Emergency Vehicle Operations (EVOC), First Aid Instructor shall~~ Instructor, or other specific skill instructors as designated by the Police Chief shall receive a pay differential equal to five percent (5%) of the employee's base salary for any hours actually assigned by the Department as responsible for the training of another officer. All training in these subject areas will be conducted by State-certified or topic-specific certified individuals.

Section 74. Maximum Pay Differential for Special and Temporary Assignments. An officer shall receive a maximum pay differential equal to ten percent (10%) of the employee's base salary, when detailed to two or more special and/or temporary assignments

Section 85. Acting in a Higher Position Pay. Employees temporarily assigned to perform duties in a higher classification for one day or more will be compensated after serving an eight (8) hour shift or more from the first day in that position at the minimum rate for the higher ranked position or five percent (5%) above their existing salary, whichever is greater. This position pay percentage for acting in a higher position does not apply to Master Police Officer. Part of an MPO designation includes temporary supervisory coverage circumstances under command approval.

Section 96. Master Police Officer. An Officer who attains and maintains the designation of Master Police Officer shall receive an additional 7% pay differential to the base salary. The standards for the designation of Master Police Officer will be developed by the Police Chief and based upon measurable standards and skills including, but not limited to academic, leadership, trainer, professional development, physical fitness and experience. The appointment or removal of Master Police Officer status and shift assignment is at the sole discretion of the Police Chief.

Section 107. New Hires With Three Years Law Enforcement Experience. All other sections in the Article notwithstanding, Police Officers hired with at least three years of law enforcement experience at date of hire will commence at ~~patrol Class level step 3~~ and will receive a sign-on bonus of \$2,500; provided, however, if the employee leaves city employment for any reason within one year, the employee will be required to pay back the full amount of the sign-on

bonus.

ARTICLE 28

LIMITED DUTY

Employees who through injury or illness are unable to perform their assignments, may, for a temporary period, be assigned to duties consistent with their physical condition.

ARTICLE 29

EDUCATION BENEFITS

Section 1. The City desires to encourage its employees to enhance their knowledge, skills, and abilities relating to their official duties. Therefore, the City will pay for or reimburse an employee for any mandatory continuing education or training necessary for certification, recertification, or renewal of license(s) appropriate for the position held, subject to budget limitations. Further, local law enforcement funds shall pay all tuition and book costs for employees who are attending college classes for courses approved by the Chief of Police. Only two (2) courses per semester will be allowed, provided local law enforcement funds are available, and that said course takes place during the same budget year in which the request is made. Reimbursements shall be made at whatever the current rate is per semester hour at the University of South Florida.

Section 2. Incentive training schools may be attended by the employee during working hours with the Chief of Police approval.

Section 3. All reimbursements for tuition and books in connection with authorized classes are contingent on the employee submitting proof of receiving a passing grade in that course work.

Section 4. Police Department Employment Program for Police Officer Trainee Position.

A. In concert with Sections 943.16 and 943.131, Florida Statutes, the City has established its Police Department Employment Program (hereinafter referred to as the “Employment Program”) due to its critical need to increase the number of individuals qualified for employment by the City as police officers.

B. When an Applicant has satisfied the City’s requirements and qualifications for enrollment in the Employment Program the City will assist the Applicant in obtaining the necessary training to become qualified for employment with the City as a police officer by enrolling the Applicant in the Sarasota Criminal Justice Academy, Law Enforcement, Sarasota County Technical Institute, Sarasota, Florida (hereinafter referred to as the “Police Academy”) or an equivalency training program for the City, paying the tuition for the Applicant’s training at the Police Academy, other course expenses, the Applicant’s state law enforcement certification examination fee, and wages and benefits during the training period.

C. The expenses are expected to be recaptured through the services of the Applicant with the City of Venice Police Department and that the City will suffer substantial detriment if the Applicant does not graduate from the Police Academy or an equivalency training program, receive his or her state certification, and serve as a police officer for the City for a minimum of two (2) years following the graduation from the Academy. The Applicant is required to execute a Reimbursement Agreement with the City for repayment should the employment relationship end prior to two (2) years of service.

ARTICLE 30

OFF DUTY WORK ASSIGNMENTS

Section 1. All off duty work assignments as a Police Officer will be handled by the FOP Lodge except for City directed special events (festivals, parades, or any type of event which will result in the officer being on the City payroll). However, every such off duty assignment as a Police Officer shall be cleared for approval through the Chief of Police or designee as soon as possible after the request for services is submitted to the FOP.

Section 2. Any calls or requests for any off duty work as a Police Officer, except for City-directed events, shall be referred to an FOP representative.

Section 3. All off duty work as a Police Officer shall be within the City limits of Venice. All off-duty work as a Police Officer must have the approval of the Chief of Police or designee. The FOP must present to the Chief, in writing, each request for such assignments. In any detail, all officers shall be accountable to the Police Department for their behavior, activities and conduct while employed by the outside agency or individual. Every such detail is accountable to the on-duty supervisor(s) of the particular shift(s) involved.

Section 4. It should be recognized that the dynamics of off-duty work and the collaboration of the VPD and FOP in servicing off-duty work entities create a necessity for frequent review. The VPD and FOP each agree that proposals for any change in the administration (coordination, scheduling, invoicing) of off-duty work should be freely discussed for the benefit and protection of the interests of the City. With this in mind, with 30 days written notice from either party to this Agreement to the other party, Article 30 and Article 24, section 4 will be subject to reopening for negotiation.

ARTICLE 31

MISCELLANEOUS PROVISIONS

Section 1. The City agrees to provide space on bulletin boards to which employees covered by this Agreement have access, for the posting by the FOP of notices of meetings or other official FOP information.

Section 2. The City agrees to provide the officers of the FOP with access to and use of the Police Department copying equipment, computers, printers and typewriters under the following conditions:

- A. When copies are made, the amount of copies must be submitted in writing to the Records Supervisor. This should include the number and date made. Copies will be made by only off-duty officers. The copy machine in the Mail Room may be used at any time, but the copy machine in the Records Division may be used only during day shift hours and when the Records Supervisor is on duty. Since there is now a cost for operating the machines, charges for copies will be in accordance with the city Policy.
- B. Official departmental business shall take priority. Permission to use the copy machine shall not be unreasonably withheld.
- C. The use shall be by off-duty officers.

Section 3.

- A. A gun maintenance program will be provided to consist of periodic reconditioning of all weapons.
- B. In order to maintain certification, all sworn officers will qualify with weapons issued to them on a basis which is compatible with CJSTC range course outlines.
- C. The City will provide supplies and materials needed for cleaning duty weapons.

Section 4. Whenever possible, employees shall be permitted the following paid breaks:

- A. Eight (8) and ten (10) hour tours of duty: Up to forty-five (45) minutes for meal/fitness break and two fifteen (15) minute breaks.
- B. Twelve (12) hour tours of duty: Up to sixty (60) minutes for meal/fitness break and two fifteen (15) minute breaks.

Section 5. The Local FOP Chief Steward or their representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any

employee whose pay is in dispute, or any other records of the employee pertaining to a specific grievance, at reasonable times with the employee's written consent.

Section 6. The employer agrees to defray funeral and burial expenses of any officer of the Police Department killed in the line of duty up to fifteen thousand dollars (\$15,000).

Section 7. It is the intent of the City to provide sufficient in-service training recognized by the State to assure that Police Officers will be able to satisfy the standards for mandatory retraining certification. In addition, the City will make every possible reasonable effort to make opportunities available to those officers who need specific courses offered by other agencies, ~~(i.e., Sarasota County Technical Institute, Manatee Community College, etc.)~~.

ARTICLE 32

SAFETY PRECAUTIONS

Section 1. At all times the City will schedule a minimum coverage of three (3) uniformed officers and one (1) supervisor.

Section 2. The City shall maintain all of its motor vehicles in good working order.

ARTICLE 33

AMENDMENTS

This Agreement may be amended at any time by the mutual consent of the parties, but such attempted amendment shall not be of any force or effect until placed in writing and executed by each party hereto.

ARTICLE 34

ANTI-DISCRIMINATION

Section 1. The City and the FOP agree not to discriminate against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, FOP affiliation, or mental or physical disability.

Section 2. No employee covered under the terms of this Agreement shall be intimidated, coerced, restrained, penalized, or discriminated against in any manner because they have exercised their rights and privileges provided for in the terms of this Agreement which include, but are not limited to, the processing of grievances.

Section 3. It is the policy of the City to implement affirmatively equal opportunity to all employees and applicants for employment without regard to race, religion, age, sex, national origin, or physical disability, and positive action shall be taken to ensure the fulfillment of this policy. Any complaint or allegation of discrimination of this nature shall be handled in accordance with the City's policy on Affirmative Action and Equal Employment Opportunity.

Section 4. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE 35

SPOKESPERSONS

It is agreed that the spokespersons for the FOP shall be the members of the negotiating team.
This list may be changed at any time in writing by the FOP.

ARTICLE 36

LABOR-MANAGEMENT COMMITTEE

Section 1. There shall be a Labor-Management Committee consisting of the following employee-management representatives:

- A. The FOP representative (or designee) and two (2) representatives of the bargaining unit.
- B. The City Manager, Police Chief, and the Director of Human Resources or designees, to number no more than three (3) persons.

Section 2. Meetings of this committee shall be held not more than six (6) times each calendar year, and shall be scheduled at the request of either party upon ten (10) days notice. The party requesting such a meeting shall forward to the designated representative of the other party an agenda specifying those questions/issues to be presented for discussion. The time, place, and duration of discussion shall be determined by the City.

Section 3. The sole function of the Labor-Management Committee shall be to discuss general matters pertaining to employee relations. The Committee shall not engage in collective bargaining or the resolution of grievances.

Section 4. Such committee meetings shall be scheduled whenever possible, so as not to interfere with the regularly scheduled shift of any bargaining unit member designated to attend. The FOP shall submit to the City Manager (or designee) a list of those bargaining unit members who will attend, and the City shall then establish a time and date for the meeting which will allow each FOP representative to attend in an on duty, on call status.

ARTICLE 37

OUTSIDE EMPLOYMENT RESTRICTIONS

Section 1.

- A. No employee shall engage in any other employment unless, and until, such employee has been issued a written permit by the Chief of Police, recommended by the Human Resources Director, and approved by the City Manager. The communication should state and describe the particular employment in which the employee desires to engage, and the employee shall deliver the same to the Chief of Police.
- B. The Chief of Police shall, within seven (7) calendar days thereafter, discuss same with the employee, and shall notify the employee within ten (10) days of the date of the request, in writing, of the action taken.

Section 2. Any such permit as may be issued shall name the individual and shall state and describe the employment which has been approved for such employee.

Section 3. Any employee who shall disregard or violate these provisions shall be subject to reprimand, suspension, or dismissal, as provided by the policy of the City.

Section 4. No employee shall accept employment during off-duty hours wherein, because of the employee's position with the City, they would exercise unfair advantage over others engaged in the same occupation but not in the City's employ. Further, no person employed by the City of Venice shall accept, or engage in off-duty employment to the extent that the same would tend to impair such a person's capability, mental or physical, in the performance of their assigned duties with the City.

Section 5. Employees injured or rendered incapable of performing assigned duties while engaged in off-duty employment, if the employment is not covered by Workers' Compensation, shall be allowed to use sick leave/vacation time if available, until such time as the employee shall produce a doctor's certificate to the effect that they are physically capable of returning to regular duties with the City.

ARTICLE 38

SERGEANT/REVERSIONS

When a Police Officer is promoted to Sergeant, if they do not successfully complete probation they will revert back to the rank of Police Officer to the first available opening in the shift assignment to which they were assigned prior to the promotion.

ARTICLE 39

DRUGS

All members of the bargaining unit shall be subject to the City's "Drug Free Workplace Policy", as amended.

ARTICLE 40

ENTIRE AGREEMENT

The City and the FOP acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining.

The understanding and agreements arrived at by the City and the FOP after the exercise of such right and opportunity are set forth in this Agreement.

ARTICLE 41

DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of October 1, ~~2019~~2022, except where otherwise specified herein, and shall remain in full force and effect until September 30, ~~2022~~2025. This Agreement shall remain in full force and be effective during the period of negotiations. The parties agree that no reduction in base salaries will be made during the term of this Agreement.

Section 2. Successor Clause. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease, or assignment of either party hereto or of any separable, independent segment of either party hereto.