

AGREEMENT

between

THE CITY OF VENICE

and

THE FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE  
REPRESENTING THE VENICE POLICE  
SERGEANTS AND LIEUTENANTS

Effective October 1, 201~~03~~  
to September 30, 201~~34~~

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## **PREAMBLE**

This agreement is entered into effective October 1, 201~~0~~<sup>3</sup>, between the City of Venice, Florida, hereinafter referred to as the “City”, and the Florida State Lodge of the Fraternal Order of Police Sergeants and Lieutenants, hereinafter referred to as the “FOP/S&L”.

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 shall 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 of the Fraternal Order of Police 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 1145, issued October 7, 1996, which certification includes all sworn full-time Police Sergeants and Lieutenants, and excluding all others in the Venice, Florida, Police Department.

Section 2. The FOP/S&L recognizes that the City Manager is the collective bargaining representative for the City. The FOP/S&L further recognizes its obligation to bargain solely and exclusively with the City Manager and/or designee.

## **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/S&L in all matters requiring mutual consent or other official action called for by this Agreement. The FOP/S&L 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.

### 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/S&L.

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.

H. To select, examine, hire, classify, train, assign, schedule, direct, transfer, promote, discipline (i.e., for just cause to discharge, demote, suspend, relieve from duty, etc.) layoff, retain and manage all employees of the department.

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 within the scope of law enforcement supervision and administration.

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 may be suspended by the City during the time of such declared emergency. The City shall notify the FOP/S&L 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, and 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/S&L 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/S&L 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 or suspend selected services/operations in whole or in part. In such event, all obligations hereunder to its affected employees and to the FOP/S&L shall forthwith terminate.

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 are 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&L'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 PROCEDURE**

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 Administrative Services 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 1

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

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

The aggrieved employee may request that an FOP/S&L representative be present at said meeting.

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

The immediate supervisor shall reach a decision and communicate it orally or 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 ten (10) 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/S&L representative.

The Chief of Police, or designee, shall notify the aggrieved employee of their decision in writing, not later than ten (10) 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 ten (10) 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/S&L representative shall notify the City Manager of their intent to arbitrate.

B. The aggrieved employee or their representative shall request from the Federal Mediation and Conciliation Service (FMCS) a list of five (5) names of qualified arbitrators.

C. Within ten (10) 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/S&L, and the aggrieved employee within thirty (30) days from the date of the hearing.

Section 5. It is understood that the employee has the option of representing themselves, selecting the FOP/S&L, or selecting any other party (but not more than one such party) to represent them in presenting a grievance. The City shall notify the FOP/S&L if an individual files a grievance without their involvement.

Section 6. Policy and Class Action Grievances.

A. In regard to policy set forth by the City Manager and/or Administrative Services Office in which the Police Department supervisors have no power or authority to amend or abolish, the FOP/S&L 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/S&L 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/S&L, 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/S&L on a payroll period basis, provided that, prior to such deduction, the FOP/S&L 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/S&L.

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

Section 4. On an annual basis, the City, through the Finance Department, shall invoice the FOP/S&L for expenses of bookkeeping related to the retention and transmittal of funds. Within thirty (30) days of receipt of said invoice, the FOP/S&L shall pay the invoice. Expenses include, but are not limited to, new employee enrollments, dues changes and normal bookkeeping services. These expenses will not exceed \$15.00 on an annual basis.

## ARTICLE 7

### **STEWARDS & FOP BUSINESS**

Section 1. The FOP/S&L shall be permitted to have two stewards designated for the bargaining unit. The FOP/S&L shall notify the Chief of Police and Director of Administrative Services of the names of the employees designated as the FOP/S&L stewards.

Section 2. Two (2) FOP/S&L representatives shall be permitted to attend all future negotiations without loss of pay. If the representative is on duty, he/she will be available to respond upon call of the shift commander.

Section 3. The FOP/S&L Chairman, or designee, shall be allowed to utilize time bank 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/S&L Chairman or designee shall, with the Chief's approval, and as long as there are not minimum manning problems, be relieved from duty using the time bank 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/S&L Chairman, 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/S&L Chairman shall be granted time off without pay for the purposes of attending the Council meeting. This would be with the Chief of Police's approval as long as there is no minimum manning problem created.

Section 6. The FOP/S&L Chairman or designee is to be informed of all business and/or information relative to members of 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/S&L shall be able to talk with the Chairman or designee, with prior approval of the Chief of Police, during working hours.

Section 7. FOP/S&L 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/S&L, supervisors may make a voluntary annual grant of eight (8) hours automatically transferred to the FOP/S&L Time Bank. 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 accrued compensatory time. The donation of such vacation time shall not reduce the employee's responsibility to comply with Article 14, Section 4 of this Contract



requiring the use of a certain amount of current accruals in order to avoid losing time.

- B. This time may be used by FOP/S&L officers, with the Chief of Police's approval, for FOP/S&L business, including meetings with bargaining unit and/or management personnel to discuss bargaining unit problems or activities, not to exceed the funds and/or time contributed. The record of 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 of Police and the FOP/S&L designee. A minimum of five (5) days advance notice is required for requested time off. The only meetings allowed to be on City-paid time will be officially scheduled Labor-Management meetings.

Section 8. With the approval of the Chief or designee, the Chairman or designee will be allowed no more than thirty (30) minutes per request to meet with the City's Administrative Services Director to discuss FOP/S&L problems and/or activities. All such time shall be documented by management, and a monthly accounting forwarded to the Finance Department for deduction from the FOP/S&L Time Bank.

**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/S&L Chairman 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 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/S&L will be advised in writing, at least five (5) working days in advance, of any meeting scheduled for the review/modification of Police Department Rules, and are encouraged to designate a representative from the bargaining unit to attend each such meeting.

## **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.) 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 in grade shall prevail in cases of lay-off. Bumping rights may be exercised by any sworn officer facing a layoff, allowing them to displace another sworn officer of lesser grade with the least seniority in that grade.

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 vacancies, and/or transfer opportunities shall be posted by the City at the Police Department so that Police Sergeants and Lieutenants may have an opportunity to bid on the vacancy.

Section 4. In the event of overtime assignment and vacation time requests in the work unit, shift seniority shall prevail. Shift seniority shall be determined first by rank and then by time in grade.

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 they either work, is unavailable, or refuses overtime.

Section 8. Each October 1, the overtime roster is remade in order of seniority with the senior person starting at the top.

Section 9. The provisions of seniority in this article shall not apply to either off-duty assignments arranged through the FOP/S&L, or special events involving public safety. (Current examples of such events are parades and festivals.) In those cases, the present policies and practices shall continue. Bargaining unit members will be given the first opportunity to work such details, providing there is no conflict with regularly assigned shifts or other considerations which might, in the judgment of the Chief of Police or designee, reduce effectiveness.

## ARTICLE 12

### **PROMOTIONAL PROCEDURES**

Section 1. Procedures for the promotion of eligible Sergeants to the rank of Lieutenant 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 the first available opening in their previous rank, and in the shift assignment to which they were assigned prior to the promotion.

## **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 work day 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 their 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.

**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 he/she is on paid status for at least eighty (80) working hours (Vacation, Holidays, Sick Leave, Compensatory Time, and 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:

**YEARS OF CONTINUOUS SERVICE VACATION ACCRUED**

One through Five Years	(8 hours a month)
Six through Ten Years	(12 hours a month)
Eleven 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. 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. 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 (2) of the total time accrued, including the carry-over, by the end of the year.



Section 5. Employees shall be permitted to carry from one calendar year to another not more than four hundred eighty hours (480) 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 no later than the first payday in December 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 6. 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 40-hour rate(s) of pay in effect at the time of separation, as calculated by the Finance Department.

Section 7. 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 affected supervisor or Police Department administrative office. Such notification must be made as quickly as possible after the onset of the illness/disability.

Section 8. 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, with a minimum of three (3) hours for any such appearance. If the court appearance is scheduled prior to the employee's regular 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 their appearance, including any travel time to and from court, together with the reimbursement of all travel expenses in accordance with applicable City ordinances and policies.

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. The City shall require, at no cost to the employee, a physical examination to be performed annually. It is not the purpose of this examination process to replace the annual wellness exam/benefit or other personal physical examinations provided under the employee group medical plan.

Section 2. Annual physical examinations shall include a complete physical by a licensed doctor, and/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), plus a chest x-ray and a prostate enzyme (PSA) test. Female officers may elect to have a mammogram, pelvic exam and thyroid blood test as part of their annual physical examination. Beginning at age forty (40) the physical shall include a cardiac stress test if recommended by the physician.

Section 3. With regard to cardiac stress tests and any other tests deemed necessary by the City 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.

Section 4. 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 5. 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.

## **ARTICLE 17**

### **FUNERAL LEAVE**

Section 1. In the event of a death in the employee's family, the employee shall be allowed three (3) days funeral leave with no loss of pay. In case of multiple deaths, or if out of state travel is required, such leave shall not exceed six (6) working days.

Section 2. For the purposes of this section, 'family' includes spouse, child, stepchild, son-in-law, daughter-in-law, mother, step-mother, father, step-father, grandparent, grandchild, brother, step-brother, sister, or step-sister of the employee or the employee's spouse, or as determined by the Administrative Services Director. The employee may be required to provide the department head with proof of death in their immediate family as defined (within 30 days) before compensation is approved. An obituary shall suffice as proof of death.

Section 3. Additional time off may be granted with prior approval of the appointing authority. This time shall be charged as vacation or compensatory time only. The employee shall submit documentary evidence substantiating the need for an extension.

## **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 pay 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 Sergeants and Lieutenants will be given a maintenance and alterations 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 Risk and Safety Manager 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 duties, 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 Worker's Compensation payments, up to the equivalent of the employee's full salary, with no deduction from the employee's accrued time.
- (2) Following the first six (6) months described above, 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 shall 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 Worker's 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 Worker's 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 Workers' Compensation payments shall be reimbursed to the employee's records at such time as they return to work for more than thirty 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. 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.

## 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.

Effective the first day of the payroll period following the date of ratification by the parties (the effective date), 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:

##### Base Salary

Less than \$36,000 = 6% of the individual fully-funded rate.

##### Base Salary Range

\$36,000 - \$46,000 = 11% of the individual fully-funded rate.

##### Base Salary

\$46,001 - \$56,000 = 22% of the individual fully-funded rate.

##### Base Salary

More than \$56,000 = 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.

~~A participating Employee shall pay by payroll deduction based on the following scale for employee (single) health insurance coverage:~~



**Base Salary**

~~Less than \$36,000 ————— \$10/month~~

**Base Salary Range**

~~\$36,000 — \$46,000 ————— \$20/month~~

**Base Salary**

~~More than \$46,000 ————— \$40/month~~

~~An eligible employee may elect optional dependent/family coverage. The cost of such coverage shall be determined solely by the City.~~ 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/S&L 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 three (3) month cycle. Permanent shift assignments will be based on seniority (time in grade), whereas the most senior officers will have first choice of the shift and squad they want to work.

Section 2. Officers shall be entitled to shift differential pay as set forth in this section. For the purpose of computing shift differential pay, the following payment is established:

Night Shift	\$0.50 per hour
-------------	-----------------

Section 3. The agreed upon work hours for FOP S&L members assigned to Patrol squads shall be twelve (12) hour shifts. The City retains the right to schedule employees as deemed appropriate. The regular work hours of members assigned to units other than patrol shall be determined by the City.

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

## 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 records in the Administrative Services Department.

Section 3. Sick Leave Value. The City will document in each employee's personnel file the number of hours of each employee's sick leave accrual as of the date of ratification 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 34. Incentive Grants. Subject to the cap in section 3, to promote economy in the use of sick leave, and also to help insure against the benefit's abuse, an incentive grant will be made to employees who have accumulated seven hundred twenty (720) hours of sick leave. Upon such accumulation, the employee may exchange up to two hundred forty (240) of those hours in the following manner: For each hour converted, the employee hired before 10/1/95 will receive one-half (2) hour's pay; and the employee hired on or after 10/1/95 will receive one-quarter (1/4) hour's pay. At an employee's option, this time may be converted into compensatory time equivalent to the calculated cash payment. In no case will the employee's accrued sick leave be reduced to below four hundred eighty (480) hours accumulation by the exercise of this provision. Only employees who have accumulated seven hundred twenty (720) hours may request this incentive, and no employee shall be allowed to accumulate more than seven hundred twenty (720) hours.

Section 45. 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 (2) of the employee's regular straight-time hourly rate of pay times the number of sick leave hours accrued; or

B. For the employee 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 56. 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 67. 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 City shall continue to provide the employees covered by this Agreement with the retirement plan currently in effect. The following changes will be made to the Police Pension Plan effective upon ratification of this Agreement and adoption of an ordinance implementing the changes 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 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. The one hour advisory session shall be made available to each employee prior to the date on which employees will be required to elect whether to transfer to the FRS.

~~Section 2.~~ During the present contract period, the FOP/S&L waives its right to bargain with respect to any changes to the pension plan. The FOP/S&L gives the right to negotiate pension matters to the Pension Board.

Section 35. The City will abide by all State Statutes pertaining to retirement benefits.

Section 46. 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 dress 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 of 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 ~~calendar~~-fiscal year, employees with compensatory time will be paid for all hours over forty (40) at the rate of pay received when the compensatory time was earned. 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, department head and Director of Administrative Services, and final approval by the City Manager or designee).

Section 4. 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 "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. 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. The on-call Detective Bureau supervisor shall not be ordered.



Section 7. Recall Pay. Any employee who is called from off-duty status to work at any time not directly adjacent to his 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. The City shall form a one (1) person detail to act as representative of the FOP/S&L and 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. 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 one (1) person detail approved by the Chief of Police to act as representative 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 law enforcement 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. During ~~the third year of~~ this Agreement, the following base salaries will apply.

#### POLICE SERGEANTS/LIEUTENANTS

	<del>Effective 10/1/12</del>
Police Sergeants	\$75,448
Police Lieutenants	\$85,233

There will be a 2.5% increase to these base pay amounts base pay on the first day of the payroll period following the date of ratification by both parties (the effective date). This base pay increase will otherwise be retroactive to October 1, 2013 only for those members who elect to the switch to Florida Retirement System – see Appendix 1.

Section 2. Compensation for Increased Healthcare Contributions. In consideration for the changes to healthcare contributions detailed in Article 20, the following base pay increases will be made on the effective date as defined in section 1 for employees participating in the City Group Health Insurance Program. These base pay increases shall not be included in base pay for the purpose of calculating the 2.5% base pay increase for FY14.:

Base Salary  
Less than \$36,000 = \$ 268

Base Salary Range  
\$36,000 - \$46,000 = \$ 471

Base Salary  
\$46,001 - \$56,000 = \$ 942

Base Salary  
More than \$56,000 = \$ 1,200

If these base pay increases place an individual in a higher contribution category, the individual's base pay will be further increased to offset the additional contribution.

See Appendix 1.

Adopted 12/11/2012

Section 23. Briefing Pay. ~~During the three (3) years of this Agreement, e~~Except for those assigned to the Detective Bureau, each employee in this bargaining unit will be paid if they attend the “15-minutes per day” briefing sessions before each assigned shift.

Section 34. Special Assignment Differential. ~~During the three (3) years of this Agreement, e~~Employees assigned to either detective or administrative duty shall receive a pay differential equal to five percent (5%) of the employee’s base salary during the time of such assignment.

Section 45. Temporary Assignment Differential. ~~During the three (3) years of this Agreement, a~~An officer who holds state certification as a Defensive Tactics Instructor, Firearms Instructor, or Emergency Vehicle Operations (EVOC) Instructor 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 individuals.

Section 56. Acting in a Higher Position Pay. ~~During the three (3) years of this Agreement, e~~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 five percent (5%) above their existing salary.

~~Section 6. One time Payment. For the third year of this Agreement, each full-time non-probationary employee as of September 29, 2012 shall receive a one-time payment in the amount of 2% of their annual base salary. These payments will be calculated on the basis of base salaries in effect on September 29, 2012, will not increase employees’ base salaries and will be made as soon as possible after the ratification and approval of this Agreement.~~

**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 second dollar funds shall pay all tuition and book costs for employees who are attending college classes for courses approved by the Chief of Police, provided second dollar funds are available.

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

## **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 a 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. The designated officer-in-charge shall be answerable to the shift supervisor.



## 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/S&L of notices of meetings or other official FOP/S&L information.

Section 2. The City agrees to provide the officers of the FOP/S&L 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 will not be unreasonably withheld.
- C. The use shall be by off-duty officers.

Section 3.

- A. The City shall provide access for employees to the Pistol Range for use by the individual employee in their off-duty time, except for Sundays and holidays, as arranged and scheduled through the Range Master.
- B. A gun maintenance program will be provided to consist of periodic reconditioning of all weapons.
- C. 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.

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 FOP/S&L Chairman or designee 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 law enforcement 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**

**AMENDMENTS**

This Agreement may be amended through a memorandum of understanding 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 33

#### **ANTI-DISCRIMINATION**

Section 1. The City and the FOP/S&L agree not to discriminate against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, FOP/S&L 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 34**

**SPOKESPERSONS**

It is agreed that the spokesperson for the FOP/S&L shall be a member of the FOP/S&L negotiating team. This list may be changed in writing by the FOP/S&L at any time.

## ARTICLE 35

### **LABOR-MANAGEMENT COMMITTEE**

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

- A. The FOP/S&L Chairman (or designee) and two (2) representatives of the bargaining unit.
- B. The City Manager, Chief of Police, and the Director of Administrative Services 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/S&L 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/S&L representative to attend in an on duty, on call status.

## ARTICLE 36

### **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 Administrative Services 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 policies 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 his or her 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 37**

**DRUGS**

Section 1. All members of the bargaining unit shall be subject to the City's "Drug Free Workplace Policy", as amended.



**ARTICLE 38**

**ENTIRE AGREEMENT**

The City and the FOP/S&L 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/S&L after the exercise of such right and opportunity are set forth in this Agreement.

## ARTICLE 39

### DURATION OF AGREEMENT

Section 1. This Agreement shall be effective as of October 1, 201~~0~~<sup>3</sup>, except where otherwise specified herein, and shall remain in full force and effect until September 30, 201~~3~~<sup>4</sup>. This Agreement shall remain in full force and be effective during the period of negotiations. ~~On or before June 1, 2011, collective bargaining negotiations shall be reopened for the second year of this Agreement for the purpose of negotiating Article 27, one other article selected by the FOP/S&L, one other article selected by the City and any other articles by mutual agreement. On or before June 1, 2012, collective bargaining negotiations shall be reopened for the third year of this Agreement upon the written request of either party for the purpose of negotiating Article 27, one other article selected by the FOP/S&L, one other article selected by the City and any other articles by mutual agreement.~~ The parties agree that no reduction in base salaries will be made during the ~~term three (3) years~~ 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.

## APPENDIX 1

### CITY OF VENICE DRUG FREE WORKPLACE POLICY

#### PENDING MODIFICATIONS TO THE CURRENT POLICY

<u>Name</u>	<u>Title</u>	<u>Base Pay IF ELECT FRS PENSION PLAN Retroactive 10/1/13</u>	<u>Base Pay Effective 1st Pay Period After Ratification</u>
<u>HILL, ERIC</u>	<u>POLICE LIEUTENANT</u>	<u>\$87,363.83</u>	<u>\$88,563.83</u>
<u>RESCH, TODD</u>	<u>POLICE LIEUTENANT</u>	<u>\$87,363.83</u>	<u>\$88,563.83</u>
<u>ROSE, MICHAEL</u>	<u>POLICE LIEUTENANT</u>	<u>\$87,363.83</u>	<u>\$88,563.83</u>
<u>ADAMS, JASON</u>	<u>POLICE SERGEANT</u>	<u>\$77,334.20</u>	<u>\$78,534.20</u>
<u>CHAPPA, JESSICA</u>	<u>POLICE SERGEANT</u>	<u>\$77,334.20</u>	<u>\$78,534.20</u>
<u>CREPEAU, TROY</u>	<u>POLICE SERGEANT</u>	<u>\$77,334.20</u>	<u>\$78,534.20</u>
<u>FRANGIONI, EUGENE</u>	<u>POLICE SERGEANT</u>	<u>\$77,334.20</u>	<u>\$78,534.20</u>
<u>GREGOIRE, ALEKSANDER</u>	<u>POLICE SERGEANT</u>	<u>\$77,334.20</u>	<u>\$78,534.20</u>
<u>PERISHO, RONALD</u>	<u>POLICE SERGEANT</u>	<u>\$77,334.20</u>	<u>\$78,534.20</u>
<u>WYRICK, DAVID</u>	<u>POLICE SERGEANT</u>	<u>\$77,334.20</u>	<u>\$78,534.20</u>

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