

COLLECTIVE BARGAINING AGREEMENT BETWEEN

CITY OF PORT ST. LUCIE, FLORIDA

AND

THE FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF PUBLIC AND  
PRIVATE EMPLOYEES, AFL-CIO

FOPE GENERAL EMPLOYEES

10/1/2025 - 9/30/2026

Ratified by the Bargaining Unit:

Ratified by City Council:

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## ARTICLE 1

### RECOGNITION OF UNION

The City of Port St. Lucie (CITY) hereby recognizes FEDERATION OF PUBLIC EMPLOYEES, AFL-CIO (FOPE) as the exclusive bargaining representative for all matters affecting wages, hours, and terms and conditions of employment as provided in Section 447 Part II, Florida Statutes, for those employees in the unit certified by the Public Employees Relations Commission (PERC), Certification #1831, on January 27, 2014. The parties agree that the recognized unit is comprised of the list of classifications, Appendix A, and shall be the basis of a unit clarification petition that the parties shall jointly file with PERC within three (3) months of ratification. The City shall have the authority to modify the list of classifications and shall notify the Union of each change within ten (10) working days after the change. The Union will then notify the City within fifteen (15) working days if it intends to bargain over the change. Failure by the Union to timely notify the City shall be considered a waiver of its right to contest the change in any venue. The City agrees to provide the Union with the list of classifications in the bargaining unit each November.

## ARTICLE 2

### DUES DEDUCTION

#### Section 1: Senate Bill 256

If Senate Bill 256 is overturned, or found to be unlawful, the remaining language of this Article (Sections 2-7 below) shall be reinstated.

#### Section 2: Deductions

Bargaining unit members may authorize payroll deductions on a form attached hereto as Appendix B, or as may be amended and incorporated herein, which is provided by the FOPE for the purpose of paying authorized dues. The FOPE will notify the City as to the amount of deductions. Changes in deductions will be submitted to the City's Human Resources Director, via certified mail, specifying the amount of dues to be deducted, and a list of FOPE members affected.

#### Section 3: Remittance

The City's remittance will be deemed correct if the FOPE does not give written notice to the City within fifteen (15) calendar days of a remittance, specifying the reasons it believes the remittance to be incorrect.

#### Section 4: Indemnification

The FOPE shall indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of any check-off or payroll deduction of FOPE dues, and/or any other personal information contained on the form described in Section 1, above.

#### Section 5: Termination of Deductions

Any employee may discontinue deductions by providing written notice to the Human Resources Department. Deductions shall cease with the first paycheck following thirty (30) calendar days of receiving the notice. Human Resources shall notify the FOPE within 24 hours upon receipt of cancellation of dues deductions.

#### Section 6: Insufficient Pay for Deductions

No deductions shall be made from the pay of any bargaining unit member for any payroll period in which the bargaining unit member's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off or deducted.

#### Section 7: Processing of Dues Deductions

Dues deductions shall be processed by the City and become effective no later than thirty (30) calendar days from the time received in the Human Resources Department. Dues shall be remitted

monthly along with a list containing the names and the amount deducted, of the bargaining unit members for which remittance is made.

## ARTICLE 3

### NON-DISCRIMINATION

Section 1: All parties to this Agreement specifically agree not to discriminate on the basis of race, color, marital status, religion, sex, national origin, age, disability, sexual orientation, gender identification, membership or non-membership in the FOPE, or any other lawfully protected class.

Section 2: Gender Reference: All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

Section 3: Any alleged violation of this article shall be subject to the grievance and arbitration procedures of this Agreement.

## ARTICLE 4

### FOPE REPRESENTATION AND ACTIVITIES

Section 1: The City agrees that, during the term of this Agreement, it will deal only with the authorized representatives of the FOPE in matters pertaining to the interpretation and application of this Agreement. The FOPE agrees to notify the Human Resources Director in writing of the names of its authorized representatives as of the execution of this Agreement and replacement(s) thereof during the term of this Agreement.

Section 2: The FOPE agrees during the term of this Agreement that the FOPE and its representatives will deal only with the City Manager, Assistant City Manager, Human Resources Director, City Attorney, Assistant City Attorneys, or their respective designees in matters pertaining to this Agreement.

Section 3: Neither FOPE representatives nor bargaining unit members shall leave their posts or workstations for the purpose of investigating, handling or settling grievances or conducting other FOPE business without the express permission of their non-bargaining unit supervisor; however, if their non-bargaining unit supervisor (including acting supervisor) is not available, express permission must be obtained by a supervisor in their chain-of-command. Permission will not be unreasonably withheld.

Non-employee FOPE representatives must secure permission from a non-bargaining unit supervisor prior to contacting any on duty employee at any work site for the purpose of conducting business authorized by this Agreement.

When and if it becomes necessary for an employee representative to enter a division, department or area other than his own or the purpose of conducting FOPE business authorized by this Agreement, such employee representative must secure permission from the non-bargaining unit supervisor for the purpose of conducting such business.

Section 4: Subject to Section 3, up to a maximum of two (2) FOPE representatives, (e.g., one (1) FOPE steward and one (1) non-employee representative or two (2) FOPE stewards) shall be permitted to attend mutually scheduled informational meetings, grievance meetings and arbitrations specific to the bargaining unit, without any loss of regular pay or benefits. A maximum of six (6) FOPE representatives shall be permitted to attend mutually scheduled labor/management meetings without any loss of regular pay or benefits, but there may only be one (1) representative per department. The attending bargaining unit member(s) must provide a minimum of forty-eight (48) hours' notice of participation to his supervisor or departmenthead, to the extent practicable. If the required notice is not timely provided, based on the circumstances, the member shall not be compensated by the City.

Section 5: The City agrees to the extent practicable to adjust the work schedules to allow paying up to six (6) representatives to attend mutually scheduled negotiation sessions, but there may only be one representative per department. Such representatives shall be paid at their regular base rate of pay. For any hours over the representatives' regular shift, the City shall flex their schedules

accordingly (e.g., a representative on an eight (8) hour shift who attends a collective bargaining session for ten (10) hours shall have two (2) hours flex time).

The City agrees that the current FOPE Leave Bank, if any, may be used by up to six (6) additional authorized employee representative(s) to attend mutually scheduled negotiations. Furthermore, the time remaining in the leave bank and any future voluntary contributions may be used by authorized representatives to attend to union business. Authorized representatives may utilize time from the leave bank for this purpose. Authorized representatives shall provide a minimum of forty-eight (48) hours' notice, on the form attached hereto as Appendix C and incorporated herein, to their department head and once approved by department head, the department head shall forward it to Human Resources for processing when requesting leave for union business. Requests for time off from the leave bank will not be unreasonably withheld.

Section 6: The City shall quarterly provide to the FOPE a list of all bargaining unit members, providing names, addresses, email addresses, positions and departments that attend its new hire orientation meetings as they may occur. Further, each member attending such meetings shall be directed as to where they are able to print and/or view their collective bargaining agreement on the City's website as well as contact information for all duly recognized FOPE representatives. Furthermore, the City shall advise the FOPE representatives of the date and time of all new hire orientation meetings.

Section 7: The parties acknowledge that the FOPE unit representatives are permitted to participate in FOPE political activities, which includes speaking to elected officials regarding the FOPE's concerns, during non-working hours.

Section 8: The FOPE may maintain up to five (5) bulletin boards for the purpose of union business. Prior to posting information on the FOPE bulletin boards, FOPE shall request approval from the Human Resources Director or designee concerning the content. Approval shall not be unreasonably withheld.



## ARTICLE 5

### EMPLOYEE RIGHTS

Section 1: The City agrees not to interfere with the right of any eligible employee to become a member of the FOPE, withdraw from membership from the FOPE, or refrain from becoming a member of the FOPE. Furthermore, the City agrees not to interfere with the exercise of employee rights pursuant to Section 447.301, Florida Statutes.

Section 2: Language contained in this Agreement shall not preclude any bargaining unit member from pursuing any right or remedy, with or without representation of the FOPE. Further, nothing contained in this Agreement shall preclude any bargaining unit member from discussing a problem directly with his supervisor or other departmental management representative without the involvement of the FOPE, provided that the immediate supervisor or other departmental management representative agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure. This process shall toll the time for the filing of a grievance by the union or the employee, provided the agreement is reduced to writing.

Section 3: Bargaining unit members, through their certified bargaining agent, have the right to negotiate all terms and conditions of employment and any change to the terms and conditions of employment, pursuant to Section 447.301 Florida Statutes.

## ARTICLE 6

### MANAGEMENT RIGHTS

#### Section 1: Reservation of Rights

The City reserves all rights, powers and authority customarily exercised by management, except as otherwise specifically delegated or modified by express provisions of this Agreement.

#### Section 2: Prior Rights

Prior to the time when the FOPE became the representative of the employees covered by this Agreement, the City had the right to deal with its employees with complete freedom, except as its rights were bounded and limited by general laws. By this Agreement, the City and the FOPE have agreed to certain limitations on those rights. However, it is the intention of the parties hereto that the City retain, and the City does retain, each and every right and privilege that it had ever enjoyed, except insofar as it has, by the express and specific terms of this Agreement, agreed to limitations.

#### Section 3: Exclusive Rights.

It is agreed that the City and management of the City alone shall have the authority:

- (a) To determine and direct policies made and methods of providing its services and unilaterally set the standards for same, without any interference in the management and conduct of the City's business on the part of the FOPE or any of its representatives.

Except as expressly limited by a specific provision of this Agreement, or Florida Statutes, or federal law, the City shall continue to have the exclusive right to take any action it deems necessary or appropriate in the management of its business and the direction of its work force. The management of its business includes the right:

- (b) To establish new jobs, abolish or change existing jobs, to increase or decrease the number of jobs or employees, and to determine the assignment of work.

All inherent and common law management rights and functions which the City has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the City. Such rights exclusively reserved to the City shall include the sole and exclusive right:

- (c) To determine the size and composition of its work forces;
- (d) To determine the number and type of equipment, vehicles, machinery, materials, products and supplies to be used, operated or distributed;
- (e) To hire, rehire, retire, promote, demote, evaluate, except as expressly limited by a specific provision of this Agreement;

- (f) To direct, layoff and recall employees subject to the express provisions of this Agreement; to reward or reprimand, discharge or otherwise discipline employees for just cause;
- (g) To maintain the efficiency of employees;
- (h) To determine job content and minimum qualifications for jobs; to determine what records are to be made and kept, including those records relating to hours of work of employees, who will make and keep the records, how the records are to be made and kept;
- (i) To discontinue, transfer, or assign all or any part of its operations; to make time studies of workloads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies; to expand, reduce, alter, combine, transfer, assign, cease or create any job, position, or classification, department, division or operational unit;
- (j) To control and regulate or discontinue the use of any property owned, used, possessed, or leased by the City;
- (k) To make rules and regulations, policies, and procedures not in conflict with the provisions of this Agreement;
- (l) To introduce new, different or improved methods, means and processes of service and operation and otherwise manage the City and direct the work force.

The City's failure to exercise any function or right hereby reserved to it, retained by it, or enumerated herein in Section 3, or, its exercising any function or right in a particular way, shall not be deemed a waiver of its rights or exercise of such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement. The exercise of the above rights in Section 3 shall not preclude the employees or their representatives from filing grievances or seeking other relief about the practical consequences that decisions on these matters may have on their terms and conditions of employment.

Section 4: In interpreting this Agreement, there shall be complete regard for the rights, responsibilities and prerogatives of management. This Agreement shall be so construed that there shall be no interference with such rights as provided in this Agreement.

Section 5: If, at the sole discretion of the City, it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, strikes or illegal work stoppages, hurricane conditions or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City during the term of the declared emergency, provided that wage rates, just cause for discipline, and other direct monetary payments shall not be suspended.

## ARTICLE 7

### PROHIBITION OF STRIKES

The FOPE and the City agree that sections 447.505 and 447.507, Florida Statutes, shall govern their relations regarding the prohibition of strikes.

## ARTICLE 8

### HOURS OF WORK AND ATTENDANCE

Section 1: The standard workweek for full-time employees is forty (40) hours during a continuous seven (7) day period. The workweek shall be the period beginning on Saturday (12:01 a.m.) and ending on the following Friday (midnight). Employees will be assigned a work schedule and expected to begin and end work according to the schedule. The concerned department may consider such schedule changes when operationally feasible. The department's decision is final.

In the event that a bargaining unit member's schedule is changed, the change shall go into effect after a minimum fifteen (15) working day period unless the bargaining member agrees to a shorter notice period.

All employees are expected to report for duty at their scheduled starting times.

Nothing in this agreement shall be construed as a guarantee or limitation of the number of hours or days to be worked per week.

A. A temporary modified schedule for bargaining unit members on restricted duty due to a worker's compensation injury; in such cases, the schedule shall be based on the restriction(s), and the availability of scheduling times within a department.

B. An alternate flextime schedule, which shall be defined as flexibility in designating a set work schedule other than the member's regular schedule; a department head, in his sole discretion, shall outline the provisions of a flextime program for his respective department and provide members with notice thereof.

1. An employee may request to flex his schedule to accommodate temporary personal needs, provided mutual agreement is reached with his immediate supervisor. Employee-requested flex time shall not result in an overtime expense to the City and may be denied based on staffing needs. Such denial shall not be subject to the grievance procedure.

2. A department head may also request to flex an employee's schedule, but such request may be denied by the member. Such denial shall not be grounds for discipline or instruction/cautioning.

Section 2: Only annual, personal, compensatory, and holiday leave shall be used for the purpose of computing overtime hours. Sick, bereavement, jury, administrative, and any unpaid or other types of leave not specifically listed shall not be used for the purpose of computing overtime hours. For the purposes of this section, holiday leave (distinct from holiday pay in Article 11) is only applicable to bargaining unit members who do not work on a City-observed holiday. In the event members work on a City-observed holiday, Article 11 shall apply.

Section 3: Compensatory Time. All bargaining unit members will be eligible to accrue and use compensatory time. A bargaining unit member may accrue up to forty (40) hours of compensatory time. (e.g.: one hour of overtime in a 40/hr. week will relate to one and one-half hours of compensatory time). All compensatory time earned during the prior fiscal year will cease as of September 30 and will be paid as cash wages to the bargaining unit member on the first pay period of the new fiscal year. On October 1 of each fiscal year, all bargaining unit members' compensatory time balances shall return to zero hours. Upon resignation or other separation from City employment, a bargaining unit member shall be compensated for the balance of their accrued compensatory time.

Requests for use of compensatory time will be submitted to the appropriate supervisor forty-eight (48) hours in advance of the requested time-off. Obviously, exigent circumstances may apply and that would waive the minimum forty-eight (48) hour notice. Compensatory time will be charged in one (1) hour minimum increments.

Section 4: The City reserves the right to institute any procedure or system it deems appropriate to measure, record and/or verify attendance and duration of court appearances.

A. Court Appearances. All bargaining unit members shall be paid for all hours worked including travel time (with a minimum of two (2) hours) when required to appear in Court on a job-related case, including being a witness on a City related matter but not as a plaintiff in litigation against the City, during their scheduled off-duty hours. Any remuneration paid by the court, except for mileage (unless mileage was attributed to a City vehicle), shall be turned over to the City. If the bargaining unit member is released from court, he is required to return to duty. Court appearance shall be considered time worked and will apply towards overtime.

B. Jury Duty. Bargaining unit members shall be granted time off at their regular rate of pay when subpoenaed to court as a juror, provided the time for jury duty is during the bargaining unit member's scheduled workday. If the bargaining unit member is released from jury duty more than two (2) hours of the normal end of his scheduled workday, he is required to return to duty. If the bargaining unit member is released from jury duty less than two (2) hours from the normal end of their scheduled work shift they shall contact their immediate supervisor for determination to return to work. In order to receive compensation, the bargaining unit member must present a copy of the subpoena to his supervisor two (2) weeks in advance of the Jury Duty. Attendance at jury duty shall not result in loss of pay.

C. Management shall make a good faith effort to flex a bargaining unit member's schedule when said member is required to serve jury duty or make a court appearance.

Section 5: Call-backs are defined as when a bargaining unit member is required to return to work after the completion of his shift, while off-duty. Prior notification (minimum 24 hours' notice) of mandatory overtime shall negate the payment of call-back hours.

All bargaining unit members shall receive two (2) hours' compensation per shift, plus all time worked, for the first call-back per shift. Bargaining unit members who are not scheduled to be on-

call shall be paid one (1) hour compensation plus all actual time worked for subsequent callbacks on the same shift, in accordance with City overtime provisions. Bargaining unit members shall not receive call-back pay when they are required to remain on duty.

Section 6: Stand-by status is defined as when a bargaining unit member is required to carry a communication device and be available to return to work within forty-five (45) minutes or less of notice. The bargaining unit member will be paid one and one-half (1.5) hours additional regular compensation per day for stand-by status. The bargaining unit member shall be physically fit for duty twenty-four (24) hours per day during his stand-by duty.

Section 7: On-call status is defined as when a bargaining unit member is scheduled for a period of time (e.g., one week) to be available to respond to calls after the end of his shift. The bargaining unit member must be on-site within forty-five (45) minutes. The bargaining unit member will be paid one and one half (1.5) hours additional regular compensation per day for on-call status. The bargaining unit member shall be physically fit for duty twenty-four (24) hours per day during his on-call status.

Section 8: Bargaining unit members shall receive an additional one dollar and twenty-five cents (\$1.25) per hour compensation for all hours worked between 11:00 p.m. and 7:00 a.m. and an additional one dollar (\$1.00) per hour compensation for all hours worked between 6:00 p.m. and 11:00 p.m.

Section 9: Other provisions, if any, regarding bargaining unit members' days and hours not in express conflict with this Article shall be governed by the City's Personnel Rules and Regulations.

## ARTICLE 9

### LEAVE PROVISIONS FOR EMPLOYEES (EXCLUDING SICK LEAVE)

#### Section 1: Military Leave

Employees must provide advance notice (unless excused by applicable law or regulations) of their military orders on the earliest possible date to their department director and Human Resources. Federal Law and state statutes govern the granting of military leave.

When a bargaining unit member is ordered to active military duty beyond thirty (30) days in any one annual period, the City agrees to the following:

The City will pay the difference between his military salary and the regular rate of pay he received as an employee of the City for those reservists who are called to active duty for a period not to exceed nine (9) months. In addition, all health insurance benefits and other benefits, those that normally accrue to employees, continue to accrue to those employees on active military duty with any conditions, limitations, or payments that may be applicable, in accordance with federal or state law.

To the extent practical, the City agrees to flex the schedules of employees on short term (i.e., active or inactive training) military leave. Please contact the Human Resources Department for details and further information.

#### Section 2: Annual Leave

The City recognizes the importance of personal time away from work and affords bargaining unit employees an opportunity to take annual leave in accord with the following:

##### A. Accrual.

All full-time City bargaining unit members accrue annual leave, as shown below.

Years Employed	Hours Accrued Per Annum
1 - 3	80
4 - 9	120
10 - 19	160
20 +	200

##### B. Charging Leave

1. Annual leave time shall be scheduled and charged to the bargaining unit member in one (1) hour increments.
2. Annual leave shall not be charged during City recognized holidays.



3. For purposes of determining overtime, authorized annual leave hours shall be construed as time worked.
4. After completion of six (6) months continuous service, the bargaining unit member shall be eligible to use accrued leave.

#### C. Request for Leave

1. A request for forty (40) or more hours of annual leave should, to the extent practicable, be submitted to the bargaining unit member's department head at least two (2) weeks in advance of the first day of the requested leave. A request for less than forty (40) hours of annual leave shall be submitted to the bargaining unit member's department head at least two (2) full working days in advance of the first day of the requested leave. For example, a request to be on annual leave on a Friday needs to be submitted by midnight Tuesday. A request may be submitted less than two (2) full working days in advance due to extenuating circumstances and the department head shall make a good faith effort to accommodate such requests. department heads shall designate non-bargaining unit supervisors to approve or reject annual leave requests. All requests for leave shall be responded to in three (3) calendar days.
2. Annual leave may be taken after approval by the appropriate department head or designee, and every eligible bargaining unit member shall be encouraged to take at least eighty (80) hours leave during the year.
3. Leave may be used only as accrued and annual leave with pay shall not be allowed in advance of being accrued.
4. No employee shall be permitted to take more than twenty (20) consecutive days of annual leave in any six (6) month period without permission of the department head. The department head's decision shall be final.

#### D. Accrual and Usage

1. Bargaining unit members are expected to take annual leave.
2. A bargaining unit member will not be paid for accrued leave in lieu of taking such leave except upon separation, or pursuant to Paragraphs E.1. or E.2. of this article.
3. Annual leave may be accrued to a maximum of three hundred sixty regular (360) regular hours.

#### E. Payment for Unused Annual Leave

1. If a department head cannot accommodate a bargaining unit member's request for annual leave, the department head may recommend that the bargaining unit member be compensated for up to 80 hours of annual leave, during the anniversary of the date of hire.

Approval is contingent upon verification that funds are available and the approval of the Director of Human Resources or designee. If approval is denied, the bargaining unit member shall submit a new annual leave request.

2. After taking at least one hundred twenty (120) hours of accrued leave in the preceding anniversary period of the date of hire, a bargaining unit member may request to sell back up to eighty (80) hours of accrued leave in increments of no less than forty (40) hours. Approval of any payments is contingent upon budget restrictions and the concurrence of the department head. Approval shall not be unreasonably withheld.

3. Bargaining unit members with more than six (6) months of service who leave City employment shall receive any remaining balance of accrued annual leave as of the date of separation. The accrued annual leave shall be computed at the employee's base rate of pay at time of separation. Payment for unused accrued annual leave shall be limited to three hundred sixty (360) hours.

4. All accrued annual leave of bargaining unit members who pass away while in the service of the City shall be paid to the spouse or beneficiary of the bargaining unit member according to applicable law.

#### Section 3: Family and Medical Leave (FMLA). FMLA is available when:

- a son or daughter is born to the bargaining unit
- a son or daughter is placed with the bargaining unit member for adoption or foster care;
- the bargaining unit member is needed to care for a seriously ill spouse, son, daughter, stepchild or parent;
- the bargaining unit member has a serious health condition;
- Qualifying Military Exigency Leave;
- Military Caregiver Leave.

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law and shall constitute just cause, if verified; however, an employee on unpaid FMLA pursuant to Section 3(D) above may work elsewhere provided the employee's medical restrictions renders him unable to perform the duties of the City job.

The City will follow the federal regulations in regard to the Family Medical Leave Act.

Regulations regarding the applicable FMLA requirements and restrictions are available in the Human Resources/Benefits Division.

#### Section 4: Bereavement Leave

Full-time bargaining unit members may be granted up to forty (40) hours' bereavement leave for deaths in their immediate family, without charge to any accrued leave time. Part-time bargaining unit members may be granted up to twenty (20) hours. The bereavement leave may only be taken at, or around the time of the death to grieve the loss or attend funeral or cremation services. (Immediate family is defined as the bargaining unit member's spouse, child, parent, grandparent, grandchild, stepparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepchild, aunt, uncle, or legal guardian. Paid bereavement leave for non-family members may be granted at the discretion of the department head. Written proof of familial relationship as described in this section, and death notice, may be required in order to receive bereavement leave. Bereavement leave is not considered time worked and shall not apply toward overtime.

#### Section 5: Personal Leave Days

All full-time classified bargaining unit members shall receive two (2) shifts of personal leave per calendar year without deduction from any other accrued leave benefits. This benefit may be used on an hourly basis. Days may be used consecutively. For example, a bargaining unit member working eight (8) hours a day will receive sixteen (16) hours per calendar year. A bargaining unit member working ten (10) hours a day will receive twenty (20) hours per calendar year.

All part-time non-probationary bargaining unit members shall receive two (2) personal leave days at a rate of five (5) hours per day, or a total of ten (10) hours per calendar year without deduction from any other accrued leave benefit.

Requests for personal leave days should be submitted to the employee's department head or his designee within two (2) working days of the requested leave day(s), to the extent possible last-minute emergencies will not be unreasonably denied. Paid personal leave days may not be accrued from year-to-year and are not paid out at time of separation. Personal leave days are considered time worked and shall apply toward overtime.

## Section 6: Other Provisions Regarding Leaves-of-Absence

A. For purposes of this section, a leave of absence will be defined as the following:

- Personal Leave of Absence (paid or unpaid)
- Family Medical Leave of Absence (FMLA)
- Medical Leave of Absence (non-FMLA)
- Suspension
- Administrative Leave (paid or unpaid)

B. All leaves-of-absence as specified in Section 6.A. above shall be limited to a maximum of 180 calendar days in any rolling 12-month period of time. At the expiration of 180 days, a bargaining unit employee shall be separated from service unless otherwise prohibited by law or the City Manager extends the leave period. Military leave shall not be counted toward the 180-calendar day maximum.

C. All initial requests for leaves-of-absence and requests for extensions of leaves-of-absence shall be submitted in writing to the bargaining unit member's department head.

D. No further accrual of sick time and/or annual leave shall be permitted after thirty (30) consecutive calendar days of leaves of absence.

E. Health, disability, pension, life insurance and other benefits shall not be suspended during approved medical leaves-of-absence so long as the bargaining unit member makes their required contribution.

F. Salary Increases While on Leave of Absence.

1. Bargaining unit members on paid medical, FMLA or military leaves-of-absence shall be eligible for any City-wide increases.
2. Upon the bargaining unit member's return to work, he shall be placed in the same or equivalent position held prior to the leave-of-absence to the extent practicable. Those who are on military deployment shall be placed back into their positions pursuant to state and federal law.

G. Should a bargaining unit member fail to return from any approved leave of absence at the end of the approved period, it shall be considered abandonment of the bargaining unit member's position and his resignation.

H. For absences related to injuries compensable under Section 440, Florida Statutes, a maximum of two (2) years shall be granted from the date of injury. If the bargaining unit member is unable to perform the essential functions of their position at the expiration of the two (2) years, the City shall attempt to place the bargaining unit member in a vacant position for which the bargaining unit member is qualified. If no such position exists, the bargaining unit member shall be separated from service, unless otherwise prohibited by law or the City Manager extends the leave period. The foregoing shall not apply to a bargaining unit member who has reached Maximum Medical Improvement (MMI) and

cannot perform the essential functions of the position. In such case, the bargaining unit member who has reached MMI shall be placed in a vacant position for which the employee is qualified or separated from service unless otherwise prohibited by law.

#### Section 7: Administrative Leave

The City Manager or department head may place a bargaining unit member on paid administrative leave for the purpose of conducting an investigation that may result in disciplinary action. All other administrative leaves shall be considered as leave without pay.

A. Management shall have the right to relieve a bargaining unit member by placing him on an Administrative Leave with pay, or an Administrative Leave without pay. A bargaining unit member on an unpaid Administrative Leave may utilize accrued annual leave.

B. The City shall be required to complete and impose discipline (if any) on the bargaining unit member who was placed on an Administrative Leave, within 120 days.

#### Section 8: Unpaid Administrative Leave

The City Manager or department head may place a bargaining unit member on unpaid Administrative Leave if the member is unable to perform their essential functions as detailed in their job description. While on unpaid Administrative Leave, a bargaining unit member may be terminated if unable to perform their essential functions as detailed in the job description.

## ARTICLE 10

### WAGES AND INCENTIVES

#### Section 1: Pay and Classification

The City has established and will maintain a pay and classification system that places job classifications on a pay scale which establishes a minimum and maximum salary for each pay grade which is based on external market data while maintaining internal hierarchy. The City reserves the right to increase pay ranges as it deems appropriate, as well as the authority to make equitable adjustments to bargaining unit members' salary from time to time. Irrespective of the aforementioned authority of the City to make increases to pay ranges and equitable adjustments to salaries, nothing contained in this section shall be interpreted as a waiver of the Union's right to bargain over the impact of such actions. In the event the Union makes an adequate showing of a negotiable impact(s), the City and Union will promptly meet to negotiate those impact issues identified by the Union to the extent the City is required by law to negotiate.

#### Section 2: Annual Increases

For Fiscal Year 2025-2026, the minimum and maximum of all pay ranges will be increased by seven percent (7%), effective the first full pay period of October 2025.

Bargaining unit members who are below the new maximum of their pay range maximum will receive an across-the-board increase of seven percent (7%) effective the first full pay period of October 2025, but not to exceed the new maximum. Any amount of the seven percent (7%) increase which would increase the member's wage rate beyond the new maximum will be paid as a one-time lump sum payment not added to the base wage. Bargaining unit members whose wage rate is above the new maximum of their pay range will receive a one-time lump sum payment equal to seven percent (7%) of their annual wage which will not be added to the base wage.

#### Section 3: Minimum Wage Standard

A. Any bargaining unit members hired on or after October 1, 2022 shall be paid a starting wage of least fifteen dollars (\$15.00) per hour. The starting wage rate shall increase annually in accordance with applicable state law.

#### Section 4: Educational Incentive and Certification

##### A. Approval Process

Bargaining unit members must obtain written approval in advance from their department head to ensure that any degree, course, license, or training outlined in this section will qualify for incentive

pay. Advance approval shall also be sought prior to the start of the classes. All requests shall be submitted using the "Pre-Approval" form attached hereto as Appendix D and incorporated herein. However, no incentive pay will be provided to an employee in a position where the degree, course, license, or training is required by the job description to serve in the position unless the employee has satisfied the requirements for the position in an alternative fashion pursuant to the job description.

Prior to reimbursement for expenses incurred by the City in helping the employee to obtain a degree, course, license or training, the employee will sign a written agreement identifying the cost of said expenses and committing to remain employed with the City for one (1) year from the date of the reimbursement. If the employee voluntarily separates from City service within the year following reimbursement, the City will remit the pro rata amount, up to \$1,500, from their final paycheck or leave payout balance, if any, to the extent allowable by law. The repayment amount will be prorated based on the timing of separation (e.g., an employee who leaves the City six months after receiving the training shall reimburse the City 50% of the total expenditure.) This payback provision excludes the cost of certification pay provided in section 4(B) of this Article.

B. The Enumerated List (and additions thereto)

The City and FOPE agree that the following list contains certifications eligible for payment, subject to the aforementioned approval process. Additions to the list may be made from time to time upon the request of either the City or FOPE, provided the applicable Department Director(s), in consultation with the Human Resources Director or designee, determine that the certification, including the corresponding monetary value, warrant inclusion. In the event FOPE disagrees with a denial of a requested certification being added to the list of approved certifications and/or objects to the amount of the corresponding monetary value, it has the ability to grieve the decision in an expedited manner by advancing a grievance directly to Step III.

Associate's degree	2.5%
Bachelor's degree	5%
Master's degree	5%
Water Plant or Waste Water Plant Operator	
Operator A License	5%
Operator B License	5%
Operator C License	5%
Water Distribution Operator License	5%
Backflow Prevention Tester License	5%
Florida Association of Code Enforcement Certification	5%
Level IV	5%
Level III	5%
Level II	5%
Level I	5%
Florida Animal Control Association Certification	5%
Building Inspector (Structural) Certification	5%
Plumbing Inspector Certification	5%
Electrical Inspector Certification	5%
Mechanical Inspector (A/C & Gas) Certification	5%
Residential Inspector Certification	10%
Plans Examiner Certification	5%
City Clerk Certification	5%
Equipment Operator Certification	2%
Residential Fire Sprinkler Inspector Certification	5%
Latent Print Examiner Certification	5%
Public Buyer Certification	5%
Permit Technician Certification	5%
Handicap Accessibility Inspector	3%
American Inst. Of Certified Planners Certification	5%



Those above their maximum pay range as outlined in the City Pay Plan will receive the equivalent in a lump sum subject to the provisions of section two (2) above.

C. Loss of required certification(s) shall result in a commensurate decrease in pay and change in status (i.e., demotion, transfer to another division or department), depending upon the requirements of the position.

D. The education incentive shall be limited to one (1) payment of one degree per classified bargaining unit member per fiscal year.

E. Certification incentive pay shall be limited to no more than two (2) payments for two (2) certifications per bargaining unit member at any given time, however, the two (2) certification maximum shall not apply to bargaining unit members of the City's Building Department or the Public Works Department. All certifications for which advanced approval was received must be obtained within a reasonable amount of time. However, at no point shall the approval extend beyond twelve (12) months unless mutually agreed upon in writing between the bargaining unit member and the City. Probationary employees shall not be eligible to receive certification increase(s).

#### Section 5: Duration

This article shall expire September 30, 2026. Bargaining unit members shall not be eligible for any wage increase, wage adjustment or incentive increase on or after October 1, 2026, except as re-negotiated and ratified by the parties.

## ARTICLE 11

### BENEFITS

The following benefits are available to eligible bargaining unit members as

- +Medical Insurance Plan
- +Vision Care Plan
- +Dental Insurance Plan
- +Prescription Drug Plan
- Short-Long-Term Disability Insurance
- \$50,000 Group A.D. &D. Insurance
- \$50,000 Group Term Life Insurance
- \*Uniforms and Maintenance
- \*\* Credit Union Membership
- \*Employee Assistance Program
- Voluntary Supplemental Plans
- \*\* Prepaid Legal Plan
- \*\* Identity Theft Plan
- + Voluntary Life Insurance Policies
  
- \* *FIT* and *PIT* Employees
- \*\* *FIT* and *PIT* Employees- pay all costs through payroll deduction
- + *FIT* employees only - pay contributions through payroll deduction No Symbol: *FIT* Employees Only

#### Section 2: City and Employee Health Contributions.

The City will provide two (2) plans for health care: The Traditional Plan which has benefits roughly comparable to those historically provided by the City and the Basic Plan which has a lower level of benefits.

The City's health care coverage is unbundled. Coverage consists of three (3) separate benefits; medical, dental, and vision. The City and the employee shall provide monthly dollar amount contributions as outlined below.

Effective October 1, 2025, through September 30, 2026, the City and the employee shall each provide monthly dollar contributions to the Health Insurance Fund for the cost of health care coverage as outlined below.

**TRADITIONAL PLAN  
EMPLOYEE CONTRIBUTION MONTHLY  
FY 2025-2026**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
Single	15%	147.62	2.55	.51	150.68
Emp. /Sp.	18.5%	455.17	20.90	4.18	480.25
Emp. /Ch	18.5%	336.83	11.85	2.37	351.05
Family	18.5%	664.55	21.10	4.22	689.87

**TRADITIONAL PLAN  
EMPLOYER CONTRIBUTION MONTHLY  
FY 2025-2026**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
Single	85%	836.51	29.10	5.82	871.43
Emp. /Sp.	81.5%	2005.23	102.10	20.42	2127.75
Emp. /Ch	81.5%	1483.86	57.80	11.56	1553.22
Family	81.5%	2927.62	102.95	20.59	3051.16

**BASIC PLAN  
EMPLOYEE CONTRIBUTION MONTHLY  
FY 2025-2026**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
Single	8%	70.93	2.55	.51	73.99
Emp. /Sp.	16%	354.65	20.90	4.18	379.73
Emp. /Ch	16%	262.44	11.85	2.37	276.66
Family	16%	531.98	21.10	4.22	557.30

**BASIC PLAN  
EMPLOYER CONTRIBUTION MONTHLY  
FY 20256-2026**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
Single	92%	815.70	29.10	5.82	850.62
Emp. /Sp.	84%	1861.92	102.10	20.42	1984.44
Emp. /Ch	84%	1377.82	57.80	11.56	1447.18
Family	84%	2792.88	102.95	20.59	2916.42

A full summary of benefits, including applicable copayments, co-insurance, deductibles, and other costs related to the Plan is detailed in a summary of benefits spreadsheet, which may be obtained from the Human Resources Department.

In the event another employee group is awarded a lower health care contribution amount for the same health care plan as this unit, that lower employee contribution amount will be granted to the members of this bargaining unit.

## 21 Health Insurance Rebate Program

Since the total contributions for the health insurance plan, as identified in Section 2 above, are based on projections, and since it is to the advantage of both employees and the City to keep health insurance costs as low as practicable, the City established a rebate program for situations when the actual annual fund expenses are less than the projected expenses. There will be no increase in employee or City contributions required in the event actual expenses are greater than budgeted. This rebate program should encourage employees to stay as healthy as possible and thereby keep health costs down.

The rebate will be calculated annually in the same manner as previously calculated.

In the case of an employee being a plan participant for only a portion of a fiscal year, any rebate shall be prorated for the number of months the employee participated in the health plan. Rebate payments shall be distributed by separate check payable no later than December following the end of the fiscal year.

## Section 3: Clinic On-Duty Program

The City will continue to allow employees to use on-duty time to visit the clinic.

## Section 4: Short- and Long-Term Disability Benefits.

Additional benefits under the City's Short and Long-Term Disability policies will be offered to all eligible full-time bargaining unit members. These benefits pay a bargaining unit member sixty percent (60%) of his average weekly earnings during periods of covered illness or disability, pursuant to the Plan guidelines. A bargaining unit member may use the benefits provided under this plan to supplement his accrued sick leave. In no case shall a bargaining unit member receive more than one hundred percent (100%) of his gross wages during periods of illness or disability.

## Section 5: Holidays

A. The City will observe the following holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in Sept.
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in Nov. Fri.
Day after Thanksgiving	after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Or any day declared by the City as a holiday.

- B. When a holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday.
- C. All bargaining unit members shall receive holiday pay, at their regular rate of pay.
- D. If a bargaining unit member works on a City-recognized holiday, he shall be paid time and one-half (1.5) his regular rate for all hours worked and receive the normal holiday compensation up to the hours of their scheduled shift (e.g. 8, 10, or 12 hours).
- E. When a City-recognized holiday and a full time bargaining unit member's day off coincide, the bargaining unit member shall be granted another day off, have his vacation leave credited the hours of the employee's scheduled shift (e.g. 8; 10; or 12 hours), or receive compensation for the amount of hours of the employee's scheduled shift at their regular rate of pay, subject to the approval of the department head or his designee.
- F. When a holiday falls within a period of paid leave, the holiday shall not be counted as a workday in computing the amount of leave debited.
- G. When a holiday falls within a period of an unpaid leave of absence, the bargaining unit member shall not be paid for the holiday.

Section 6: All eligible newly-hired bargaining unit members can participate in City-provided benefit plans on the first day of the month following sixty (60) days of continuous employment. In no case should the waiting period exceed ninety (90) days. Pension plans may have other length of employment requirements.

Section 7: Classified bargaining unit members (those who have passed their initial probationary period) who are assigned to duties that require safety shoes shall receive an annual allowance of one hundred fifty dollars (\$150.00) for the purchase of safety shoes. The shoe allowance shall be paid out to the employee during the first full pay period of the fiscal year. The bargaining unit member shall be on active duty at the time of payment, (i.e., not on any type of paid or unpaid leave-of- absence), in order to receive payment.

Upon ratification if a newly-hired bargaining unit member's position requires safety shoes, the newly hired bargaining unit member will be issued a \$50.00 stipend in their first check to cover the purchase of said safety shoes.

Any other employees that are required to wear a certain uniformed color/sneaker/shoe shall receive an annual allowance of twenty-five dollars (\$25.00) for the purchase of such uniformed shoe.

Section 8: The City agrees to continue to pay the applicable employer portion of the bargaining unit members' health insurance benefit costs if the bargaining unit member is permanently disabled as a result of job-related injury. The bargaining unit member shall continue to pay the applicable employee portion of the health insurance benefit costs. The City reserves the right, at its expense, to have any bargaining unit member applying for this benefit examined by a physician selected by the City. Furthermore, if the bargaining unit member passes away in the line of duty, the surviving spouse and dependents will not be required to pay the employee's elected monthly contribution for medical, dental and/or vision insurance for a period of two (2) years following the death of the employee. After two years from the death of the employee, the bargaining unit members spouse and dependent children, will continue to pay the employee's elected portion of the health insurance costs at the rates set by the City annually, and in accordance with eligibility requirements and applicable state and federal law.

#### Section 9: Health Insurance Review Committee

The City shall utilize the Health Insurance Review Committee to examine the costs associated with the provision of health insurance. A representative chosen by the FOPE shall serve as a committee member. The City agrees to pay up to one (1) representative to attend during normally scheduled City business hours and the employee shall be permitted to attend the meeting. The representative's schedule shall be flexed, if needed, to reflect the hours of the meeting so as to not create additional hours worked above and beyond the normal shift.

## Section 10: Pre-Paid Required Course Work

If a bargaining unit member is required as part of his job to take either a correspondence course or attend classes, the bargaining unit member's department shall pay one hundred percent (100%) of the cost. Payment shall be made at the time the bargaining unit member enrolls in the program. All required courses shall first be approved by the bargaining unit member's department head or designee as appropriate. Time spent in class shall be considered time worked, and therefore, employees shall be compensated in accordance with the Fair Labor Standards Act (FLSA). The City shall have the exclusive right to determine what constitutes required training. Management shall make a good faith effort to flex members' schedules whenever required training takes place during their off-duty hours.

## Section 11: Reimbursable/Payable Certification Licensing Fees

To be eligible for licensing fee reimbursement/payment, the following guidelines must be met:

1. The license requirement must be a prerequisite by the State of Florida for a bargaining unit member to maintain his professional, skilled craft or technical status to perform his job duties and responsibilities.
2. The department for which the bargaining unit member works shall provide funding for licensing fee reimbursement/payment.
3. A licensing fee may be paid directly by the City for the bargaining unit member, provided the bargaining unit member submits his application in sufficient time to allow for approval and processing of payment to the appropriate licensing agency. The City shall not be responsible for any penalty or other fee, which may be assessed due to a late payment of the licensing fee.

## Section 12: Use of City Vehicles.

The use of vehicles owned by the City of Port St. Lucie shall be in accord with the provisions and restrictions contained in Ordinance 79-27. Take-home vehicle privileges are to ensure the prompt response of a bargaining unit member in the implementation of his duties.

## ARTICLE 12

### RETIREMENT PLANS

Section 1: During the life of this Agreement, the City agrees to provide eligible bargaining unit members with a contribution of 11.4% of their gross taxable wages to the ICMA RC 401A, subject to Internal Revenue code limits. Employees shall be eligible to participate in the ICMA RC 401A on the first day of the month following sixty (60) days of continuous full-time service

Section 2: Employees shall be required to make a contribution of one percent (1%) of their gross taxable wages to the ICMA RC 401A program in addition to the City's contribution.

Section 3: Subject to Internal Revenue Code limits, all eligible bargaining unit members may contribute to a City-sponsored 457 deferred compensation plan at their own expense on the first date of hire with the City. Eligibility requirements are available in the Pension Administration Division of the Finance Department.

#### Section 4: Retirement Planning Meetings

The City agrees to make a representative available from ICMA-RC to meet with each new employee one-on-one within twelve (12) months after the employee completes probation to discuss retirement planning. The City also agrees to make arrangements for similar meetings with each employee one-on-one in the calendar years the employee becomes 50 years old and when the employee becomes 60 for further discussions about retirement planning. The employee will be encouraged to have his/her spouse or other family member attend each meeting as well. Employee attendance at all three meetings shall be optional.



# ARTICLE 13

## SICK TIME

### Section 1: Eligibility

Full-time and part-time bargaining unit members are eligible for paid sick time.

### Section 2: Charging Leave

Sick time shall be charged to the bargaining unit member for the actual time the bargaining unit member is away from work.

Sick time will be charged in not less than a thirty (30) minute minimum increments, for time less than one (1) day.

### Section 3: Request for Leave

To receive compensation while absent on sick time, a bargaining unit member shall notify his immediate supervisor or department head at least thirty (30) minutes prior to the start of their scheduled shift unless there are extenuating circumstances. The method of notification shall be via verbal communication. In the event verbal communication cannot be accomplished, an alternate means (e.g., email, voicemail) shall suffice. A bargaining unit member in a unit operating on a sixteen or twenty-four hour basis must notify his immediate supervisor sixty (60) minutes prior to the start of his shift of absence due to illness or injury.

The City may require a note from a physician after three (3) or more consecutive days of absence if abuse of leave is suspected. Provided the suspicion is based on objective criteria.

### Section 4: Uses of Sick Time

- For non-work related injuries and illnesses for self, spouse, children and parent.
- Medical, dental, optical, psychological, psychiatric or chiropractic examination or treatment.
- Approved Family and Medical Leave Act (FMLA) absences.
- Exposure to a contagious disease that would endanger others.
- Pregnancy.

### Section 5: Accrual

Sick time accrual begins from the date of employment. Full-time bargaining unit members accrue eight (8) hours per month (96 hours per year) and part-time bargaining unit members accrue four hours per month (48 hours per year). There is no maximum amount of sick time that may be accrued.

## Section 6: Sick Time Payment

All bargaining unit members employed on or before 8/10/2014 may be compensated for accrued, unused sick time according to the following schedule:

Years Employed	Payment Percentage
5 – 9	50%
10 – 14	60%
15 – 19	75%
20 +	100%

Bargaining unit members employed on or after 8/11/2014, may be compensated for accrued, unused sick time according to the following schedule:

Years Employed	Payment Percentage
5 – 9	20%
10 – 14	30%
15 – 19	40%
20 +	50%

Bargaining unit members employed on or after 11/18/2019 may be compensated for accrued, unused sick time according to the following schedule:

Years Employed	Payment Percentage
20 +	50%

Payments shall be made only when a bargaining unit member separates from City employment in good standing, and shall be limited to a maximum of 1,040 hours for full-time bargaining unit members, and 520 hours for part-time bargaining unit members.

Upon involuntary termination from the City service, all current and accumulated sick time will be forfeited by the bargaining unit member.

## Section 7: Fitness for Duty

If a bargaining unit member is unable to perform the essential functions of their job duties, the City reserves the right to require proof of illness or disability and to have bargaining unit members submit to physical or psychological examinations to determine fitness for duty in accordance with FMLA and ADA, where applicable. Bargaining unit members who cannot perform their job duties for physical or mental reasons shall have their job duties modified, be transferred to another position, be placed on a leave of absence, or separated from service at the determination of the City in accordance with applicable law. However, the City must begin with the least restrictive means prior to a bargaining unit member being placed on a leave of absence or separated from service.

A. Proof of Fitness for Duty a physician's note shall serve as adequate proof of fitness for duty.

B. For Disability Claims – a physician's letter detailing the disability shall serve as adequate proof of fitness for duty. Once a qualified disability is determined, the Human Resource/Benefits Division will engage in an interactive process with the bargaining unit member as outlined under the American with Disabilities Act.

#### Section 8: Donated Sick Time

Bargaining unit members may also receive donated sick time from any bargaining and non-bargaining unit employee. The bargaining unit member making the donation shall be employed with the City for more than five (5) years. A bargaining unit member needs to have used all of their accruals (sick, annual, personal) prior to any donated sick time being used. A bargaining unit member may only receive a maximum of twenty-four (24) hours per donor within a rolling twelve (12) month period. The donated sick time may only be used for approved consecutive FMLA qualifying events.

## ARTICLE 14

### PROBATIONARY PERIODS AND PERFORMANCE EVALUATIONS

Section 1: All classified status bargaining unit members shall receive a written evaluation from their immediate supervisor annually. Probationary bargaining unit members shall be evaluated on a more frequent basis. Initial probation shall be nine (9) months from date-of-hire. Promoted, reclassified, demoted or transferred bargaining unit members shall serve a probationary period.

Section 2: Bargaining unit members will be evaluated on their job performance and shall be expected to meet only performance standards as defined in their position description. All such performance standards will be job-related.

Section 3: A bargaining unit member who is not meeting all performance standards will be notified by his supervisor of the area(s) to be corrected prior to a performance evaluation.

Section 4: Bargaining unit members who do not meet performance standards in their overall rating and are denied a wage increase may use the grievance procedure set forth in this agreement up to a binding arbitration hearing.

## ARTICLE 15

### PROMOTION/RECLASSIFICATION/TRANSFERS

Section 1: Management shall be required to post vacant positions in the Bargaining Unit, except those vacancies involving a re-organization, and when there is a disciplinary or non-disciplinary demotion.

Management has the right to fill positions to meet the needs of the City. Bargaining unit positions shall be posted simultaneously both internally and externally in order to identify the best qualified candidate. Bargaining unit members may submit applications through the City's electronic application system for the first seven (7) calendar days of the posting period. If no bargaining unit member meets the qualifications, the City will consider applications from outside the bargaining unit, but such applications will not be considered until it has been determined that no bargaining unit members meet the essential qualifications. Any bargaining unit members who submit an application for a posted position after the seventh (7<sup>th</sup>) calendar day will be considered along with applicants outside of the bargaining unit.

All postings shall include the requirements for the position and the pay rate. All postings shall be distributed to all City departments, appear on the City's Job Announcement board at City Hall, and appear on the City's website. Examinations may be held for specific positions, but the union may request a verification of the validation process of such exams. The City remains committed to provide career development opportunities to current employees through internal and external training, leadership development and succession planning. New hire probationary employees may be considered for positions only after no regular full-time or part-time employee has been found to meet the essential qualifications.

Management may deny the appointment of any bargaining unit applicant whenever the applicants' employment history within the last five (5) years with the City has been deemed unsuitable with respect to the position sought. The Police Department's civilian positions are excluded from the five (5) year lookback period and maintain the right to review an applicant's entire personnel history with the City.

Section 2: The City of Port St. Lucie reserves the right to set all standards for promotion including criteria, implementation, and administration. In order to facilitate the career development of bargaining unit employees, training opportunities and participation in the City's Succession Plan/Program if applicable shall be equitably offered to interested bargaining unit employees.

#### Section 3: Reclassification, Promotion, Demotion

A. Reclassification – is defined as a recognition that one or more bargaining unit members in the same classification have, over time, taken on duties that are outside of the current job description, and is/are effectively performing the duties of a higher classification. A reclassified employee shall receive an increase of five percent (5%) of his regular wage if the new classification is one grade higher on the pay scale, ten percent (10%) if the new classification is two (2) or more grades higher on the pay scale. At no time, will the employee earn less than the minimum rate for the pay grade to which they are reclassified. Employees who are already paid over the maximum pay rate for the new position will receive a five percent (5%) or ten percent (10%) lump sum payment not to base upon reclassification. The employee's classification date will remain the same.

B. Promotion – is defined as a bargaining unit member changing to a job classification in a higher pay grade. A promoted employee shall receive a five percent (5%) wage increase if the promotion is one grade higher on the pay scale, and ten percent (10%) if the promotion is two (2) grades or higher on the pay scale. At no time will the employee earn less than the minimum rate for the pay grade to which they are promoted. Employees who are already paid over the maximum pay rate for the new position will receive a five percent (5%) or ten percent (10%) lump sum payment not to base upon promotion. The employee's classification date will change to the date of the promotion.

Notwithstanding any provision in this Article, the City reserves the ability to increase the start rate of an incumbent employee who moves to another position up to fifteen percent (15%) above the position's start rate upon the recommendation of the Department Director and the approval of the Human Resources Director or designee. Salaries may exceed fifteen percent (15%) of the start rate upon the authorization of the Human Resources Director and the City Manager.

C. Demotion – is defined as whenever a bargaining unit member is involuntarily brought to a lower pay grade as determined by the City's pay and classification plan. The demoted employee shall receive a decrease of five percent (5%) or a rate equivalent to 140% of the starting rate of the new position, whichever is lower. The classification date will change to the date of demotion. The employee's classification date will change to the date of the demotion.

Section 4: Any bargaining unit member who is promoted, reclassified, demoted or transferred shall serve a ninety (90) calendar day probationary period in the new position, except as outlined in the layoff provisions of Article 18. If at any time during this probationary period the bargaining unit member is found by the City, in its sole discretion, not to be suited for the position to which he was promoted, transferred or reclassified, he shall be returned to his former position without loss of seniority, and at his former base rate of pay.

If that former position is occupied, the bargaining unit member occupying that position will be displaced. The displaced bargaining unit member shall be considered laid off and, therefore, may exercise his bumping rights in accordance with Article 18.

Demoted employees who do not meet the ninety (90) calendar day probationary period shall be separated from service.

## Section 5: Transfers

A. The timeframe for transfers shall be coordinated between the two affected department heads and the Human Resources Director. A bargaining unit member may be transferred to another department with the same job classification and such transfer will not change the bargaining unit member's pay, anniversary date or classification date. Transfers may be voluntary or involuntary.

B. Voluntary Transfer. A non-probationary bargaining unit member may request in writing a transfer to a different position and/or location in the City pursuant to Section 1. An employee transferred at their own request to a classification in a lower pay grade shall have their pay set, within the applicable pay range for the classification, by the

Department Director in consultation with the Human Resources Director, but in no event shall the pay be reduced by more than 5% or set above the maximum of the new pay grade (whichever results in a lower wage rate). In no case will a voluntary transferred employee be paid above the maximum of their new pay grade.

C. Involuntary Transfer. The City may transfer a bargaining unit member to fill the needs of the City; however, the City will make a good faith effort to take such action only when necessary to provide effective and efficient services.

#### Section 6: Acting Pay for Supervisor or Lead positions

If a bargaining unit member is assigned, by his department head or his designee, to work as an acting supervisor or lead for an entire shift, the member shall be paid an additional one and one-half (1.5) hours pay as additional regular compensation per day.

#### Section 7: Working Out of Classification

A. The City shall not be prevented from temporarily assigning or appointing any employee to perform work which would normally be done by an employee in another classification when, in the discretion of the City, such assignment or appointment is necessary.

B. If an employee is assigned in another job classification in a higher pay grade for more than four (4) consecutive workdays the employee shall receive on the fifth (5<sup>th</sup>) day and thereafter five percent (5%) to their regular hourly rate of pay, or ten (10%) if the pay grade is two (2) or more grades higher or the minimum of the higher pay grade whichever is greater for the time the employee works in that classification. If the employee works in a lower pay grade they shall retain their current rate of pay.

## ARTICLE 16

### SENIORITY

Section 1: The City agrees that City seniority shall consist of continuous, accumulated service, computed from the bargaining unit member's date-of-hire. Periods of contractual, seasonal and temporary employment shall not be calculated in determining City seniority.

For all bargaining unit members who are currently employed by the City, any periods of part-time employment will be calculated on a year-for-year basis (e.g., five (5) years of part-time employment equals 5 years of seniority). For any bargaining unit member hired after October 24, 2011, periods of part-time employment will be calculated at half the time of a full-time bargaining unit member (e.g., 5 years of part-time employment equals 2.5 years of seniority).

Classification seniority shall consist of continuous accumulated service, computed from the bargaining unit member's date of job classification.

Section 2: Seniority shall accumulate during leaves-of-absence due to injury, illness, vacation, or any other leave authorized and approved by the City.

Section 3: When conflicts arise in scheduling vacation leave and holidays, the bargaining unit member with the greatest City seniority shall be given first consideration, unless there are extenuating circumstances or approval has been previously granted to a bargaining unit member with less seniority. All leave requests shall be responded to within three (3) calendar days from the date of submission.

Section 4: Whenever bargaining unit members are provided choices and two (2) or more bargaining unit members make the same request, the bargaining unit member with the greatest City seniority shall prevail.

Section 5: Requests from two (2) or more bargaining unit members with the same classification seniority date, under the provisions of this Article, shall require that management review City seniority as the defining tie breaker with the employee(s) with the most City seniority being granted his choice. In the event that City seniority is the same, the decisions regarding these requests shall be at the discretion of the department head or his designee.

Section 6: In the event a City department implements, or already has in place, a bid shift selection process for its employees, classification seniority shall prevail with respect to shift selection, and scheduling.

Section 7: During reduction-in-force situations, bargaining unit employees who are veteran preference-eligible, as determined by Florida Statutes, shall have one (1) year added to their accumulated paid service for every year of active duty during a qualifying period. Partial year service shall be calculated accordingly.



## ARTICLE 17

### SAFETY

Section 1: The City will make reasonable efforts to provide bargaining unit members with a safe working environment.

Section 2: The City shall have a Safety Review Board whose charge shall include proactively creating a culture of safety in the organization. The board shall meet at least quarterly and shall include a member of management and the participation of a FOPE Representative, at the FOPE's option.

Section 3: No bargaining unit member shall be required to work more than sixteen (16) consecutive hours, or shall offer to work additional hours, if either would result in the bargaining unit member not receiving eight (8) hours of off-duty time, except during a civil emergency.

Section 4: Drugs and Controlled Substances – Testing Policies and Procedures. All policies, procedures, and disciplinary actions concerning drug and alcohol testing shall be in compliance with applicable state and federal law.

The City and the FOPE shall adhere to the provisions governing the Drug Testing and Substance Abuse Policy Program, which is incorporated herein by this reference.

The City also reserves the right to require bargaining unit members holding the following positions to submit to random drug testing – Maintenance Mechanic Trainee, Maintenance Mechanics, Field Tech Trainee, Field Technicians, Water/Wastewater, Crime Scene Investigators, Crime Technician Specialist, Evidence Technicians, Equipment Operator Trainee, Equipment Operators, Heavy Equipment Operators, Traffic Safety Technicians, and Traffic Signal Technicians, Latent Print Examiners. For random testing purposes, drugs are defined as amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; metabolites of any of the substances listed herein; or any other drug deemed to be illegal by any federal, state, or local law or regulation at levels provided for by applicable law.

A scientifically valid and impartial random selection procedure has been developed and implemented by the City. This procedure shall randomly select each affected member at least once each calendar year, but no more than four (4) times during the effective period of this agreement. The notification of selection and administration of testing shall occur just before, during, or just after the noticed member's shift.

## ARTICLE 18

### LAYOFF AND RECALL

Section 1: The City Manager or his designee may lay off a bargaining unit member(s) when it is deemed necessary by reason of shortage of funds, lack of work, the abolition of a position, material changes in the duties as described in the position description, or for other legitimate reasons. In such cases, the affected bargaining unit member(s) shall receive at least a seven (7) calendar day notice. The duties performed by any bargaining unit member laid off may be reassigned to other bargaining unit members in the same classification.

Section 2: When it becomes necessary for the reasons in Section 1 to reduce the number of bargaining unit employees within a given classification, City seniority as defined in Article 16 shall be conclusive. If a bargaining unit member has been given notice of an impending layoff in accordance with Section 1 of this Article, he may elect to utilize the following process:

I. A bargaining unit member with greater seniority may “bump” a bargaining unit member with the same classification with less seniority, provided the senior bargaining unit employee is qualified.

II. If an employee is unable to bump within his classification, the member may bump into any formerly held (lateral or lower) classification if applicable, provided the bargaining unit member is qualified.

III. In the event the bargaining unit member is unable to bump within his classification or into a formerly held position, a bargaining unit member with greater seniority may “bump” a bargaining unit member in a lower classification with the least seniority within the bargaining unit, provided that the senior bargaining unit employee is qualified to perform the requirements of the position. If the bargaining unit member is unqualified for the position occupied by the least senior bargaining unit member, the Human Resources Director, will review the list and place the bargaining unit member in the most appropriate qualified position using the “last hired, first out” principle.

The bargaining unit member has two (2) calendar days after receiving notice to make his selection(s) pursuant to Section 2 (I) and/or (II). Upon request, the member may request an extension up to an additional three (3) calendar days. Requests shall not be unreasonably denied. The City will process the request no later than five (5) calendar days thereafter. If Section 2 (I) and (II) do not result in a bump, a bump pursuant to Section 2 (III) shall occur within five (5) calendar days.

Qualifications shall be determined by the management of the department of the less senior bargaining unit employee, and the Human Resources Director or designee. A bargaining unit member who has successfully bumped into a new position shall have his pay adjusted as follows: If the bargaining unit member is bumping into a lateral classification, meaning a position within the same pay grade, his pay will remain the same; if the bargaining unit member is bumping into a lower classification, meaning a lower pay grade his pay will be adjusted in accordance with Article

15, Section 5, B.

Section 3: Employees who have been laid off shall be recalled in seniority order (from most senior to least senior). The City will offer recall for up to one year from the date of separation, to laid-off bargaining unit members by certified mail to the bargaining unit member's last known address. If the laid-off bargaining unit member fails to respond in writing to the Human Resources Department within fifteen (15) calendar days after the mailing of the certified notice, the bargaining unit member shall be considered no longer interested in City employment.

Section 4: If two (2) or more bargaining unit members with the same City seniority are subject to the provisions of this article, classification seniority shall serve as the tie-breaker.

Section 5: Bargaining unit members who successfully exercise their right to bump, in accordance with Section 2, shall serve a ninety (90) calendar day probationary period in the new position unless he held that same position within the previous one (1) year. If at any time during this probationary period the bargaining unit member is not meeting all performance standards, he will be immediately notified by his supervisor of the area(s) to be corrected prior to the probationary period evaluation(s). If the issue(s) is not corrected, the City, in its sole discretion, will deem the employee not suited for the position and automatically remove him from the position. In such cases, the employee will be considered laid off. Layoff status will afford the employee a second (and final) opportunity to exercise his bumping rights as detailed in Section 2, and successfully complete probation. If the employee fails to complete probation during this final opportunity, he shall be separated from service and placed on the recall list.

## ARTICLE 19

### DISCIPLINE

#### Section 1:

- A. Non-probationary bargaining unit members shall not be discharged or disciplined without just cause, which must be substantiated by a preponderance of evidence. Newly-hired probationary bargaining unit members do not have the right to grieve termination.
- B. Bargaining unit members may request the attendance of two (2) authorized representatives during an investigatory meeting with the member or during a meeting imposing discipline. (e.g., one (1) authorized bargaining unit representative and one (1) authorized non-employee representative) at the employee's determination.
- C. Bargaining unit members shall cooperate in all investigations, when requested. Failure to cooperate may result in disciplinary action.

#### Section 2: Investigations

The parties recognize that from time to time the City must investigate allegations made against bargaining unit members covered by this Agreement. In order to investigate allegations, the parties agree that if management needs to interview a bargaining unit member and the bargaining unit member reasonably believes that discipline may result; the investigation shall be conducted as follows:

- A. Bargaining unit members subject to disciplinary investigations may be represented by any individual of their choice, at the bargaining unit member's expense, who may be present at all times during any meeting in which the bargaining unit member is being questioned relative to alleged misconduct that could result in disciplinary action. The representative(s) chosen must be available within twenty-four (24) hours of the scheduled meeting, or the bargaining unit member must choose another representative or proceed without a representative. The above-mentioned timeframes may be extended by mutual agreement in writing.
- B. Prior to questioning, the bargaining unit member and his representative(s), if any, shall be provided copies of a written complaint as well as any statements or recordings concerning the allegation(s) or complaint(s). Management shall document verbal complaints and provide the bargaining unit member a copy, prior to initiating an investigation.
- C. Within fifteen (15) calendar days after completion of the investigation, the person responsible for conducting the investigation shall issue a written report to the Human Resources Director documenting the facts discovered during the

investigation. Upon receipt, the Human Resources Department shall provide a copy to the FOPE.

- D. The report will reflect whether or not the bargaining unit member should receive instruction and cautioning, or whether or not there is just cause for disciplinary action. If the Department Head concludes that just cause exists for disciplinary action, the Department Head or their designee shall prepare a Notice of Intent to Discipline.
- E. Bargaining unit members relieved from duty during an investigation shall be placed on paid Administrative Leave, except for circumstances outlined in Article 9, Section 8.
- F. No bargaining unit member shall be required to submit to any device that is designed to measure truthfulness.
- G. Whenever a bargaining unit member is called to provide testimony in an investigation, that time shall be considered time worked for the purpose of computing overtime.

Management is not compelled to conduct any investigation prior to instruction and cautioning or initiating disciplinary action.

### Section 3: Resolution of Investigation

- A. The department head or designee shall meet with the employee no sooner than twenty four (24) hours after providing the employee a copy of the investigation report and a Notice of Intent to Discipline (if applicable) for the purpose of resolution of the allegation(s). If a Notice of Intent to Discipline was presented, the employee will be provided an opportunity at the meeting to present whatever information the employee wants to be considered before any action is taken.
- B. At the end of the resolution meeting, the employee will be advised by management as to whether discipline will be imposed. A disciplinary form shall be issued to the employee and the FOPE to reflect the imposition of discipline, if any.
- C. The FOPE shall be advised of the resolution meeting at the same time the employee is advised, and shall be permitted to attend as a witness to ensure the integrity of the collective bargaining agreement is upheld.
- D. Any one of the following four (4) disciplinary measures may be imposed.
  - Written Reprimand
  - Demotion
  - Suspension without pay (Note: forfeiture of up to forty (40) hours of accrued

vacation leave and/or compensatory time may be substituted upon mutual agreement of the parties.)

- Dismissal

E. Bargaining unit members shall have the right to sign and respond in writing to all disciplinary actions. Responses to disciplinary actions shall be placed in the bargaining unit member's personnel file.

F. Written reprimands and/or Instruction and Cautioning (i.e., a non-disciplinary supervisor counseling) memoranda will be considered expired if the bargaining unit member is not disciplined for the same or similar offense during the succeeding thirty six (36) months.

Section 4: Bargaining unit members are entitled to select a FOPE representative(s), or representative(s) of their choosing, for any grievance meetings and/or investigatory meetings, including any meetings where discipline may reasonably follow, provided the chosen representative(s) is not a witness to the underlying matter that gave rise to the investigation. The supervisor must inform the employee if a matter may reasonably lead to discipline, if not apparent.

In the event a chosen representative(s) is a witness to the underlying matter that gave rise to the investigation, the bargaining unit employee shall be provided an additional twenty-four (24) hours to seek another FOPE representative(s) or representative(s) of their choosing.

Nothing in this Agreement is intended to conflict with or otherwise prohibit a bargaining unit member from exercising rights established by NLRB v. Weingarten, 420 U.S. 251.

#### Section 5: Imposition of Discipline

Bargaining unit members shall not be required to submit their wages or other payment to the City as a result of a disciplinary action, which is a suspension of more than three (3) days, or a demotion, without first being afforded the opportunity to utilize the grievance article contained in this Agreement. In the case of a demotion, the employee shall be demoted immediately, but shall retain his current salary until Step III of the grievance process is completed. However, if the grievance has not been resolved by the conclusion of Step III, then the employee shall serve the discipline, have his pay rate adjusted if applicable, and the FOPE may elect to go to arbitration.

Furthermore, written reprimands, suspensions of less than three (3) days involuntary demotions and dismissals shall be served immediately and shall be subject to the grievance process.

If a written reprimand and/or suspension of less than three (3) days are to be rescinded, the City shall place a document attached to the discipline stating the details of the final action.

In the case of dismissal, the employee shall be dismissed immediately, but be afforded the ability to utilize the grievance process.

However, this section shall not apply to any offsets to final remuneration upon separation from employment.

## ARTICLE 20

### GRIEVANCE PROCEDURE

The purpose of this procedure is to settle, at the lowest supervisory level, disputes or disagreements between the City and the bargaining unit member(s) or the FOPE concerning the application, interpretation or alleged violation of any article of this Agreement. A bargaining unit member's complaint or concern should be resolved at the first level of supervision with the authority to adjust the grievance.

#### Section 1: Definitions and Clarifying Statements.

A "grievance" is defined as a dispute or disagreement involving the interpretation, the application, or alleged violation of any article of this Agreement.

A bargaining unit member may use either the grievance procedure set forth in this Agreement or the grievance procedure set forth in the City's Personnel Rules and Regulations. Upon submission of a grievance at Step I, a bargaining unit member shall disclose in writing which grievance procedure he is pursuing. Under no circumstances shall the bargaining unit member or FOPE be permitted to change the grievance procedure under which the initial grievance was filed, or to file the same grievance under both procedures.

In matters involving a grievance, an authorized representative of the FOPE shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

If a bargaining unit member decides not to be represented by an authorized representative of the FOPE, any adjustment of the grievance shall be consistent with the terms of this Agreement.

For a grievance involving contract interpretation, the remedy shall not be retroactive beyond two (2) years unless otherwise required by law.

As used in this article, the term "bargaining unit member" shall also mean a group of bargaining unit members having the same grievance. In such event, the authorized FOPE representative shall be designated to act as spokesperson and be responsible for processing this grievance.

The term "days" as used in this article shall mean calendar days. If a bargaining unit member is on a pre-approved leave (i.e., leave requested and granted at least 48 hours in advance), the time frames shall be extended until such time that the bargaining unit member has returned from said approved leave.

#### Section 2: Grievance Procedures.

2.1 Grievances shall be presented in writing on the prescribed form, attached hereto as Appendix G and incorporated herein. However, a grievance shall not be dismissed or not considered based solely on the fact that the grievance form was not completed correctly. Time limits shall be extended up to two (2) business days to allow the grievant to correct the grievance form. To the extent possible, the City will provide an adequate supply of grievance forms at all worksites

2.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible.

2.3 It shall be the responsibility of the bargaining unit member or FOPE to present the written grievance at each step to the Human Resource Department. If the bargaining unit member or FOPE does not bring the grievance to the next step within the stated time limits, the grievance shall be considered conclusively abandoned. Any grievance not answered by management within the prescribed time limits shall automatically proceed to the next step. However, a moratorium will be observed annually by the parties during the winter holiday season. The moratorium will commence every December 23 through January 4. If January 4 falls on a Saturday or Sunday, the moratorium will be extended until the end of the next day which is not a weekend day. During the moratorium period, all grievance time limits shall be tolled.

2.4 The above-mentioned time frames may be extended by mutual agreement in writing. The City or FOPE may request and mutually agree that any steps contained within this procedure may be waived in order to resolve a grievance as expeditiously as possible.

2.5 Grievances shall be presented in writing, stating the cause of the grievance, the Article number that was allegedly violated and the suggested resolution to the grievance, in the following manner:

Step I: The bargaining unit member and/or his representative shall first submit the grievance in writing to the Human Resources Director or designee, within fifteen (15) calendar days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the bargaining unit member became knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time when the bargaining unit member(s) was/were on annual leave, sick leave, or other compensated leave, the fifteen (15) calendar days period shall commence running immediately upon the bargaining unit member's return from such compensated leave. The Human Resources Department shall then give the grievance to the member's Division Manager or designee in a timely manner. The Division Manager or designee shall, within twelve (12) calendar days of receipt of the grievance, meet with the bargaining unit member, Steward Representative and Union Business Representative to discuss the grievance. The Division Manager or designee shall, within twelve (12) calendar days render his written decision. A copy of the decision will be emailed to the FOPE, and to the Human Resources Director. The abovementioned timeframes may be extended by mutual agreement in writing. The attached Appendix H may be used for that purpose.

Step II: (a) Any grievance not satisfactorily settled at Step I may be forwarded by the grieving party or the FOPE to the Human Resources Director or designee within twelve (12) calendar days from the date the Division Manager or designee's written decision is received by the FOPE. The Human Resources Department shall then give the grievance to the member's department head in a timely manner. The department head or his designee shall within twelve (12) calendar days of receipt of the Step II letter meet with the member and FOPE



Representatives to discuss his grievance. The department head or his designee shall, within twelve (12) calendar days after the meeting render his decision in writing. A copy of the decision will be emailed to the FOPE and to the Human Resources Director. The above-mentioned timeframes may be extended by mutual agreement, in writing.

Step II: (b) Where a grievance is general in nature, in that it applies to a number of bargaining unit members, rather than a single bargaining unit member, or if the grievance is directly between the FOPE and the City, such grievance shall be presented by the authorized FOPE representative in writing directly to the Human Resources Director, within twelve (12) calendar days of the authorized FOPE representative becoming knowledgeable of the occurrence of the event(s) which gave rise to the grievance. The Human Resources Director and department head shall meet with the employee, Steward Representative, and Union Representative(s) within twelve (12) calendar days after the grievance is filed. The department head shall render their decision in writing within twelve (12) calendar days after the meeting. A copy of the decision will be emailed to the FOPE office and the Human Resources Director. The above-mentioned timeframes may be extended by mutual agreement, in writing. For purposes of this section, the FOPE representative is the authorized business representative.

Step III: Any grievance not settled at Step II may be forwarded by the grievant to the City Manager via the Human Resources Director or designee within twelve (12) calendar days from the date the department head has rendered his written decision. The City Manager shall, within twelve (12) calendar days after receipt of the grievance, meet with the bargaining unit member(s) and his representative(s). The City Manager shall, within twenty (20) calendar days of that meeting, render his decision in writing. A copy of the decision will be emailed to the FOPE and the Human Resources Director. The above-mentioned timeframes may be extended by mutual agreement, in writing.

## ARTICLE 21

### ARBITRATION

#### Section 1: Definitions and Clarifying Statement

1.1 Grievances not settled in Step III of the grievance procedure set forth in Article 20 of this Agreement are hereinafter referred to as arbitrable grievance(s). The foregoing reference does not, however, prevent a challenge to the arbitrability of a grievance.

1.2 The FOPE or a bargaining unit member (hereinafter called ("Requester")) may request that an arbitrable grievance be submitted to arbitration within twenty-one (21) calendar days after the City Manager or his designee renders a written decision on the grievance. A request for an arbitrator panel shall simultaneously be sent to the Federal Mediation and Conciliation Service by the requester. The holiday season moratorium outlined in Article 20, section 2.3 shall also apply to the aforementioned deadlines.

1.3 The time limitations set forth herein must be strictly adhered to and time is of the essence. Failure by the party requesting arbitration to abide by the time limitations stated herein will result in the grievance being conclusively abandoned. An extension may be sought but must be mutually agreed upon and in writing.

#### Section 2: Procedures

2.1. The City and the Requester shall attempt to mutually agree in writing as to the statement of the grievance to be arbitrated and a list of each party's witnesses thirty (30) days prior to the arbitration hearing. The arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance and/or witness lists to be submitted to the arbitrator, each party shall submit its own statement of the grievance to the arbitrator and/or accept service of witness subpoenas. The arbitrator will confine his consideration and determination to the written statement of the grievance as presented. The authority of the arbitrator shall be limited to a determination as to whether or not the contractual rights of an employee or a group of employees have been violated by the City as applied to the specific grievance referred to him for arbitration. The arbitrator shall fashion an appropriate remedy consistent with the terms of the Agreement.

The requester and the City will utilize the Federal Mediation and Conciliation Service. Each party, commencing with the Federation of Public Employees, a Division of the National Federation of Public and Private Employees, AFL-CIO, alternates in the striking of a name with the remaining name notified of his selection as arbitrator.

In disciplinary and discharge cases, the burden of proof is on the City. The City agrees that it shall honor and affirm to following due process and just cause for discipline. In contract interpretation cases, the burden of proof is on the grievant. In all cases except criminal cases, the "greater weight of the evidence" standard is applicable. If the grievant is accused of criminal conduct by the City, the clear and convincing evidence standard will apply. The arbitrator shall not substitute his/her judgment for that of the City as to the wisdom or the degree of severity of the disciplinary action imposed, except as set forth in this section. The

Parties agree that disciplinary just cause will be defined as detailed below, which means that the arbitrator's inquiry shall be limited to the following:

- A. Whether the rule alleged to have been violated was articulated in a format that persons of reasonable intelligence can easily understand, unless the existence of such rule is commonly understood as a violation without the need for articulation (e.g. theft; violence).
- B. Whether the City possessed evidence of the misconduct before imposing the discipline ultimately imposed.
- C. Whether the City has demonstrated upon the record that the degree of punishment which it has imposed was not selected at random or without reason, and that the degree of punishment was not arbitrary.

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

In the event of non-disciplinary just cause, which is when an employee is subject to suspension or termination due to their inability to meet the essential functions of the position, the arbitrator's inquiry shall be limited to whether the City has demonstrated the loss of such qualifications. If the arbitrator finds that the City has not demonstrated the loss of such qualifications, the arbitrator may overturn the discipline.

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

To the extent permitted by law, only the City and the FOPE can demand arbitration and shall be a party thereof.

2.2 The requester and City agree that any challenge to the arbitrability of the grievance shall be expeditiously resolved prior to any hearing concerning the merits. In such a case, an arbitrator shall be selected from a FMCS panel in the manner described above and issue a bench decision to resolve the arbitrability dispute.

2.3 The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment hereto. The arbitrator shall have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not an arbitrable grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as herein provided. The arbitration hearing shall be conducted in accordance with the applicable rules and regulations promulgated by the Federal Mediation and Conciliation Service.

2.4 Each party shall bear the expense of its own witness (es) and of its own representatives for purposes of the arbitration hearing. The City shall provide a room for the purpose of conducting the arbitration hearing. The City and the requester shall share the impartial arbitrator's fees and related expenses equally. Any party desiring a transcript of the hearing shall bear the cost of such transcript.

2.5 In the event an arbitrator awards back pay related to a contract interpretation grievance, the remedy shall not be retroactive beyond two (2) years unless otherwise required by law.

2.6 Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

2.7 Consistent with the provisions of the Florida Public Employees Relations Act, Chapter 447, Florida Statutes, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Council for funding of this Agreement, the arbitrator shall have no authority, power or jurisdiction to construe any provision of the law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate or cause the City to have to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Council for the funding of this Agreement as agreed upon by the parties. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

The parties agree that arbitration constitutes the final and binding resolution of the grievance procedure.

## ARTICLE 22

### SAVINGS CLAUSE

If any article, section, provision, term or condition of this Agreement is found invalid, illegal or not enforceable by reason of any existing or subsequently enacted legislation or by judicial or administrative authority, all other articles, sections, portions, provisions, terms or conditions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to meet within forty-five (45) days after each party receives actual written notice of the invalidity, illegality or unenforceability of the article, section, portion, provision, terms or conditions of this Agreement to bargain, if necessary, concerning that article, section, portion, provision, term or condition or found to be invalid, illegal or unenforceable. The failure to reach any agreement shall have no effect on the other articles, sections, provisions, terms or conditions of this Agreement, which shall remain in full force and effect for the duration of this Agreement.

## ARTICLE 23

### SERVICE TO THE FOPE

The City agrees to furnish one (1) copy (paper or electronic) of the following documents to the FOPE, at no cost, upon request:

- A. Current Final Budget \*
- B. Current Personnel Rules and Regulations \*
- C. Current Safety Manual\*
- D. Proposed Budget \*
- E. Minutes of Negotiation Sessions
- F. Videos of City Council Meetings\*
- G. Action Agendas for City Council Meetings

\* available on City's webpage

## ARTICLE 24

### DURATION

Section 1: This Agreement shall continue in full force and unchanged from the date of ratification through September 30, 2026.

Section 2: In the event either party hereto desires to negotiate a successor agreement, said party shall serve upon the other party its written request no later than May 15<sup>th</sup>.

Section 3: Upon receipt of such written request, the parties shall commence negotiations no later than thirty (30) calendar days after written requests have been received from the party desiring a successor agreement.

Section 4: In the event neither party submits a written request to negotiate a successor agreement by May 15<sup>th</sup>, this agreement shall remain in effect for one (1) additional year.

**FOR THE FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF PUBLIC  
AND PRIVATE EMPLOYEES, AFL-CIO:**

\_\_\_\_\_  
Dan Reynolds, President, FOPE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Guy Masters, Natl. VP & Dir. of Organizing  
FOPE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kathleen Phillips, Union Attorney

\_\_\_\_\_  
Date

**UNION’S NEGOTIATING TEAM:**

\_\_\_\_\_  
Ruben Rodriguez

\_\_\_\_\_  
Date

\_\_\_\_\_  
William Diesslin

\_\_\_\_\_  
Date

\_\_\_\_\_  
Matthew Boettcher

\_\_\_\_\_  
Date

**FOR THE CITY OF PORT ST. LUCIE:**

\_\_\_\_\_  
Jesus Merejo, City Manager

\_\_\_\_\_  
Date



**CITY'S NEGOTIATING TEAM:**

_____ Date Milton Collins, Special Labor Counsel	_____
_____ Date Natalie E. Cabrera, Director, Human Resources	_____
_____ Kimberly Sala, Asst. Director, Human Resources	_____ Date
_____ Alyssa Figur, Manager, Human Resources	_____ Date
_____ John Dellacroce, Lieutenant, Police Department	_____ Date
_____ Bryan Lloyd, Animal Control Operations Manager, Police Department Date	_____
_____ Date Caroline Sturgis, Director, OMB	_____
_____ Date Kevin Matyjaszek, Director, Utility Systems	_____
_____ Mike Kendrick, Asst. Director, Parks and Recreation	_____ Date
_____ Louis Johnson, Asst. Director, Public Works	_____ Date

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Tracy Valure, Deputy Director, Building Department

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Date

## **Appendices for FOPE Collective Bargaining Agreement**

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