

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF PORT ST. LUCIE, FLORIDA**

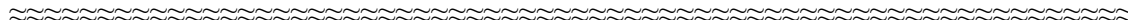
**AND**

**THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA**

**OPEIU, LOCAL 100**

**PROFESSIONAL EMPLOYEES UNIT**

**OCTOBER 1, 2021 SEPTEMBER 30, 2022**



**Approved by the Bargaining Unit: September 2, 2021**

**Approved by City Council:**

## **COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT was made and entered into on this 1<sup>st</sup> day of October, 2021 by and between the City of Port St. Lucie, Florida (herein called “The City”), and the Government Supervisors Association of Florida, OPEIU Local 100 (herein called “The Association”). Said Agreement to be effective on the above date provided that it has been ratified by the Association and the City Council of Port St. Lucie, Florida. The term “employee” where used in this Agreement shall be understood to mean bargaining unit member.

The Association has been recognized and selected as the sole and exclusive bargaining representative by a majority of the employees set forth in the recognition Article, and has been recognized by the City pursuant to the laws of Florida as the sole and exclusive representative for said employees.

The City and the Association have endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the City and the employees covered by this Agreement insofar as such practices and procedures are appropriate to the obligations of the City to effectively operate the various Departments of the City and are consonant with the paramount interests of the public;

It is the intention of the parties to this agreement to provide, where not otherwise mandated by federal or state statute, for the salary schedule, fringe benefits and any other terms and conditions of employment of the employees covered by this Agreement, to provide for the continued and efficient operations of the various Departments of the City, and provide an orderly and prompt method of handling grievances;

The City shall not unilaterally alter established past practices with respect to wages, hours and terms and conditions of employment, except as otherwise permitted by law or detailed herein;

The parties agree as follows;

## **ARTICLE 10 SALARY AND WAGES**

### **Section 1: PLAN OVERVIEW**

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 bargain with the Association to increase pay ranges as it deems appropriate.

### **Section 2: STARTING SALARIES**

The starting salary for new employees is the minimum salary for a position. Employees may start at a higher rate not to exceed 15% of the start rate upon the recommendation of the department head and the approval of the Human Resources Director. Starting salaries exceeding 15% of the start rate require the authorization of the Human Resources Director and the City Manager. The City reserves the right to bargain with the Association to make adjustments to increase the starting pay rates due to market surveys.

### **Section 3: CLASSIFICATION (POSITION) DESCRIPTIONS**

The Human Resources Department maintains written descriptions for each position titles which are available for review by employees. The classification date for the employee shall be the date an employee entered, transferred, reclassified, demoted or was promoted to his current position.

### **Section 4: ANNUAL INCREASES**

At the start of this agreement (Fiscal Year 2021-2022), the minimum and maximum salaries of all pay ranges will be increased by 2%. The wage rates of bargaining unit members will be increased by 2% effective October 1, 2021, but not to exceed the new maximum of the pay range. All bargaining unit members who have been identified as being paid above the maximum pay rate as identified in the City pay plan shall receive a lump sum payment equivalent to a 2% increase not to be added to the base. Members who receive an increase of less than 2% due to their new wage rate being constrained by the maximum of their pay range, shall receive the remainder of their increase as a one-time lump sum payment not to be added to the base.

In addition, effective in the first full pay period in July 2022, bargaining unit members who have received at least a satisfactory performance rating in their last performance review, will have their base pay increased by a merit raise of 2.5% but not to exceed the maximum of the pay range. Members who receive a merit increase of less than 2.5% due to their new wage rate being constrained by the maximum of their pay range, shall receive the remainder of their merit raise as a one-time lump sum payment not to be added to the base. Those who are at or above the maximum

of their pay range in the first full pay period in July 2022, and who have received at least a satisfactory performance rating shall receive a one-time lump sum payment equal to 2.5% of pay, not to be added to the base.

**Section 5: INCENTIVE PAY**

(A) Loss of required certification(s) may 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.

(B) Employees 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 concerning the associated costs (i.e., course fees, travel expenses, etc.) Any determination shall be based on departmental funding and job relatedness. A denial shall not be subject to the grievance and arbitration procedure, but may be appealed to the City Manager or designee for resolution.

(C) Bargaining unit members who obtain a degree from a state or nationally accredited educational organization shall be granted incentive pay provided the degree is relevant to the bargaining unit member's position and it was approved by the Department Head prior to the completion of the class. All academic degrees need to be obtained while in the employment of the City. Incentive pay shall be issued as follows:

Associate's Degree	2.5%
Bachelor's Degree	5%
Master's Degree	5%

Those above their maximum pay range as outlined in the City Pay Plan will receive the equivalent in a lump sum not to be added to the base.

Academic incentive lump sums shall be limited to fifteen hundred dollars (\$1,500.00) per fiscal year.

(D) City agrees to establish a Certification Review Committee to review and evaluate any proposed certifications for their potential inclusion in this section in the successor agreement. A representative chosen by the Association shall serve as a Committee member. The City agrees to pay up to one (1) representative to attend Committee meetings during normally scheduled City business hours. 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. The Certification Review Committee will produce a recommendation report to the City and the Association before the commencement of successor negotiations which will recommend certain certifications for inclusion in this section, including assigning a corresponding monetary value

**Section 6: CALLBACK PAY**

Callbacks are defined as when an employee is required to return to work after the completion of

his shift, while off-duty, on vacation, or on personal leave. Prior notification (minimum 24 hours' notice) of mandatory overtime shall negate the payment of callback hours.

All employees shall receive two (2) hours compensation per shift, plus all time worked, for the first callback per shift. Employees shall be paid for actual time worked for subsequent callbacks on the same shift, in accordance with City overtime provisions. Employees shall not receive callback pay when they are required to remain on duty. Employees are eligible for callback pay once every 24 hours.

#### **Section 7: STAND-BY PAY**

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

#### **Section 8: ON-CALL PAY**

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 employee must be on site within forty-five minutes. The employee 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 9: DIFFERENTIAL PAY, JURY DUTY, COURT APPEARANCE PAY**

**DIFFERENTIAL PAY:** Employees shall receive an additional fifty cents (\$.50) per hour compensation for all hours worked between 11:00 p.m. and 7:00 a.m.

**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 normal scheduled work shift. If the bargaining unit member is released from Jury Duty within (2) two hours of the normal end of his scheduled work shift, he is required to return to duty. If the bargaining unit member is released less than two (2) hours from the normal end of their scheduled work shift, they shall contact their immediate supervisor. In order to receive compensation, the bargaining unit member must present a copy of the subpoena to his supervisor no later than one week prior to scheduled Jury Duty appearance.

**COURT APPEARANCE:** The City reserves the right to institute any procedure or system it deems appropriate to measure, record and or verify attendance and duration of all court appearances. All bargaining unit members shall be paid for a minimum of two (2) straight hours when required to appear in Court on a job-related case including being a witness on a City related matter, during their scheduled off-duty hours. If the bargaining unit member is released from court attendance within two (2) hours of the normal end of his scheduled work shift, he is required to return to duty. If the bargaining unit member is released less than two (2) hours from the normal

end of their scheduled work shift, they shall contact their immediate supervisor.

**EMERGENCY PAY:** When the City Manager, Governor or President of the United States declares that a civil emergency condition exists and orders the closure of City Hall, all employees shall receive pay till the end of their shift. All employees shall be paid up to a maximum of eight (8) hours a day for a maximum of three (3) days if the City Manager officially closes City offices or departments. If City offices or departments remain closed for more than three (3) days, non-exempt employees shall be eligible to use their vacation or personal time until the City offices or departments re-open.

#### **Section 10: SEVERANCE PAY**

Employees shall not be eligible to receive severance pay upon separation from the service of the City.

#### **Section 11: PRE-PAID REQUIRED COURSE/TRAINING WORK**

If an employee is required as part of his job to attend classes, the employee's department shall pay 100% of the cost. Payment shall be made at the time the employee enrolls in the program. All required courses shall first be approved by the employee's department head or designee as appropriate, prior to the start of the course or classes.

#### **Section 12: 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 an employee to maintain his professional skilled craft or technical status to perform his job duties and responsibilities.
2. The department for which the employee works shall provide funding for licensing fee reimbursement/payment.
3. A licensing fee may be paid directly by the CITY for the employee, provided the employee 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 13: METHOD OF PAYMENT OF COMPENSATION**

Employees will be paid bi-weekly for all the time employees have worked during the past pay period. Employees' payroll stub itemizes deductions made from employees' gross earnings. By law, the City is required to make deductions for Social Security, federal income tax, and any other appropriate taxes. These required deductions also may include any court-ordered deductions.

**Section 14: SAFETY SHOES**

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 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.

**Section 15: DURATION**

This article shall be in effect for a period of one year, commencing October 1, 2021 and expiring September 30, 2022. Employees shall not be eligible for any wage increase, wage adjustment or incentive increase on or after October 1, 2022, except as re-negotiated and ratified by the parties.

## **ARTICLE 11 INSURANCE PROGRAMS**

All eligible newly-hired employees can participate in City-provided benefit programs on the first day of the month following sixty (60) days of continuous employment. Pension plans may have another length of employment requirements. Under these programs, eligible employees can receive comprehensive health and other insurance for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail.

Section 1: The following benefits are available to eligible employees as indicated:

- +Medical Benefits from the Health Insurance Fund
- +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

\* F/T and P/T Employees

\*\* F/T and P/T Employees- pay all costs through payroll deduction

+ F/T employees only - pay contributions through payroll deduction

No Symbol: F/T Employees Only

### **2: Health Insurance Fund Contributions and Co-Payments**

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 to the Health Insurance Fund for the cost of health care coverage as outlined below:

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**TRADITIONAL PLAN  
EMPLOYEE CONTRIBUTION MONTHLY  
FY 2021-2022**

Tier	%	Medical	Dental	Vision	Total
Single	11%	80.32	2.55	.51	83.38
Emp. /Sp.	18.5%	337.69	20.90	4.18	362.77
Emp. /Ch.	18.5%	249.89	11.85	2.37	264.11
Family	18.5%	493.03	21.10	4.22	518.35

**TRADITIONAL PLAN  
EMPLOYER CONTRIBUTION MONTHLY  
FY 2021-2022**

Tier	%	Medical	Dental	Vision	Total
Single	89%	649.82	29.10	5.82	684.74
Emp. /Sp.	81.5%	1487.68	102.10	20.42	1610.20
Emp. /Ch.	81.5%	1100.88	57.80	11.56	1170.24
Family	81.5%	2172.00	102.95	20.59	2295.54

**BASIC PLAN  
EMPLOYEE CONTRIBUTION MONTHLY  
FY 2021-2022**

Tier	%	Medical	Dental	Vision	Total
Single	8%	52.62	2.55	.51	55.68
Emp. /Sp.	16%	263.11	20.90	4.18	288.19
Emp. /Ch.	16%	194.71	11.85	2.37	208.93
Family	16%	394.67	21.10	4.22	419.99

**BASIC PLAN  
EMPLOYER CONTRIBUTION MONTHLY  
FY 2021-2022**

Tier	%	Medical	Dental	Vision	Total
Single	92%	605.17	29.10	5.82	640.09
Emp. /Sp.	84%	1381.36	102.10	20.42	1503.88
Emp. /Ch.	84%	1022.20	57.80	11.56	1091.56
Family	84%	2072.04	102.95	20.59	2195.58

The City agrees to continue to pay the applicable employer portion of the bargaining unit member's health insurance costs if the bargaining unit member is permanently and totally disabled as defined by state statute as a result of a job-related injury. The bargaining unit member will need

to continue to pay their employee costs. The City reserves the right, at its expense, to have any employee applying for this benefit examined by a physician selected by the City. Furthermore, if the bargaining unit member is killed in the line of duty, the surviving spouse and dependents will not be required to pay the employee's elected monthly contributions for any medical, dental or vision insurance that they were participating in at the time of the event for a period of two (2) years following the death of the employee. After two (2) years from the death of the employee, the bargaining unit member's spouse and/or dependent children who may still meet eligibility requirements, will continue to pay the employee's elected portion of the health insurance costs at the rates established by the City annually, and in accordance with Florida law.

### **Section 3: LONG-TERM AND SHORT-TERM DISABILITY BENEFITS**

Full time employees are eligible to participate in the City's Disability plans, subject to all terms and conditions of the agreement between the City and the insurance carrier.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who will be out of work must also request a formal leave of absence. Payment for disability leave for all bargaining unit employees shall be in accordance with applicable provisions of Chapter 440, Florida Statutes and under applicable City policies and procedures.

### **Section 4: HEALTH INSURANCE PLAN REBATE PROGRAM**

Since the total contributions for the health insurance plan, as identified in Section 1 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 reasonable, the City agrees to maintain 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 predecessor agreement between the City and the Association.

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 5: Clinic On-Duty Program**

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

### **Section 6: DURATION**

This article shall be in effect for a period of one year, commencing October 1, 2021 and expiring

September 30, 2022.

## **ARTICLE 16**

### **RETIREMENT PLAN**

**Section 1:** The City agrees to provide employees with a contribution of 11.4% of their gross taxable wages to the ICMA-RC 401A, subject to Internal Revenue code limits beginning October 1, 2021. The City agrees to provide 11.7% beginning the first full pay period of August 2022. 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:** Effective October 1, 2021, employees shall be required to make a contribution of a one percent (1%) of their gross taxable wages to the ICMA-RC 401A program in addition to the City's contribution. Effective the first full pay period of August 2022, employees shall be required to make a two percent (2%) contribution.

**Section 3:** Subject to Internal Revenue Code limits, employees 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 12 months after completing probation to discuss saving for retirement.

The City agrees to make a Certified Financial Planner available from ICMA-RC to meet with each employee one-on-one in the calendar year the employee becomes 50 years old to discuss retirement planning generally and to specifically review the option of participation in the ICMA- RC Income Advantage Fund which provides a defined benefit for the life of the retiree. The employee will be encouraged to have his or her spouse or other family member attend as well.

The City agrees to arrange a similar meeting in the year in which the employee becomes age 60.

Attendance at all three meeting shall be mandatory.

## **ARTICLE 27: TERM OF AGREEMENT**

The collective bargaining agreement between the City and the Government Supervisors Association of Florida, OPEIU Local 100 –Professionals, shall be effective October 1, 2021 and continue until September 30, 2022.

Either party may require by written notice to the other between March 1, 2021, and not later than March 30, 2022, to start negotiations for renewal of this Agreement to be effective October 1, 2022. If neither party shall submit such written notice during the indicated period, this Agreement shall be automatically renewed for the period of October 1, 2022 through September 30, 2023.