

**CITY OF PORT ST. LUCIE
POLICE SERGEANTS CONTRACT NEGOTIATIONS MEETING
APRIL 3, 2024**

1. CALL TO ORDER

A Police Sergeants Contract Negotiations meeting was called to order by Attorney Milton Collins at 9:05 AM on April 3, 2024, at Port St. Lucie City Hall, Room 366, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

2. ROLL CALL

Present for City: Milton Collins, Outside Legal Counsel for the City
Kristina Ciuperger, Deputy City Manager
Natalie Cabrera, Human Resources Director
Kimberly Sala, Human Resources Assistant Director
Alyssa Figur, Recruitment Manager

Present for Police Administration: Captain Michael Beath, PSL Police Department

Present for IUPA: Richard Weiner, Attorney, IUPA (arrived 9:20 AM)
Sergeant Reece Kilner, Treasurer Local 6017
Sergeant Daniel Herrington, President Local 6017
Sergeant Aaron Martin, Secretary Local 6017

Also Present: Traci Mehl, Deputy City Clerk

3. NEGOTIATIONS

Attorney Milton Collins opened the meeting between the City of Port St. Lucie and the International Union of Police Associations (IUPA) for the Police Sergeants of Port St. Lucie. He indicated they would be taking a caucus and reconvening at 9:30 AM.

(Clerk's Note: A caucus was taken from 9:05 AM to 9:35 AM.)

Attorney Collins welcomed everyone back and asked everyone to introduce themselves. IUPA Attorney Weiner indicated he was late due to traffic.

Attorney Collins recommended consolidating all three contracts for a more efficient bargaining cycle and asked that it be considered as an option by the IUPA units. IUPA Attorney Weiner stated in his experience, singular contracts have created tension and division among the different bargaining parties, specifically when it comes to voting. He

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indicated he had no objection to scheduling simultaneous sessions on noncontroversial issues between the bargaining units. He stated he would discuss it with the sergeants, lieutenants, and officers. Attorney Collins asked IUPA Attorney Weiner to get back with the City regarding the Union's decision on this.

Attorney Collins indicated the City did not have a full contract proposal at this point, as they generally wait for the Union to provide a roadmap with respect to wages and benefits. He stated the City is prepared to tentatively approve (TA) several noneconomic and noncontroversial articles.

IUPA Attorney Weiner indicated the City and the Union had a teleconference two months ago with a third-party vendor, the Bolton Group, that the City had engaged. He explained the Union was looking for the percentiles, percentages, and comparables to other agencies and cities, and then would present the City with articles and proposals regarding the economic issues. He stated the Union has not received any data for any of the three IUPA local bargaining units, so they are not prepared to formulate an entire package.

IUPA Attorney Weiner indicated the Union is prepared to go through the noncontroversial items. He suggested starting with the articles and come back to the discussion regarding the process with the Bolton Group, so the Union can know when to expect that information. Attorney Collins stated the City will caucus regarding the data from the Bolton Group to see if there is an update.

The following Articles of the Sergeants Collective Bargaining Agreement (CBA) were reviewed by the City and the Union at this time:

RECOGNITION: Attorney Collins and IUPA Attorney Weiner agreed to TA this section.

ARTICLE 1 - DUES DEDUCTION: IUPA Attorney Weiner stated the Sergeants, and the other two units, will be bargaining with the City for the personnel in the Police Department. He indicated the Union is not affected by the new law that came into effect last summer for law enforcement personnel, so absent any issues from the City, the Union has agreed to TA this Article. Attorney Collins agreed to TA this Article as well.

ARTICLE 2 – NON-DISCRIMINATION: IUPA Attorney Weiner asked that the underline be removed from the existing contract on gender expression. IUPA Attorney Weiner and Attorney Collins agreed to TA this Article with the requested formatting change.

ARTICLE 3 – ASSOCIATION BUSINESS: Attorney Collins and IUPA Attorney Weiner agreed to TA this Article.

ARTICLE 4 – BULLETIN BOARDS AND SOLICITATION: Attorney Collins inquired if the Union used the bulletin boards, to which IUPA Attorney Weiner indicated the Union wants the right to access the boards. Attorney Collins and IUPA Attorney Weiner agreed to TA this Article.

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ARTICLE 5 – ASSOCIATION REPRESENTATION AND ACTIVITIES: Attorney Collins stated the City will caucus on this Article.

ARTICLE 6 - EMPLOYEE RIGHTS: Attorney Collins and IUPA Attorney Weiner agreed to TA this Article.

ARTICLE 7 – MANAGEMENT RIGHTS: Attorney Collins stated the City will caucus on this Article.

IUPA Attorney Weiner indicated the next several articles, starting with Article 8, impact wages, salaries, terms and conditions. Attorney Collins skipped to Article 18.

ARTICLE 18 – SAFETY: IUPA Attorney Weiner stated the Union will caucus on this Article.

ARTICLE 19 – INTERNAL INVESTIGATIONS: Attorney Collins stated the City will caucus on this Article.

ARTICLE 20 – LAYOFF AND RECALL: Attorney Collins stated the City was skipping this Article for now. IUPA Attorney Weiner inquired if there were any layoffs planned, to which Attorney Collins responded in the negative.

ARTICLE 21 – LABOR MANAGEMENT COMMITTEE: Attorney Collins and IUPA Attorney Weiner agreed to TA this Article.

ARTICLE 22 – OFF DUTY DETAILS: IUPA Attorney Weiner stated the Union will caucus on this Article, as there is a financial aspect to it.

ARTICLE 23 – DISCIPLINE: Attorney Collins stated the City will caucus on this Article.

ARTICLE 24 – GRIEVANCE PROCEDURE: Attorney Collins stated the City will caucus on this Article.

ARTICLE 25 – ARBITRATION PROCEDURE: Attorney Collins stated the City will caucus on this Article.

ARTICLE 26 – SAVINGS CLAUSE: Attorney Collins stated the City will caucus on this Article. He indicated this came up when discussing the Veterans' preference issue, so the City would like to take a closer look at this Article.

ARTICLE 27 – SERVICE TO THE ASSOCIATION: Attorney Collins and IUPA Attorney Weiner agreed to TA this Article.

ARTICLE 28 – DURATION: IUPA Attorney Weiner stated the existing contract refers to the dates of the current contract. Other than modifying it to presumably 2024 through

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2027, he asked if the City was good with the Article. Attorney Collins explained this Article is usually TA'd last, but the City does contemplate a three-year agreement. IUPA Attorney Weiner noted that there will be at least one different signatory on the Agreement, as former Vice President Norkus is now a Lieutenant, and there may be one or two more signature changes on the contract.

APPENDICES: Attorney Collins stated the City will hold off on the Appendices. IUPA Attorney Weiner inquired if there was an issue, to which Kim Sala indicated the LOU was to be incorporated with the Evaluation Form.

IUPA Attorney Weiner asked to have the negotiation sessions broadcasted via Zoom or Teams, so other sergeants who may be off-duty or on vacation can watch. Attorney Collins stated the City would discuss this request with management.

Attorney Collins stated, for the record, the parties agreed to TA the following: Recognition and Articles 1, 2, 3, 4, 6, 21, and 27. He indicated the City would caucus on the other Articles.

IUPA Attorney Weiner inquired if there was any issue with regard to the existing Appendices. Attorney Collins stated, for the record, the Appendices are comprised of the Dues Deduction Form, Association Time Bank Authorization Form, Corrective Diversion Process, and Grievance Form. He stated the City will caucus to see if there are any changes.

IUPA Attorney Weiner stated the grievances are filed using an Adobe Acrobat .pdf form and causes problems on the computer. He asked if it could be provided in the MS Word format, so the space for each section is not limited. Attorney Collins stated the City would take care of it.

IUPA Attorney Weiner inquired if Captain Beath would be attending all of the Sergeants negotiation sessions, to which Captain Beath stated he was assigned to attend all of the sessions.

(Clerk's Note: At this point, Attorney Collins called for a caucus at 9:55 AM and negotiations resumed at 10:57 AM.)

ARTICLE 5 – ASSOCIATION REPRESENTATION & ACTIVITIES: Attorney Collins stated the City wanted to caucus to discuss Section 2, as it indicates the Union may only deal with those people with the titles listed. He explained they want to streamline or simplify the enumerated list. Attorney Collins indicated it would still read “. . . deal only with the City Manager, Assistant City Manager, Deputy City Manager, Human Resources Director, Human Resources Assistant Director, and Labor Relations Administrator.” He stated they are going to strike City Attorney and Assistant City Attorneys, and just generically reference the City's Legal Counsel, which would include the City Attorney and himself, Attorney Milton Collins. He indicated the Chief of Police

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would remain and the rest of the sentence would remain the same. With these changes, Attorney Collins stated the City would agree to TAing Article 5.

IUPA Attorney Weiner suggested that it state the Union will only deal with the offices of the City Manager, Human Resources, City Attorney, and Police Department or their respective designee(s). Attorney Collins stated the City will caucus on this suggestion.

ARTICLE 7 – MANAGEMENT RIGHTS: Attorney Collins stated the City was holding off on this Article for now and will have a proposal at the next session. IUPA Attorney Weiner inquired if there was anything the Union could think about beforehand to streamline the discussion, to which Attorney Collins stated the City would send the Article to the Union in advance.

ARTICLE 19 – INTERNAL INVESTIGATIONS: Attorney Collins stated the City is proposing to delete this Article. IUPA Attorney Weiner asked what happened to the Law Enforcement and Correctional Officers Bill of Rights. Attorney Collins explained the City's rationale for deleting this Article is that State law provides a statutory obligation to comply with Section 112 and the statute provides a remedy for a Bill of Rights violation.

IUPA Attorney Weiner inquired why the City was deleting the obligation of the City to investigate allegations made against bargaining unit members, as that was not Florida law. Attorney Collins explained this was not something they need to collectively bargain, as the City will choose or not choose to investigate. IUPA Attorney Weiner indicated that would give rise to a Union position on behalf of its members who may be subject to investigations of discriminatory treatment with regard to what the City chooses to investigate or not investigate.

ARTICLE 20 – LAY-OFF and RECALL: Attorney Collins indicated the City will be talking to management and looking at the language for this Article, but there was no contemplation of layoffs.

ARTICLE 23 – DISCIPLINE, ARTICLE 24 – GRIEVANCE PROCEDURE, ARTICLE 25 – ARBITRATION: IUPA Attorney Weiner and Attorney Collins discussed these Articles. Attorney Collins stated the City did not have a proposal for these Articles today, as they need to discuss them in depth.

ARTICLE 26 – SAVINGS CLAUSE: Attorney Collins explained this Article basically states that if a Federal or State law conflicts with the contract, the parties need to meet. He stated the City would like the Article to indicate the City will meet with the Union to discuss which Article violates the law, and how the City intends to change the Article to be in compliance with the law. He indicated the City will put the Union on notice if there is a conflict between the law and the Collective Bargaining Agreement (CBA), and how they intend to remedy the issue.

IUPA Attorney Weiner stated he understood and indicated the Union will look at the City's suggested language. He noted he was hesitant to agree to the removal of the

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Union's ability to negotiate and discuss with the City after receipt of such notice. He stated he appreciated the intent, but the resultant consequence, depending on the language, is something they might not be able to live with.

DURATION: Attorney Collins stated the City will address this at the end of the negotiations.

APPENDICIES: IUPA Attorney Weiner confirmed the City wanted to add something with regard to the LOU, to which Attorney Collins responded in the affirmative.

ARTICLE 18 - SAFETY: IUPA Attorney Weiner stated the Union would get back with the City on this, once the information from the Bolton Group is received.

ARTICLE 22 – OFF-DUTY DETAILS: IUPA Attorney Weiner stated this Article will require an evaluation of the data and information provided by the Bolton Group, because the Union wants to ensure commensurate adjustments to the detail rates, based on any adjustments that are negotiated in the wage rates. He indicated he was not talking about a dollar or percentage amount.

IUPA Attorney Weiner asked if the City could provide the Union with a listing by classification of all officers, sergeants, and lieutenants by name, rank, step, pay grade, current rate of pay, and date of hire, in an Excel format so they can evaluate the economic impact of the proposals.

IUPA Attorney Weiner stated the Union would like to review the hierarchy structure of the department and requested the salary and benefits history for the last three years of all commanders, captains, and personnel above them, including the Chief and Assistant or Deputy Chiefs.

Regarding the Bolton Group discussion in January 2024, IUPA Attorney Weiner stated the Union suggested a listing of cities and counties. He indicated all three Unions were unanimous in that Fort Pierce was not represented for the City of Port St. Lucie in terms of attractiveness for recruitment and retention in terms of salary and benefits, demographics, department size, city population, and there was no pushback against the idea of not including Fort Pierce. IUPA Attorney Weiner stated all three Unions wanted the City and Bolton to include the cities of Boca Raton, Jupiter, North Palm Beach, and Palm Beach Gardens. He noted that two of the entities on the list provided by the Bolton Group said Palm Beach and Pembroke, and indicated the Union was hoping they referred to the Palm Beach Sheriff's Office and Pembroke Pines. City Staff recalled and confirmed they were referring to the Palm Beach Sheriff's Office and Pembroke Pines.

Attorney Collins explained that the Bolton Group intends to provide a preliminary draft to the City next week and it will be reviewed by the Staff and the City Manager. He stated the final version of the study will go to the City Council and decisions will be made on how to proceed. He indicated the Union will receive a copy of the final draft once the

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City Council has reviewed it. Kristina Ciuperger noted the goal was to have the report available before the next negotiations session in May, so they can start discussing the financially related items.

IUPA Attorney Weiner inquired if the Bolton Group was able to procure the CBA, pay schedules, or any other information needed from the agencies, to which Natalie Cabrera responded in the affirmative.

IUPA Attorney Weiner inquired if the report was considered a public record at the time it is provided to the City Manager, to which Kristina Ciuperger indicated the final report would be a public record. IUPA Attorney Weiner requested that the final report be shared with the Union via Drop Box, email or other method, along with the CBA that underlies the study and report. Kristina Ciuperger stated the requested information will be sent via Drop Box.

IUPA Attorney Weiner asked if the Union could be provided the requested information, the classifications, pay grades, steps, etc., before the report is received from the Bolton Group. Attorney Collins stated the City will consider the request. Natalie Cabrera indicated the City did not have that information in a spreadsheet.

IUPA Attorney Weiner indicated the Union has agreed to TA Articles 1, 2, 3, 4, 6, 21, and 27. Beyond the Bolton Group report, he stated he requested three items: 1) List of the bargaining units police officers, sergeants, and lieutenants; 2) Salary and benefit history of the Police Department command staff, above the grade of lieutenant, for the last three fiscal years; 3) Clarification, which has been provided, on Pembroke and Palm Beach, and the other cities that were not on the original list, to include Boca Raton, Jupiter, North Palm Beach, and Palm Beach Gardens. Kim Sala clarified these cities were included, and Fort Pierce is on the study list, as it is comparable in terms of location for the immediate market. Natalie Cabrera explained the City is aware Fort Pierce skews the numbers and they can remove it but are using it for information purposes. IUPA Attorney Weiner noted the Union does not agree that Fort Pierce is comparable.

Attorney Collins inquired as to how the Union intended to present their wage packages, as he did not want to repeat having the City costing out proposals on the spot. He requested the Union submit their economic proposal in advance for efficiency and perhaps the City can provide a counteroffer. IUPA Attorney Weiner stated he understood, and the Union will do their best.

Kim Sala noted she had RECOGNITION listed as TA'd, to which IUPA Attorney Weiner stated that was correct.

IUPA Attorney Weiner inquired if the employees received time off for voting in political elections. Natalie Cabrera stated she would check and respond back to them.

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At this time, the City provided two copies of each Article for the Union to sign. The Articles TA'd by the Union and the City include the following:

Recognition

Article 1 – Dues Deduction

Article 2 – Non-Discrimination

Article 3 – Association Business

Article 4 – Bulletin Boards and Solicitation

Article 6 – Employee Rights

Article 21 – Labor Management Committee

Article 27 – Service to the Association

IUPA Attorney Weiner stated the Union was looking forward to the Bolton Group's recommendations and report, and the underlying documentation. He inquired if the City's bargaining team will receive direction and parameters as to what they can and cannot negotiate with regard to economic issues, once the report is received from the Bolton Group. Attorney Collins stated they will not know until they meet with the City Manager. Kristina Ciuperger added that Council will have to approve the parameters. IUPA Attorney Weiner indicated that may impact the Union's ability to propose anything.

At this time, Sergeant Martin indicated the Union received the Grievance document and they will convert it to a Word format.

Attorney Collins noted the City will strive to have its parameters and direction prior to the next meeting, so it is a productive session.

There being no further discussion, the negotiation session was adjourned at 11:36 AM.

Traci Mehl, Deputy City Clerk