

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

~~10/1/2018-9/30/2021~~

~~10/1/2021 - 9/30/2022~~

~~Revised Agreement after 2020 Reopeners~~

Ratified by the Bargaining Unit: ~~November 19, 2018 (Initial CBA)~~

September 1, 2021

~~Post Re-opener Ratification by Bargaining Unit: July 29, 202~~

Ratified by City Council: ~~December 3, 2018 (Initial CBA)~~

~~Post Re-opener Ratification by City Council:~~

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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

In year one (1) of this agreement, (~~Fiscal Year 2018-2019~~) the minimum and maximum of all pay ranges will be increased by one and a half percent (1.5%). Bargaining unit members who are below the new maximum of their pay range maximum will receive a one and a half percent (1.5%) increase effective October I, 2018, but not to exceed the new maximum. Any amount of the one and a half percent (1.5%) 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 one and a half percent (1.5%) of their annual wage which will not be added to the base wage.

Effective with the first full pay period of February 2019, bargaining unit members will be eligible to receive a one and a half percent (1.5%) merit increase, but not to exceed the maximum of their pay range. Any amount of the merit increase which would increase the member's wage rate beyond the maximum of the pay range will be paid as one time lump sum payment not added to the base wage. Members whose wage rate is above the maximum of their pay range will receive a one time lump sum payment equal to a one and a half percent (1.5%) of wages which will not be added to the base wage.

In year two (2) of this agreement (~~Fiscal Year 2019-2020~~) the minimum and maximum of all pay ranges will be increased by one and a half percent (1.5%). Bargaining unit members who are below the new maximum of their pay range maximum will receive a one and a half percent (1.5%) increase effective October I, 2019, but not to exceed the new maximum. Any amount of the one and a half percent (1.5%) 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 one and a half percent (1.5%) of their annual wage which will not be added to the base wage.

Effective with the first full pay period of February 2020, bargaining unit members will be eligible to receive a one and a half percent (1.5%) merit increase, but not to exceed the maximum of their pay range. Any amount of the merit increase which would increase the member's wage rate beyond the maximum of the pay range will be paid as one-time lump sum payment not added to the base wage. Members whose wage rate is above the maximum of their pay range will receive a one-time lump sum payment equal to one and a half percent (1.5%) of wages which will not be added to the base wage.

In year three (3) of this agreement (~~Fiscal Year 2020-2021~~) For Fiscal Year 2021-2022, the minimum and maximum of all pay ranges will be increased by two percent (2%) ~~and one half percent (2.5%)~~. Bargaining unit members who are below the new maximum of their pay range maximum will receive a two percent (2%) ~~and one half percent (2.5%)~~ increase effective October 1, ~~2021~~ 2020, but not to exceed the new maximum. Any amount of the two percent (2%) ~~and one half percent (2.5%)~~ 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 two percent (2%) ~~and one half percent (2.5%)~~ of their annual wage which will not be added to the base wage.

Effective with the first full pay period of July 2022 ~~December 2020~~, bargaining unit members will be eligible to receive a ~~two and one half percent (2.5%)~~ ~~one half percent (0.5%)~~ merit increase, but not to exceed the maximum of their pay range. Any amount of the merit increase which would increase the member's wage rate beyond the maximum of the pay range will be paid as one-time lump sum payment not added to the base wage. Members whose wage rate is above the maximum of their pay range will receive a one-time lump sum payment equal to ~~two and one half percent (2.5%)~~ ~~one half percent (0.5%)~~ of wages which will not be added to the base wage.

To be eligible for the merit increases referenced above, the member shall have had to have received an overall rating of "Meets Expectations" or better on their last performance evaluation.

Section 3: Reserved (blank)

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.

B. The City agrees that the following list is all-inclusive, though City agrees to establish a Certification Review Committee to review and evaluate any proposed certifications for their

potential inclusion on the list for the successor agreement. A representative chosen by the FOPE 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 Union before the commencement of successor negotiations which will recommend certain certifications for inclusion on the list, including assigning a corresponding monetary value. ~~This list may be modified from time to time, upon mutual agreement.~~

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 Backflow	5%
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%
One and Two Family 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%
<u>American Inst. Of Certified Planners Certification</u>	<u>5%</u>

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 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

Section 5: Duration

This article shall expire September 30, ~~2022~~ ~~2024~~. Bargaining unit members shall not be eligible for any wage increase, wage adjustment or incentive increase on or after October 1, ~~2022~~ ~~2024~~, 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 as outlined below.

Effective October 1, ~~2021~~ 2018, through September 30, ~~2022~~ 2021, 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 2021-2022 ~~2020-2021~~**

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 ~~2020-2021~~**

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 ~~2020-2021~~**

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 ~~2020-2021~~**

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

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.

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.

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.
Day after Thanksgiving	Fri. 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 is required to work 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 eight (8) hours maximum.
- 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 or receive compensation equal to one shift at his 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 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%~~ ~~10.9%~~ of their gross taxable wages to the ICMA RC 401A, subject to Internal Revenue code limits ~~beginning October 1, 2018. The City agrees to provide 11.4% effective October 1, 2019.~~ 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, 2018 employees~~ ~~Employees~~ shall be required to make a contribution of ~~one percent (1%)~~ ~~a half percent (0.5%)~~ of their gross taxable wages to the ICMA RC 401A program in addition to the City's contribution. ~~Effective October 1, 2019 employees shall be required to make a one percent (1%) 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 24

DURATION

Section 1: This Agreement shall continue in full force and unchanged from the date of ratification through September 30, 2022 2024.

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 April 15, 2022 2024.

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 April 15, 2022 2024, this agreement shall remain in effect for one (1) additional year.