

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

A Police Lieutenants Contract Negotiations meeting was called to order on April 3, 2024, at 1:08 p.m., at Port St. Lucie City Hall, in Room #366, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

1. CALL TO ORDER

2. ROLL CALL

Present for City: Natalie Cabrera, Human Resources Director
 Kimberly Sala, Human Resources Deputy Director
 Kristina Ciuperger, Deputy City Manager
 Alyssa Figur, Human Resources Recruitment Manager
 Milton Collins, Attorney/Labor Counsel

Present for IUPA: Richard Weiner, Attorney, IUPA
 Lieutenant Erik Wilson
 Lieutenant John Dellacroce
 Lieutenant Michael Cuba
 Captain Michelle Steele

Others Present: Jasmin De Freese, Deputy City Clerk

3. NEGOTIATIONS

Attorney Weiner and Attorney Collins provided an introductory opening and Attorney Collins informed that the City has hired the services of a consultant to do a salary survey and a draft would be completed the following week, which would then be reviewed by the City Manager and forwarded to the City Council Office and Bargaining Unit. He added that upon the completion of the survey, the City would provide a comprehensive wage proposal to the Bargaining Unit, and he further discussed the procedures utilized by the City Manager.

Attorney Weiner provided a recap of that morning's IUPA Sergeants Negotiations Meeting to the Bargaining Unit, and he asked the City for access to the backup documentation and reports. Attorney Collins stated that he would look into consolidating the Sergeants and Lieutenants, and possibly the Officers, into one contract and that he was in favor of a previous proposal made by Attorney Weiner to have combined sessions on issues that are not specific to one unit.

Attorney Weiner stated that regarding a unified contract, both the Sergeants and Lieutenants Bargaining Units have reservations based upon the logistics of what would happen in terms of a

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ratification vote, however, both Units were interested in streamlining the contracts by making as much of the article language as uniform as possible.

Attorney Collins discussed non-economic articles that could be tentatively agreed upon and remain status quo; Article 1 – Recognition, Article 2 – Dues Reduction, Article 3 – Non-Discrimination, Article 5 – Bulletin Boards and Solicitation, Article 6 – Employee Rights, Article 8 – Prohibition of Strikes, Article 19 – Safety, Articles 23-25, Article 27 – Service to the Association, and Article 29 – Labor Management Committee.

Attorney Collins stated that the following articles would be negotiated at a later time due to needing further discussions; Article 4 – Association Representation and Activities, Article 7 – Management Rights, Articles 9-18, Articles 20-25, and Article 28.

Attorney Collins stated that the City proposed to delete Article 21 – Internal Investigations due to this already being required per State law. Attorney Weiner confirmed that this referenced the second sentence in the Article and that the first sentence was not required by Federal law, and he inquired about why the first sentence would need to be changed which would result in the deletion of the sentence, to which Attorney Collins clarified that it was not a sentence that the City would collectively bargain on regarding whether they should or should not investigate something as that issue would be addressed by the Chief of Police. Attorney Weiner inquired if there were any existing complaints against a departmental employee pending that has caused this to be reviewed, to which Attorney Collins responded in the negative.

Attorney Collins noted that for Article 22 – Layoff and Recall, there was no contemplation of a layoff, but it needed to be reviewed by the Chief of Police. He also noted that there were currently no proposals made for Articles 23-25. Attorney Weiner inquired if there were any issues that the department was currently facing that were giving consideration to the revision of these Articles, to which Attorney Collins responded in the negative. Attorney Weiner noted that during the Sergeant's negotiation meeting he had made a request to have the City possess the Grievance Form in a Microsoft Word format, to which the Sergeants had advised him that they have an updated fillable PDF which could be converted to Microsoft Word. He also stated that they had no need to change the Disciplinary and Arbitration procedures but were open to discussing proposed changes should the City have any.

Attorney Collins stated that Article 26 – Savings Clause was discussed at the prior session, and that he wished to spend time crafting language that would help address the issue with the Article so that they could find a way to make sure that the CDA was in compliance with the law.

Attorney Weiner inquired if it was correct that it was discussed at the IUPA Sergeants Negotiation meeting that the City was not yet prepared to tentatively agree to a 3-year contract, to which Attorney Collins responded in the affirmative. Attorney Weiner inquired if there were any issues with the Lieutenants Unit with regard to the appendices, to which Attorney Collins replied that

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they had no issue and they may amend the appendices to incorporate an LOU (Letter of Understanding).

A caucus was called at 1:42 p.m., and negotiations resumed at 2:08 p.m.

Attorney Weiner announced that they were open to tentatively agreeing on Article 1, Article 2, Article 3, Article 5, Article 6, Article 8, Article 27, and Article 29

Attorney Weiner stated that for Article 19 – Safety, they needed time to come to a unified decision and would defer a tentative agreement. He also stated that for the previously referenced LOU, they had an MOU (Memorandum of Understanding) regarding acting Captain’s pay and would like to consider either incorporating the language into an existing Article or by attaching it as an exhibit in the appendix. Regarding internal investigations, Attorney Weiner suggested that at the next session, the City discuss why it needed it to be removed as the Bargaining Unit was not interested in deleting that language, and they wish to remain status quo for this Article. Attorney Collins and Attorney Weiner further discussed the language and confirmed the tentatively agreed on Articles.

The City and the Bargaining Unit tentatively agreed on the following Articles: Article 1 – Recognition, Article 2 – Dues Reduction, Article 3 – Non-Discrimination, Article 5 – Bulletin Boards and Solicitation, Article 6 – Employee Rights, Article 8 – Prohibition of Strikes, Article 27 – Service to the Association, and Article 29 – Labor Management Committee.

4. ADJOURN

There being no further discussion, negotiations were adjourned at 2:23 p.m.

Jasmin De Freese, Deputy City Clerk