

**COLLECTIVE BARGAINING AGREEMENT**

**Between**

**CITY OF PORT ST. LUCIE**

**And**

**PORT ST. LUCIE POLICE OFFICERS ASSOCIATION,  
LOCAL 6015, INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO**

**EFFECTIVE OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024**

Ratified by Bargaining Unit: December 8, 2021

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## PREAMBLE

This Agreement is entered into by the CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, STATE OF FLORIDA, hereinafter referred to as the City, and, PORT ST. LUCIE POLICE OFFICERS ASSOCIATION, LOCAL 6015, INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO, herein-after referred to as the Association or IUPA, for the purpose of promoting harmonious relations between the City and the Association, to establish an orderly and peaceful procedure to settle differences which might arise, and to set forth the basic and full agreement between the parties concerning wages, hours, and other terms and conditions of employment.

## ARTICLE 1

### RECOGNITION

The City hereby recognizes Port St. Lucie Police Officers Association, Local 6015, International Union of Police Associations, AFL-CIO (IUPA) as the exclusive bargaining representative for all matters affecting wages, hours, and terms and conditions of employment as provided in Section 447.309(1), Florida Statutes, for those employees in the unit certified by the Public Employees Relations Commission on September 4, 2007.

## ARTICLE 2

### 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, gender expression, membership or non-membership in the Association, or any other lawfully protected class in the application of this Agreement.

Section 2: Any alleged violation of this article shall be subject to the grievance and arbitration procedures of this Agreement.

## ARTICLE 3

### DUES DEDUCTION

#### Section 1: Deductions

Bargaining unit members may authorize payroll deductions on the attached form Appendix A, as may be amended, for the purpose of paying authorized dues. The IUPA will initially notify the City as to the amount of deductions. Changes in deductions will be submitted to the Human Resources Department, via certified mail, specifying the amount of dues to be deducted, and a list of Association members affected, at least thirty (30)-days in advance.

#### Section 2: Remittance

The City's remittance will be deemed correct if the Association 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 3: Indemnification

The Association will 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 Association dues, and/or any other personal information contained on the form described in Section 1, above.

#### Section 4: Termination of Deductions

Any bargaining unit member may discontinue deductions by providing written notice to the Association and the Human Resources Department. Deductions shall cease within 30 days of receiving the notice.

#### Section 5: 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, after other deductions, are less than the amount of dues to be checked off.

#### Section 6: Processing of Dues Deductions

Dues deductions shall be processed by the City and become effective no later than thirty (30)-days from the time received in the Human Resources Department. Dues shall be remitted monthly along with a list containing the name and the amount deducted, of the bargaining unit members for which remittance is made.

## ARTICLE 4

### BULLETIN BOARDS AND SOLICITATION

#### Section 1:

The City agrees to provide a dedicated bulletin board located in the briefing rooms of headquarters. The location of these bulletin boards shall be in areas commonly used to post information for law enforcement personnel and accessible to bargaining unit members.

#### Section 2:

The bulletin boards shall be used for posting authorized bargaining unit member notices of official Association business. The Association will not place any material on the bulletin boards, which is derogatory to the City or its management.

#### Section 3:

Copies of all notices to be posted on the bulletin board by the Association shall be signed and dated by the authorized bargaining unit representative. The Chief of Police, or designee, may make periodic inspections of the bulletin boards and remove materials that violate this Article, provided notice is given to the Association.

#### Section 4:

The City's electronic information systems, including the e-mail system and Police Department portal, shall not be used to communicate Association business, except for the following: Notice of meetings; minutes of those meetings; votes arising from those meetings; Association meetings and ratification votes. Bargaining unit members agree to abide by the City's E-mail Internet & Telecommunications Policy Adopted by Ordinance 99-87 as may be amended from time to time, except for the provisions which are mandatory subjects of bargaining.



## ARTICLE 5

### ASSOCIATION BUSINESS

#### Section 1: Association Time Bank

- A. Each bargaining unit member may voluntarily contribute two (2) hours of annual leave to the Association Time Bank on an annual basis.
- B. A bargaining unit member who wishes to voluntarily contribute annual leave, may do so at any time throughout the year.

#### Section 2: Eligibility to Use Association Time Bank

- A. Up to a maximum of three (3) representatives in any one instance shall be granted time off paid from the Association Time Bank for the purpose of conducting Association business. Management may grant leave to no more than two (2) additional representatives if doing so does not unduly disrupt the operation of the department.
- B. The President of the Association, or designee, shall submit all requests for the use of the Association Time Bank to the Police Chief, or , designee at least two (2) working days in advance of the requested time off. However, this shall not preclude management from granting leave with less than two (2) working days' notice.
- C. The Police Chief shall have the sole discretion of approving or denying Association Time Bank usage, depending upon the manpower requirements to maintain efficient operations within the Police Department. Such discretion shall be exercised in a reasonable manner.

#### Section 3: Charges Against Association Time Bank

- A. Association Time Bank charges will be drawn in increments of one (1) hour and will be charged for all hours during which an elected or appointed Association representative is in an on-duty release while conducting Association business as described in Section 3 (B).
- B. An Association representative may request time off from the Association Time Bank for the purpose of attending Association training sessions, conferences, meetings, and other Association business not including grievance hearings, investigations, contract negotiations, and legislative body meetings regarding the resolution of collective bargaining impasse procedures and arbitrations.

Section 4: Documenting Use of Association Time Bank

- A. Charges against the Association Time Bank shall be documented by the use of an Association Time Bank Authorization Form to be completed for each request, attached to this Agreement as Appendix “B” and incorporated herein.
- B. The Police Chief, or , designee and Association President, or , designee shall keep a record of all time donated and drawn against the Association Time Bank and a detailed summary shall be submitted on October 1 and April 1 of each fiscal year to the Director, Human Resources.

Section 5: Paid Time for Association Business

- A. Up to four (4) representatives of the Association will be allowed to attend collective bargaining sessions without loss of pay when attending during their normal hours of work. Association representatives scheduled to work on the day a negotiation session is held may request to flex their schedule such that the time spent at the session constitutes work time. Representatives may also be granted up to one (1) hour immediately prior to the start of a session, and up to one (1) hour immediately after a session to meet with the Association’s chief negotiator without loss of pay. Finally, in the event a negotiation session lasts at least six (6) hours, a representative working a ten (10) hour shift may request to utilize the Association time bank for the remainder of their shift. In emergency scenarios, approval of the aforementioned requests may be denied by the Bureau Chief.
- B. One (1) Representative of the Association will be allowed to attend grievance hearings, investigations, and legislative body meetings regarding the resolution of collective bargaining impasse procedures and arbitrations without loss of pay when attending during their normal scheduled hours of work. Two (2) Representatives will be allowed to attend critical incident investigations.
- C. The City will not compensate any bargaining unit member who is acting as a representative of the Association when attending any grievance hearing, contract negotiation, investigation, or legislative body meeting regarding the resolution of collective bargaining impasse procedures and arbitrations that occurs outside of said member’s normal scheduled hours of work.

## ARTICLE 6

### ASSOCIATION REPRESENTATION AND ACTIVITIES

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

Section 2: The Association agrees that the Association and its representatives will deal only with the City Manager, Assistant City Manager, Deputy City Manager, Human Resources Director, Human Resources Assistant Director, City Attorney, Assistant City Attorney, Labor Relations Administrator, Chief of Police or their respective designee(s) in matters pertaining to this Agreement.

Section 3: Representatives will be designated by the Association and identified in writing to the City.

Section 4: Neither Association representatives nor bargaining unit members shall leave their posts or workstations for the purpose of investigating, handling or settling grievances or conducting other Association business without the express permission of a supervisor of the rank of Lieutenant or above in their chain-of-command. Permission will not be unreasonably withheld.

Any bargaining unit representative who finds it necessary to meet with any on-duty bargaining unit member for the purpose of conducting business authorized by this Agreement shall obtain prior approval from a Lieutenant in the chain-of-command of the affected bargaining unit member. In the event that immediate contact with the on-duty bargaining unit member is necessary to preserve the on-duty bargaining unit member's rights pursuant to the Law Enforcement Officers Bill of Rights and approval from a Lieutenant is not readily available, then approval from any on-duty employee of Lieutenant or above will suffice.

## ARTICLE 7

### EMPLOYEE RIGHTS

Section 1: The City agrees not to interfere with the right of any eligible employee to become a member of the Association, withdraw from membership from the Association, or refrain from becoming a member of the Association.

Section 2: Language contained in this Agreement shall not foreclose any bargaining unit member from pursuing any right or remedy, not including arbitration as defined in Article 23, Arbitration Procedure, without representation of the Association.

Section 3: In matters involving a grievance, the Association shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

Section 4: 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.

Section 5: The Police Department shall maintain a policy on AVL/GPS system(s), including the utilization of data for such system(s). The AVL/GPS policy shall contain a prohibition of harassment of bargaining unit members. The policy must also address how the AVL/GPS data will be used in disciplinary matters. The policy shall contain a provision that discipline will not be sustained solely on AVL or GPS data.

## ARTICLE 8

### 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 Association became the representative of the bargaining unit members 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 Association 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 Police Department management 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 Association 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, and to select the hours and days to be worked on each position within the structure of the organization, subject to the limitations set forth in this Agreement.

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;

(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 work loads, 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, or change rules and regulations, policies, practices and procedures not in conflict with the provisions of this Agreement or established past practice;

(l) To introduce new, different or improved methods, means and processes of police service and operation and otherwise manage the department 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 bargaining unit members or their representatives from filing grievances 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, fires, floods, 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 as it deems necessary, 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 9

PROHIBITION OF STRIKES

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

## ARTICLE 10

### DAYS AND HOURS

Section 1: The work week shall consist of five (5) eight (8)-hour, or four (4) ten (10)-hour days, within a seven (7)-day period beginning on Saturday (12:01 a.m.) and ending on the following Friday (midnight). Bargaining unit members assigned other duties may have other shifts or schedules. If the Police Department wishes to create new shifts for the patrol division, it shall notify the association in writing of its desire to negotiate new shifts. Schedules shall not be changed solely for the purpose of avoiding overtime compensation during the workweek.

The City and the Association jointly agree to a “4-10” work schedule program, which shall consist of employees working four (4) consecutive days of ten (10) work hours followed by three (3) consecutive days off. Employees working the 4-10 work schedules shall be compensated on each workday for ten (10) hours of pay at straight-time rates.

The “4-10” work schedule shall be established utilizing the following shifts and workdays:

#### Shifts

First Shift: 10:00 p.m. – 8:00 a.m.

Second Shift: 7:00 a.m. – 5:00 p.m.

Third Shift: 3:00 p.m. – 1:00 a.m.

#### Work Days

Squad A: Sunday, Monday, Tuesday, Wednesday

Squad B: Wednesday, Thursday, Friday, Saturday

All bargaining unit members assigned to the entire first shift (also known as the midnight shift) shall receive their base pay plus an additional five (5%) percent per hour compensation worked during that shift. All bargaining unit members assigned to the entire third (also known as the evening shift)\_shift shall receive their base pay plus an additional 2.5% per hour compensation. The midnight shift and the third shift differential pay shall be provided following a bargaining unit member’s selection or assignment of those shifts during their bi-annual seniority bid, as well as whenever:

- A. A bargaining unit member is ordered to fill a vacancy on the first (midnight) or third (evening) shift on any particular workday;
- B. A bargaining unit member is approved to voluntarily fill a vacancy on the first (midnight) or third (evening)\_shift on any particular workday;
- C. A bargaining unit member is held over or otherwise required to remain on duty on the first (midnight) or third (evening) shift. In such event, the bargaining unit member shall receive the appropriate shift differential for all time worked, including those on their normal shift, and for all time during which they were required to remain on duty.
- D. A bargaining unit member assigned to the K-9 unit will receive the respective shift differential amount for whichever shift the majority of their duty hours are worked.



Bargaining unit members who selected the first shift or the third shift during their bi-annual seniority bid shall receive the differential rate during periods of approved leave, except if the member is on no-pay status while on leave (i.e., no leave accruals or on unpaid administrative leave).

There shall be a seniority-based bidding process for shift, squad, zone and workdays. Seniority shall be as defined in Article 17. Bidding shall occur bi-annually during the months of October and April. Each bargaining unit member shall be allotted 24 hours to make their shift selection, which shall commence after reasonable notice of the selection opportunity is first provided by the City. Obviously, exigent circumstances may apply, which would waive the 24-hour selection requirement.

In the event of vacancies or reassignments due to staffing, seniority bidding will apply for the bargaining unit member(s) entering the work schedule.

Further, the City and Association agree that employees may, with the consent of the Association, voluntarily elect to work a flexible schedule other than those outlined herein for the purposes of staffing special details or meeting other Departmental needs. The affected employee and the City shall agree upon such work schedules in advance.

Section 2: For purposes of determining overtime payments, all compensated hours (except sick leave) shall be construed as time worked.

Section 3: Compensatory Time. All bargaining unit members may accrue a maximum of eighty (80) hours compensatory time at any given time. Any compensatory time turned in over that amount will be paid as overtime. Upon resignation or other separation from City employment, a bargaining unit member shall be compensated for a maximum of eighty (80) hours of accrued compensatory time.

Requests for use of compensatory time will be submitted to the appropriate sergeant seventy-two (72) hours in advance of the requested time off. Obviously, exigent circumstances may apply and that would waive the minimum seventy-two (72) hour notice.

Compensatory time shall be charged in one-half (.5) hour minimum increments. No more than four (4) bargaining unit members per shift will be off on any combination of compensatory or vacation time. When multiple requests are submitted, seniority will apply. If insufficient bargaining unit members are available to fill the required shift positions, the sergeant will meet with their district lieutenant to discuss the necessity of posting overtime. Overtime should be a last resort. If overtime is needed it should be posted immediately. If no one signs up within twenty-four (24) hours of when the position(s) is needed, then the compensatory time request shall be denied. Posting of overtime can be paid out in accordance with the regular City payroll process. The district lieutenant will make this decision.

Section 4: The City agrees to abide by the Fair Labor Standards Act as it relates to law enforcement personnel, except as expressly limited by a specific provision of this Agreement.

Section 5: Court Appearance. All bargaining unit members shall be paid for a minimum of three (3) hours when required to appear in court, state attorney hearings or meetings, responding to any court related hearing or preparatory meetings, whether in person or via telephonic or video conference, or attend any department/City mandated meeting or activity during their scheduled off-duty

hours. All bargaining unit members shall be paid a minimum of two (2) hours for any telephonic conference with the State Attorney's office. Scheduled off duty hours means time:

- A. Preceding a scheduled work shift
- B. During a scheduled day off; or
- C. Subsequent to a scheduled work shift, provided the event commences after the ending of a work shift. Therefore, in the event a bargaining unit employee is required to appear at an event during their scheduled shift, but said event continues beyond said shift, the incentive shall not be paid. However, an appearance at an event that begins during their scheduled shift and continues beyond said shift time shall be paid at the employee's applicable rate of pay. The phrase "beyond shift time" shall include travel time.

Section 6: Return to Work. All bargaining unit members shall receive three (3) hours compensation, plus all time worked, when required to return to work after the expiration of their shift. Bargaining unit members shall receive one additional hour of compensation, plus all time worked, when they are required to remain on duty.

Section 7: Stand by status is defined as when a bargaining unit member is required to carry a pager or other 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) hour's 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 their standby duty.

Section 8: Call-backs are defined as when a bargaining unit member is required to return to work after the completion of their shift, while off-duty, on vacation, or on personal leave. Prior notification (minimum 24 hours' notice) of mandatory overtime shall negate the payment of call-back hours.

Section 9: 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 their shift. The bargaining unit member will be paid one and one half (1.5) hours' additional regular compensation per day for on-call status. In the event that any portion of an on-call assignment occurs during a recognized holiday, the bargaining unit member will be paid two and a half (2.5) hours additional regular compensation for such day while assigned to on-call status. The bargaining unit member shall be physically fit for duty twenty-four (24) hours per day during their on-call status and be in-service within forty-five (45) minutes after being contacted. Supervisors may restrict on-call assignments for bargaining unit members who reside outside the City limits.

Section 10: All bargaining unit members may receive two (2) compensated personal leave days per year without deduction from any other accrued leave benefit. Personal leave days may be used for last minute emergencies and can be used consecutively. For bargaining unit members who are assigned to a ten-hour shift, two (2) days shall mean twenty (20) hours (or two shifts) of personal leave.

Section 11: Other provisions, if any, regarding days and hours, not in express conflict with this Agreement, shall be governed by the City's Personnel Rules and Regulations, currently in effect.

Section 12:

A. The City will observe the following holidays:

- |                           |                             |
|---------------------------|-----------------------------|
| 1. New Year's Day         | January 1                   |
| 2. Martin Luther King Day | Third Monday in January     |
| 3. Presidents Day         | Third Monday in February    |
| 4. Memorial Day           | Last Monday in May          |
| 5. Independence Day       | July 4                      |
| 6. Labor Day              | First Monday in September   |
| 7. Veterans' Day          | November 11                 |
| 8. Thanksgiving Day       | Fourth Thursday in November |
| 9. Day after Thanksgiving | Friday after Thanksgiving   |
| 10. Christmas Eve         | December 24                 |
| 11. Christmas Day         | December 25                 |
| 12. New Year's Eve        | December 31                 |

- B. If a bargaining unit member works either on the actual holiday as listed above, or the date on which it is observed by the City, they shall be paid one and one-half times (1.5X) their hourly rate for all hours worked, plus eight hours holiday pay, or ten (10) hours of holiday pay if assigned to a ten hour shift. Bargaining unit members may elect to receive straight time for all hours worked and accrue twelve (12) hours of compensatory time, or fifteen (15) hours of compensatory time if assigned to a ten-hour shift, as their holiday pay, subject to the provisions of Section 3, above. The holidays worked will be considered as Holiday Pay rather than overtime and, therefore, not included in the 300/hour overtime maximum for retirement calculations.
- C. Bargaining unit members shall receive eight (8) hours of holiday pay when they are not scheduled to work during City-recognized holidays. Bargaining unit members who are assigned to a ten-hour shift shall receive ten (10) hours of holiday pay when they are not scheduled to work during City-recognized holidays.
- D. If the City and Association mutually recognize any discrepancy regarding the payment of holiday hours, it shall be resolved through the crediting of accrued leave benefits, such as sick, vacation or compensatory time, at the option of the bargaining unit member.

## ARTICLE 11

### I - FITNESS FOR DUTY

Section 1: All bargaining unit members shall be physically fit for duty for their shift and twenty-four (24) hours per day during those calendar days assigned to be on-call.

Section 2: Bargaining unit members may be ordered to report for duty by shift supervisors or higher-ranking Police Department Officials.

Section 3: Bargaining unit members who refuse to report for duty for medical reasons may be required to submit a written excuse from a physician prior to their return to duty.

Section 4: All refusals by bargaining unit members to report for duty shall be documented by shift supervisors or higher-ranking Police Officials and forwarded to the Chief of Police.

Section 5: The refusal to report for duty when ordered by a shift supervisor or higher-ranking Police Department Official may be grounds for disciplinary action.

Section 6: Bargaining unit members will be excused from the provisions of Sections 1-5 by their supervisor or higher-ranking Police Department Official when circumstances exist making it in the best interest of the Department and the bargaining unit member.

### II - PHYSICAL EXAMINATION/TESTING PROCEDURES

The City reserves the right to require all bargaining unit members to have an annual physical examination by a doctor of the City's choice which may include, at the City's discretion, a psychological examination and drug and controlled substance testing. Prior to implementation of any such program, the Association shall be provided the opportunity to review and negotiate the contents of any such plan. One of the purposes of the said physical examination is to determine the use and/or abuse of controlled drugs and substances. In addition, the City reserves the right, at any time, to request any bargaining unit member to take a drug and/or controlled substance test and/or psychological examination with a showing of reasonable suspicion.

### III - DRUGS AND CONTROLLED SUBSTANCES TESTING POLICIES AND PROCEDURES

All policies, procedures, and disciplinary actions concerning drug and alcohol testing shall be in compliance with federal law and Florida Statutes.

The Association acknowledges that the City's Substance Abuse Policy adopted by Ordinance (91-9) is incorporated herein by this reference.

#### IV – PHYSICAL FITNESS AND WEIGHT CONTROL PROGRAM

The City reserves the right to establish and to require bargaining unit members to participate in a physical fitness and weight-control program. Prior to implementation of any such program, the Association shall be provided the opportunity to review and negotiate the contents of such plan.

## ARTICLE 12

### WAGES

Section 1: All step increases shall be solely based on merit. Bargaining unit members shall receive a written evaluation prior to their anniversary/classification date of employment or promotion. Only those bargaining unit members who receive an evaluation that meets or exceeds standards in all categories shall be eligible to receive a merit increase. The member shall automatically receive their merit increase on their anniversary date. However, should the bargaining unit member receive an overall rating of "Failed to Meet Standards," of which the member shall receive advance notice in accordance with Department policy, the member shall not receive a step plan increase at the time of their anniversary. In such case, the bargaining unit member shall be re-evaluated in 30, 60, and 90 days. At the end of the 90-day period, if the bargaining unit member achieves a rating of "Met Standards," the member will receive their annual step increase, effective the date of the re-evaluation.

Section 2: The ability to attract experienced law enforcement officers is an important component of a growing law enforcement agency. Therefore, in year one of this agreement, the City may hire Police Officers who have full-time law enforcement experience (not including military) in federal, municipal or county law enforcement agencies, and place them in a range not to exceed Step Three (3) of the pay plan. The City may hire Police Officers who have full-time law enforcement experience (not including military) in federal, municipal or county law enforcement agencies, and place them in a range with year to year credit not to exceed Step Five (5) of the pay plan. The Chief of Police, or designee, will make decisions concerning experience.

Section 3: All annual wages shall be computed on a forty-(40) hour workweek (2,080 hours annually) and paid bi-weekly.

Section 4: Computation of Overtime. All bargaining unit members shall be paid time and one-half (1 ½) their regular rate for all hours worked over forty (40) during the work week.

Section 5: Assignment to Investigative Unit. All bargaining unit members who are not on modified duty, while assigned full time for a period of time exceeding twelve (12) consecutive weeks to the Criminal Investigations Division, Special Investigations Division (S.I.D.), or the Professional Standards Division shall receive an additional one dollar (\$1.00) per hour compensation. Effective February 19, 2022, the aforementioned assignments, which will also include Traffic Homicide Investigations (T.H.I.), shall entitle members to an additional five percent (5%) compensation in lieu of an additional one dollar per hour. The various assignment pays are not combinable so each member is limited to a five percent (5%) maximum at any one time. Bargaining unit members serving as active Uniform Crime Scene Investigators for a period of time exceeding twelve (12) consecutive weeks shall receive an additional one dollar (\$1.00) per hour compensation. Effective February 19, 2022, the compensation for those serving as active Uniform Crime Scene Investigators shall increase to one dollar and fifty cents (\$1.50) per hour compensation.

Section 5A: Assignment to K-9 Unit. All K-9 officers assigned a K-9 dog shall receive 1.5 additional hours compensation on each of their scheduled days off for the care and handling of the K-9 dog, unless the K-9 dog is placed under the care of someone else.

Section 5B: Assignment to Honor Guard, Marine Patrol, Bike Patrol, S.W.A.T., Motor Unit: Effective February 19, 2022, all bargaining unit members assigned to Honor Guard, Marine Patrol Bike Patrol, S.W.A.T., and/or the Motor Unit shall be compensated an additional one dollar (\$1.00) per hour for the entirety of the scheduled shift while performing the applicable specialized duty. If such specialized duty is performed on a bargaining unit member’s regularly scheduled day off, the one dollar (\$1.00) additional compensation shall apply only to those hours actually engaged in performing the specialized duty.

~~Section 5C: Assignment to S.W.A.T.: Effective February 19, 2022, all bargaining unit members assigned to S.W.A.T. who are actively training, or involved in an actual incident, shall be compensated an additional one dollar (\$1.00) per hour while engaged in such training or actual incident.~~

~~Section 5D: Assignment to Motor Unit: Effective February 19, 2022, all bargaining unit members assigned to the Motor Unit shall be compensated an additional \$1.00 per hour while actively engaged on/performing the specialized duty of motors.~~

Section 6: Assignment to FTO Program. Bargaining unit members assigned as Field Training Officers (FTOs) on a ten (10) hour shift shall receive an additional 2 hours of compensation for each day they are acting in the capacity of a trainer for a newly hired probationary employee. For bargaining unit members assigned to an eight (8) hour shift, the compensation shall be an additional 1.5 hours of compensation. In lieu of compensation, bargaining unit members may be granted compensatory time on an hour for hour basis (e.g., members assigned to a ten-hour shift will receive two hours of compensatory time).

Section 6A: High Liability Instructor. Bargaining unit members assigned as a High Liability Instructor, must have three (3) years of experience as a law enforcement officer, must have completed the FDLE Instructor Technique course, and must have instructed a minimum of twenty (20) hours of instruction two (2) classes, as approved by the Chief of Police, to receive the incentive of a lump sum of \$250.00 per calendar year. Effective February 19, 2022, in lieu of the aforementioned lump sum, the incentive shall thereafter be in the form of an additional one and one-half (1.5) hours compensation at straight time for all hours while actively engaged as an instructor. In lieu of compensation, bargaining unit members may be granted compensatory time.

Section 7: Assignment to Sergeant. Bargaining unit members assigned as ‘Acting Sergeants’ for a minimum of four (4) hours per shift shall receive an additional one and one-half (1.5) hours of additional compensation per shift. A Lieutenant or higher-ranking officer must approve this assignment.

Section 8: All wage increases are limited to the duration of this Agreement.

**POLICE OFFICER PAY PLAN**


Step	FY 2020-2021	Step	FY 2021-2022	Step	FY 2022-2023	Step	FY 2023-2024
1	\$48,500.00						
2	\$51,000.00	1	\$53,550.00	1	\$55,156.50	1	\$55,708.07
3	\$53,500.00	2	\$56,175.00	2	\$57,860.25	2	\$58,438.85
4	\$56,000.00	3	\$58,800.00	3	\$60,564.00	3	\$61,169.64
5	\$58,500.00	4	\$61,425.00	4	\$63,267.75	4	\$63,900.43
6	\$61,000.00	5	\$64,050.00	5	\$65,971.50	5	\$66,631.22
7	\$63,500.00	6	\$66,675.00	6	\$68,675.25	6	\$69,362.00
8	\$66,000.00	7	\$69,300.00	7	\$71,379.00	7	\$72,092.79
9	\$68,500.00	8	\$71,925.00	8	\$74,082.75	8	\$74,823.58
10	\$71,000.00	9	\$74,550.00	9	\$76,786.50	9	\$77,554.37
11	\$73,500.00	10	\$77,175.00	10	\$79,490.25	10	\$80,285.15
12	\$76,000.00	11	\$79,800.00	11	\$82,194.00	11	\$83,015.94
13	\$78,500.00	12	\$82,425.00	12	\$84,897.75	12	\$85,746.73
14	\$81,000.00	13	\$85,050.00	13	\$87,601.50	13	\$88,477.52
15	\$83,500.00	14	\$87,675.00	14	\$90,305.25	14	\$91,208.30

**FY 2021-2022**

In Year One (1) of this agreement:

Step 1 of the FY 2020-2021 Step Pay Plan (value of \$48,500.00) shall be eliminated, resulting in a 14 Step Pay Plan for the duration of the Agreement.

All bargaining unit members will laterally move to the FY 2021-2022 Step Pay Plan effective 2/19/22 as illustrated in the above Pay Plan Table, except that those members in the eliminated Step 1 shall move to the new Step 1 effective 2/19/22..

Bargaining unit members will advance a step on their anniversary date. However, if a bargaining unit member’s anniversary date falls between 10/1/21 and 2/18/22, they will advance a step on 2/19/22.

The parties agree that members who are at the top step will not receive longevity pay in Year One of this agreement.

**FY 2022-2023**

In Year Two (2) of this agreement:

All bargaining unit members will move to the same step with a new base rate of pay effective 10/1/22.



Bargaining unit members will advance a step on their anniversary date.

Bargaining unit members who are at the top step will receive \$2,400.00 longevity pay on their anniversary date.

**FY 2023-2024**

In Year Three (3) of this agreement bargaining unit members will move to the same step with a new base rate of pay effective 10/1/23.

Bargaining unit members will advance a step on their anniversary date.

Bargaining unit members who are at the top step will receive \$2,400.00 longevity pay on their anniversary date.

Section 9: Incentive Pay

A. The City agrees that the following list is all-inclusive. This list may be modified from time to time, upon mutual agreement.

Employees who obtain a degree from State or nationally accredited college or university are granted incentive pay in accord with these provisions. Educational incentive pay is provided only when the degree is relevant to the employee's position and job duties.

In order to obtain incentive pay, subsequent to completing their degree, bargaining unit members must submit a letter or memorandum to the Chief of Police, or designee, together with proof of their degree. Bargaining unit members whose degree comport with this article will receive incentive pay per the following:

**Degree Program:**

- Associates
- Bachelor's
- Master's
- Doctoral

Incentive pay shall be issued as a one-time lump sum payment as follows: 2.5% for an Associate or Bachelor's Degree Program completion, and 5% for a Master's or Doctoral Degree Program completion. The payment of incentive pay does not affect classification dates or classification increases. The education incentive shall be limited to one (1) payment of one degree per bargaining unit member per fiscal year.

B. 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.

C. Bargaining unit members must obtain written approval in advance from a 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 for resolution. The City recognizes members are free to attend training on their own time and at own expense.

Section 10: Duration

Bargaining unit members shall not be eligible for any wage increase, wage adjustment or incentive increase on or after October 1, **2024** except as re-negotiated and ratified by the parties.

Section 11: Assignment of Civilian Ride Along.

Supervisor assignments with a Civilian Ride Along shall be limited to four (4) hours per shift. If a bargaining unit member volunteers to accept a Civilian Ride Along, the Civilian Ride Along may be longer than four (4) hours.

ARTICLE 13

BENEFITS

Section 1: The following benefits shall remain in force:

Uniforms & Equipment **	\$50,000 A.D. & D. Insurance
Credit Union Membership*	Cancer Care Plan *
\$50,000 Life Insurance	Pre-Paid Legal *
Prescription Drug Plan	Long- and Short-Term
Disability Plans	Dental Plan
Employee Assistance Programs	Vision Care Plan
Health Insurance	

\* Payroll deducted benefit.

\*\* Initial uniforms upon hire to include five (5) shirts (either long- or short-sleeved, or any combination thereof), and five (5) trousers. Replacements for uniform shirts and/or trousers damaged in the line of duty will be made as required.

Employee and City Health 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.

**FY 2021-2022**

**TRADITIONAL PLAN  
EMPLOYEE CONTRIBUTION MONTHLY**

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**

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**

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**

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

**FY 2022-2023**

**TRADITIONAL PLAN  
EMPLOYEE CONTRIBUTION MONTHLY**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
Single	11%	86.74	3.76	.75	91.25
Emp. /Sp.	18.5%	364.71	24.58	4.92	394.21
Emp. /Ch.	18.5%	269.88	13.92	2.78	286.58
Family	18.5%	532.47	24.78	4.96	562.21

**TRADITIONAL PLAN  
EMPLOYER CONTRIBUTION MONTHLY**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
Single	89%	701.80	30.42	6.09	738.32
Emp. /Sp.	81.5%	1606.69	108.26	21.65	1736.60
Emp. /Ch.	81.5%	1188.95	61.30	12.26	1262.51
Family	81.5%	2345.76	109.19	21.84	2476.79

**BASIC PLAN  
EMPLOYEE CONTRIBUTION MONTHLY**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
Single	8%	56.83	2.73	.59	60.15
Emp. /Sp.	16%	284.16	21.25	4.25	309.66
Emp. /Ch.	16%	210.28	12.04	2.41	224.73
Family	16%	426.25	21.44	4.29	451.98

**BASIC PLAN  
EMPLOYER CONTRIBUTION MONTHLY**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
Single	92%	653.58	31.45	6.73	691.76
Emp. /Sp.	84%	1491.87	111.59	22.32	1625.78
Emp. /Ch.	84%	1103.98	63.18	12.63	1179.79
Family	84%	2237.80	112.53	22.51	2372.84

**FY 2023-2024**

**TRADITIONAL PLAN  
EMPLOYEE CONTRIBUTION MONTHLY**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
Single	11%	93.68	4.06	.81	98.55
Emp. /Sp.	18.5%	393.89	26.54	5.31	425.74
Emp. /Ch.	18.5%	291.47	15.03	3.00	309.50
Family	18.5%	575.07	26.77	5.35	607.19

**TRADITIONAL PLAN  
EMPLOYER CONTRIBUTION MONTHLY**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
Single	89%	757.94	32.85	6.58	797.38
Emp. /Sp.	81.5%	1735.22	116.93	23.39	1875.54
Emp. /Ch.	81.5%	1284.06	66.21	13.24	1362.52
Family	81.5%	2533.42	117.92	23.59	2674.93

**BASIC PLAN  
EMPLOYEE CONTRIBUTION MONTHLY**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
Single	8%	61.38	2.95	.59	64.92

<u>Emp. /Sp.</u>	16%	306.90	22.96	4.59	334.45
<u>Emp. /Ch.</u>	16%	227.10	13.00	2.60	242.70
<u>Family</u>	16%	460.35	23.15	4.63	488.13

**BASIC PLAN  
EMPLOYER CONTRIBUTION MONTHLY**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
<u>Single</u>	92%	705.86	33.96	6.80	746.62
<u>Emp. /Sp.</u>	84%	1611.21	120.51	24.11	1755.83
<u>Emp. /Ch.</u>	84%	1192.30	68.24	13.64	1274.18
<u>Family</u>	84%	2416.82	121.54	24.31	2562.67

Bargaining unit members pay the following health insurance related costs for the Traditional Plan: The co-pay for covered physician visits shall be \$20 per visit for Primary Care physicians and \$40 per visit for Specialist physicians. A co-pay for an emergency room visit shall be \$50 per visit. (This co-pay shall be waived in the event that the employee is admitted to the Hospital for treatment.) The cost for covered prescriptions shall be \$10 per generic prescription, \$30 per preferred brand name prescription, and \$50 for non-preferred brand name prescription. Mail order prescriptions (90-day supply) shall be \$20 per covered generic prescription, \$40 per covered preferred brand name prescriptions, and \$60 for non-preferred brand name prescription.

A bargaining unit member is subject to a Deductible in the amount of \$300 per person/\$900 family, in and out-of-network.

Bargaining unit members pay the following health insurance related costs for the Basic Plan:

The co-pay for covered physician visits shall be \$30 per visit for Primary Care physicians and \$60 per visit for Specialist physicians. A co-pay for an emergency room visit shall be \$500.00. The cost for covered prescriptions shall be \$10 per generic prescription, \$45 per preferred brand name prescription, and \$75 for non-preferred brand name prescription. Mail order prescriptions (90-day supply) shall be \$20 per covered generic prescription, \$90 per covered preferred brand name prescriptions, and \$150 for non-preferred brand name prescription.

A bargaining unit member is subject to a Deductible in the amount of \$750 per person/\$1,500 family in network, and \$1,500 per person/\$3,000 family out-of-network.

Section 1:1 Health Insurance Rebate Program:

Since the total contributions for the health insurance plan, as identified in Section 1, 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 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 2: If, during the life of this Agreement, health plan costs increase, or coverages are modified or withdrawn by carriers or providers, the City reserves the right to reopen this article for negotiation.

Section 3: During the term of this agreement and ending on September 30, 2021, 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 contribution amount will be granted to the members of this bargaining unit.

During the term of this agreement and ending on September 30, 2021, in the event another employee group is awarded a different health care plan with different contribution amounts, that same plan and contribution amounts will be offered to the members of this bargaining unit.

Section 4: All bargaining unit members while assigned full-time to the Criminal Investigations Division, Special Investigations Division (S.I.D), or the Professional Standards Division for a period of time exceeding twelve (12) consecutive weeks shall receive a \$60.00 per month clothing allowance, while so assigned. Other practices regarding uniforms and equipment shall remain unchanged.

Section 5: All bargaining unit members assigned full-time to uniformed duties and in divisions not listed in Section 3 shall receive twenty dollars (\$20.00) per pay period for uniform cleaning and maintenance.

Section 6: All bargaining unit members shall be eligible to participate in City-provided benefit plans on the first day of the month following their date-of-hire. Pension plans may have other length of employment requirements.

Section 7: The City shall reimburse bargaining unit members to a maximum of One thousand fifty dollars (\$1,050) for the purchase of bulletproof vests. Bulletproof vests shall be replaced in accordance with the manufacturer's specifications. If funds remain after the purchase of a bullet proof vest, a bargaining unit member may apply the remaining balance towards the purchase of a rifle vest.

Section 8: The City agrees to provide annually to bargaining unit members an outer bulletproof vest cover.

Section 9: Bargaining unit members assigned to uniform duties shall receive an annual

allowance of one hundred fifty (\$150.00) dollars for the purchase of shoes, pursuant to Police Department General Order specifications. Payment of this amount shall coincide with the month of the bargaining unit member's anniversary date-of-hire.

Section 10: In the event a bargaining unit member suffers a catastrophic injury as defined in Section 440.02(38), Florida Statutes 2002 or is killed in the line of duty the City agrees to pay health insurance benefit costs pursuant to Section 112.19, Florida Statutes.

Section 11: Any recoupment of overpayment to a bargaining unit member shall be over the same time period that the overpayment was made, unless the member agrees to a shorter notice period.

Section 12:

A. Effective upon the ratification date of this collective bargaining agreement, any bargaining unit member who, while acting within the course of employment as provided by Chapter 440, Florida Statutes is:

- 1) maliciously or intentionally injured; or
- 2) injured during department approved and supervised training; or
- 3) injured while responding to an unlawful act perpetrated by another; or
- 4) injured while engaging in a law enforcement activity to be defined as within on-duty routine patrol procedures and on-duty criminal investigations conducted within departmental guidelines and Florida Statutes.

and thereby sustains a job-related injury or illness as deemed compensable under Chapter 440 shall be entitled to full-pay status, if said injury or illness results in lost time, for a maximum of 12 months from the date of injury. An extension of up to an additional 6 months may be granted with the approval of the City Manager. The member is not required to use sick, vacation, or other leave.

B. The granting of leave in accordance with this section shall require the submission of a medical report to the City's Risk Management department. The report shall provide a current diagnosis of the member's injury, recovery, and ability to return to work.

C. When a member is on leave pursuant to this section, any worker's compensation payments received from the insurance carrier shall be immediately remitted to the City. The member shall receive 100% of their wages, based upon the member's thirteen (13) week average salary prior to being out on leave pursuant to this section, directly from the City. The thirteen (13) week average shall be calculated as base pay plus shift differential and assignment pay earned for a period greater than ninety (90) days and shall be exclusive of overtime earnings.

D. An employee, while on disability leave pursuant to this section, shall not be eligible to earn or accrue leave benefits after 30 days.



## ARTICLE 14

### RETIREMENT PLANS

Section 1: The City agrees to provide bargaining unit members with a pension plan contribution of a minimum of 10.5% of their gross taxable wages, except as limited in Section 6.

Section 2:

- A. Bargaining unit members who are not enrolled in the Police Officers Retirement Trust Fund (185 Plan) may apportion their 10.5% City contribution to the ICMA 401A, and/or-Prudential Pension Plans.
- B. Bargaining unit members participating in the Prudential Pension Plan may continue their participation until the City terminates this Plan. A bargaining unit member who is not currently participating in the Prudential Pension Plan may not direct their contributions to this Plan.

Section 3: For members who retire on or after October 1, 2015, the benefit rate for eligible distributees shall be three and twenty-seven hundredths percent (3.27%). All funds from the State of Florida Insurance Premium taxes from October 1, 2015, shall be available to the City to fund the City share of the pension plan and shall not be available for future benefit enhancements. Beginning October 1, 2018 any increase in the funds from the State of Florida Insurance Premium Taxes from one year to the next will be split between the City and the Association as follows: An actuarial study will be conducted annually by the Pension Board's actuary to determine the amount of State money required to fund the multiplier of three and twenty-seven hundredths percent (3.27%) from the multiplier of three and nine hundredths percent (3.09%). The City will retain all increased amounts necessary to fund the higher multiplier. Any remaining funds from the increase will be available to the Association for future pension benefit enhancements. (Example: If the State of Florida funds are increased by \$50,000, and an actuary determines that only \$25,000 are needed to fund the higher multiplier, the remaining \$25,000 will be available to the Association and other IUPA Local Unions representing police department personnel.) In the event that the State of Florida Insurance Premium Tax funding model is substantially changed causing a reduction in the funds available to the city, the parties agree to open bargaining to address the shortfall.

Section 4: Bargaining unit members were previously offered a one-time option to opt-in the 185 Plan, subject to the applicable requirements outlined by the police pension board.

Section 5: For service earned prior to May 1, 2013, the total overtime compensation during that period shall be included as pensionable earnings. Effective May 1, 2013, a maximum of 300 overtime

compensation hours per fiscal year will be included as pensionable earnings for all employees hired prior to May 1, 2013 . The City shall continue to contribute 10.5% for overtime hours earned in excess of 300, to be deposited in a city defined contribution plan. Effective October 1, 2018, all bargaining unit members shall have a maximum of 300 overtime compensation hours per fiscal year included as pensionable earnings.

Section 6: Effective May 6, 2013, no sick leave or annual leave accrued thereafter shall be included in the calculation of pensionable earnings.

Section 7: The parties agree that the Last-in First Out (LIFO) method will be utilized with respect to the usage of sick leave and annual leave after DATE. Therefore, employees who use leave time accrued after DATE shall be debited from these post-DATE accruals, provided the employee has sufficient leave. In the event an employee has insufficient post-DATE accruals and, therefore, must use pre-DATE accruals, they may replenish the utilized pre-DATE accruals.

Section 8: For pensionable earning calculations, the pre-DATE sick leave and annual leave value shall be based on the rate of pay as of the date of retirement. The Pension Board shall calculate a bargaining unit member's pension benefit based upon the top five (5) years of their service.

Section 10: Effective July 22, 2019, bargaining unit members who have reached one hundred percent (100%) benefit level will have their payroll contributions reduced from nine percent (9.0%) to five percent (5%) of pensionable wages.

ARTICLE 15

SICK TIME

Section 1: All bargaining unit members shall accrue ninety-six hours of sick time (96 hours) annually. Accrual shall begin from the date of employment and accrued hours may be carried over from year to year. There will be no limit on the amount of sick time a bargaining unit member may accrue.

Section 2: All absences of more than three (3) days or shifts may require verification of illness or disability from a physician prior to or upon return to duty, unless such time is on a weekend or a holiday period; then the bargaining unit member may obtain such notification on the second day back to work.

Section 3: The City, at the City's expense, reserves the right to have bargaining unit members examined by physicians to determine mental and/or physical fitness for duty. Bargaining unit members found physically or mentally unfit for duty shall be placed on a Leave of Absence, transferred or have their job duties modified, depending upon the individual circumstances. Accrued paid leave benefits may be used.

Section 4: All bargaining unit members may be compensated for accrued, unused sick time hours based upon the following schedule:

Years of Employment	Paid Percentage
5 - 9	50%
10 - 14	60%
15 - 19	75%
20+	100%

Sick leave accrual of all bargaining unit members will continue to be capped at 96 hours per year.

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.

Section 5: 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 must have used all of their accruals (sick, annual, personal) prior to any donated sick time being used. The bargaining unit member may only receive a maximum of eighty (80) hours per donor within a rolling twelve-month period. However, a bargaining unit member may receive a maximum of eighty (80) hours per bargaining unit donor within a 12-month period. The donated sick time may only be used for FMLA qualifying events. Donated sick time shall not be used for intermittent FMLA leave. Effective January 23, 2019, bargaining unit members who have entered the DROP may donate sick time, but may not receive it.

ARTICLE 16

ANNUAL LEAVE

Section 1: All bargaining unit members shall accrue annual leave on a bi-weekly basis as of their date of hire as follows:

<b>Years Employed</b>	<b>Hours Accrued Per Year</b>
0-3	80 hours
4-9	120 hours
10-19	160 hours
20 +	200 hours

Bargaining unit members will accrue annual leave capping their annual amounts over a period of twenty-six (26) pay periods.

Annual leave accrual will continue to be capped at a rate based on the members years of service.

Section 2: Annual leave may be accrued to a maximum of three hundred sixty (360) regular hours. The maximum amount of annual leave hours that may carry over from one fiscal year to the next is three hundred sixty (360). The maximum amount of hours that may be paid out upon separation from employment with the City is three hundred sixty (360) hours. Bargaining unit members are eligible to use accrued annual leave after completing six (6) consecutive months of employment from their hire date. A member will be charged annual leave in minimum increments of one (1) hour. Bargaining unit members are not charged for holidays that occur during their scheduled annual leave time.

Section 3: Requests for forty (40) or more hours of annual leave should, to the extent practicable, be submitted to the Chief's designee

Section 4: No paid annual leave is permitted in advance of being accrued. Bargaining unit members are not permitted to take more than twenty (20) days of annual leave in any six (6) month period without permission of the Police Chief or designee.

Section 5: If management cannot accommodate a bargaining unit member's request to use accrued annual leave, the Police Chief may recommend that the member be compensated for up to eighty (80) hours of their accrued annual leave, prior to the member's next anniversary date of employment. Approval is contingent upon concurrence of the City Manager and verification that funds are available. If approval is denied the bargaining unit member can submit a new annual leave request.

Section 6: A bargaining unit employee will not be paid for accrued leave in lieu of taking such annual leave except upon separation or pursuant to this section. Members leaving City employment after more than six (6) months of continuous employment with the City will receive payment for any accrued annual leave as of the date of separation. Payment for accrued annual leave does not apply to members having less than six (6) months of employment. Payment for unused

accrued annual leave is limited to a maximum of two-hundred forty (240) regular hours, computed at the employee's base rate of pay at time of separation.

Section 7: After utilizing at least eighty (80) hours of accrued annual leave in the preceding twelve (12) months, a bargaining unit member may request to sell back a portion of their remaining accrued annual leave balance. Approval is contingent upon budget restrictions and the concurrence of the City Manager.

Section 8: A bargaining unit member's accrued annual leave at the time of their death will be paid to the member's beneficiary, surviving spouse, or estate, as determined by law or by the executed forms in the member's personnel file.

## ARTICLE 17

### OFF DUTY DETAILS

Beginning May 1, 2019, bargaining unit members working off-duty details will be paid through the City's payroll system. The hourly rate to be paid to Bargaining unit members will be \$40.00 per hour for regular hours and \$50.00 per hour for working on holidays recognized by the City. Deductions for required federal and state taxes will be withheld.

Management reserves the right to establish the rate charged to the private sector organization, which shall include an administrative fee and any other associated costs that are required to ensure compliance with Florida State statute barring public agencies from subsidizing a private sector organization. Such costs shall include the expense of providing Workers Compensation and General Liability insurance to Bargaining unit members performing an off-duty detail. Management also reserves the right to require agreements to be executed between the City and the private sector organization preserving the City's sovereign immunity and indemnifying the City for liability claims.

Compensation received for working Off Duty Details shall not be considered pensionable under Article 14 of this Agreement. Hours worked on Off Duty Details shall not be included when calculating overtime pay.

## ARTICLE 18

### PROBATIONARY PERIODS & PERFORMANCE EVALUATIONS

Section 1: All 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 from the date-of-hire until one (1) year after the successful completion of the F.T.O. program. Probation may be extended up to a maximum of 90 days at the discretion of the Chief of Police or designee. Written notice shall be provided to the bargaining unit member and the Association prior to the expiration of the initial probationary period.

Section 2: All Bargaining unit members will be evaluated on their job performance only and shall not be expected to meet performance standards that are not part of the requirements of their position.

Section3: A bargaining unit member who is failing to meet performance standards will be notified by their supervisor of the area(s) to be corrected and be allotted reasonable time to correct same.

Section 4: Bargaining unit members who do not meet all performance standards may request a review of the evaluation by a Police Department official of the next rank above the reviewer. The evaluation may be modified by this reviewer or by a higher Police Department authority.

Section 5: A bargaining unit member who fails to meet standards on their annual evaluation and is denied a merit increase has the right to grieve this action, pursuant to the grievance procedures contained in this Agreement.

Section 6: The parties agree to establish a joint committee comprised of the Chief of Police or designee, the Human Resources Director or designee, and two members of the Association to discuss the current performance evaluation system and forms and to make recommendations to modify both. Any recommended changes must be approved through an MOU signed by both parties.



## ARTICLE 19

### PROMOTION

Section 1: All bargaining unit members with three (3) years' experience as sworn officers with the Port St. Lucie Police Department, and five (5) years aggregate experience as a sworn police officer, as of the date of the examination (not including military experience), shall be eligible for promotion to Sergeant. The three (3) years' experience with the Port St. Lucie Police Department must be immediately prior to the date of examination.

Section 2: Promotion shall be on a competitive basis. Only those candidates who achieve a score ranking in the top one-third of all candidates shall be eligible for promotion. The date and criteria for promotion shall be posted a minimum of ninety (90) days prior to the examination date, with each promotional process to be administered by the Human Resources Department, formatted and scored, as follows:

**Phase 1 – Written Examination**, possible 50 points for a score of 100% (0.5% points per question).

**Phase 2 – Assessment Center**, possible 50 points (Supervisory Exercise and an Operational Exercise). The assessment process will consist of two (2) parts: A supervisory exercise with a written component that is designed to assess skills and abilities as related to the administrative leadership role of a Sergeant; and an operational exercise that is designed to assess skills and abilities as related to the operational leadership role of a Sergeant.

**Phase 3- Career Evaluation**, (maximum 50 points) which shall include:

- a. Veterans Preference (5/10/15 points): As provided in Section 295.09, Reinstatement or reemployment; promotion preference, Florida State Statutes (2020).
- b. Education – Associate's Degree (Five (5) points); Bachelor's Degree (Ten (10) points); Master's Degree (Fifteen (15) points). Points awarded for only one degree based on the highest degree earned. The maximum award is 15 points.
- c. FDLE Accredited Training – One (1) point for every eighty (80) hours of training (maximum of fifteen (15) points).
- d. Agency Seniority – One-half (½) point per year with agency (maximum of five (5) points); and
- e. Disciplinary History – One (1) point deduction for each day suspended within prior two (2) years.

Section 3: The Association may have one (1) proctor present during any part of the examination process. The proctor shall act as an observer and may not interfere with the examination(s).

Section 4: All scores shall remain confidential until the examination process is concluded.

Section 5: Upon completion of the examination(s) portion of any promotional process, the Human Resources Department shall generate and certify a promotional register listing each candidate from the highest aggregate score to the lowest aggregate score, identifying all points earned by each candidate in each phase of the examination process. The Human Resources Department will then provide the certified register to the Chief who shall post it on the Police Department briefing room's bulletin board. The last four digits of the candidate's social security number shall be used for identification purposes. Tie scores shall be resolved on the basis of seniority; bargaining unit members with greater seniority will be ranked ahead of bargaining unit members with lesser seniority.

The certified register shall be provided to the Chief of Police with each candidate identified by name. The career evaluation of the promotional process will be completed, tabulated with the examination(s) portion, and a final ranked list will be produced by the Chief of Police or designee.

The Chief of Police shall select from among the candidates on the certified register, by utilizing his discretion to choose from the five (5) highest ranked candidates for each vacant position into which a candidate is to be promoted (Rule of Five). Once a candidate is selected from the pool, the next highest ranked candidate will move up from the list into the top five.

If there are two (2) or more vacant positions during the validity of an existing promotional register, the Chief shall first select one (1) candidate from amongst the top five (5) candidates, who shall first be promoted and be the recipient of seniority of the most recently promoted individuals. The Chief shall next select as many candidates as may be necessary to fill all vacant positions that he desires to fill, by following the same process by his consideration of, and selection of one (1) of the five (5) highest candidates then remaining on the register, until such time as the Chief has filled all vacant positions.

Section 6: The City of Port St. Lucie reserves the right to set all standards for promotion including criteria, implementation, and administration of all questions and materials used during promotion examinations.

Section 7: All other considerations for promotion shall be in compliance with the City's Personnel Rules and Regulations, the City Charter, and the City Code of Ordinances.

Section 8: The results of all promotional examinations shall be valid for eighteen (18) months from the date of certification.

Section 9: Any Police Officer promoted to Sergeant shall be brought to the current Step 1, as outlined in the Sergeants collective bargaining agreement. Those Police Officers already earning more than the current Step 1 amount shall have their wages frozen until their wages fall below the Step 1 amount.

## ARTICLE 20

### SENIORITY

Section 1: Seniority is computed from the date the bargaining unit member is sworn in as a Police Officer with the Port St. Lucie Police Department. When bargaining unit members are sworn in on the same date, seniority will then be computed by the members' last name. In the event that a bargaining unit member terminates employment as a Police Officer, that bargaining unit member's seniority will terminate. However, seniority shall accumulate during leaves of absence due to injury, illness, vacation, military or any other leave authorized and approved by the City. Any bargaining unit member who elects to take an authorized leave of absence for up to 180 days shall maintain their seniority.

Section 2: Vacation periods for each calendar year shall be drawn by bargaining unit members on the basis of seniority. When conflicts arise in scheduling vacation leaves, the bargaining unit member with the greatest seniority shall be given first consideration.

Section 3: Whenever bargaining unit members are provided choices regarding schedules and assignments and two (2) or more bargaining unit members make the same request, the bargaining unit member with the greatest seniority shall prevail.

Section 4: A Sergeant who is demoted to the rank of Police Officer shall be reinstated to their original seniority date held as a Police Officer with the Port St. Lucie Police Department.

## ARTICLE 21

### SAFETY

Section 1: The City will make reasonable efforts to provide bargaining unit members with a safe working environment. However, both the City and the Association recognize the inherent dangers associated with law enforcement.

Section 2: Any established City Safety Committee shall request the participation of an Association Representative.

Section 3: Said City Safety Committee shall not have the jurisdiction to review any accidents involving a Code 3, swift response and/or hot pursuit.

Nothing shall preclude the Chief of Police, or designee, from conducting accident investigations.

Section 4: No bargaining unit member shall be required to work more than twelve (12) consecutive hours, unless agreed to by the bargaining unit member, or shall volunteer for additional overtime hours, if either results in the bargaining unit member not receiving eight (8) hours of off-duty time, except during a declared civil emergency. It shall be the responsibility of the bargaining unit member to inform their supervisor of any required training and/or court appearances, or shift, that are scheduled within eight (8) hours of the completion of any shift.

Section 5: No bargaining unit member shall be permitted to work more than two (2) shifts, including off-duty details, in a twenty-four (24) hour period without the approval of a Lieutenant or above, except in a civil emergency or exigent circumstances.

## ARTICLE 22

### LABOR MANAGEMENT COMMITTEE

The Chief will meet quarterly with representatives of the Association to discuss issues related to employee relations in the administration of the Agreement and to explore ideas for improvement in the performance of the department. Time used for this purpose shall be considered as duty time and shall not be charged to a bargaining unit member's leave time.

## ARTICLE 23

### INTERNAL INVESTIGATIONS

Section 1: 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 fully investigate these allegations, the City agrees that it shall follow Section 112, Part VI (112.531-112.535) Florida Statutes, including any amendments thereto.

Section 2: The City further agrees to furnish the bargaining unit members with a copy of Section 112, Part VI (112.531-112.535) Florida Statutes and during the period of F.T.O. training establish instruction on the Police Officers Bill of Rights.

## ARTICLE 24

### LAYOFF AND RECALL

Section 1: Bargaining unit members shall be subject to reduction-in-force and recall on the basis of seniority as a Police Officer with the Port St. Lucie Police Department.

Section 2: Bargaining unit members, subject to a reduction- in-force may be offered, if qualified, other positions in the Police Department or in the City in lieu of a reduction-in-force and shall have their salary adjusted to the existing range of the position. For the purpose of recall, a bargaining unit member who accepts a position in another City division or department, shall only have recall rights for the time in the classification held prior to the reduction-in-force.

Section 3: Bargaining unit members affected by a reduction-in- force shall be offered re-employment with the Police Department according to their seniority in their classification prior to a reduction-in-force.

Section 4: All bargaining unit members shall be placed on a seniority list according to the number of consecutive years' service with the Police Department as a sworn officer, pursuant to Article 17.

Section 5: Any bargaining unit member who refuses a recall for any reason will have their name stricken from said list and will have no further right to recall.

Section 6: For the purposes of layoff and recall only, as of the effective date of the layoff or recall, bargaining unit employees who are considered disabled veterans, as defined by state law, shall have their seniority increased by 10% of their length of service with the City. Bargaining unit employees who are considered non-disabled veterans, pursuant to state law, shall have their seniority increased by 5% of their length of service with the City.

## ARTICLE 25

### DISCIPLINE

Section 1: A classified, non-probationary bargaining unit member may not be disciplined or discharged without just cause. A bargaining unit member may have a reasonable number of representative(s) present during any disciplinary investigation.

A bargaining unit member may elect such representation during such disciplinary investigation or meeting when the subject of the meeting or investigation involves alleged misconduct, or when the suspension or dismissal of the bargaining unit member is being considered. The purpose of the disciplinary meeting or investigation shall be explained to the bargaining unit member at the beginning of the meeting or investigation, pursuant to Florida Statute.

Section 2: During probation, the bargaining unit member can be disciplined or discharged. The discharge of probationary bargaining unit members shall not be subject to the grievance or arbitration procedures of this Agreement, nor the City's Personnel Rules and Regulations. This section does not imply that after the completion of any required probationary period classified, non-probationary bargaining unit members cannot be disciplined or discharged. However, only classified, non-probationary bargaining unit members shall have a right to file grievances or appeals concerning discipline or discharge pursuant to this Agreement or the City's Personnel Rules and Regulations. Probation shall be from the date-of-hire until one (1) year after the successful completion of the F.T.O. Program.

Section 3: Types of Disciplinary Actions:

- Written reprimand
- Suspension without pay (Note: forfeiture of up to eighty (80) hours of accrued vacation leave and/or compensatory time may be substituted upon mutual agreement of the parties.)
- Dismissal
- Demotion

Section 4: All non-probationary bargaining unit members shall have the right to sign and respond to all disciplinary actions. Responses to disciplinary actions shall be placed in the bargaining unit member's personnel file. Regular, classified bargaining unit members who have been placed on disciplinary probation retain all rights contained in this article.

Section 5: Written Reprimands will be considered expired if the bargaining unit member is not disciplined prior to the completion of the second annual evaluation subsequent to the reprimand.

Section 6: Terminations, written reprimands and suspensions without pay shall become effective ten (10) days after the notice of discipline has been issued, unless the bargaining unit member is participating in the Corrective Diversion Process (Appendix "C"). Should the bargaining unit member elect to grieve a suspension without pay or written reprimand, the suspension or written reprimand shall be imposed upon the determination of the City Manager, or designee, upholding the suspension or



written reprimand at Step III.

Section 7: Prior to the effective date of discipline the bargaining unit member may request a name clearing hearing. If requested, such hearing shall be held within five (5) working days of the request. A response shall follow within five (5) days of the hearing.

Section 8: A voluntary alternative disciplinary process, referenced above as the Corrective Diversion Process (CDP), may be extended to bargaining unit members who meet established criteria. Appendix (“C”) outlines the terms and conditions of the CDP.

## ARTICLE 26

### GRIEVANCE PROCEDURE

The purpose of this procedure is to settle, at the lowest supervisory level, disputes or disagreements between the City and the employees. An employee's complaint 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 or the application of specific provisions of this Agreement.

The grievance procedure set forth in either this Agreement or the City's Personnel Rules and Regulations shall be the exclusive remedy for employees to resolve any dispute(s) concerning the terms and conditions of their employment. An employee shall, upon submission of a grievance at Step I, disclose in writing which grievance procedure they are pursuing. Under no circumstances shall the employee or Association be permitted to change the grievance procedure under which the initial grievance was filed, or to file the same grievance under both procedures, or to file the same grievance utilizing a second grievance procedure.

If an employee decides not to be represented by the Association, any adjustment of the grievance shall be consistent with the terms of this Agreement. The Association shall be provided with notice to all grievance meetings.

When an employee has elected Association representation, the employee and the Representative shall be notified of any scheduled Step 1 meetings. Further, any written communication concerning the grievance, or its resolution shall be sent to the employee and the Association.

As used in this article, the term "employee" shall also mean a group of employees having the same grievance. In such event, the Association representative shall be designated to act as spokesperson and be responsible for processing this grievance. The Association will not process a grievance on behalf of an employee without that employee's consent.

The term "days" as used in this article shall mean calendar days.

#### Section 2: Grievance Procedures

Grievances shall be presented and adjusted in the following manner:

2.1: It is agreed and understood that there shall be a procedure for the resolution of grievances between the parties and that such procedure shall cover grievances involving the application or interpretation of this Agreement.

2.2: Every effort will be made by the parties to settle any grievances as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits

as set forth in the steps of this article, their grievance shall be considered conclusively abandoned. 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.

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

2.3: Grievances shall be presented in writing on a prescribed form (Appendix “D”) in the following manner:

Step I: The employee shall first present their grievance in writing to their Division commander within fifteen (15) days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee became knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other compensated leave, the fifteen (15) days period shall commence running immediately upon the employee's return from such compensated leave. The Division commander shall within twelve (12) days render their decision. A copy of the decision will be sent to the Association. The above-mentioned time frames may be extended in writing by mutual agreement.

Step II: (a) Any grievance not satisfactorily settled at Step I will be taken up with the Chief of Police, or designee, within twelve (12) days from the date the Division commander has rendered their decision. This grievance shall be in writing and a copy of the original written grievance must be attached. The Chief, or designee, shall within twelve (12) days render their decision. A copy of the decision will be sent to the Association. The above-mentioned time frames may be extended in writing by mutual agreement.

Step II: (b) Where a grievance is general in nature, in that it applies to a number of employees, rather than a single employee, or if the grievance is directly between the Employee Organization and the City, such grievance shall be presented by the Association's representative in writing directly to the Chief of Police, within twelve (12) working days of the Association's representative becoming knowledgeable of the occurrence of the event(s) which gave rise to the grievance. Any such grievance shall be limited to the express term of this Agreement. For purposes of this section the Association's representative is the executive director of the Association or any of the representatives designated by the Association pursuant to Article 5, Section 3 of this Agreement.

Step III: Any grievance not settled at Step II will be taken up with the City Manager, or designee, within twelve (12) days from the date the Chief of Police, or designee, has rendered a written decision. The designee selected by the City Manager shall not be a police department employee. The City Manager, or designee, shall, within twelve (12) days after receipt of the grievance, meet with the bargaining unit member(s) and their representative. The City Manager, or designee, shall within twenty (20) days of that meeting render a decision in writing. A copy of the decision will be sent to the Association. The above-mentioned time frames may be extended by mutual agreement, in writing.

It shall be the responsibility of the employee or Association to present the written grievance at each step. If the grievance is not brought to the next step by the employee within the stated time limits, the grievance shall be considered conclusively abandoned.

## ARTICLE 27

### ARBITRATION

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

In the event a grievance processed through the grievance procedure has not been resolved in Step III, the Association or the grievant, if not represented by the Association, may request that the grievance be submitted to arbitration within twenty (20) calendar days after the City Manager, or designee, renders a written decision on the grievance. The Association or the grievant, if not represented by the Association, shall request that the Federal Mediation and Conciliation Services (FMCS) provide a panel of seven (7) names. A copy of the request to the FMCS shall be simultaneously provided to the City. The request to the FMCS must be submitted within twenty (20) calendar days of the Step III grievance determination by the City Manager or designee. The holiday season moratorium outlined in Article 22, Section 2.2 shall also apply to the aforementioned deadlines.

From the panel of seven names, the Association or the grievant, if not represented by the Association, shall strike first. The next five names shall be stricken in alternating fashion, leaving the seventh (7th) name, which will give a neutral or impartial arbitrator. In lieu of striking names, the parties may mutually agree to an arbitrator from the list of seven (7) names provided by the Federal Mediation and Conciliation Service. This process shall be completed within fifteen (15) calendar days of receipt of the panel.

In the event a dispute exists with respect to the arbitrability of the grievance submitted to arbitration, the City and the Association or the grievant, if not represented by the Association, agree to request from the FMCS a second panel of seven (7) names within the aforementioned twenty (20) day period. Using the striking procedure detailed herein, the parties agree to select an arbitrator within five (5) calendar days of receipt of the panel. The parties agree that the matter of arbitrability be submitted to the arbitrator, and that it be heard and resolved by the arbitrator within forty-five (45) calendar days, if possible.

#### Section 2: Procedures

2.1: The City and the Association or the grievant, if not represented by the Association, 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 at least 20 calendar days prior to the arbitration hearing. The arbitrator, thereafter, shall confine their 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 accept service of witness subpoenas. The arbitrator will confine their consideration and determination to the written statement of the grievance presented in Step III of the grievance procedure. The arbitrator shall fashion an appropriate remedy for violations of the provisions contained in this Agreement.

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 a 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 National Rules for the Resolution of Employment Disputes promulgated by the American Arbitration Association.

2.2: Each party shall bear the expense of its own witness and of its own representatives for purpose of the arbitration hearing. The City shall provide a room for the purpose of conducting the arbitration hearing. The impartial arbitrator's fees and related expenses shall be shared equally by the parties which include the City and the Association, or the grievant, if not represented by the Association. Any party desiring a transcript of the hearing shall bear the cost of such transcript.

2.3: Copies of the arbitrator's award shall be furnished to both parties within forty-five (45) calendar days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

2.4: The arbitrator's award may (or may not) be retroactive as the equities of the matter may require, but an award shall not be retroactive to a period earlier than 180 days before the date the underlying grievance was filed or the date upon which the collective bargaining agreement was made effective, whichever is earlier. This limitation as to the retroactive period shall not apply to disputes based solely upon the inadvertent underpayment or overpayment of wages and/or benefits.

## ARTICLE 28

### SAVINGS CLAUSE

If any article, portion, provision, term or condition or section 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, portions, provisions, terms or conditions and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to meet within thirty (30) days thereafter after each party receives actual written notice of the invalidity, illegality or unenforceability of the article, portion, provision, term or condition or section of this Agreement to bargain, if necessary, concerning that the article, portion, provision, term or condition or section found to be invalid, illegal or unenforceable. The failure to reach any agreement shall have no effect on the other articles, portions, provisions, terms or condition or sections of this Agreement that shall remain in full force and effect for the duration of this Agreement.

## ARTICLE 29

### SERVICE TO THE ASSOCIATION

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

- A. Current Final Budget
- B. Current Personnel Rules and Regulations
- C. Current Police Procedures Manual
- D. Current Safety Manual
- E. Current City Substance Abuse Policy
- F. Current Education and Tuition Reimbursement Policy
- G. Current Comprehensive Emergency Operations Plan



ARTICLE 30

DURATION

Section 1: All Articles contained in this Agreement shall continue in full force and unchanged, for a time period of three (3) years, October 1, 2021 through September 30, 2024.

Section 2: Prior to March 1, 2024, but no earlier than January 1, 2024, either party may notify the other of its intent to negotiate a successor Agreement. Should either party give notice via Certified Mail of its desire to negotiate a successor Agreement, the parties shall commence bargaining on or before April 1, 2024.

Section 3: In the event that neither party submits a written request to negotiate a successor agreement by March 1, 2024, this agreement shall remain in effect for an additional one (1) year.

**PORT ST. LUCIE POLICE OFFICERS ASSOCIATION, LOCAL 6015, INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO:**

\_\_\_\_\_  
SCOTT JOHNSON, PRESIDENT,  
LOCAL 6015

\_\_\_\_\_  
DATE

\_\_\_\_\_  
JOSEPH BYRNE, SR. VICE PRESIDENT,  
LOCAL 6015

\_\_\_\_\_  
DATE

\_\_\_\_\_  
RICHARD M. WEINER,  
ASSOCIATION ATTORNEY

\_\_\_\_\_  
DATE

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

\_\_\_\_\_  
RUSS BLACKBURN, CITY MANAGER

\_\_\_\_\_  
DATE

**CITY'S NEGOTIATING TEAM:**

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KRISTINA CIUPERGER  
DEPUTY CITY MANAGER

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DATE

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NATALIE CABRERA  
DIRECTOR, HUMAN RESOURCES

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DATE

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WILLIAM VEGA  
ASST. CHIEF of POLICE

---

DATE

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KIMBERLY A. SALA  
LABOR RELATIONS AND BENEFITS DIV. ADMINISTRATOR

---

DATE

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MILTON COLLINS  
ATTORNEY FOR THE CITY

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DATE

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