

COLLECTIVE BARGAINING AGREEMENT
BETWEEN
CITY OF PORT ST. LUCIE
AND
INTERNATIONAL UNION OF POLICE ASSOCIATION (IUPA)
SERGEANTS

EFFECTIVE OCTOBER 1, 2018 THROUGH SEPTEMBER 30, 2021

Ratified by Bargaining Unit: February 20, 2019

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RECOGNITION

The City hereby recognizes The International Union of Police Associations, as the exclusive bargaining representative for all matters affecting wages, and terms and conditions of employment as provided in Chapter 447.309 (1), Florida Statutes, for those employees in the unit certified by the Public Employees Relations Commission, Certification # 1871.

ARTICLE 1

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 Association 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 shall 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 withdraw his membership in the Association upon thirty (30)-days written notice to the Association and the Human Resources Department.

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 will be collected only for the

recognized bargaining agent. Dues shall be remitted monthly along with a list containing the name and the amount deducted, of the bargaining unit members for whom remittance is made.

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, sexual orientation, gender identity, national origin, age, disability, 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

ASSOCIATION BUSINESS

Section 1: Association Time Bank

- A. Each bargaining unit member may voluntarily contribute up to five (5) hours of annual leave to the Association Time Bank on an annual basis.
- B. A bargaining unit member who wishes to donate said up to five (5) hours of 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 his designee shall submit all requests for the use of the Association Time Bank to the Police Chief or his 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 a 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 his designee and Association President or his 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 Human Resources Director.

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 his/her 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 his/her 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 his/her 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 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 his 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 REPRESENTATION AND ACTIVITIES

Section 1: The City agrees that during the term of this Agreement 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 in writing of the names of such authorized representatives as of the execution of this Agreement and replacement(s) thereof during the term of this Agreement.

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

Section 3: Neither Association representatives nor bargaining unit employees shall leave their posts or work stations 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. Permission will not be unreasonably withheld.

Any non-employee IUPA representative or employee representative who finds it necessary to contact any on-duty bargaining unit member for the purpose of conducting business authorized by this Agreement shall obtain approval from a non-bargaining unit supervisor. 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 non-bargaining unit supervisor is not readily available, then approval from any on-duty supervisor will suffice.

Section 4: The City agrees to pay up to three (3) representatives to attend mutually scheduled negotiation sessions during their normally scheduled City business hours. Up to two (2) representatives shall be permitted to attend mutually scheduled labor/management meetings, grievance meetings, and arbitrations specific to the bargaining unit, without any loss of regular pay.

Section 5: Association representatives scheduled to work on the day a negotiation session is held may request to flex his 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) hours 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 his shift. In emergency scenarios, approval of the aforementioned requests may be denied by the Bureau Chief.

ARTICLE 6

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: All 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 21, Arbitration Procedures, without representation of the Association. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other management representative without the intervention of the Association, provided that the immediate supervisor or other management representative agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

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, at the grievant's request.

Section 4: The City shall not unilaterally alter established past practices with respect to wages, hours, terms and conditions of employment, except as otherwise permitted by law.

Section 5: The Police Department shall maintain a policy of AVL/GPS 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 7

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 and Chapter 447, Florida Statutes. This Agreement shall be so construed that there shall be no interference with such rights as provided in this Agreement.

Section 2: Prior Rights

Prior to the time when the Association became the representative of the employees 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 on the part of the Association or any of its representatives.

Except as expressly limited by a specific provision of this Agreement, 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 job or employees, to determine the assignment of work, and to schedule the hours and days to be worked on each job and each shift, 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, except as expressly limited by a specific provision of this Agreement;
- (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 workloads, 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;
- (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: 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, severe weather 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 8 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:

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

Bargaining unit members who are normally scheduled for ten (10) hour shifts will accrue annual leave at an accelerated rate, capping their annual amounts over a period of twenty one (21) pay periods per year.

Bargaining unit members who are normally scheduled for eight (8) hour shifts will accrue annual leave hours at the normal rate, capping their annual amounts over a period of twenty six (26) pay periods per year.

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 two hundred forty (240). The maximum amount of hours that may be paid out upon separation from employment with the City is two hundred forty (240) hours. Bargaining unit members are eligible to use accrued annual leave after completing six (6) consecutive months of employment. A member will be charged the 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 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 his 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 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 his 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 his/her 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 9

DAYS AND HOURS

Section 1: All bargaining unit members are considered non-exempt as defined by the Fair Labor Standards Act and are eligible for overtime.

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

Section 3: The work week shall consist of five (5) days within a seven (7) day period beginning on Saturday (12:01 am) and ending on the following Friday (midnight. During this Agreement, the workweek shall consist of either five-(5) eight-(8) hour days, or four-(4) ten-(10) hour days. The shifts for the patrol division are set forth below. 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. Staffing for other shifts will be through a bid process. Positions unfilled by the bid process will be assigned by seniority. 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 consist of the following shifts and workdays:

Shifts

7:00 a.m. – 5:00 p.m.

3:00 p.m. – 1:00 a.m.

10:00 p.m. – 8:00 a.m.

Work Days

Squad A: Sunday, Monday, Tuesday, Wednesday

Squad B: Wednesday, Thursday, Friday, Saturday

The 4-10 schedules shall be assigned by seniority bidding for all bargaining unit members. Seniority shall be as defined in Article 15. Bidding shall occur bi-annually during the months of October and April. Each bargaining unit member shall be allotted 24 hours to make his/her shift selection. Obviously, exigent circumstances may apply, which would waive the 24-hour selection requirement.

Employees bid for both shift and team, provided that the City reserves the right to assign an

employee to another team on a shift at the time of the bidding process for a legitimate reason. Reasons may include, but are not necessarily limited to: transfer requests, anti-nepotism measures and demonstrable personality conflicts. In the event that reassignment during the course of a bid period is required, the employee shall fill existing vacant slots. The City retains the right to move an employee to a different team for good cause, with advance notice to the affected employee(s). Unless it is not possible, the reassignment should be to the same shift.

Annual leave, holiday pay and sick leave are provided as shift-based benefits and, therefore, the expenditure of said leaves shall be calculated on an equivalent hourly basis. Therefore, employees who are assigned to work a ten (10) hour shift will receive, or shall utilize, ten (10) hours of annual leave, holiday pay and sick leave accordingly.

Further, the City and Association agree that employees may 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 4: Bargaining unit members shall be paid for a minimum of three (3) hours when required to appear in Court, state attorney hearings, responding to any court related hearing, or attend any City and/or department-mandated meeting or activity during their scheduled off-duty hours. All bargaining unit members shall be paid a minimum of one (1) hour 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 5: Bargaining unit members shall receive two (2) hours compensation, plus all time worked, when required to return to work after the expiration of their shift. Bargaining unit members shall not receive call-back pay when they are required to remain on duty.

Section 6: Call-backs are defined as when the bargaining unit member is required to return to work after the completion of his shift, while off-duty, on vacation, or on personal leave. Prior notification (minimum 24 hours' notice) of mandatory overtime shall negate the payment of call-back hours.

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 his stand by duty.

Section 8: On-call status is defined as when a bargaining unit member is scheduled for a period of time (e.g., one week) to be available to respond to calls after the end of his shift. The bargaining unit member will be paid one and one half (1.5) hour's additional regular compensation per day for on-call status. The bargaining unit member shall be physically fit for duty twenty-four (24) hours per day during his on-call status 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 9: 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 10: All Bargaining unit members shall accrue two (2) compensated personal leave days per calendar year without deduction from any other accrued leave benefit. Bargaining unit members assigned to a 4-10 schedule shall receive 20 hours of personal leave time and those assigned a 5-8 schedule shall receive 16 hours of personal leave time. Paid personal leave days shall not be accrued from year to year.

Section 11: Compensatory Time. All bargaining unit members will be eligible to accrue a maximum of seventy (70) hours compensatory 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 seventy (70) hours of accrued compensatory time.

Requests for use of compensatory time will be submitted to the appropriate Lieutenant 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 will be charged in one (1) hour minimum increments. No more than two (2) bargaining unit members per shift will be off on compensatory time. When multiple requests are submitted, seniority will apply. If insufficient bargaining unit members are available to fill the required shift positions, the Lieutenant will meet with their district commander 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. The District Lieutenant will make this decision.

Section 12: 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

All bargaining unit members shall receive holiday pay at their regular rate of pay. If a bargaining unit member is required to work either on the actual holiday as listed above, or the date on which it is observed by the City, he shall be paid at the rate of time and one-half (1.5X) his regular rate for all hours worked, plus the normal holiday compensation, for one holiday [but not both]. Bargaining unit members may elect to receive straight time for all hours worked and accrue twelve (12) hours of compensatory time as their holiday pay, subject to the provisions of Section 11, above.

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.

Section 13: Other provisions, if any, regarding days and hours, not in express conflict with this article, shall be governed by the City's Personnel Rules and Regulations.

Section 14: Employees shall be granted a maximum of up to forty (40) hours Bereavement Leave in any twelve-month period, for and around the time of deaths in their immediate family, without charge to any other accrued leave time. Immediate Family includes: spouse, children, parent, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepchildren, aunt, uncle, or legal

guardian. Proof of death, as well as proof of familial relationship, is required to receive bereavement leave credit. In the event sufficient proof is not submitted, annual leave shall be charged.

In rare instances, bereavement leave for non-family members may be granted at the sole discretion of the Chief of Police.

Section 15: Bargaining unit member shall be compensated when subpoenaed to Court as a juror or a witness in non-City related matter. In order to receive compensation, a copy of the subpoena must be presented by the member to his immediate supervisor. Any remuneration paid by the Court, except for mileage (unless mileage was attributed to a City vehicle), shall be turned over to the City.

Section 16: Unpaid personal leave may be granted for reasons not covered under FMLA. The Chief of Police may reject or limit requests for Unpaid Personal Leave. No Unpaid Personal Leave shall be granted beyond 180 days in any twelve-month period, without the approval of the Chief of Police and City Manager.

Section 17: The City Manager or Chief of Police may place a bargaining unit employee on administrative leave for an arrest charging a violation of Florida or federal criminal law involving egregious conduct. Administrative leave shall be limited to 180 days and may be paid or unpaid. Employees placed on unpaid administrative leave may use accrued vacation or compensatory leave benefits.

Section 18: All bargaining unit members called to active military duty or to military training exercises under Chapter 115, Florida Statutes, shall be paid their salary for the first 30 days of such service or 240 working hours in any one annual period, respectively.

If the employee's military leave extends beyond the applicable periods detailed above, the bargaining unit member shall be paid the difference between the member's military wages and City wages such that he receives the equivalent of his base salary.

ARTICLE 10

FITNESS FOR DUTY

Section 1: All bargaining unit members shall be physically fit for duty twenty-four (24) hours per day during those calendar days scheduled to work or 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 fail to report for duty for three (3) consecutive days for medical reasons may be required to submit a written excuse from a physician prior to their return to duty.

Section 4: All absences by bargaining unit members shall be documented by supervisors 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.

I - EXAMINATION AND 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. 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.

Any bargaining unit member assigned to the Special Investigations Division or to any unit whose primary responsibilities include narcotics investigation or suppression, or any unit responsible for the storage of narcotics either as evidence or as a training aid where the bargaining unit member has access to those narcotics shall submit to testing on a random basis annually. A scientifically valid and impartial random selection procedure shall be developed and implemented by the City.

II - DRUGS AND CONTROLLED SUBSTANCES TESTING POLICIES AND PROCEDURES

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

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

III - 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 11

WAGES

Section 1: All wage increases shall be based solely on merit. Bargaining unit members shall receive a written evaluation at the time of their anniversary date of employment or promotion. Only those bargaining unit members who receive an evaluation that meets or exceeds standards shall be eligible to receive a merit increase. Performance that does not meet standards must be discussed with the bargaining unit member as soon as practicable after the performance issue is identified, prior to the annual evaluation.

Section 2:

A. The new STEP pay schedule for the position of Sergeant detailed below will be effective as follows:

		YEAR 1	YEAR 2	YEAR 3
Step	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021
1	77,848.00	78,848.00	82,286.00	84,260.86
2	80,286.00	81,286.00	84,724.00	86,757.38
3	82,724.00	83,724.00	87,162.00	89,253.88
4	85,162.00	86,162.00	89,600.00	91,750.40
5	87,600.00	88,600.00	92,038.00	94,246.91
6	90,038.00	91,038.00		

FY 2018-2019

In Year One (1) of this agreement:

All bargaining unit members will move to the same step with a new base rate of pay effective 10/1/18.

All bargaining unit members will advance one step on their anniversary date.

All bargaining unit members at the top Step will receive longevity pay on their anniversary date in the amount of \$2,400.

FY 2019-2020

In Year Two (2) of this agreement:

Steps condense from 6 to 5.

All bargaining unit members will move to the same step with a new base rate of pay effective 10/1/19. Those in Steps 5 and 6 will go to the new Step 5 effective 10/1/19 and receive longevity pay on their anniversary in the amount of \$2,400 dollars.

All bargaining unit members shall advance one step on their anniversary date.

All bargaining unit members at the top Step will receive longevity pay on their anniversary date in the amount of \$2,400 dollars.

FY 2020-2021

In Year Three (3) of this Agreement, all bargaining unit members will move to the same Step with a new base rate of pay upon their anniversary.

No bargaining unit member will receive longevity pay.

Section 3: Increases are contingent upon the bargaining unit member receiving an overall rating of "Met Standards" or "Exceeded Standards" on his annual evaluation. If the bargaining unit member receives an overall rating of "Failed to Meet Standards," he shall not receive a step increase at the time of his evaluation. 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" or "Exceeded Standards", he will receive his step increase, effective the date of the re-evaluation. If the member's evaluation is not completed within ninety (90) days after their anniversary/classification date at no fault of the officer, the member shall automatically receive their merit increase.

Section 4: All annual salaries shall be computed on a forty (40) hour workweek (2,080 annually), and be paid bi-weekly.

Section 5: Computation of Overtime. Bargaining unit members are non-exempt employees, pursuant to the Fair Labor Standards Act. Therefore, they will receive overtime wages at one and one-half (1 ½) times their regular rate of pay for all hours worked over forty (40) during a seven (7) day work week, defined as Saturday 12:01 a.m. through Friday, midnight. Pursuant to Article 7, Section 11, bargaining unit members may accrue up to seventy (70) hours compensatory time.

Section 6: Assignment to Investigative Unit. All bargaining unit members who are not on modified duty, while assigned full time to the Criminal Investigations Division, Special Investigations Division (S.I.D.), or the Internal Affairs Sergeant shall receive an additional two-dollar (\$2.00) per hour compensation. Those assigned to the Professional Standards Division with the exception of the Internal Affairs Sergeant shall receive an additional one-dollar (\$1.00) per hour compensation.

Section 7 Assignment to Specialty Units: All bargaining unit members who are assigned to Traffic Homicide Investigations, (T.H.I.), S.W.A.T., Crisis Negotiations Team (C.N.T.), U.C.I., and K-9, shall receive an additional one (\$1.00) per hour of compensation. To qualify for the incentive, members must be currently assigned to the unit. Effective in Year One (1) of this agreement, the S.W.A.T. Commander shall receive an additional two-dollar (\$2.00) per hour compensation. Effective in Year Two (2) of this agreement, bargaining unit members assigned to Traffic Homicide Investigations shall receive an additional one dollar (\$1.00) per hour of compensation.

Section 7:1 Assignment to Ancillary Duties: All bargaining unit members who are assigned as supervisors and perform the duties of the Awards Committee, Honor Guard, or Marine Unit shall receive an additional one and one quarter (1.25) hours of compensation for each day they are acting in said capacity.

Section 7:2 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. All bargaining unit members assigned to the entire third 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 his bi-annual seniority bid, as well as whenever:

- A. A bargaining unit member is ordered to fill a vacancy on the first or third shift on any particular workday;
- B. A bargaining unit member is approved to voluntarily fill a vacancy on the first or third shift on any particular work day;
- C. A bargaining unit member is held over to fill a vacancy on the first or third shift

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).

Section 8: Assignment to FTO Program. All bargaining unit members working a 4-10 schedule who are assigned as Supervisors to Field Training Officers (FTO) shall receive an additional 1.25 hours of compensation for each day that they are acting in the capacity of a FTO Supervisor. To qualify for the incentive, the appointed FTO Supervisor must be acting in the

capacity of a supervisor over a newly hired FTO, or must be acting as a FT Sergeant for a newly promoted bargaining unit member in the FTS program. 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).

Assignment to Shift Commander. All bargaining unit members who are assigned as Shift

Commanders shall receive an additional one (1) hour of compensation for each day that they are acting in said capacity. To qualify for the incentive, the Shift Commander must be assigned to the position on a full-time basis. The duties of the Shift Commander shall be restricted to administrative scheduling only, unless otherwise directed by the Chief or his designee.

Section 9: Employees who obtain a degree as listed below, pursuant to State or nationally accredited educational or professional organizations, are granted incentive pay in accord with these provisions. 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 his designee together with proof of their degree ("submission"). Bargaining unit members whose submission and degree comport with this article will receive incentive pay per the following:

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.

Section 10: All wage increases are limited to the duration of this Article, September 30, 2021.

Section 11: Any adjustments or corrections to a bargaining unit member's wages and/or benefits shall be limited to the duration of this Article.

ARTICLE 12

BENEFITS

Section 1: The following benefits are available to bargaining unit members during the life of this Agreement:

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

* Payroll deducted benefit.

Employee and City Health Contributions and Co-payments

Effective October 1, 2018, the City and the employee shall each provide monthly dollar contributions to the Health Insurance Trust Fund for the cost of health care coverage as outlined below:

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 2018-2019

**TRADITIONAL PLAN
EMPLOYEE CONTRIBUTION MONTHLY**

Tier	%	Medical	Dental	Vision	Total
Single	9%	56.82	2.55	.51	59.88
Emp. /Sp.	17.5%	368.36	20.90	4.18	393.44
Emp. /Ch.	17.5%	227.06	11.85	2.37	241.28
Family	17.5%	419.53	21.10	4.22	444.85

**TRADITIONAL PLAN
EMPLOYER CONTRIBUTION-MONTHLY**

Tier	%	Medical	Dental	Vision	Total
Single	91%	630.41	29.10	5.82	665.33
Emp. /Sp.	82.5%	2125.71	102.10	20.42	2248.23
Emp. /Ch.	82.5%	1309.38	57.80	11.56	1378.74
Family	82.5%	2418.46	102.95	20.59	2542.00

**BASIC PLAN
EMPLOYEE CONTRIBUTION MONTHLY**

Tier	%	Medical	Dental	Vision	Total
Single	8%	44.94	2.55	.51	48.00
Emp. /Sp.	16%	300.92	20.90	4.18	326.00
Emp. /Ch.	16%	185.78	11.85	2.37	200.00
Family	16%	346.68	21.10	4.22	372.00

**BASIC PLAN
EMPLOYER CONTRIBUTION MONTHLY**

Tier	%	Medical	Dental	Vision	Total
Single	92%	565.08	29.10	5.82	600.00
Emp. /Sp.	84%	1914.98	102.10	20.42	2037.50
Emp. /Ch.	84%	1180.64	57.80	11.56	1250.00
Family	84%	2201.46	102.95	20.59	2325.00

FY 2019-2020

**TRADITIONAL PLAN
EMPLOYEE CONTRIBUTION MONTHLY**

Tier	%	Medical	Dental	Vision	Total
Single	10%	66.70	2.55	.51	69.76
Emp. /Sp.	18%	341.49	20.90	4.18	366.57
Emp. /Ch.	18%	231.39	11.85	2.37	245.61
Family	18%	443.23	21.10	4.22	468.55

**TRADITIONAL PLAN
EMPLOYER CONTRIBUTION MONTHLY**

Tier	%	Medical	Dental	Vision	Total
Single	90%	662.68	29.10	5.82	697.60
Emp. /Sp.	82%	1913.98	102.10	20.42	2036.50
Emp. /Ch.	82%	1295.14	57.80	11.56	1364.50
Family	82%	2479.52	102.95	20.59	2603.06

**BASIC PLAN
EMPLOYEE CONTRIBUTION MONTHLY**

Tier	%	Medical	Dental	Vision	Total
Single	8%	46.94	2.55	.51	50.00
Emp. /Sp.	16%	268.92	20.90	4.18	294.00
Emp. /Ch.	16%	182.78	11.85	2.37	197.00
Family	16%	357.68	21.10	4.22	383.00

**BASIC PLAN
EMPLOYER CONTRIBUTION MONTHLY**

Tier	%	Medical	Dental	Vision	Total
Single	92%	590.08	29.10	5.82	625.00
Emp. /Sp.	84%	1714.98	102.10	20.42	1837.50
Emp. /Ch.	84%	1161.89	57.80	11.56	1231.25
Family	84%	2270.21	102.95	20.59	2393.75

FY 2020-2021

**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	9089%	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
FY 2020-2021**

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

1.2: Health Insurance Rebate Program:

Since the total contributions for the health insurance plan, as identified in Section 1: above, are based on projections, and since it is to the advantage of both employees and the City to keep health insurance costs as low as reasonable, the City 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 in the month of December, following the end of the fiscal year.

Section 2: If, premiums are increased or coverages are modified or withdrawn by carriers or providers, the City reserves the right to reopen this article for negotiation.

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.

The Health Insurance Review Committee may examine the costs associated with the provision of health and other insurance. A representative chosen by the Association shall serve as a member of the Health Insurance Review Committee.

Section 2:1: 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.

Section 2:2: 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 3: The City shall reimburse bargaining unit members to a maximum of \$850.00 for the purchase of body armor. Body armor shall be replaced in accordance with the manufacturer's specifications. Beginning October 1, 2016, the City agrees to provide annually to bargaining unit members an outer bulletproof vest cover and will no longer pay the additional \$100 for replacement costs associated with the outer carrier.

Section 4: The City agrees to continue to pay the applicable employer portion of the bargaining unit members' health insurance benefit contributions costs if the bargaining unit member receives a line-of-duty disability pension from the Police 185 Pension Board, pursuant to 185.34 FS. If a bargaining unit member is not a member of the Police 185 Pension Plan, then that bargaining unit member will be eligible for this benefit only if declared permanently and totally disabled by a Judge of Workers Compensation claims. The City reserves the right to have any bargaining unit member applying for this benefit examined by a physician selected by the City. 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 5: Bargaining unit members assigned to road patrol duties shall receive an annual allowance of one hundred fifteen (\$115) dollars for the purchase of shoes, pursuant to Police Department General Order specifications. Payment of this amount shall be processed in the second pay period of the fiscal year.

Section 6: Bargaining unit members assigned full time to the Criminal Investigations Division (C.I.D.), Special Investigations Division (S.I.D), or the Professional Standards Division for a period of time exceeding twelve (12) consecutive weeks shall receive a monthly clothing allowance of sixty dollars (\$60.00) per month, while assigned.

Section 7: Bargaining unit members assigned full-time to uniformed duties and in divisions not listed in Section 6 shall receive twenty dollars (\$20.00) per pay period for uniform cleaning and maintenance.

Section 8: Annual Leave. Bargaining unit members shall accrue and be charged annual leave pursuant to Article 6.

Section 9: Any adjustments or corrections to a bargaining unit member's wages and/or benefits shall be limited to the duration of this Agreement.

Section 10:

- 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 his wages (full-pay) directly from the City.

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 13

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 pursuant to FS 185 and Ordinance 13-49, except as modified 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.
- 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 his contributions to this Plan.

Section 3: For members who retire on or after October 1, 2015, the benefit rate for eligible distributes 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 sworn personnel.) In the event the State of Florida Insurance Premium tax 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 the effective date of this Agreement, the total overtime compensation during that period shall be included as pensionable earnings. Upon the ratification of this Agreement, a maximum of 300 overtime compensation hours per fiscal year will be included as pensionable earnings for all employees hired before the ratification. 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 the ratification of this Agreement. Therefore, employees who use leave time accrued after the ratification of this Agreement shall be debited from these post-ratification accruals, provided the employee has sufficient leave. In the event an employee has insufficient post-ratification accruals and, therefore, must use pre-ratification accruals, he/she may replenish the utilized pre-ratification accruals.

Section 8: For pensionable earning calculations, the pre-ratification 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 his/her service.

Section 9: Upon ratification of this Agreement, 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 14

SICK TIME

Section 1: All bargaining unit members shall accrue twelve 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. Sick time will be charged in not less than a one (1) hour minimum period for time less than one (1) day.

Sick Leave may be granted for the following purposes:

- A: For non-work related minor injuries and illnesses of a short duration.
- B: Medical, dental, optical, or chiropractic examination or treatment.
- C: Pregnancy
- D: Exposure to a contagious disease which would endanger others.
- E: Qualifying Family and Medical Leave Act (FMLA) absences.

To receive compensation while absent on sick time, an employee shall notify his/her immediate supervisor or Department Head prior to, or as soon as possible after, the set time for beginning the daily duties. An employee in a unit operating on a twenty-four hour basis must notify the department not less than one (1) hour prior to the scheduled reporting time.

Section 2: All absences of more than three (3) consecutive 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, or have their job duties modified, or be separated from the employment of the City, depending upon the individual circumstances. Accrued paid leave benefits may be used.

Section 4: If a bargaining unit member does not use any sick time in a twelve (12) month period, the bargaining unit member shall receive as an incentive eight (8) hours of vacation time, immediately following his/her anniversary date of employment.

Section 5: 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%

Bargaining unit members who are normally scheduled for ten (10) hour shifts will accrue sick leave hours at an accelerated rate, capping their annual amounts over a period of twenty one (21) pay periods.

Bargaining unit members who are normally scheduled for eight (8) hour shifts will accrue sick leave hours at the normal rate, capping their annual amounts over a period of twenty six (26) pay periods per year.

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

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. Upon involuntary termination from the City Service, all sick leave, current and accumulated, will be forfeited by the member.

Additional sick time benefits are provided under the City's Health Insurance Plan. This benefit pays an eligible member sixty (60%) percent of his/her average weekly earnings during periods of sickness and disability. An employee may use the benefits provided under this plan to supplement his/her accrued sick leave. In no case shall an employee receive more than one hundred (100%) percent of his/her gross salary during periods of illness or disability.

Bargaining unit members may also receive donated sick time from bargaining and non-bargaining unit employees employed with the City for more than five (5) years. A bargaining unit member may only receive a maximum of forty (40) hours per non-bargaining unit donor within a twelve (12) 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 a serious health condition that makes the member unable to perform the essential functions of the job (i.e., FMLA-related absences). Upon ratification of this Agreement, bargaining unit members who have entered the DROP may donate sick time, but are not allowed to receive it.

ARTICLE 15

PROBATIONARY PERIODS AND PERFORMANCE EVALUATIONS

Section 1: All bargaining unit members shall receive written evaluations from their immediate supervisor annually. Promoted bargaining unit members shall serve a probationary period of one (1) year from the date of promotion. Probation may be extended up to a maximum of 90 days at the discretion of the Chief of Police or his designee.

Section 2: All bargaining unit members will be evaluated on their job performance only and shall be expected to meet performance standards as defined for their position.

Section 3: Performance that does not meet standards must be discussed with the bargaining unit member as soon as practicable after the performance issue is identified, prior to the annual evaluation.

Section 4: Non-probationary bargaining unit members who do not meet all performance standards and are denied a wage increase 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 his annual evaluation and is denied a merit increase has the right to grieve this action, pursuant to the Grievance procedures contained in this Agreement or the City's Personnel Rules and Regulations.

Section 6: During the probationary period, or the extension of probation a bargaining unit member may be demoted to his/her previous rank for failure to meet expectations. This action shall not be subject to grievance procedures.

Section 7: The parties agree to establish a joint committee comprised of the Chief of Police or his designee, the Human Resource Director or his 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 16

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 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 = 50 points for a score of 100% (0.5% points per question).

Phase 2 – Assessment Center = 50 points (Supervisory Exercise and a Operational Exercise).

Phase 3- Career Evaluation, which shall include:

- a. Veterans Preference (5/10/15 points)
- b. Education – Associates Degree (5 points); Bachelor's Degree (10 points); Master's Degree (15 points).
- c. FDLE Accredited Training – 1 point per 80 hours of training (maximum of 15 points).
- d. Agency Seniority – ½ point per year with agency (maximum of 5 points); and
- e. Disciplinary History – 1 point deduction per day suspended within prior 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 numbers 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 shall select from amongst 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 (A Rule of 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 Article 9, Section 2. 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.

Section 10: This Article shall be opened for negotiation on April 1, 2019.

ARTICLE 17

SENIORITY

Section1: The City agrees that, seniority shall consist of continuous, full-time, accumulated paid service as a Police Sergeant.

Section2: In the event that a bargaining unit member terminates employment as a Sergeant, that bargaining unit member's seniority will cease. 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 his seniority.

Section3: 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.

Section4: Requests from two (2) or more bargaining unit members with the same seniority date, under the provisions of this Agreement, shall be considered non-determinative, and all decisions regarding these requests shall be at the discretion of the Chief of Police or his designee.

Section5: During reduction-in-force situations, bargaining unit employees who are veteran preference-eligible, as defined by state law, shall have 1 year added to their accumulated paid service for every year of active duty during a qualifying period. Partial year service shall be calculated accordingly. The Florida Department of Veterans' Affairs (DVA) shall serve as the arbiter with respect to determining qualifying active duty. In such cases, all DVA correspondence shall be copied to the Association.

ARTICLE 18

SAFETY

Section 1: The City will make reasonable efforts to provide employees 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: The 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 his 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 civil emergency. It shall be the responsibility of the bargaining unit member to inform his/her supervisor of any required training and/or court appearances 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 sixteen (16) hours, including off-duty details, or two (2) shifts, in a twenty-four (24) hour period without the approval of a Lieutenant or above, except in a civil emergency or exigent circumstances.

ARTICLE 19

INTERNAL INVESTIGATIONS

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.

ARTICLE 20

LAYOFF AND RECALL

Section 1: Bargaining unit members shall be subject to reduction-in-force and recall on the basis of seniority in their classification with the 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.

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: Seniority lists shall be established for each class or position affected by a reduction-in-force. 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 Sergeant.

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

Section 6: In the event that there is a reduction in rank of a bargaining unit member through a reduction-in-force, inability to successfully complete the probationary period or through disciplinary or voluntary demotion, then the bargaining unit member reduced in rank shall assume the rank of a police officer.

Section 7: In the event that there is a reduction in rank of Lieutenant through a reduction-in-force, inability to successfully complete the probationary period or through disciplinary or voluntary demotion, then the Lieutenant reduced in rank shall assume the rank of a Sergeant and will retain all years of seniority as a sworn law enforcement officer held prior to the demotion.

ARTICLE 21

LABOR MANAGEMENT COMMITTEE

The Police 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 22

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 when working as an Officer and \$44.00 per hour when working as a Supervisor. The hourly rate will be \$50.00 per hour when working as an Officer and \$54.00 per hour when working as a Supervisor when 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 13 of this Agreement. Hours worked on Off Duty Details shall not be included when calculating overtime pay.

ARTICLE 23

DISCIPLINE

Section 1: A bargaining unit member may not be disciplined or discharged without just cause. The purpose of a disciplinary meeting or investigation shall be explained to the bargaining unit member at the beginning of the meeting or investigation.

A bargaining unit member may have no more than two (2) 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.

Newly-promoted probationary bargaining unit members may be demoted to the classification that they were promoted from for failure to meet standards. Bargaining unit members demoted for failure to meet standards shall not have the right to grieve such demotion under the grievance procedure of this Agreement, or the City's Personnel Rules and Regulations.

Section 2: Types of Disciplinary Actions:

- Written reprimand
- Suspension without pay (Note: forfeiture of up to forty (40) hours of accrued vacation leave and/or compensatory time may be substituted upon mutual agreement of the parties.)
- Demotion
- Dismissal

Section 3: All 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.

Section 4: Written Reprimands will be considered expired if the bargaining unit member receives no further discipline two (2) years from date of issuance.

Section 5: A voluntary alternative disciplinary process, Corrective Diversion process (CDP) may be extended to bargaining unit members who meet established criteria. Appendix (B) outlines the terms and conditions of the CDP.

ARTICLE 24

GRIEVANCE PROCEDURE

The purpose of this procedure is to settle, at the lowest supervisory level, disputes or disagreements between the City and the bargaining unit members. Bargaining unit member'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, the application, or alleged violation of any article 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 he/she is 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, his 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 "C") in the following manner:

Step I: The employee shall first present his grievance in writing to his Assistant Chief 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) day period shall commence running immediately upon the employee's return from such compensated leave. The Division commander shall within twelve (12) days render his 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 his designee within twelve (12) days from the date the Assistant Chief has rendered his decision. This grievance shall be in writing and a copy of the original written grievance must be attached. The Chief or his designee shall within twelve (12) days render his 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) 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 4, Section 3 of this Agreement.

Step III: Any grievance not settled at Step II will be taken up with the City Manager or his designee within twelve (12) days from the date the Chief of Police has rendered his decision. The designee selected by the City Manager shall not be a police department employee. This grievance shall be in writing and a copy of the original written grievance must be attached. The City Manager shall, within twelve (12) days after receipt of the grievance, meet with the bargaining unit member(s) and his representative. The City Manager or his designee shall within twenty (20) days of the meeting render his 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.

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 25

ARBITRATION PROCEDURE

Section 1: Definitions and Clarifying Statements:

In the event an arbitrable 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 his designee renders a written decision on the grievance. Within these twenty (20) calendar days, 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 prior to the expiration of the twenty (20) calendar days from the Step III grievance determination by the City Manager or his designee. The holiday season moratorium outlined in Article 20, 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 twenty (20) calendar days prior to the arbitration hearing. The arbitrator, thereafter, shall confine his 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 his 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 City and 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 thirty (30) days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

2.4: Consistent with the provisions of the Florida Public Employee Relation Act, Chapter 447 Florida Statutes unless amended, it is mutually acknowledged and agreed that this Agreement shall be administered within the amounts agreed to by the City Council for funding of this Agreement, the arbitrator shall have no authority, power or jurisdiction to construe any provision of the law, statute, ordinance, resolution, rule or regulation or provision of this Agreement to result in, obligate or cause the City to have to bear any expense, debt, cost or liability which would result, directly or indirectly, in the City exceeding the amounts initially agreed to by the City Council for the funding of this Agreement as agreed upon by the parties. E.g., a reinstated employee's back pay award would be limited to lost wages and benefits (i.e., made whole). Any such award that contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

Section 3: Alternative Dispute Resolution

In recognition of the parties' commitment to reconcile their differences in the least adversarial manner possible and at the lowest possible organizational level, the City and the Association may agree to participate in mediation, in-lieu-of the grievance and arbitration procedures.

During the life of this Agreement, the parties agree to experiment with alternative dispute resolution in mutually acceptable cases.

ARTICLE 26

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 not enforceable 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 which shall remain in full force and effect for the duration of this Agreement.

ARTICLE 27

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 28

DURATION

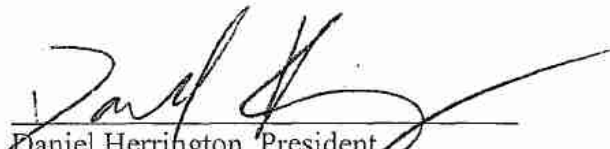
Section 1: All articles contained in this Agreement shall continue in full force and unchanged, except as otherwise stated herein, for a time period of three (3) years, October 1, 2018 through September 30, 2021.

Section 2: In the event either party hereto desires to negotiate a successor Agreement, said party shall serve upon the other party its written request via Certified Mail, no later than March 1, 2021.

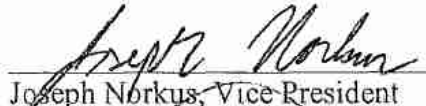
Section 3: Upon receipt of such written request, the parties shall commence negotiations no later than thirty (30) calendar days after written requests have been received from the party desiring a successor Agreement.

Section 4: In the event that neither party requests negotiation of a successor agreement by March 1, 2021, this agreement shall automatically be continued for an additional year until September 30, 2022 with no changes.

FOR THE INTERNATIONAL UNION OF POLICE ASSOCIATION (IUPA)


Daniel Herrington, President
International Union of Police Association (IUPA)

3-29-19
DATE


Joseph Norkus, Vice President
International Union of Police Association (IUPA)

3/29/19
DATE


Richard M. Weiner
Association Attorney

3/29/19
DATE

FOR THE CITY OF PORT ST. LUCIE:



Russ Blackburn, City Manager


4-10-19
DATE

CITY'S NEGOTIATING TEAM:




Jerome Post
Human Resources Director

3/29/19
DATE




Natalie Cabrera
Labor Relations Administrator

3/29/19
DATE



William Vega, Assistant Chief of Police

4/5/19
DATE



Lara Donlon
Attorney for the City

4/5/19
DATE

APPENDICES

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**AUTHORIZATION TO DEDUCT DUES
INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO**

TO/EMPLOYER: Port St. Lucie

I hereby assign to the International Union of Police Associations, AFL-CIO, from any wages earned or to be earned by me as your employee, my periodic dues in such amounts as are now or hereafter established by the International Union of Police Associations, AFL-CIO. I authorize and direct you to deduct and withhold such amounts from my salary and to remit the same to said International Union of Police Associations, AFL-CIO. I hereby waive all rights and claims to said monies deducted and transmitted in accordance with this authorization, and release my employer and all its officers from any liability therefore.

This assignment, authorization and direction shall be revocable any time upon thirty (30) days prior written notification to my employer and the International Union of Police Associations, AFL-CIO.

Name of Employee (Print): _____

Signature of Employee: _____

Employee Number: _____

Date Signed: _____ (PC 6017)

MEMBERSHIP APPLICATION – Port St. Lucie Police SGT. Assn
IUPA Local 6017

I, the undersigned, do hereby apply for membership in the International Union of Police Associations, AFL-CIO.

Name of Employee (Print): _____

Signature of Employee: _____

Position: _____

Date Signed: _____

Address: _____

Contact Phone Number: _____

Personal Email: _____ (PC 6017)

APPENDIX B

CITY OF PORT ST. LUCIE - PORT ST. LUCIE POLICE SERGEANTS' ASSN, IUPA
LOCAL #6017
VOLUNTARY ANNUAL LEAVE DONATION - LEAVE BANK USAGE FORM

I _____ hereby irrevocably and voluntarily authorize the donation of
_____ hour(s) of my accrued leave to the union leave bank (hereinafter the "Bank") contemplated
and established in the collective bargaining agreement executed by the Port St. Lucie Police
Sergeants' Association, Local #6017, IUPA and the City of Port St. Lucie. I understand that my
donated leave will only be used to pay Port St. Lucie Police Sergeants' Association, Local #6017 Executive
Committee Members to conduct or attend outside union business. Furthermore, I hereby waive
all rights and claims attendant to my donation, and to the Bank and release the City and all its
officers from any liability therefore.

Employee Signature: _____

Date: _____

Department Head Approval; _____

Date: _____

RETURN COMPLETED FORM TO HUMAN RESOURCES

Information below for office use only.

Employee #

Verified Leave Balance

Date: _____

Sent to Finance (Date)

HR Staff Signature

PORT SAINT LUCIE POLICE DEPARTMENT
GENERAL GUIDELINE #632

CORRECTIVE DIVERSION PROCESS

Rescinds: 09/01/09
Accreditation Standards:

Effective: 09/29/15

Revision No.: 1

CONTENTS: This guideline consists of the following numbered sections:

- I. PURPOSE
- II. SCOPE
- III. DISCUSSION
- IV. DEFINITIONS
- V. ELIGIBILITY
- VI. PROCEDURE

I. PURPOSE:

The purpose of this general guideline is to establish guidelines for the Corrective Diversion Process (C.D.P.).

II. SCOPE:

This general guideline shall apply to all police department personnel.

III. DISCUSSION:

The purpose of the Corrective Diversion Process is to support the goal of employee accountability and at the same time support corrective action to reinforce positive employee behavior.

IV. DEFINITIONS:

- A. **Corrective Diversion Process (C.D.P.):** a voluntary alternative disciplinary process that may be extended to employees who are subject to the disciplinary process and meet the established criteria.
- B. **Discipline:** under the C.D.P., discipline consists of a "Written Reprimand" or "Suspension" (1, 2 or 3 days).
- C. **Similar Sustained Violation:** a sustained violation of policy which is the same or similar in nature to a previous violation, as determined solely by the Chief of Police or his designee.

V. ELIGIBILITY:

Eligibility to participate in the Corrective Diversion Program consists of the following:

- A. The employee has received discipline for a violation of a policy/rule; met the following criteria; and was offered the opportunity to participate in the C.D.P. by the Chief of Police or his designee.
- B. The employee accepts responsibility for his/her actions and indicates on the Employee Discipline Notice that he/she agrees with the discipline and waives the right to appeal.
- C. In determining viable participants, the Chief of Police may factor length of service, feedback from superiors, prior disciplinary issues, and/or any other non-discriminatory factors deemed relevant. In no case shall an employee's non-selection for the C.D.P. be subject to the grievance process.
- D. The categories of discipline eligible for the C.D.P. include a Written Reprimand or Suspension (1, 2, or 3 days).
- E. The employee has five (5) days to accept the Chief of Police's offer to participate in the C.D.P. and thereby accept responsibility for his/her action.

PORT SAINT LUCIE POLICE DEPARTMENT
GENERAL GUIDELINE # 632

- F. The C.D.P. is incident driven; therefore, it can apply to multiple sustained violations in a single incident.

VI. CORRECTIVE DIVERSION PROCESS PROCEDURE:

- A. The employee begins the C.D.P. on the date he/she agrees to the discipline and signs the Employee Discipline Notice and the waiver of the right to file a grievance for this discipline.
- B. The employee enters the C.D.P. for a period of one hundred eighty (180) days, during which time the employee must not be the subject of a similar sustained violation.
- C. If a similar sustained violation occurs, the employee will be notified in writing that the original discipline, for the original violation, will stand.
1. If the original discipline was a written reprimand, the written reprimand will remain in effect from the date it was originally issued.
 2. If the original discipline was a suspension, the suspension will be served, or if approved, leave time (in lieu of the suspension) will be surrendered, within fourteen (14) days of receiving written notice indicating that the original discipline will stand.
- D. The discipline for the re-offending conduct (i.e., the new similar sustained violation) will be subject to and determined by current disciplinary procedures. Such re-offending conduct will not be eligible for the C.D.P.
- E. If the employee remains free of similar sustained violations, the Chief of Police shall lower the discipline one level. For example, a Written Reprimand shall be changed to a Supervisor Conference Form and a Suspension shall be changed to a Written Reprimand.
- F. Upon completion of the C.D.P., the appropriate discipline shall be recorded with the Human Resource Department and the Internal Affairs Section. A memo will be generated and provided to the involved employee confirming the completion of the C.D.P.
- G. The employee may participate in only one C.D.P. opportunity in a twelve (12) month period. The twelve (12) month period is calculated from the date of the last C.D.P.
- H. If a dispute arises regarding interpretation of the C.D.P., the final decision is at the sole discretion of the Chief of Police.
- I. The Professional Standards Division will be responsible for managing the C.D.P.
- J. The Chief of Police reserves the right to alter, supplement and/or terminate the C.D.P. at any time. Should this occur, any employee(s) in the program during said time will be permitted to continue to participate under the conditions in existence at the time of their acceptance.

<p>SIGNATURE ON FILE IN ACCREDITATION OFFICE</p>

John A. Bolduc
Chief of Police

GRIEVANCE PROCEDURE AND FORM

Appendix D

<p>This form shall be utilized to document any claimed violation or inequitable application of the City's Personnel Rules and Regulations and/or any ratified collective bargaining agreement(s) in existence. The grievance procedure shall not be used to appeal or contest a dismissal or discharge (refer to the Disciplinary Action section of the City's Personnel Rules and Regulations. The City maintains a separate policy to appeal dismissals.)</p>	<p>Every employee shall have the right to present his/her grievance free from interference, coercion, restraint, discrimination or reprisal. All grievances must be in writing and signed by the grievant.</p>	<p>Times frames outlined in the City's Personnel Rules and Regulations or collective bargaining agreement shall be observed, unless other arrangements are mutually agreed upon in writing. If you have any questions regarding the completion of this form, please contact a representative of the Administrative Services Department for further clarification.</p> <p>In order to help in the resolution of your grievance, please supply the following information completely and honestly. Use additional sheets of paper, if necessary. Provide copies of documents that will assist in the resolution of this grievance:</p>
---	--	---

Print Employee Name _____ Department _____ Date _____

Nature of Grievance:

☐ Violation of the City's Personnel Rules and Regulations

Specific Section(s): _____

☐ Violation of the collective bargaining agreement

Specific Article(s): _____

Please give detailed explanation of your grievance:

WHO is involved in the grievance? Please give name(s), title(s), and department(s) of those involved or who witnessed the incident(s)
(Designate who is a witness):

WHAT happened? Please explain in detail, without giving your opinion.

WHEN did the situation occur? Please give exact date and time.

WHERE did the incident take place? Please state exact location (department or area).

WHY do you feel this is a violation of the terms and conditions of your employment?

HOW can this situation be resolved; what adjustment do you feel will be satisfactory?

Administrative Services (white)	Department Head (yellow)	City Manager (pink)	Employee (gold/cream)
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Employee Signature _____