

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PORT ST. LUCIE, FLORIDA

AND

THE FEDERATION OF PUBLIC EMPLOYEES, A DIVISION OF THE NATIONAL
FEDERATION OF PUBLIC AND PRIVATE EMPLOYEES, AFL-CIO

FOPE

GENERAL EMPLOYEES

8/11/2014 - 9/30/2016

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ARTICLE 1

RECOGNITION OF FOPE

The City of Port St. Lucie (CITY) hereby recognizes FEDERATION OF PUBLIC EMPLOYEES, AFL-CIO (FOPE) as the exclusive bargaining representative for all matters affecting wages, hours, and terms and conditions of employment as provided in Section 447.309 (1), Florida Statutes, for those employees in the unit certified by the Public Employees Relations Commission (PERC), Certification #1831, on January 27, 2014, as described in Composite Appendix "A" and the actual current certification 1831, as amended from time to time by the parties, and/or PERC.

ARTICLE 2

DUES DEDUCTION

Section 1: Deductions

Bargaining unit members may authorize payroll deductions on a form attached hereto as Appendix "B," or as may be amended and incorporated herein, which is provided by the FOPE for the purpose of paying authorized dues. The FOPE will notify the City as to the amount of deductions. Changes in deductions will be submitted to the City's Human Resources Director, via certified mail, specifying the amount of dues to be deducted, and a list of FOPE members affected.

Section 2: Remittance

The City's remittance will be deemed correct if the FOPE 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 FOPE 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 FOPE dues, and/or any other personal information contained on the form described in Section 1, above.

Section 4: Termination of Deductions

Any employee may discontinue deductions by providing written notice to the Human Resources Department. Deductions shall cease within thirty (30) days of receiving the notice. Human Resources shall notify the FOPE within 24 hours upon receipt of cancellation of dues deductions.

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 period, after other deductions, are less than the amount of dues to be checked off or deducted.

Section 6: Processing of Dues Deductions

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

ARTICLE 3

NON-DISCRIMINATION

Section 1: All parties to this Agreement specifically agree not to discriminate on the basis of race, color, marital status, religion, sex, national origin, age, disability, membership or non-membership in the FOPE or any other lawfully protected class.

Section 2: Gender Reference: All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

Section 3: Any alleged violation of this article shall be subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 4

FOPE 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 FOPE in matters pertaining to the interpretation and application of this Agreement. The FOPE agrees to notify the Human Resources Director in writing of the names of its authorized representatives as of the execution of this Agreement and replacement(s) thereof during the term of this Agreement.

Section 2: The FOPE agrees during the term of this Agreement that the FOPE and its representatives will deal only with the City Manager, Assistant City Manager, Human Resources Director, City Attorney, Assistant City Attorneys, or their respective designees in matters pertaining to this Agreement.

Section 3: Neither FOPE representatives nor bargaining unit members shall leave their posts or work stations for the purpose of investigating, handling or settling grievances or conducting other FOPE business without the express permission of their non-bargaining unit supervisor; however, if their non-bargaining unit supervisor (including acting supervisor) is not available, express permission must be obtained by a supervisor in their chain-of-command. Permission will not be unreasonably withheld.

Non-employee FOPE representatives must secure permission of a non bargaining unit supervisor prior to contacting any on duty employee at any work site for the purpose of conducting business authorized by this Agreement.

When and if it becomes necessary for an employee representative to enter a division, department or area other than his or her own for the purpose of conducting FOPE business authorized by this Agreement, such employee representative must secure permission of a non-bargaining unit supervisor for the purpose of conducting such business.

Section 4: Subject to Section 3, up to a maximum of two (2) FOPE representatives shall be permitted to attend mutually scheduled grievance meetings and arbitrations specific to the bargaining unit, without any loss of regular pay or benefits. A maximum of four (4) FOPE representatives shall be permitted to attend mutually scheduled labor/management meetings without any loss of regular pay or benefits. The attending bargaining unit member(s) must provide a minimum of forty-eight (48) hours' notice of participation to his supervisor or department head, to the extent practicable. If the required notice is not timely provided, based on the circumstances, the member shall not be compensated by the City.

Section 5: The City agrees to the extent practicable to adjust the work schedules to allow paying up to four (4) representatives to attend mutually scheduled negotiation sessions. Such representatives shall be paid at their regular base rate of pay. For any hours over the representatives' regular shift, the City shall flex their schedules accordingly (e.g., a representative on an eight (8) hour shift who attends a collective bargaining session for ten (10) hours shall have two (2) hours flex time).

The City agrees that the current FOPE Leave Bank, if any, may be used by up to six (6) additional authorized employee representative(s) to attend mutually scheduled negotiations. Furthermore, the time remaining in the leave bank and any future voluntary contributions may be used by authorized representatives to attend to union business. Authorized representatives may utilize time from the leave bank for this purpose. Authorized representatives shall provide a minimum of forty eight (48) hours notice, on the form attached hereto as Appendix "C" and incorporated herein, to their department head and Human Resources Director or their designees when requesting leave for union business. Requests for time off from the leave bank will not be unreasonably withheld.

Section 6: The City shall provide to the FOPE a list of all bargaining unit members, providing names and addresses, that attend its new hire orientation meetings as they may occur. Further, each member attending such meetings shall be provided a current copy of the Agreement, as well as contact information for all duly recognized FOPE representatives. Furthermore, the City shall advise the FOPE representatives of the date and time of all new hire orientation meetings.

Section 7: The parties acknowledge that the FOPE unit representatives are permitted to participate in FOPE political activities, which includes speaking to elected officials regarding the FOPE's concerns, during non-working hours.

Section 8: The FOPE may install up to four (4) bulletin boards for the purpose of union business. Prior to posting information on the boards, the FOPE shall request approval from the HR Director or designee concerning the content. Approval shall not be unreasonably withheld.

ARTICLE 5

EMPLOYEE RIGHTS

Section 1: The City agrees not to interfere with the right of any eligible employee to become a member of the FOPE, withdraw from membership from the FOPE, or refrain from becoming a member of the FOPE. Furthermore, the City agrees not to interfere with the exercise of employee rights pursuant to Section 447.301, Florida Statutes.

Section 2: Language contained in this Agreement shall not preclude any bargaining unit member from pursuing any right or remedy, with or without representation of the FOPE. Further, nothing contained in this Agreement shall preclude any bargaining unit member from discussing a problem directly with his supervisor or other Departmental management representative without the involvement of the FOPE, provided that the immediate supervisor or other Departmental management representative agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure. This process shall toll the time for the filing of a grievance by the Union or the employee, provided the agreement is reduced to writing.

Section 3: Bargaining unit members, through their certified bargaining agent, have the right to negotiate all terms and conditions of employment and any change to the terms and conditions of employment, pursuant to Section 447.301 Florida Statutes.

ARTICLE 6

MANAGEMENT RIGHTS

Section 1: Reservation of Rights

The City reserves all rights, powers and authority customarily exercised by management, except as otherwise specifically delegated or modified by express provisions of this Agreement.

Section 2: Prior Rights

Prior to the time when the FOPE 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 FOPE 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 management of the City alone shall have the authority:

(a) To determine and direct policies made and methods of providing its services and unilaterally set the standards for same, without any interference in the management and conduct of the City's business on the part of the FOPE or any of its representatives.

Except as expressly limited by a specific provision of this Agreement, or Florida Statutes, or federal law, the City shall continue to have the exclusive right to take any action it deems necessary or appropriate in the management of its business and the direction of its work force. The management of its business includes the right:

(b) To establish new jobs, abolish or change existing jobs, to increase or decrease the number of jobs or employees, and to determine the assignment of work.

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 rules and regulations, policies, and procedures not in conflict with the provisions of this Agreement;

l) To introduce new, different or improved methods, means and processes of service and operation and otherwise manage the City 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 employees or their representatives from filing grievances or seeking other relief about the practical consequences that decisions on these matters may have on their terms and conditions of employment.

Section 4: In interpreting this Agreement, there shall be complete regard for the rights, responsibilities and prerogatives of management. This Agreement shall be so construed that there shall be no interference with such rights as provided in this Agreement.

Section 5: If, at the sole discretion of the City, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, strikes or illegal work stoppages, hurricane conditions or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City 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 7

PROHIBITION OF STRIKES

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

ARTICLE 8

HOURS OF WORK AND ATTENDANCE

Section 1:

The standard workweek for full-time employees is forty (40) hours during a continuous seven (7) day period. The workweek shall be the period beginning on Saturday (12:01 a.m.) and ending on the following Friday (midnight). Employees will be assigned a work schedule and expected to begin and end work according to the schedule. The concerned department may consider such schedule changes when operationally feasible. The department's decision is final.

In the event that a bargaining unit member's schedule is changed, the change shall go into effect after a minimum fifteen (15) working day period unless the bargaining unit member agrees to a shorter notice period.

All employees are expected to report for duty at their scheduled starting times.

Nothing in this agreement shall be construed as a guarantee or limitation of the number of hours or days to be worked per week.

A. A temporary modified schedule for bargaining unit members on restricted duty due to a worker's compensation injury. In such case, the schedule shall be based on the restriction(s) and the availability of scheduling times within a department.

B. An alternate flextime schedule, which shall be defined as flexibility in designating a set work schedule other than the member's regular schedule. A Department head, in his sole discretion, shall outline the provisions of a flextime program for his respective department and provide members with notice thereof.

1. An employee may request to flex his schedule to accommodate personal needs, provided mutual agreement is reached with his immediate supervisor. Employee-requested flex time shall not result in an overtime expense to the City and may be denied based on staffing needs. Such denial shall not be subject to the grievance procedure.

2. A Department Head may also request to flex an employee's schedule, but such request may be denied by the member. Such denial shall not be grounds for discipline or instruction/cautioning.

Section 2: Only annual, personal, compensatory and holiday leave shall be used for the purpose of computing overtime hours. Sick, bereavement, jury, administrative, any unpaid or other types of leave not specifically listed shall not be used for the purpose of computing overtime hours.

Section 3: Compensatory Time. All bargaining unit members will be eligible to accrue and use compensatory time. A bargaining unit member may accrue up to forty (40) hours. All compensatory time earned during the prior fiscal year will cease as of September 30 and will be paid as cash wages to the bargaining unit member on the first pay period of the new fiscal year. On October 1 of each fiscal year, all bargaining unit members' compensatory time

balances shall return to zero hours. Upon resignation or other separation from City employment, a bargaining unit member shall be compensated for a maximum of forty (40) hours of accrued compensatory time.

Requests for use of compensatory time will be submitted to the appropriate supervisor forty eight (48) hours in advance of the requested time-off. Obviously, exigent circumstances may apply and that would waive the minimum forty eight (48) hour notice. Compensatory time will be charged in one (1) hour minimum increments.

Section 4: The City reserves the right to institute any procedure or system it deems appropriate to measure, record and/or verify attendance and duration of court appearances.

- A. Court Appearances. All bargaining unit members shall be paid for a minimum of two (2) hours when required to appear in Court on a job-related case, including being a witness on a City related matter but not as a plaintiff in litigation against the City, during their scheduled off-duty hours. Any remuneration paid by the court, except for mileage (unless mileage was attributed to a City vehicle), shall be turned over to the City. If the bargaining unit member is released from court, he is required to return to duty. Court appearance shall be considered time worked and will apply towards overtime.
- B. Jury Duty. Bargaining unit members shall be granted time off at their regular rate of pay when subpoenaed to court as a juror, provided the time for jury duty is during the bargaining unit member's scheduled work day. If the bargaining unit member is released from jury duty more than two (2) hours of the normal end of his scheduled workday, he is required to return to duty. If the bargaining unit member is released from jury duty less than two (2) hours from the normal end of their scheduled work shift they shall contact their immediate supervisor for determination to return to work. In order to receive compensation, the bargaining unit member must present a copy of the subpoena to his supervisor two (2) weeks in advance of the Jury Duty. Attendance at jury duty shall not result in loss of pay.
- C. Management shall make a good faith effort to flex a bargaining unit member's schedule when said member is required to serve jury duty or make a court appearance.

Section 5: Call-backs are defined as when a 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.

All bargaining unit members shall receive two (2) hours compensation per shift, plus all time worked, for the first call-back per shift. Bargaining unit members shall be paid for actual time worked for subsequent call-backs on the same shift, in accordance with City overtime provisions. Bargaining unit members shall not receive call-back pay when they are required to remain on duty.

Section 6: Stand-by status is defined as when a bargaining unit member is required to carry a communication 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) hours 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 7: 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 must be on-site within forty-five (45) minutes. The bargaining unit member will be paid one and one half (1.5) hours 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.

Section 8: Bargaining unit members shall receive an additional eighty five (\$.85) cents per hour compensation for all hours worked between 11:00 p.m. and 7:00 a.m.

Section 9: Other provisions, if any, regarding bargaining unit members' days and hours not in express conflict with this Article shall be governed by the City's Personnel Rules and Regulations.

ARTICLE 9

LEAVE PROVISIONS FOR EMPLOYEES
(EXCLUDING SICK LEAVE)

Section 1: Military Leave: Employees must provide advance notice (unless excused by applicable law or regulations) of their military orders on the earliest possible date to their department head and the Director of Human Resources. Federal law and state statutes govern the granting of military leave.

When a bargaining unit member is ordered to active military duty beyond thirty (30) days in any one annual period, the City agrees to the following:

The City will pay the difference between his military salary and the regular rate of pay he received as an employee of the City for those reservists who are called to active duty for a period not to exceed nine (9) months. In addition, all health insurance benefits and other benefits, those that normally accrue to employees, continue to accrue to those employees on active military duty with any conditions, limitations, or payments that may be applicable, in accordance with federal or state law.

To the extent practical, the City agrees to flex the schedules of employees on short term (i.e., active or inactive training) military leave. Please contact the Human Resources Department for details and further information.

Section 2: Annual Leave.

The City recognizes the importance of personal time away from work and affords bargaining unit employees an opportunity to take annual leave in accord with the following:

A. Accrual. All full-time City bargaining unit members accrue annual leave, as shown below. Part-time bargaining unit members shall accrue annual leave on a pro-rata basis, depending upon their average work hours per week.

Years Employed	Hours Accrued Per Annum
1 - 3	80
4 - 9	120
10 - 19	160
20 +	200

B. Charging Leave.

1. Annual leave time shall be scheduled and charged to the bargaining unit member in one (1) hour increments.

2. Annual leave shall not be charged during City recognized holidays.

3. For purposes of determining overtime, authorized annual leave hours shall be construed as time worked.

4. After completion of six (6) months continuous service, the bargaining unit member shall be eligible to use accrued leave.

C. Request for Leave.

1. A request for forty (40) or more hours of annual leave should, to the extent practicable, be submitted to the bargaining unit member's Department Head at least two (2) weeks in advance of the first day of the requested leave. A request for less than forty (40) hours of annual leave shall be submitted to the bargaining unit member's Department Head at least two (2) full working days in advance of the first day of the requested leave. For example, a request to be on annual leave on a Friday needs to be submitted by midnight Tuesday. A request may be submitted less than two (2) full working days in advance due to extenuating circumstances and the Department Head shall make a good faith effort to accommodate such requests. Department Heads shall designate non-bargaining unit supervisors to approve or reject annual leave requests.
2. Annual leave may be taken after approval by the appropriate Department Head or designee, and every eligible bargaining unit member shall be encouraged to take at least eighty (80) hours leave during the year.
3. Leave may be used only as accrued and annual leave with pay shall not be allowed in advance of being accrued.
4. No employee shall be permitted to take more than twenty (20) consecutive days of annual leave in any six (6) month period without permission of the Department Head. The Department Head decision shall be final.

D. Accrual and Usage.

1. Bargaining unit members are expected to take annual leave.
2. A bargaining unit member will not be paid for accrued leave in lieu of taking such leave except upon separation, or pursuant to Paragraphs E.1. or E.2. of this article.
3. Annual leave may be accrued to a maximum of thirty (30) days (240 regular hours).

E. Payment for Unused Annual Leave.

1. If a Department Head cannot accommodate a bargaining unit member's request for annual leave, the department head may recommend that the bargaining unit member be compensated for up to 80 hours of annual leave, during the anniversary of the date of hire.

Approval is contingent upon verification that funds are available and the approval of the Director of Human

Resources or designee. If approval is denied, the bargaining unit member shall submit a new annual leave request.

2. After taking at least 80 hours of accrued leave in the preceding anniversary period of the date of hire, a bargaining unit member may request to sell back up to eighty (80) hours of accrued leave in increments of no less than forty (40) hours. Approval of any payments is contingent upon budget restrictions and the concurrence of the Department Head. Approval shall not be unreasonably withheld.
3. Bargaining unit members with more than six (6) months of service who leave City employment shall receive any remaining balance of accrued annual leave as of the date of separation. The accrued annual leave shall be computed at the employee's base rate of pay at time of separation. Payment for unused accrued annual leave shall be limited to two hundred and forty (240) hours.
4. All accrued annual leave of bargaining unit members who pass away while in the service of the City shall be paid to the spouse or beneficiary of the bargaining unit member according to applicable law.

Section 3. Family and Medical Leave (FMLA). FMLA is available when:

- A. a son or daughter is born to the bargaining unit member;
- B. a son or daughter is placed with the bargaining unit member for adoption or foster care;
- C. the bargaining unit member is needed to care for a seriously ill spouse, son, daughter, stepchild or parent;
- D. the bargaining unit member has a serious health condition;
- E. Qualifying Military Exigency Leave; or
- F. Military Caregiver Leave

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law and shall constitute just cause, if verified; however, a member on unpaid FMLA leave pursuant to Section 3(D) above may work elsewhere provided the member's medical restrictions renders him unable to perform the duties of the City job.

The City will follow the federal regulations in regards to the Family Medical Leave Act.

Regulations regarding the applicable FMLA requirements and restrictions are available in the Human Resources/Benefits Division.

Section 4. Bereavement Leave.

Full time bargaining unit members may be granted up to forty (40) hours bereavement leave for deaths in their immediate family, without charge to any accrued leave time. Part time bargaining unit members may be granted up to twenty (20) hours. The bereavement leave may only be taken at, or around the time of, the death to grieve the loss or attend funeral or cremation services. (Immediate Family is defined as the bargaining unit member's spouse, child, parent, grandparent, grandchild, stepparent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepchild, aunt, uncle, or legal guardian.) Paid bereavement leave for non-family members may be granted at the discretion of the Department Head. Written proof of familial relationship as described in this section, and death notice, may be required in order to receive bereavement leave. Bereavement leave is not considered time worked and shall not apply toward overtime.

Section 5. Personal Leave Days.

All full-time classified bargaining unit members shall receive two (2) shifts of personal leave per calendar year without deduction from any other accrued leave benefits. This benefit may be used on an hourly basis. For example, a bargaining unit member working eight (8) hours a day will receive sixteen (16) hours per calendar year. A bargaining unit member working ten (10) hours a day will receive twenty (20) hours per calendar year.

All part-time non-probationary bargaining unit members shall receive two (2) personal leave days at a rate of five (5) hours per day, or a total of ten (10) hours per calendar year without deduction from any other accrued leave benefit.

Requests for personal leave days should be submitted to the employee's Department Head or his designee within three (3) working days of the requested leave day(s), to the extent possible. Paid personal leave days may not be accrued from year-to-year and are not paid out at time of separation. Personal leave days are considered time worked and shall apply toward overtime.

Section 6. Other Provisions Regarding Leaves-of-Absence.

A. For purposes of this section a leave of absence will be defined as the following:

- Personal Leave of Absence(paid or unpaid)
- Family Medical Leave of Absence (FMLA)
- Medical Leave of Absence (non-FMLA)
- Suspension
- Administrative Leave (paid or unpaid)

B. All leaves-of-absence shall be limited to a maximum of 180 calendar days in any 12-month period of time. Military leave shall not be counted toward the 180 calendar day maximum.

C. All initial requests for leaves-of-absence and requests for extensions of leaves-of-absence shall be submitted in writing to the bargaining unit member's Department Head.

D. No further accrual of sick time and/or annual leave shall be permitted after thirty (30) consecutive calendar days of leaves of absence.

E. Health, disability, pension, life insurance and other benefits shall not be suspended during approved medical leaves-of-absence so long as the bargaining unit member makes their required contribution.

F. Salary Increases While on Leave of Absence.

1. Bargaining unit members on paid medical, FMLA or military leaves-of-absence shall be eligible for any City-wide increases.

2. Upon the bargaining unit member's return to work, he shall be placed in the same or equivalent position held prior to the leave-of-absence to the extent practicable. Those who are on military deployment shall be placed back into their positions pursuant to state and federal law.

G. Should a bargaining unit member fail to return from any approved leave of absence at the end of the approved period, it shall be considered abandonment of the bargaining unit member's position and his resignation.

Section 7.

Administrative Leave. The City Manager or Department Head may place a bargaining unit member on paid administrative leave for the purpose of conducting an investigation that may result in disciplinary action. All other administrative leaves shall be considered as leave without pay.

A. Management shall have the right to relieve a bargaining unit member by placing her/him on an Administrative Leave with pay, or an Administrative Leave without pay. A bargaining unit member on an unpaid Administrative leave may utilize accrued annual leave.

B. The City shall be required to complete and impose discipline (if any) within 180 days.

Section 8:

The City Manager or Department Head may place a bargaining unit member on unpaid Administrative Leave if the member is unable to perform their essential functions as detailed in their job description. While on unpaid Administrative Leave, a bargaining unit member may be terminated if unable to perform their essential functions as detailed in the job description.

ARTICLE 10

WAGES AND INCENTIVES

Section 1: Pay and Classification

The City uses a broadband pay and classification system. It is the intent of the parties that, effective October 1, 2016, the broadband system will be replaced by a traditional pay and classification system with a classification plan which assigns each classification to a pay grade and has a salary plan which establishes a minimum and maximum salary for each pay grade. The City will undertake a comprehensive pay and classification study covering all positions in the bargaining unit to replace the existing plan. The study will be completed no later than February 1, 2016 so as to be available for implementation by the City on October 1, 2016, subject to negotiations and ratification.

Section 2: Annual Increases.

In Year One of this Agreement, (Fiscal Year 2013-2014), all bargaining unit members shall receive a 1.4% across the board increase, effective October 1, 2013 or date of ratification by the bargaining unit, whichever is later. Effective February 1, 2014, all bargaining unit members shall have \$1,500.00 added to their annual base pay.

In year two (2) of this Agreement, (Fiscal Year 2014-2015), all bargaining unit members shall receive a 1.5% across the board increase, effective October 1, 2014. Effective February 1, 2015, all bargaining unit members shall have \$1,000.00 added to their annual base pay.

In year three (3) of this Agreement, (Fiscal Year 2015-2016), all bargaining unit employees shall receive a 1.5% across the board increase effective October 1, 2015.

Furthermore, all bargaining unit members shall be eligible to receive a \$600 merit increase added to their annual base pay on the members' evaluation date. The merit increase is contingent upon employees receiving an overall rating of "Meets Requirements" or "Exceeds Requirements" on their last annual performance evaluation. Merit increases are not automatic but must be earned and are based upon satisfactory job performance. All classified bargaining unit members will be eligible to receive **"only"** one (1) merit increase per year.

Section 3: Broadbanding.

A. Reclassification - is defined as a bargaining unit member changing to a higher classification, as determined by the starting rate within the same band. A reclassified employee shall receive an increase of five percent (5%) of his regular wage, or have his regular wages adjusted to the minimum of the new classification, whichever is higher. His classification date will remain the same.

B. Promotion - is defined as a bargaining unit member changing to a higher classification in an upper band. A promoted employee shall receive a ten

(10%) percent wage increase or have his wages adjusted to the minimum rate for the position, whichever is higher. His classification date will change to the date of promotion.

C. Demotion within the same band - is defined as whenever a bargaining unit member is voluntarily or involuntarily brought to a lower classification within the same band as determined by the starting rate. The demoted employee shall receive a decrease of five percent (5%) or a rate equivalent to 140% of the starting rate of the new position, whichever is lower. The classification date will change to the date of demotion.

D. Demotion to a lower band - is defined as whenever a bargaining unit member is voluntarily or involuntarily demoted to a lower classification in a lower band. The demoted employee shall receive a decrease of five percent (5%) or a rate equivalent to 140% of the starting rate of the new position, whichever is lower. The classification date will change to the date of demotion.

E. All reclassifications, promotions, and demotions shall serve a ninety (90) day probationary period.

Section 4: Educational Incentive and Certification

A. Approval Process

Bargaining unit members must obtain written approval in advance from a Department Head to ensure that any degree, course, license, or training outlined in this section will qualify for incentive pay. Advance approval shall also be sought prior to the start of the classes. All requests shall be submitted using the "Pre-Approval" form attached hereto as Appendix D and incorporated herein.

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

Associate's degree	\$500
Bachelor's degree	\$1,000.00
Master's degree	\$1,500.00
Water Plant or Waste Water Plant Operator	5%
Operator A License	5%
Operator B License	5%
Operator C License	5%
Water Distribution Operator License	5%
Backflow Prevention Tester License	5%
Florida Association of Code Enforcement Certification	5%
Level III	5%
Level II	5%
Level I	5%
Florida Animal Control Association Certification	5%
Building Inspector (Structural) Certification	5%
Plumbing Inspector Certification	5%
Electrical Inspector Certification	5%
Mechanical Inspector (A/C & Gas) Certification	5%
One- and Two-Family Residential Certification	10%
Plans Examiner Certification	5%
City Clerk Certification	5%
Equipment Operator Certification	2%

C. Loss of required certification(s) shall result in a commensurate decrease in pay and change in status (i.e., demotion, transfer to another division or department), depending upon the requirements of the position.

D. Training incentive wage increases shall be limited to five percent (5%) per bargaining unit member per fiscal year.

E. The Education incentive shall be limited to one lump sum payment of one degree per bargaining unit member per fiscal year.

Section 5: Cellular Phone Allowance

Bargaining Unit members with City issued cellular phones shall submit a written request to their Department Head to determine if they are eligible to participate in the City's Cellular Phone Allowance program which will give them a monthly fifty dollar (\$50.00) cell allowance. In the event a request is approved the employee shall receive the allowance on the first of the month following their approved request. A denied request shall not be subject to the grievance procedure.

During the term of this program, the parties acknowledge that the cellular phone allowance is not a benefit or entitlement and, as such, may be withdrawn by the City at any time, provided thirty (30) days' notice is provided to the affected employee(s).

All cellular phone allowances provided to employees shall be in accordance with the foregoing.

Section 6: Duration

This article shall expire September 30, 2016. Bargaining unit members shall not be eligible for any wage increase, wage adjustment or incentive increase on or after October 1, 2016, except as re-negotiated and ratified by the parties.

ARTICLE 11

BENEFITS

Section 1: The following benefits are available to eligible bargaining unit members as indicated:

- Medical Insurance Plan
- Vision Care Plan
- Dental Insurance Plan
- Prescription Drug Plan
- Short-/Long-Term Disability Insurance
- \$50,000 Group A.D.&D. Insurance
- \$50,000 Group Term Life Insurance
- Uniforms and Maintenance
- ** Credit Union Membership
- *Employee Assistance Program
- ** Met Life Insurance
- ** AFLAC Policies
- + American Fidelity Insurance Policies
- ** Prepaid Legal Plan
- + American Public Insurance Policy

* F/T and P/T Employees

** F/T and P/T Employees- pay all costs through payroll deduction

+ F/T employees only - pay all costs through payroll deduction

No Symbol: F/T Employees Only

Section 2: Employee Health Contributions and Co-payments.

Effective October 1, 2013 the City and the employee shall each continue to provide monthly dollar amount contributions to the Health Insurance Fund for the cost of health care coverage as outlined below:

Employee Contribution	Employee Contribution		Employer Contribution		Total	
	\$	%	\$	%	\$	%
Employee Only	40	8	459	92	499	100
Emp. & Spouse	151	12	1,109	88	1,260	100
Emp. & Children	111	12	813	88	924	100
Emp. & Family	193	12	1,412	88	1,605	100

Effective February 1, 2014 the City and the employee shall each provide monthly dollar contributions to the Health Insurance Fund for the cost of health care coverage as outlined below:

Employee Contribution	Employee Contribution		Employer Contribution		Total	
	\$	%	\$	%	\$	%
Employee Only	43	8	497	92	540	100
Emp. & Spouse	219	14	1,348	86	1,567	100
Emp. & Children	149	14	913	86	1,062	100
Emp. & Family	260	14	1,595	86	1,855	100

Effective October 1, 2014 the City and the employee shall each provide monthly dollar contributions to the Health Insurance Fund for the cost of health care coverage as outlined below:

Employee Contribution			Employer Contribution		Total	
	\$	%	\$	%	\$	%
Employee Only	45	8	522	92	567	100
Emp. & Spouse	247	15	1,399	85	1,646	100
Emp. & Children	167	15	947	85	1,114	100
Emp. & Family	292	15	1,655	85	1,947	100

Effective October 1, 2015 the City and the employee shall each provide monthly dollar contributions to the Health Insurance Fund for the cost of health care coverage as outlined below:

Employee Contribution			Employer Contribution		Total	
	\$	%	\$	%	\$	%
Employee Only	47	8	537	92	584	100
Emp. & Spouse	254	15	1,441	85	1,695	100
Emp. & Children	172	15	976	85	1,148	100
Emp. & Family	301	15	1,705	85	2,006	100

A full summary of benefits, including applicable copayments, co-insurance, deductibles, and other costs related to the Plan is detailed in a summary of benefits spreadsheet, which may be obtained from the Human Resources department.

2.1 Health Insurance Rebate Program

Since the total contributions for the health insurance plan, as identified in Section 2 above, are based on projections, and since it is to the advantage of both employees and the City to keep health insurance costs as low as practicable, the City agrees to establish 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 by comparing budgeted expenditures in the Health Insurance Fund (#605) as identified in the annual City budget adopted each September for the ensuing fiscal year (Original Budget) with actual expenses as identified in the end of the year (September 30th) financial statements for the fund. The budgeted expenses for Fiscal Year 2013-2014 are \$14,891,425. If annual expenses are less than budgeted expenses, employees and the City shall receive proportionate share rebates based on the number of employees in each plan, the plan that an employee has selected and the employee/City percentage split of contribution for that year.

The spreadsheet identified as Appendix E of this contract provides an example of a rebate calculation. The formula used to determine the rebate for an individual employee is as follows:

The overall savings in costs, as determined by the September 30th financial statements, is inserted in cell C13 of the Health Plan rebate Excel spreadsheet. The set formulas will allocate this amount of the four tiers of coverage (column). These amounts are then divided by the number of employee contracts/participants (column D) to show the savings per participant per

tier of coverage (column E). That figure is then split by the funding ratios for the Employee and City as set by this contract.

In the case of an employee being a plan participant for only a portion of a fiscal year, any rebate shall be prorated for the number of months the employee participated in the health plan. Rebate payments shall be distributed by separate check payable no later than December 15, following the end of the fiscal year with the first rebate to be distributed, if applicable, by December 15, 2014.

Section 3: Short- and Long-Term Disability Benefits.

Additional benefits under the City's Short- and Long-Term Disability policies will be offered to all eligible full-time bargaining unit members. These benefits pay a bargaining unit member sixty percent (60%) of his/her average weekly earnings during periods of covered illness or disability, pursuant to the Plan guidelines. A bargaining unit member may use the benefits provided under this plan to supplement his accrued sick leave. In no case shall a bargaining unit member receive more than one hundred percent (100%) of his gross wages during periods of illness or disability.

Section 4. Holidays.

A. The City will observe the following holidays:

New Year's Day	January 1
Martin Luther King, Jr. Day	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in Sept.
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in Nov.
Day after Thanksgiving	Fri. after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

Or any day declared by the City as a holiday.

B. When a holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday.

C. All bargaining unit members shall receive holiday pay, at their regular rate of pay.

D. If a bargaining unit member is required to work on a City-recognized holiday, he shall be paid time and one-half (1.5X) his regular rate for all hours worked and receive the normal holiday compensation outlined in Paragraph C. above.

E. When a City-recognized holiday and a bargaining unit member's day off coincide, the bargaining unit member shall be granted another day off, have his vacation leave credited or receive compensation equal to one shift at his regular rate of pay, subject to the approval of the

Department Head or his designee.

F. When a holiday falls within a period of paid leave, the holiday shall not be counted as a workday in computing the amount of leave debited.

G. When a holiday falls within a period of an unpaid leave of absence, the bargaining unit member shall not be paid for the holiday.

Section 5: All eligible newly-hired bargaining unit members can participate in City-provided benefit plans on the first day of the month following sixty (60) days of continuous employment. In no case should the waiting period exceed ninety (90) days. Pension plans may have other length of employment requirements.

If a newly-hired bargaining unit member's position requires safety shoes, the newly hired bargaining unit member will need to purchase said safety shoes prior to their start of work.

Section 6: Classified bargaining unit members (those who have passed their initial probationary period) who are assigned to duties that require safety shoes shall receive an annual allowance of one hundred fifty dollars (\$150.00) for the purchase of safety shoes. The bargaining unit member shall be on active duty at the time of payment, i.e., not on any type of paid or unpaid leave-of-absence, in order to receive payment.

Section 7: The City agrees to continue to pay bargaining unit members' health insurance benefit premiums if the bargaining unit member is permanently disabled as a result of a job-related injury. The City reserves the right, at its expense, to have any bargaining unit member applying for this benefit examined by a physician selected by the City. Furthermore, if the bargaining unit member passes away in the line of duty, the City shall continue to provide health insurance benefits to the employee's spouse and/or dependent children as long as they meet eligibility requirements.

Section 8: Health Insurance Review Committee.

The City shall utilize the Health Insurance Review Committee to examine the costs associated with the provision of health insurance. A representative chosen by the FOPE shall serve as a committee member. The City agrees to pay up to one (1) representative to attend during normally scheduled City business hours and the employee shall be permitted to attend the meeting. The representative's schedule shall be flexed, if needed, to reflect the hours of the meeting so as to not create additional hours worked above and beyond the normal shift.

Section 9: Pre-Paid Required Course Work

If a bargaining unit member is required as part of his/her job to take either a correspondence course or attend classes, the bargaining unit member's department shall pay one hundred percent (100%) of the cost. Payment shall be made at the time the bargaining unit member enrolls in the program. All required courses shall first be approved by the bargaining unit member's Department Head or designee as appropriate. Time spent in class shall be considered time worked and, therefore, employees shall be compensated in accordance with the Fair Labor Standards Act (FLSA). The City

shall have the exclusive right to determine what constitutes required training. Management shall make a good faith effort to flex members' schedules whenever required training takes place during their off-duty hours.

Section 10: Reimbursable/Payable Certification Licensing Fees

To be eligible for licensing fee reimbursement/payment, the following guidelines must be met:

1. The license requirement must be a prerequisite by the State of Florida for a bargaining unit member to maintain his/her professional, skilled craft or technical status to perform his/her job duties and responsibilities.
2. The department for which the bargaining unit member works shall provide funding for licensing fee reimbursement/payment.
3. A licensing fee may be paid directly by the CITY for the bargaining unit member, provided the bargaining unit member submits his/her application in sufficient time to allow for approval and processing of payment to the appropriate licensing agency. The City shall not be responsible for any penalty or other fee, which may be assessed due to a late payment of the licensing fee.

Section 11: Use of City Vehicles.

The use of vehicles owned by the City of Port St. Lucie shall be in accord with the provisions and restrictions contained in Ordinance 79-27. Take-home vehicle privileges are to ensure the prompt response of a bargaining unit member in the implementation of his duties.

ARTICLE 12

RETIREMENT PLANS

Section 1: During the life of this Agreement, the City agrees to provide eligible bargaining unit members with a contribution of 10.5% of their gross taxable wages to the ICMA 401A, subject to Internal Revenue code limits.

Section 2: Bargaining unit members shall be eligible to participate in any City-sponsored pension plans on the first day of the month following ninety days (90) of continuous full-time service to the City.

Section 3: Subject to Internal Revenue Code limits, all bargaining unit members may contribute to a City-sponsored 457 deferred compensation plan at their own expense.

ARTICLE 13

SICK TIME

Section 1: Eligibility.

Full-time and part-time bargaining unit members are eligible for paid sick time.

Section 2: Charging Leave.

Sick time shall be charged to the bargaining unit member for the actual time the bargaining unit member is away from work.

Sick time will be charged in not less than a thirty (30) minute minimum period for time less than one (1) day.

Section 3: Request for Leave.

To receive compensation while absent on sick time, a bargaining unit member shall notify his/her immediate supervisor or Department Head at least thirty (30) minutes prior to the start of their scheduled shift unless there are extenuating circumstances. The method of notification shall be via verbal communication. In the event verbal communication cannot be accomplished, an alternate means (e.g., email, voicemail) shall suffice. A bargaining unit member in a unit operating on a sixteen or twenty-four hour basis must notify his immediate supervisor sixty (60) minutes prior to the start of his shift of absence due to illness or injury.

The City may require a note from a physician after two (2) or more consecutive days of absence if abuse of leave is suspected.

Section 4: Uses of Sick Time.

- For non-work related injuries and illnesses for self, spouse, children and parent.
- Medical, dental, optical, psychological, psychiatric or chiropractic examination or treatment.
- Qualifying Family and Medical Leave Act (FMLA) absences.
- Exposure to a contagious disease that would endanger others.
- Pregnancy.

Section 5: Accrual.

Sick time accrual begins from the date of employment. Full-time bargaining unit members accrue eight (8) hours per month (96 hours per year) and part-time bargaining unit members accrue four (4) hours per month (48 hours per year). There is no maximum amount of sick time that may be accrued.

Section 6: Sick Time Payment.

All bargaining unit members employed on or before the ratification date of this Agreement may be compensated for accrued, unused sick time according to the following schedule:

Years Employed	Payment Percentage
5 - 9	50%
10 - 14	60%
15 - 19	75%
20 +	100%

Bargaining unit members employed after the ratification date of this Agreement may be compensated for accrued, unused sick time according to the following schedule:

Years Employed	Payment Percentage
5 - 9	20%
10 - 14	30%
15 - 19	40%
20 +	50%

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 for full-time bargaining unit members, and 520 hours for part-time bargaining unit members.

Upon involuntary termination from the City service, all current and accumulated sick time will be forfeited by the bargaining unit member.

If a bargaining unit member does not use any sick time in a twelve (12) month anniversary period, the bargaining unit member may choose to convert eight (8) hours of sick time to vacation time, immediately following his/her anniversary date of employment.

Section 7: Fitness for Duty.

The City reserves the right to require proof of illness or disability and to have bargaining unit members submit to physical or psychological examinations. Bargaining unit members who cannot perform their job duties for physical or mental reasons shall have their job duties modified, be transferred to another position, be placed on a leave-of-absence, or separated from service at the discretion of the City. However, the City must begin with the least restrictive means prior to a bargaining unit member being placed on a leave-of-absence or separated from service.

- A. Proof of Illness - a physician's note shall serve as adequate proof.
- B. For Disability Claims - a physician's letter detailing the disability shall serve as adequate proof. Once a qualified disability is determined, the City will engage in an interactive process with the bargaining unit member as outlined under the American with Disabilities Act.

Section 8: Donated Sick Time.

Bargaining unit members may also receive donated sick time from any bargaining and non-bargaining unit employee. The bargaining unit member

making the donation shall be employed with the City for more than five (5) years. A bargaining unit member needs to have exhausted all of their accruals (sick, annual, personal) prior to any donated sick time being used. A bargaining unit member may only receive a maximum of twenty-four (24) hours per donor within a twelve (12) month period. The donated sick time may only be used for FMLA matters directly involving the member's serious health condition.

ARTICLE 14

PROBATIONARY PERIODS AND PERFORMANCE EVALUATIONS

Section 1: All classified status bargaining unit members shall receive a written evaluation from their immediate supervisor annually. Probationary bargaining unit members shall be evaluated on a more frequent basis. Initial probation shall be nine (9) months from date-of-hire. Promoted, reclassified, demoted or transferred bargaining unit members shall serve a probationary period.

Section 2: Bargaining unit members will be evaluated on their job performance and shall be expected to meet only performance standards as defined in their position description. All such performance standards will be job-related.

Section 3: A bargaining unit member who is not meeting all performance standards will be notified by his supervisor of the area(s) to be corrected prior to a performance evaluation.

Section 4: Bargaining unit members who do not meet performance standards in their overall rating and/or are denied a wage increase may request a review of the evaluation by his Department Head and the Director of Human Resources, or their respective designees. After the review process is completed the evaluation may be modified. Performance evaluations shall not be subject either to the grievance or arbitration procedures of this Agreement or the City's Personnel Rules and Regulations.

Section 5: A nine-member committee shall be formed comprising five (5) members selected by the FOPE and four (4) supervisors or managers appointed by the City to assist the Human Resources Department in developing a new performance evaluation system. The committee shall meet monthly through June 2015 to provide input to the Human Resources Department. The Human Resources department shall complete its work by July 1, 2015, at which time the parties agree to commence collective bargaining to replace the present performance evaluation system found in Appendix F with a new system to be implemented on October 1, 2015. In the event negotiations for a new system are unsuccessful, the parties agree to continue the use of the current performance evaluation system until September 30, 2016.

ARTICLE 15

PROMOTION/RECLASSIFICATION/TRANSFERS

Section 1: Management shall be required to post vacant positions in the Bargaining Unit, except those vacancies involving a re-organization, and when there is a non-disciplinary demotion.

The position shall be posted for a period of five (5) days, during which time the City shall take applications only from bargaining unit members on the prescribed form (Application for Posted Job, Appendix G).

Management may or may not appoint any bargaining unit applicant whenever it is determined to be in the best interest of the City.

If a bargaining unit member applicant does not fill the position as a result of this competitive process, management retains the right to fill the position as it deems fit.

Section 2: All postings shall include the requirements for the position and the starting rate. All postings shall be distributed to all City departments, appear on the City's Job Announcement board at City Hall, and appear on the City's website.

Section 3: The City of Port St. Lucie reserves the right to set all standards for promotion including criteria, implementation, and administration.

Section 4: Any bargaining unit member who is promoted, reclassified, demoted or transferred shall serve a ninety-(90) calendar day probationary period in the new position, except as outlined in the layoff provisions of Article 18. If at any time during this probationary period the bargaining unit member is found by the City, in its sole discretion, not to be suited for the position to which he was promoted, transferred or reclassified, he shall be returned to his former position without loss of seniority, and at his former base rate of pay.

If that former position is occupied, the bargaining unit member occupying that position will be displaced. The displaced bargaining unit member shall be considered laid off and, therefore, may exercise his bumping rights in accordance with Article 18.

Demoted employees who do not meet the ninety (90) calendar day probationary period shall be separated from service.

Section 5: Transfers:

A. The time frame for transfers shall be coordinated between the two affected Department Heads and the Director of Human Resources. A bargaining unit member may be transferred to another department with the same job classification and such transfer will not change the bargaining unit member's pay, anniversary date or classification date. Transfers may be voluntary or involuntary.

B. Voluntary Transfer. A non-probationary bargaining unit member may request in writing a transfer to a different position and/or location in the City pursuant to Section 1.

C. Involuntary Transfer. The City may transfer a bargaining unit member to fill the needs of the City; however, the City will make a good faith effort to take such action only when necessary to provide effective and efficient services.

Section 6: If a bargaining unit member is assigned, by his department head or his designee, to work as an acting supervisor for an entire shift, the member shall be paid an additional one and one-half (1.5) hours pay as additional regular compensation per day.

ARTICLE 16

SENIORITY

Section 1: The City agrees that city seniority shall consist of continuous, accumulated service, computed from the bargaining unit member's date-of-hire. Periods of contractual, seasonal and temporary employment shall not be calculated in determining city seniority.

For all bargaining unit members who are currently employed by the City, any periods of part-time employment will be calculated on a year-for-year basis (e.g., five (5) years of part-time employment equals 5 years of seniority). For any bargaining unit member hired after October 24, 2011, periods of part-time employment will be calculated at half the time of a full-time bargaining unit member (e.g., 5 years of part-time employment equals 2.5 years of seniority).

Classification seniority shall consist of continuous accumulated service, computed from the bargaining unit member's date of job classification.

Section 2: Seniority shall accumulate during leaves-of-absence due to injury, illness, vacation, or any other leave authorized and approved by the City.

Section 3: When conflicts arise in scheduling vacation leave and holidays, the bargaining unit member with the greatest classification seniority shall be given first consideration, unless there are extenuating circumstances or approval has been previously granted to a bargaining unit member with less seniority.

Section 4: Whenever bargaining unit members are provided choices and two (2) or more bargaining unit members make the same request, the bargaining unit member with the greatest City seniority shall prevail.

Section 5: Requests from two (2) or more bargaining unit members with the same classification seniority date, under the provisions of this Article, shall require that management review City seniority as the defining tie breaker with the employee(s) with the most City seniority being granted his choice. In the event that City seniority is the same, the decisions regarding these requests shall be at the discretion of the Department Head or his designee.

Section 6: In the event a City department implements, or already has in place, a bid shift selection process for its employees, classification seniority shall prevail with respect to shift selection, scheduling vacation and holiday leave.

Section 7: During reduction-in-force situations, bargaining unit employees who are veteran preference-eligible, as determined by Florida Statutes, shall have one (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.

ARTICLE 17

SAFETY

Section 1: The City will make reasonable efforts to provide bargaining unit members with a safe working environment.

Section 2: Any authorized City Safety Committee shall include the participation of a FOPE Representative, at the FOPE's option.

Section 3: No bargaining unit member shall be required to work more than sixteen (16) consecutive hours, or shall volunteer for additional hours, if either would result in the bargaining unit member not receiving eight (8) hours of off-duty time, except during a civil emergency.

Section 4: 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 state and federal law.

The City and the FOPE shall adhere to the provisions governing the Drug Testing and Substance Abuse Policy Program, which is incorporated herein by this reference.

The City also reserves the right to require bargaining unit members holding the following positions to submit to random drug testing -- Maintenance Mechanics Water/Wastewater Maintenance, Crime Scene Investigators, Crime Technician Specialist, Evidence Technicians, Equipment Operators, Heavy Equipment Operators, Traffic Safety Technicians, and Traffic Signal Technicians. For random testing purposes, drugs are defined as amphetamines; cannabinoids; cocaine; phencyclidine (PCP); hallucinogens; methaqualone; opiates; barbiturates; benzodiazepines; synthetic narcotics; designer drugs; metabolites of any of the substances listed herein; or any other drug deemed to be illegal by any federal, state, or local law or regulation at levels provided for by applicable law.

A scientifically valid and impartial random selection procedure shall be developed and implemented by the City. This procedure shall randomly select each affected member at least once each calendar year, but no more than four (4) times during the effective period of this agreement. The notification of selection and administration of testing shall occur just before, during, or just after the noticed member's shift.

ARTICLE 18

LAYOFF AND RECALL

Section 1: The City Manager or his designee may lay off a bargaining unit member(s) when it is deemed necessary by reason of shortage of funds, lack of work, the abolition of a position, material changes in the duties as described in the position description, or for other legitimate reasons. In such cases, the affected bargaining unit member(s) shall receive at least a seven (7) calendar day notice. The duties performed by any bargaining unit member laid off may be reassigned to other bargaining unit members in the same classification.

Section 2: When it becomes necessary for the reasons in Section 1 to reduce the number of bargaining unit employees within a given classification, city seniority as defined in Article 16 shall be conclusive. If a bargaining unit member has been given notice of an impending layoff in accordance with Section 1 of this Article, he may elect to utilize the following process:

I. A bargaining unit member with greater seniority may "bump" a bargaining unit member with the same classification with less seniority, provided the senior bargaining unit employee is qualified.

II. If an employee is unable to bump within his classification, the member may bump into any formerly held (lateral or lower) classification if applicable, provided the bargaining unit member is qualified.

III. In the event the bargaining unit member is unable to bump within his classification or into a formerly held position, a bargaining unit member with greater seniority may "bump" a bargaining unit member in a lower classification with the least seniority within the bargaining unit, provided that the senior bargaining unit employee is qualified to perform the requirements of the position. If the bargaining unit member is unqualified for the position occupied by the least senior bargaining unit member, Human Resources will review the list and place the bargaining unit member in the most appropriate qualified position using the "last hired, first out" principle.

The bargaining unit member has two (2) calendar days after receiving notice to make his/her selection(s) pursuant to Section 2(I) and/or (II). Upon request, the member may request an extension up to an additional three (3) calendar days. Requests shall not be unreasonably denied. The City will process the request no later than five (5) calendar days thereafter. If Section 2(I) and (II) do not result in a bump, a bump pursuant to Section (III) shall occur within five (5) calendar days.

Qualifications shall be determined by the management of the department of the less senior bargaining unit employee and the Director of Human Resources or designee. A bargaining unit member who has successfully bumped into a new position shall have his pay adjusted in accordance with Article 10, Section 3.

Section 3: Employees who have been laid off shall be recalled in seniority order (from most senior to least senior). The City will offer recall for up to one year from the date of separation to laid-off bargaining unit members by certified mail to the bargaining unit member's last known address. If the

laid-off bargaining unit member fails to respond in writing to the Human Resources Department within ten (10) calendar days after the mailing of the certified notice, the bargaining unit member shall be considered as no longer interested in City employment.

Section 4: If two (2) or more bargaining unit members with the same city seniority are subject to the provisions of this article, classification seniority shall serve as the tie-breaker.

Section 5: Bargaining unit members who successfully exercise their right to bump, in accordance with Section 2, shall serve a ninety (90) calendar day probationary period in the new position unless he held that same position within the previous one (1) year. If at any time during this probationary period the bargaining unit member is not meeting all performance standards, he will be immediately notified by his supervisor of the area(s) to be corrected prior to the probationary period evaluation(s). If the issue(s) is not corrected, the City, in its sole discretion, will deem the employee not suited for the position and automatically remove him from the position. In such cases, the employee will be considered laid off. Layoff status will afford the employee a second (and final) opportunity to exercise his bumping rights as detailed in Section 2, and successfully complete probation. If the employee fails to complete probation during this final opportunity, he shall be separated from service and placed on the recall list.

ARTICLE 19

DISCIPLINE

Section 1:

- A. Non-Probationary bargaining unit members shall not be discharged or disciplined without just cause, which must be substantiated by a preponderance of evidence. Newly-hired probationary bargaining unit members do not have the right to grieve termination.
- B. Bargaining unit members may request the attendance of one (1) authorized representative during an investigatory meeting with the member or during a meeting imposing discipline.
- C. Bargaining unit members shall cooperate in all investigations, when requested. Failure to cooperate may result in disciplinary action.

Section 2: 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 investigate allegations, the parties agree that if management needs to interview a bargaining unit member and the bargaining unit member reasonably believes that discipline may result; the investigation shall be conducted as follows:

- A. Bargaining unit members subject to disciplinary investigations may be represented by any individual of their choice at the bargaining unit member's expense, who may be present at all times during any meeting in which the bargaining unit member is being questioned relative to alleged misconduct that could result in disciplinary action. The representative(s) chosen must be available within twenty-four (24) hours of the scheduled meeting, or the bargaining unit member must choose another representative or proceed without a representative. The above-mentioned time frames may be extended by mutual agreement in writing.
- B. Prior to questioning a bargaining unit member, the member will be presented a copy of a written complaint, if any. Management shall document verbal complaints and provide the bargaining unit member a copy, prior to initiating an investigation.
- C. The representative shall be permitted to exercise the right established by NLRB v. Weingarten, 420 U.S.251.
- D. Prior to questioning, the bargaining unit member and his representative(s), if any, shall be provided copies of any statements or recordings concerning the allegation(s) or complaint(s).
- E. Within ten (10) working days after completion of the investigation, the person responsible for conducting the investigation shall issue a written report to the Director, Human Resources documenting the facts discovered during the investigation. Upon receipt, the Human Resources Department

shall provide a copy to the FOPE.

- F. The report will reflect whether or not the bargaining unit member should receive instruction and cautioning, or whether or not there is just cause for disciplinary action.
- G. Bargaining unit members relieved from duty during an investigation shall be placed on paid administrative leave, except for circumstances outlined in Article 9, Section 7.
- H. No bargaining unit member shall be required to submit to any device that is designed to measure truthfulness.
- I. Whenever a bargaining unit member is called to provide testimony in an investigation, that time shall be considered time worked for the purpose of computing overtime.

Management is not compelled to conduct any investigation prior to instruction and cautioning or initiating disciplinary action.

Section 3: Resolution of Investigation

- A. The Department Head or his designee shall meet with the employee no sooner than twenty four (24) hours after providing the employee a copy of the investigation report for the purpose of resolution of the allegation(s).
- B. At the resolution meeting, the employee will be advised by management as to whether discipline will be imposed.
- C. The FOPE shall be advised of the resolution meeting at the same time the employee is advised, and shall be permitted to attend as a witness to insure the integrity of the collective bargaining agreement is upheld.
- D. Any one of the following four (4) disciplinary measures may be imposed.

- Written reprimand
- Demotion
- 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.)
- Dismissal

E. Bargaining unit members shall have the right to sign and respond in writing to all disciplinary actions. Responses to disciplinary actions shall be placed in the bargaining unit member's personnel file.

F. Written reprimands and/or Instruction and Cautioning (i.e., a non-disciplinary supervisor conference) memoranda will be considered expired if the bargaining unit member is not disciplined for the same or similar offense during the succeeding thirty six (36) months.

Section 4: Bargaining unit members may request a representative(s) during any meeting where discipline will be imposed. The representative shall attend the meeting as a witness and shall not participate in or otherwise interfere with the meeting.

Section 5: Imposition of Discipline

Bargaining Unit members shall not be required to submit their wages or other payment to the City as a result of a disciplinary action, which is a suspension of more than three (3) days, or a demotion, without first being afforded the opportunity to utilize the grievance article contained in this Agreement. In the case of a demotion, the employee shall be demoted immediately, but, shall retain his current salary until Step III of the grievance process is completed. However, if the grievance has not been resolved by the conclusion of Step III, then the employee shall serve the discipline and the FOPE may elect to go to arbitration.

Furthermore, written reprimands, suspensions of less than three (3) days involuntary demotions and dismissals shall be served immediately and shall be subject to the grievance process.

If a written reprimand and/or suspension of less than three (3) days are to be rescinded, the City shall place a document attached to the discipline stating the details of the final action.

In the case of dismissal, the employee shall be dismissed immediately, but be afforded the ability to utilize the grievance process.

However, this section shall not apply to any offsets to final remuneration upon separation from employment.

ARTICLE 20

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 member(s) or the FOPE concerning the application, interpretation or alleged violation of any article of this Agreement. A bargaining unit member's complaint or concern 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.

A bargaining unit member may use either the grievance procedure set forth in this Agreement or the grievance procedure set forth in the City's Personnel Rules and Regulations. Upon submission of a grievance at Step I, a bargaining unit member shall disclose in writing which grievance procedure he is pursuing. Under no circumstances shall the bargaining unit member or FOPE be permitted to change the grievance procedure under which the initial grievance was filed, or to file the same grievance under both procedures.

In matters involving a grievance, an authorized representative of the FOPE shall be given the opportunity to be present at any meeting called for the resolution of such grievance.

If a bargaining unit member decides not to be represented by an authorized representative of the FOPE, any adjustment of the grievance shall be consistent with the terms of this Agreement.

As used in this article, the term "bargaining unit member" shall also mean a group of bargaining unit members having the same grievance. In such event, the authorized FOPE representative shall be designated to act as spokesperson and be responsible for processing this grievance.

The term "days" as used in this article shall mean calendar days. If a bargaining unit member is on a pre-approved leave (i.e., leave requested and granted at least 48 hours in advance), the time frames shall be extended until such time that the bargaining unit member has returned from said approved leave.

Section 2: Grievance Procedures.

2.1 Grievances shall be presented in writing on the prescribed form, attached hereto as Appendix H and incorporated herein. However, a grievance shall not be dismissed or not considered based solely on the fact that the grievance form was not completed correctly. Time limits shall be extended up to two (2) business days to allow the grievant to correct the grievance form. To the extent possible, the City will provide an adequate supply of grievance forms at all worksites.

2.2 Every effort will be made by the parties to settle any grievance as expeditiously as possible.

2.3 It shall be the responsibility of the bargaining unit member or FOPE to present the written grievance at each step. If the bargaining unit member or FOPE does not bring the grievance to the next step within the stated time limits, the grievance shall be considered conclusively abandoned. Any grievance not answered by Management within the prescribed time limits shall automatically proceed to the next step.

2.4 Grievances shall be presented in writing stating the cause of the grievance, the Article number that was allegedly violated and the suggested resolution to the grievance, in the following manner:

Step I: The bargaining unit member and/or his representative shall first submit the grievance in writing to the Human Resources Director or designee, within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the bargaining unit member became knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time when the bargaining unit member(s) were on annual leave, sick leave, or other compensated leave, the ten(10) calendar days period shall commence running immediately upon the bargaining unit member's return from such compensated leave. The Human Resources department shall then give the grievance to the member's supervisor in a timely manner. The Supervisor may within ten (10) calendar days of receipt of the grievance meet with the bargaining unit member to discuss the grievance. The supervisor shall within ten (10) calendar days of receipt of the grievance render his written decision. A copy of the decision will be sent to the FOPE and to the Director, Human Resources. The above-mentioned time frames may be extended by mutual agreement in writing. The attached Appendix I may be used for that purpose.

Step II: (a) Any grievance not satisfactorily settled at Step I may be forwarded by the grieving party to the Human Resources Director or designee within ten (10) days from the date the Supervisor has rendered his decision. The Human Resources department shall then give the grievance to the member's Department Head in a timely manner. The Department Head or his designee shall within ten (10) days of receipt of the grievance meet with the member to discuss his grievance. The Department Head or his designee shall within ten (10) calendar days of receipt of the grievance render his decision in writing. A copy of the decision will be sent to the FOPE. The above-mentioned time frames may be extended by mutual agreement, in writing.

Step II: (b) Where a grievance is general in nature, in that it applies to a number of bargaining unit members, rather than a single bargaining unit member, or if the grievance is directly between the FOPE and the City, such grievance shall be presented by the authorized FOPE representative in writing directly to the Director, Human Resources, within ten (10) calendar days of the authorized FOPE representative becoming knowledgeable of the occurrence of the event(s) which gave rise to the grievance. The Director, Human Resources shall meet with the respective Department Head(s) and within ten (10) calendar days of that meeting, they will render their decision in writing. The Director, Human Resources shall meet with the FOPE Representative prior to rendering the written decision. A copy of the decision will be sent to the FOPE. The above-mentioned time frames may be extended by mutual agreement, in writing. For purposes of this section, the FOPE representative is any of the authorized representatives.

Step III: Any grievance not settled at Step II may be forwarded by the grievant to the City Manager via the Human Resources Director or designee within ten (10) calendar days from the date the Department Head has rendered his written decision. The City Manager shall, within ten (10) calendar days after receipt of the grievance, meet with the bargaining unit member(s) and his representative. The City Manager shall within fifteen (15) calendar days of that meeting render his decision in writing. A copy of the decision will be sent to the FOPE. The above-mentioned time frames may be extended by mutual agreement, in writing.

ARTICLE 21

ARBITRATION

Section 1: Definitions and Clarifying Statement

1.1. Grievances not settled in Step III of the grievance procedure set forth in Article 20 of this Agreement are hereinafter referred to as arbitrable grievance(s). The foregoing reference does not, however, prevent a challenge to the arbitrability of a grievance.

1.2. The FOPE or a bargaining unit member (hereinafter called ("Requester")) may request that an arbitrable grievance be submitted to arbitration within twelve (12) working days after the City Manager or his designee renders a written decision on the grievance. A request for an arbitrator panel shall simultaneously be sent to the Federal Mediation and Conciliation Service by the requester.

1.3. The time limitations set forth herein must be strictly adhered to and time is of the essence. Failure by the party requesting arbitration to abide by the time limitations stated herein will result in the grievance being conclusively abandoned. An extension may be sought but must be mutually agreed upon and in writing.

Section 2: Procedures

2.1. The City and the Requester 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 thirty (30) 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 submit its own statement of the grievance to the arbitrator and/or accept service of witness subpoenas. The arbitrator will confine his consideration and determination to the written statement of the grievance as presented. The authority of the arbitrator shall be limited to a determination as to whether or not the contractual rights of an employee or a group of employees have been violated by the City as applied to the specific grievance referred to him for arbitration. The arbitrator shall fashion an appropriate remedy consistent with the terms of the Agreement.

The requester and the City will utilize the Federal Mediation and Conciliation Service. Each party, commencing with the Federation of Public Employees, a Division of the National Federation of Public and Private Employees, AFL-CIO, alternates in the striking of a name with the remaining name notified of his selection as arbitrator.

2.2. The requester and City agree that any challenge to the arbitrability of the grievance shall be expeditiously resolved prior to any hearing concerning the merits. In such a case, an arbitrator shall be selected from a FMCS panel in the manner described above and issue a bench decision to resolve the arbitrability dispute.

2.3. 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 an arbitrable 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 applicable rules and regulations promulgated by the Federal Mediation and Conciliation Service.

2.4. Each party shall bear the expense of its own witness (es) and of its own representatives for purposes of the arbitration hearing. The City shall provide a room for the purpose of conducting the arbitration hearing. The City and the Requester shall share the impartial arbitrator's fees and related expenses equally. Any party desiring a transcript of the hearing shall bear the cost of such transcript.

2.5. 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.

2.6. Consistent with the provisions of the Florida Public Employees Relations Act, Chapter 447, Florida Statutes, 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. Any such award which contravenes or is not in compliance with the provisions of this paragraph shall be null and void.

The parties agree that arbitration constitutes the final and binding resolution of the grievance procedure.

ARTICLE 22

SAVINGS CLAUSE

If any article, section, provision, term or condition 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, sections, portions, provisions, terms or conditions of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to meet within forty five (45) days after each party receives actual written notice of the invalidity, illegality or unenforceability of the article, section, portion, provision, terms or conditions of this Agreement to bargain, if necessary, concerning that article, section, portion, provision, term or condition or found to be invalid, illegal or unenforceable. The failure to reach any agreement shall have no effect on the other articles, sections, provisions, terms or conditions of this Agreement, which shall remain in full force and effect for the duration of this Agreement.

ARTICLE 23

SERVICE TO THE FOPE

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

- A. Current Final Budget
- B. Current Personnel Rules and Regulations
- C. Current Safety Manual
- D. Proposed Budget
- E. Minutes of Negotiation Sessions
- F. Minutes of City Council Meetings

ARTICLE 24

DURATION

Section 1: This Agreement shall continue in full force and unchanged from the date of ratification through September 30, 2016.

Section 2: In the event either party hereto desires to negotiate a successor agreement, said party shall serve upon the other party its written request no later than February 1, 2016.

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

Section 4: In the event neither party submits a written request to negotiate a successor agreement by February 1, 2016, this agreement shall remain in effect for one (1) additional year.

Milton R. Collins, Assistant City Attorney	DATE
Daniel Segui, Deputy Dir., Utility Systems	DATE
Sherman Conrad, Dir. Parks & Recreation	DATE
Joel A. Dramis, Building Official	DATE
James Angstandt, Interim Public Works Dir.	DATE
David K. Pollard, Dir. OMB	DATE
William B. Vega, Assistant Chief of Police	DATE

Appendices for FOPE Collective Bargaining Agreement

<u>APPENDIX</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
Appendix A	Certification of Collective Bargaining Unit	1
Appendix B	Dues Deduction	2
Appendix C	Leave Bank	5
Appendix D	Pre-Approval Form	19
Appendix E	Health Rebate Spreadsheet	22
Appendix F	Evaluation Form(s)	30
Appendix G	Application for Posted Job	31
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APPENDIX A

STATE OF FLORIDA

PUBLIC EMPLOYEES RELATIONS COMMISSION

FEDERATION OF PUBLIC
EMPLOYEES, A DIVISION OF THE
NATIONAL FEDERATION OF PUBLIC
AND PRIVATE EMPLOYEES, AFL-CIO,

Petitioner,

v.

CITY OF PORT ST. LUCIE,

Respondent,

v.

COASTAL FLORIDA PUBLIC
EMPLOYEES ASSOCIATION, INC.,

Intervenor.

Case No. EL-2013-032
(Relates to RC-2013-015)

VERIFICATION OF ELECTION
RESULTS; CERTIFICATION
OF EXCLUSIVE COLLECTIVE
BARGAINING REPRESENTATIVE AND
REVOCAION OF CERTIFICATION

Order Number: 14E-025
Date Issued: January 27, 2014

Kathleen M. Phillips, Miami, attorney for petitioner.

Milton R. Collins, Port St. Lucie, attorney for respondent.

Sarah J. Epifanio, Daytona Beach, attorney for intervenor.

A secret ballot election was conducted January 8, 2014, through January 9, 2014, in the following unit:

INCLUDED: All regular full and part-time non-professional employees of the City of Port St. Lucie including those in the following classifications: Accounting Clerk; Administrative Assistant*; Administrative Secretary*; Animal Control Officer; Animal Control Trainee; Aquatic Specialist; Assistant Manager; Assistant Supervisor; Budget Analyst; Building Facility Maintenance Worker; Building Construction Inspector; Building/Facilities Maintenance Supervisor; Building Permit Specialist; Building/Facilities Worker; Building/Facilities Leader; Business License Administrator; Business Tax Coordinator;

EL-2013-032
(Relates to RC-2013-015)

Business Tax Specialist; Buyer; CADD Operator; CADD Technician; Carpenter; Carpenter Building Maintenance; Chief Plant Operator; City Volunteer Specialist; Civilian Traffic Accident Investigator; Code Compliance Specialist; Community Service Redevelopment Coordinator; Compliance Supervisor-Safety; Construction Coordinator; Construction Inspector; Contracts Facilitator; Contracts Specialist; Coordinator; Coordinator Contractor, Lic.; Coordinator, System Planning; Court Liaison; Crew Leader; Crew Leader, Various Departments; Crime Analyst; Crime Prevention Specialist; Crime Scene Technician; Customer Service Leader; Customer Service Specialist; Deputy City Clerk; Deputy City Clerk Supervisor; Domestic Violence Case Manager; Electrical Inspector; Electrical Maintenance Technician; Electrician; Electrician, Building Maintenance; Engineering Inspector; Engineering Technician; Engineering CADD Technician; Equipment Operator; Equipment Operator P&R; Event Leader; Event Specialist, Civic Center; Evidence Technician; Evidence Technician, P.S.A.; Facilitator, Building Department; Fiber Optic Technician; Field Technician; Financial Specialist; (Latent) Fingerprint Examiner; Fitness Center Coordinator; GIS Coordinator; GIS Technician; GIS Technician, Addressing; Graphics Coordinator; Heavy Equipment Operator; HVAC Maintenance Technician; Inspector; Inspector Public Works; Instrument & Electrician Technician; Irrigation Specialist; Juvenile Counseling Specialist; Juvenile Services Specialist; Laboratory Technician; Lead Plant Operator; Licensing Investigator; Maintenance Mechanic; Maintenance & Safety Coordinator; Maintenance Technician; Maintenance Worker; Mapping Technician; Mechanic, Golf Course; Meter Reader; Meter Reader Leader; Mowing and Aquatic Spraying; Neighborhood Services Officer; Network Administrator; Network Administrator, Crimes; Network Technician; Nuisance Abatement Coordinator; Occupational Licensing Specialist; Office Assistant*; Operator/Receptionist; PC Computer Technician; PC Technician; PC Support Specialist, MIS; P/T Hospitality Attendant; P/T Maintenance Worker; P/T Park Attendant; P/T Recreation Aide; Park Leader; Park Supervisor; Parks Maintenance Worker; Parks Operations Supervisor; Planner; Planning Technician; Plans Examiner; Plant Operator "A"; Plant Operator "B"; Plant Operator "C"; Plant Operator Trainee; Plumber; Plumber Inspector; Plumber, Building Maintenance; Police Fleet Radio System Coordinator; Police Service Aide; Procurement Card Administrator; Program Assistant (P.A.L.);

Program Facilitator; Programmer/Applications Developer; Project Coordinator; Project Coordinator, Various; Records Analyst; Records Clerk; Records Specialist; Records Specialist, Police; Recreation Aide; Recreational Aide PT; Recreation Leader; Recreation Specialist; Recreation Supervisor; Safety Inspector; Safety & Maintenance Coordinator; Safety and Training Coordinator; Secretary*; Special Events Coordinator; Special Projects Coordinator; Streets and Traffic Safety; Substitute P.S.A.; Supervisor, Various Departments; Survey Inspector; Survey Instrument Technician; Survey Worker; Systems Analyst; Systems Analyst Records Administrator; Traffic Engineering Technician; Traffic Operations Electrician; Traffic Safety Technician; Traffic Signal Analyst/Operator; Traffic Signal Technician; Traffic Signal Specialist; Turf/Landscape Specialist; Utilities Inspector; Utility Electrician; Utility Systems Mapping Technician; Mapping Technician; Vehicle & Equipment Maintenance Coordinator; Victim Assistant Coordinator; Video Production Specialist; Volunteer Coordinator; Warehouse Technician; Web Technician; WTR District System Operator 3.

*Employees in certain positions within this classification have been excluded from the bargaining unit as confidential (see attachment B).

EXCLUDED: All other City of Port St. Lucie employees including: managerial (see Attachment A), confidential (see Attachment B), employees having a supervisory conflict of interest (see Attachment C), professional employees (see Attachment D), sworn police officers, and seasonal, temporary, and contractual employees.

The election results are as follows:

1. Approximate number of eligible voters	<u>550</u>
2. Void ballots	<u>3</u>
3. Votes cast for Petitioner	<u>211</u>
4. Votes cast for Intervenor	<u>66</u>
5. Votes cast against participating organization(s)	<u>9</u>
6. Valid votes counted	<u>286</u>
7. Challenged ballots	<u>0</u>
8. Valid votes counted plus challenged ballots	<u>286</u>
9. Challenges are not sufficient to affect the results of the election.	

EL-2013-032
(Relates to RC-2013-015)

The Commission VERIFIES the results of the election conducted January 8, 2014, through January 9, 2014. The Federation of Public Employees, a Division of the National Federation of Public and Private Employees, AFL-CIO, received a majority of the valid votes plus challenged ballots.

Pursuant to Section 447.307(3)(b), Florida Statutes, the Commission CERTIFIES the Petitioner (OR-94-014) as the exclusive bargaining representative for employees in the unit described above. Certification number 1831 is issued to the Federation of Public Employees, a Division of the National Federation of Public and Private Employees, AFL-CIO.

Certification number 1329, previously issued to the Coastal Florida Public Employees Association, Inc., is hereby revoked.

This order may be appealed to the appropriate district court of appeal. A notice of appeal must be received by the Commission and the district court of appeal within **thirty** days from the date of this order. Except in cases of indigency, the court will require a filing fee and the Commission will require payment for preparing the record on appeal. Further explanation of the right to appeal is provided in Sections 120.68 and 447.504, Florida Statutes (2013), and the Florida Rules of Appellate Procedure.

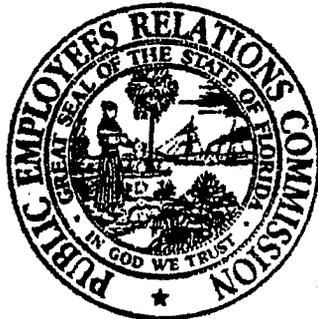
It is so ordered.

HOGAN, Chair, DELGADO and POOLE, Commissioners, concur.

I HEREBY CERTIFY that this document was filed and a copy served on each party on January 27, 2014.

BY: Barry Edmund
Clerk

/bjk



ATTACHMENT A
Managerial Employees

<u>Position</u>	<u>Department</u>
Assistant Chief of Police	Police
Assistant City Engineer	Engineering
Assistant City Manager	City Manager
Assistant Director	Finance
Assistant Director	Planning & Zone
Assistant Director	Utilities
Assistant Director, Community Services	Administrative Services
Assistant Operations Manager	Utilities
Building Official	Building
Chief Building Inspector	Building
Chief of Police	Police
City Attorney	Legal
City Clerk	City Clerk
City Engineer	Engineer
City Manager	City Manager
Community Services Director	Administrative Services
Deputy City Manager	Administrative Services
Deputy Director, Building	Building
Deputy Director, O.M.B.	O.M.B.
Deputy Director, Parks	Parks & Rec
Deputy Director, Public Works	Public Works
Deputy Director, Recreation	Parks and Rec
Deputy Director, Utilities	Utilities
Director of Community Relations	Administrative Services
Director of Community Services	Administrative Services
Director of Human Resources	Administrative Services
Director of M.I.S.	M.I.S.
Director of O.M.B.	O.M.B.
Director of Parks and Rec.	Parks & Rec
Director of Planning and Zoning	Planning & Zoning
Director of Public Works	Public Works
Director of Utility Systems	Utilities
Finance Director/City Treasurer	Finance

ATTACHMENT B
Confidential Employees

<u>Position</u>	<u>Department</u>
Administrative Assistant	Administrative Services
Administrative Assistant	Assistant City Manager
Administrative Assistant	City Manager
Administrative Assistant	City Manager/City Council
Administrative Secretary	Administrative Services
Administrative Secretary	Police Chief
Assistant City Clerk	City Clerk
Assistant to City Treasurer	Finance
Benefits Coordinator	Administrative Services
Budget Specialist	O.M.B. Utilities
City Accountant	Finance
Claims Coordinator	Administrative Services
Data Communications Analyst	Utilities
Executive Assistant	City Manager
Financial Analyst	Finance
Financial Systems Communications Analyst	Finance
Human Resources Analyst	Administrative Services
Legal Assistant	Legal
Legal Secretary	Legal
Manager	Police
Office Assistant	Administrative Services
Office Manager	Legal
Project Manager	Police
Public Information Officer	Police
Recruitment Coordinator	Administrative Services
Risk Management Analyst	Administrative Services
Safety Coordinator	Administrative Services
Secretary to City Attorney	Legal
Secretary to City Council	City Manager

ATTACHMENT C
Supervisory Employees

<u>Position</u>	<u>Department</u>
Administrator, Neighborhood Services	Police
Administrator, P.S.A.	Police
Administrator, Records/Systems Analyst	Police
Animal Control Supervisor	Police
Business License Coordinator	Building
Chief Plans Examiner	Building
Code Enforcement Supervisor	Police
Construction Inspector Supervisor	Engineering
Customer Service Manager	Utilities/Finance
Customer Service Supervisor	Utilities/Finance
Manager, Maintenance	Utilities
Office Manager	Engineering
Office Manager	Finance
Office Manager	M.I.S.
Office Manager	Parks and Recreation
Office Manager	Public Works
Office Manager	Utilities
Operations Supervisor	Parks and Recreation
Recreation Manager	Parks and Recreation
Stormwater Maintenance Services Manager	Public Works
Superintendent	Utilities
Supervisor	Public Works
Supervisor, Billing	Utilities/Finance
Supervisor, Compliance	Public Works
Supervisor, Compliance	Utilities
Supervisor, Inspectors	Utilities
Supervisor, Maintenance	Utilities
Supervisor, Water Distribution and Waste Water Collection	Utilities
Supervisor, Neighborhood Services	Police
Supervisor, Systems Support	Utilities/Engineering
Supervisor, Turf and Landscape	Parks and Recreation
Survey Supervisor	Engineering
Survey Supervisor	Public Works
Technical Services Manager	Utilities
Warehouse Manager	Public Works

ATTACHMENT D
Professional Employees

<u>Position</u>	<u>Department</u>
Assistant City Attorney	Legal
City Surveyor	Engineering
Civil Engineer	Utilities, Engineering, and M.I.S.
Engineer	M.I.S.
Engineering Intern	Engineering
GIS Administrator	M.I.S.
Network Engineer	M.I.S. and Public Works
Staff Attorney	Legal
System Development Engineer	Public Works
Traffic Engineer	Engineering
Utilities System Manager	Utilities

APPENDIX B



Federation of Public Employees

A Division of National Federation of Public and Private Employees (AFL-CIO)
An Affiliate of District 1 – MEBA (AFL-CIO)
1700 NW 66th Avenue, Suite 100, Plantation, Florida 33313
Phone: (954) 797-7575 ~ Fax: (954) 797-2922

- Application for Membership or
- Notice of New Employment

Employer _____ Recruited by _____ Hire Date _____

I hereby apply for membership in the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 – MEBA (AFL-CIO). In so doing, I agree and promise to faithfully obey the Constitution and By-Laws and to conform to all the rules of the Federation, pending the final acceptance as a member.

Further, I attest that I do not believe in, and am not a member of, nor do I support any organization that believes in or teaches the overthrow of the United States government, by force or by illegal or unconstitutional methods. I certify that the statements in this application are true.

I further designate the beneficiary identified below for purposes of any and all union sponsored benefits unless otherwise designated on a separate form specific to that benefit:

(Please Print or Type)

Name (print) _____ Home Ph. _____ Cell Ph. _____
Last First Middle area code number area code number

Birth date: _____ Soc. Security #: _____ Employee # _____

Job Classification: _____ Marital Status: _____ male female

Address: _____
Street Apt. # City State Zip Code

E-Mail Address _____

Previous Membership: Date Withdrawn: _____

Your Signature: _____ Date Signed: _____

Closest Living Relative: _____ Relationship: _____

Beneficiary: _____ Relationship: _____

Please circle your shirt size: S M L XL XXL XXXL

Authorization to Deduct

To (My Employer)

I hereby assign to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 – MEBA (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 Federation and become due to it as my membership dues in said Federation.

This assignment, authorization and direction shall be revocable at any time upon thirty (30) days written notification to my employers and the Federation.

Dues, contributions or gifts to the Federation of the Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 – MEBA (AFL-CIO), are not deductible as charitable contributions for Federal Income Tax purposes. Dues paid to the Federation of Public Employees, a division of the National Federation of Public and Private Employees (AFL-CIO), an affiliate of District 1 – MEBA (AFL-CIO), however, may qualify as business expenses and may be deductible in limited circumstances subject to various restrictions imposed by the Internal Revenue Code.

Department/Location: _____ Name (print): _____

Work and/or Pager #: _____ Name (signature) _____

Soc. Security #: _____ Today's Date: _____

PUB. revised 02/14/11

For Office Use Only

Date Approved by DIC: _____ Date Approved by Membership: _____ Representative's Signature: _____

FEDERACION DE EMPLEADOS PUBLICOS

UNA DIVISION DE LA FEDERACION NACIONAL DE EMPLEADOS
PUBLICOS Y PRIVADOS (AFL-CIO)
Afiliados del 1er Distrito - MEBA (AFL-CIO)
1700 N.W. 66TH AVENUE, SUITE 100, PLANTATION, FLORIDA 33313
PHONE: (954) 797-7575 FAX: (954) 797-2922

APLICACION PARA MEMBRESIA

LUGAR DE EMPLEO: _____ RESULTADO POR: _____ FECHA PRIMER DIA
DE EMPLEO: _____

Por la presente estoy aplicando para la membresia en la Federacion Nacional de Empleados Publicos y Privados (AFL-CIO), afiliados al 1 er Distrito - MEBA (AFL-CIO). Haciendolo, acepto y prometo cumplir fielmente con la Constitucion y los estatutos y cumplir con todas las reglas de la Federacion, esperando que me acepten como un miembro mas.

Yo declaro que no creo en, ni soy miembro de ninguna otra organizacion, ni apoyo a ninguna otra organizacion que cree en o enseñan a otras personas que esten en contra del gobierno de los Estados Unidos. Tambien prometo que toda la informacion en esta aplicacion es correcta y verdadera.

(Por favor escriba en letra de imprenta o a maquina)

Nombre : _____ Telefono _____
Apellido Nombre 2do Nombre Domicilio: _____
(Area) Numero

Fecha de Nacimiento: _____ Numero de Seguro Social: _____

Clasificacion de Trabajo: _____ Estado Civil: _____ Masculino Femenino

Direccion de Domicilio: _____
Calle Ciudad Estado Codigo Postal

Previa Membresia / Fecha de Retiro: _____

Su Firma: X _____ Fecha: _____

Nombre de un familiar cercano: _____ Relacion: (ie: Esposo/a, Hijo/a, etc.) _____

Beneficiario: _____ Relacion: _____

Por favor marque la medida de su camiseta: S M L XL XXL XXXL

A (Mi Empleador):

AUTORIZACION DE DEDUCCION

Por la presente asigno a la Federacion Nacional de Empleados Publicos, una division de la Federacion Nacional de Empleados Publicos y Privados (AFL-CIO), afiliados del 1er Distrito - MEBA (AFL-CIO), deducir de cualquier sueldo ganado o por ganar por mi, como su empleado, el monto de las cuotas como actuales o las que posteriormente sean establecidas por la Federacion y que se conviertan en una obligacion con ella como cuotas de membresia en dicha Federacion.

Las cuotas, contribuciones u obsequios, a la Federacion de Empleados Publicos, una division de la Federacion Nacional de Empleados Publicos y Privados (AFL-CIO), afiliados del 1er Distrito - MEBA (AFL-CIO), no son deducibles como contribuciones caritativas para efectos de impuestos federales a la renta. Las cuotas pagadas a la Federacion de Empleados Publicos, una division de la Federacion Nacional de Empleados Publicos y Privados (AFL-CIO), afiliados del 1er Distrito - MEBA (AFL-CIO) sin embargo pueden calificar como gastos del negocio y podrian ser deducibles en circunstancias limitadas y sujetas a diferentes restricciones impuestas por el codigo de renta interna.

Departamento / Ubicacion _____

Nombre: (En letra imprenta) _____

Telefono Oficina y / o Numero de Beeper _____

X _____
Su Firma

Numero de Seguro Social _____

Fecha _____

Por favor envie su aplicacion original a la Federacion por correo. No podemos aceptar aplicaciones por Fax.

NOTAS DE LA OFICINA: (Por favor no escriba abajo)

_____ Date Approved by Membership

_____ Record Number

_____ Representative's Signature

APPENDIX C

CITY OF PORT ST. LUCIE - FOPE VOLUNTARY ANNUAL LEAVE DONATION - LEAVE BANK USAGE FORM

<u>VOLUNTARY ANNUAL LEAVE DONATION</u>	<u>LEAVE BANK USE REQUEST</u>
<p>I, _____, hereby irrevocably and voluntarily authorize the donation of _____ hours of my accrued leave to the leave bank (hereinafter the "Bank") contemplated and established in the Collective Bargaining Agreement executed by the FOPE and the City of Port St. Lucie. I understand that my donated leave will only be used to pay FOPE bargaining team representatives to attend mutually scheduled negotiation sessions or attend union business.</p> <p>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.</p> <p>Employee Signature: _____</p> <p>Date: _____</p>	<p>Pursuant to Article 4, Section 5 of the Collective Bargaining Agreement I, _____, hereby request the use of _____ hours from the leave bank (hereinafter the "Bank") for the purpose of: _____</p> <p>_____ Mutually scheduled negotiation session, _____ Date _____</p> <p>_____ Attend outside union business, _____ Date _____</p> <p>I understand that the hours requested above are contingent upon an available balance in the Bank. I further understand that if sufficient hours are not available, my personal vacation accrual will be reduced by the hours requested above.</p> <p>Employee Signature: _____</p> <p>Date: _____</p> <p>Department Head Approval: _____</p>
----- RETURN COMPLETED FORM TO HUMAN RESOURCES -----	
Information below for office use only.	
Employee # _____	Verified Leave Balance _____ Date: _____
Sent to Finance (Date): _____ HR Staff Signature: _____	



APPENDIX D

CITY OF PORT ST. LUCIE PRE-APPROVAL FORM

ATTACH SUPPORTING DOCUMENTATION TO THIS REQUEST AND SUBMIT TO SUPERVISOR

NAME:	DIVISION:	
SUPERVISOR:	EXTENSION:	
DESCRIPTION: (SPECIFY)	√	DEGREE, COURSE WORK, EXAM (SPECIFY)

OFFICE USE ONLY

JOB RELATED?	YES	NO	DEPARTMENTAL FUNDING?	YES	NO
--------------	-----	----	-----------------------	-----	----

DEPARTMENT HEAD APPROVAL:	DATE:
---------------------------	-------

REJECTED BY:	DATE:
--------------	-------

COMMENTS:

IN ACCORDANCE WITH THE COLLECTIVE BARGAINING AGREEMENT (CBA), I UNDERSTAND THAT A DENIAL OF THIS REQUEST SHALL NOT BE SUBJECT TO THE GRIEVANCE AND ARBITRATION PROCEDURE, BUT MAY BE APPEALED TO THE CITY MANAGER FOR RESOLUTION.

THE SUBMISSION OF THIS FORM DOES NOT GUARANTEE RECLASSIFICATION, PROMOTIONS OR INCENTIVES

EMPLOYEE SIGNATURE: _____ DATE _____

OFFICE USE ONLY

RECEIVED FOR PROCESSING BY:	DATE:
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APPENDIX E

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32																																																												
CITY OF PORT ST. LUCIE PROPOSED BUDGET - MEDICAL INSURANCE FUND #605 - REBATE CALCULATION FY 2013-14																																																																																											
										EMPLOYEE REBATE										EMPLOYER REBATE																																																																							
										BC/BS ratios of total cost (Recommended)										Savings allocated by tier of coverage												Current # of Employee Contracts										Avg. Total Savings per Participant per Tier										Employee ratio										Employee Savings Annual										Employer ratio										Employer Savings Annual									
										10.9%										\$ 64,927										227										\$ 286										8%										\$ 123										92%										\$ 263											
										20.9%										\$ 124,492										150										\$ 830										14.0%										\$ 116										86.0%										\$ 714											
										10.0%										\$ 59,566										106										\$ 562										14.0%										\$ 79										86.0%										\$ 483											
										58.2%										\$ 346,672										353										\$ 982										14.0%										\$ 137										86.0%										\$ 845											
										100.0%										\$ 595,657										836																																																													
FY 2013-14 total budgeted costs = \$14,891,425. (See calculation below.)																																																																																											
As an example, if a 4% level of savings was achieved, the savings is \$595,657. (To be inserted in cell C13.)																																																																																											
Savings is calculated by comparing Total Budgeted Expenditures with actual expenses for the end of the year financial statements.																																																																																											
DETERMINATION OF TOTAL BUDGETED EXPENDITURES: (Using page 141 of the FY 2013-14 Proposed Budget)																																																																																											
Total Costs - FY 2013-14																\$ 17,635,690																																																																											
Less:																																																																																											
IBNR Reserve																500,000																																																																											
Add'l Contingency - Future Years																273,549																																																																											
Financial Contingency (60 day)																1,970,716																																																																											
Original Budgeted Expenses																\$ 14,891,425																																																																											

APPENDIX F

Employee Name: _____ Emp#: _____

Job Title: _____ Department: _____ Band: _____

Period Being Evaluated From: _____ To: _____

ANNUAL PERFORMANCE CRITERIA

PART I

RATE EACH CATEGORY SEPARATELY - Include supporting comment and/or demonstrate example to support rating given.

ER = Exceeds Requirements MR = Meets Requirements DR = Does Not Meet Requirements

PERFORMANCE LEVEL

ER MR DR

PERSONAL APPEARANCE/ATTENDANCE: Personal appearance refers to the employee's personal Grooming and attire. Does the employee's personal appearance meet the standards and requirements of the Job? An employee's personal appearance is usually dictated by the nature of the work and department standards, which should be considered in evaluating this quality.

ER	MR	DR

Number of days absent since last review _____

Do not include absences for holidays, vacation, jury duty, bereavement leave, or leave(s) of absence.

Number of days late since last review _____

All instances of DR must be fully explained in Remarks section. Use additional sheets if necessary.

Describe any significant accomplishments.

Remarks: _____

WORKING RELATIONSHIPS: Willingness to cooperate with others and demonstrate a positive outlook toward work and the City.

ER MR DR

ER	MR	DR

EXCEEDS REQUIREMENTS: Quick to offer assistance to others, and/or excellent team worker, and/or promotes a favorable City and department image.

MEETS REQUIREMENTS: Cooperative, and/or willing to follow directions, and/or agreeable, and/or interacts well with others.

DOES NOT MEET REQUIREMENTS: Uncooperative, and/or argumentative, and/or unwilling to follow instructions, and/or difficulty working with others.

All instances of DR must be fully explained in Remarks section. Use additional sheets if necessary.

Describe any significant accomplishments.

Remarks: _____

OBSERVANCE OF RULES AND REGULATIONS: Follows City's Policies and Procedures, including departmental procedures.
 Serious infractions will result in progressive discipline up to and including termination.

ER	MR	DR

All instances of DR must be fully explained in Remarks section. Use additional sheets if necessary.

Describe any significant accomplishments.

Remarks: _____

JOB KNOWLEDGE: Understands job methods, procedures and equipment.

ER	MR	DR

EXCEEDS REQUIREMENTS: Exceptional knowledge of job duties, procedures and standards, and/or provides valuable support/input toward meeting departmental goals and/or seeks additional job knowledge and skills, and applies such to overall department/division.

MEETS REQUIREMENTS: Adequate understanding of job duties, procedures and standards, and/or needs minimal additional instruction.

DOES NOT MEET REQUIREMENTS: Inadequate knowledge of job duties, and/or requires frequent direction to apply knowledge/skills properly.

All instances of DR must be fully explained in Remarks section. Use additional sheets if necessary.

Describe any significant accomplishments.

Remarks: _____

APPLICATION TO DUTIES: Evaluate the following criteria:

- A. Quality of work
- B. Quantity of work
- C. Organizational skills
- D. Time Utilization

ER	MR	DR

All instances of DR must be fully explained in Remarks section. Use additional sheets if necessary.

Describe any significant accomplishments.

Remarks: _____



APPENDIX G

APPLICATION FOR POSTED JOB (For Current City Employees Only)

NAME _____ DATE _____

CURRENT POSITION & DEPARTMENT _____

YEARS WITH THE CITY _____ YEARS ON PRESENT JOB _____

SUPERVISOR _____ VETERAN'S PREFERENCE USED _____

I hereby make application for the posted position of:

Qualifications for new position:

I may be contacted at: _____

Telephone Number or Extension

PLEASE READ CAREFULLY APPLICANT'S CERTIFICATION AND AGREEMENT

STATEMENT OF APPLICANT:- I certify that all answers are true and correct to the best of my knowledge. I authorize investigation of all statements contained in this application.

The City is committed to a Drug-Free Workplace Program, and all applicants selected for safety-sensitive and other positions will be required to submit to screening for illegal drug use prior to appointment.

Pursuant to the City's Personnel Rules and Regulations, Department Heads have the right to select whoever they feel is the most suitable candidate for the position.

Completion and submission of this form **does not** guarantee you will be called for an interview for the position for which you are applying.

Applications must be turned in to Human Resources by 5:00 p.m. on the closing date of the posting to be considered.

In accordance with The Americans with Disabilities Act of 1990, if you need any assistive device or special accommodation to compete for, or, if selected, please inform Human Resources.

Signed: _____ Date: _____





APPENDIX H

GRIEVANCE FORM

Please follow the appropriate steps according to your Collective Bargaining Contract(s)

Print Employee Name: _____ Dept: _____ Date: _____

Nature of Grievance: (Check only one)

____ Violation of the Collective Bargaining Agreement

Specific Article(s) violated: _____

____ Violation of the City's Rules and Regulations

Specific Section(s) violated: _____

Please give a detailed explanation of your grievance:

Who is involved in the grievance? Please give name(s), titles(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(s) and time: _____

Where did the incident take place? Please give exact location(s): _____

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

How can this situation be resolved; what adjustments do you feel will be satisfactory? _____

Employee Signature: _____

APPENDIX I

I _____, Immediate Supervisor/ Departmental
Manager, agree to discuss and/or attempt to resolve the incident of
_____, with _____, employee,
of the FOPE bargaining unit outside the formal grievance procedure on
_____.

Circle one;

Resolved

Not Resolved

Immediate Supervisor/Departmental Manager

Date

Employee

Date