COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PORT ST. LUCIE

AND

INTERNATIONAL UNION OF POLICE ASSOCIATIONS (IUPA)

LIEUTENANTS

EFFECTIVE OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2018

Ratified by Bargaining Unit: March 16, 2016
Approved by City Council: April 11, 2016

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ARTICLE 1
RECOGNITION

The purpose of this Agreement is to promote and maintain harmonious and cooperative relationships between the employer and employees, both individually and collectively, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this agreement, and to set forth herein the basic and entire agreement between the parties in the determinations of wages, hours, and terms and conditions of employment.

Section 1: Exclusive Parties to the Agreement

In accordance with the State of Florida, The Public Employees Relations Act and the City of Port St. Lucie, this Collective Bargaining Agreement is entered into by and between the City of Port Saint Lucie, a municipal corporation in the State of Florida, hereinafter called the "Employer" or the "City", and the International Union of Police Associations, AFL-CIO (IUPA) hereinafter referred to as the "IUPA" or "Association."

The City hereby recognizes the Association as the exclusive bargaining representative for all matters affecting wages and terms and conditions of employment as provided in Chapter 447.309 (1), Florida Statutes, for those employees in the unit certified by the Public Employees Relations Commission in Case No. EL-2015-012 (2015-007) issued on September 8, 2015.

The bargaining unit for which this recognition is accorded comprises all sworn law enforcement personnel of the City who hold the rank of Lieutenant, except as may be excluded by unit clarification processes.

The Association hereby recognizes the City Manager or his representative(s) as the Employer's only representative for the purpose of collective bargaining.

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

The City agrees that it will deal only with the authorized representatives of the Association in matters pertaining to the interpretation and application of this Agreement. The Association agrees to notify the City in writing of the names of such authorized representatives as of the execution of this Agreement and replacement(s) thereof during the term of this Agreement. It shall be the responsibility of the bargaining unit to promptly notify the Chief of Police in writing of any changes in the designation of PBA representatives.

Section 2: References to the Bargaining Unit and Management

For the purpose of this Agreement, the terms bargaining unit employee and member shall be synonymous. The terms Police Department and Department shall be synonymous. Further, the terms management, management official and/or officials shall include all sworn law enforcement personnel holding the rank of Assistant Chief or higher.

Section 3: Gender Reference: All references in this Agreement to bargaining unit members of the male gender are used for convenience only and shall be construed to include both male and female bargaining unit members.

ARTICLE 2
DUES DEDUCTION

Section 1: Deductions

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

Section 2: Processing of Dues Deductions

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

Section 3: Remittance

The City's remittance will be deemed correct if the Association does not give written notice to the City within fifteen (15) calendar days of a remittance, specifying the reasons it believes the remittance to be incorrect.

Section 4: Indemnification

The Association shall indemnify, defend and hold the City harmless against any claims made and against any suits instituted against the City on account of any check-off or payroll deduction of Association dues and/or any other personal information contained on the form described in Section 1, above.

Section 5: Termination of Deductions

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

Section 6: Insufficient Pay for Deductions

No deductions shall be made from the pay of any bargaining unit member for any payroll period in which the bargaining unit member's net earnings for that payroll, after other deductions, are less than the amount of dues to be checked off.

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 Association or any other lawfully protected class in the application of this Agreement.

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

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

ARTICLE 4
ASSOCIATION REPRESENTATION AND ACTIVITIES

Section 1: Paid Time for Association Business

For Association business directly involving the City, up to two (2) representatives of the Association may be allowed to participate during their normal hours of work without use of accrued leave. Paid time for Association business shall include collective bargaining negotiations, grievance/arbitration hearings, investigations, and legislative body meetings regarding the resolution of collective bargaining impasse procedures.

Section 2: Approval of Association Business

Neither Association representatives nor bargaining unit employees shall leave their posts or work stations for the purpose of investigating, handling or settling grievances or conducting other Association business without the express permission of an Assistant Chief or above. Permission will not be unreasonably withheld.

Any non-employee IUPA representative or employee representative who finds it necessary to contact any on-duty bargaining unit member for the purpose of conducting business authorized by this Agreement shall obtain approval from a supervisor of the rank of Assistant Chief or above. In the event that immediate contact with the on-duty bargaining unit member is necessary to preserve the on-duty bargaining unit member's rights pursuant to the Law Enforcement Officers Bill of Rights and approval from an Assistant Chief or above is not readily available, then approval from the Acting Assistant Chief will suffice.

ARTICLE 5
BULLETIN BOARDS AND SOLICITATION

Section 1: The City agrees to provide a dedicated bulletin board located in the briefing rooms of headquarters. The location of these bulletin boards shall be in areas commonly used to post information for law enforcement personnel and accessible to bargaining unit members.

Section 2: The bulletin boards shall be used for posting authorized bargaining unit member notices of official union business. The Association will not place any material on the bulletin boards, which is derogatory to the City or its management.

Section 3: Copies of all notices to be posted on the bulletin board by the Association shall be signed and dated by the authorized bargaining unit representative and sent to the Chief of Police or his designee. The Chief of Police or his designee may make periodic inspections of the bulletin boards and remove materials that violate any provisions of this Article upon providing notice thereof to the Association.

Section 4: The City's electronic information systems, including the e-mail system and Police Department portal, shall not be used to communicate Association business except as follows. Authorized representatives, while off-duty or on break, may utilize the City's e-mail system to communicate notice of meetings with the City, minutes of those meetings and votes arising from those meetings.

ARTICLE 6
EMPLOYEE RIGHTS

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

Section 2: Language contained in this Agreement shall not preclude any bargaining unit member from pursuing any right or remedy, not including arbitration as defined in Article 24, Arbitration Procedures, without representation of the Association. Further, nothing contained in this Agreement shall preclude any employee, at his option, from discussing a problem directly with his supervisor or other management representative with or without the intervention of the Association, provided that the immediate supervisor or other management representative agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

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

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ARTICLE 7
MANAGEMENT RIGHTS

Section 1: Reservation of Rights

The City reserves all rights, powers and authority customarily exercised by management, except as otherwise specifically delegated or modified by express provisions of this Agreement and Chapter 447, Florida Statutes. This Agreement shall be so construed that there shall be no interference with such rights as provided in this Agreement.

Section 2: Prior Rights

Prior to the time when the Association became the representative of the employees covered by this Agreement, the City had the right to deal with its employees with complete freedom, except as its rights were bounded and limited by general laws. By this Agreement, the City and the Association have agreed to certain limitations on those rights. However, it is the intention of the parties hereto that the City retain, and the City does retain, each and every right and privilege that it had ever enjoyed, except insofar as it has, by the express and specific terms of this Agreement, agreed to limitations.

Section 3: Exclusive Rights.

It is agreed that the City and Police Department management alone shall have the authority:

(a) To determine and direct policies made and methods of providing its services and unilaterally set the standards for same, without any interference on the part of the Association or any of its representatives.

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

(b) To establish new jobs, abolish or change existing jobs, to increase or decrease the number of job or employees, to determine the assignment of work, and to schedule the hours and days to be worked on each job and each shift, subject to the limitations set forth in this Agreement.

All inherent and common law management rights and functions which the City has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the City. Such rights exclusively reserved to the City shall include the sole and exclusive right:

(c) To determine the size and composition of its work forces;

(d) To determine the number and type of equipment, vehicles, machinery, materials, products and supplies to be used, operated or distributed;

(e) To hire, rehire, retire, promote, demote, evaluate, except as expressly limited by a specific provision of this Agreement;

(f) To direct, layoff and recall employees subject to the express provisions of this Agreement; to reward or reprimand, discharge or otherwise discipline employees for just cause;

(g) To maintain the efficiency of employees;

(h) To determine job content and minimum qualifications for jobs; to determine what records are to be made and kept, including those records relating to hours of work of employees, who will make and keep the records, how the records are to be made and kept;

(i) To discontinue, transfer, or assign all or any part of its operations; to make time studies of work loads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies; to expand, reduce, alter, combine, transfer, assign, cease or create any job, position, or classification, department, division or operational unit;

(j) To control and regulate or discontinue the use of any property owned, used, possessed, or leased by the City;

(k) To make or change rules and regulations, policies, practices and procedures not in conflict with the provisions of this Agreement. Additionally, Lieutenants agree to follow and abide by the Personnel Rules and Regulations adopted by City Council on July 31, 1987 and revised by Ordinance 95-12 on March 10, 1995 not in conflict with this Agreement or their status as exempt employees.

(l) To introduce new, different or improved methods, means and processes of police service and operation and otherwise manage the department and direct the work force.

The City's failure to exercise any function or right hereby reserved to it, retained by it, or enumerated herein in Section 3, or, its exercising any function or right in a particular way, shall not be deemed a waiver of its rights or exercise of such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement. The exercise of the above rights in Section 3 shall not preclude the bargaining unit members or their representatives from filing grievances about the practical consequences that decisions on these matters may have on their terms and conditions of employment.

Section 4: If, at the sole discretion of the City, it is determined that civil emergency conditions exist, including but not limited to riots, fires, floods, civil disorders, strikes or illegal work stoppages, severe weather conditions or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City as it deems necessary, during the term of the declared emergency, provided that wage rates, just cause for discipline, and other direct

monetary payments shall not be suspended.

ARTICLE 8

PROHIBITION OF STRIKES

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

ARTICLE 9
ANNUAL LEAVE

Section 1: Bargaining unit members shall accrue annual leave in accordance with the following schedule:

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

Section 2: Annual leave may be accrued to a maximum of two-hundred forty (240) regular hours. Bargaining unit members are eligible to use accrued annual leave after completing six (6) consecutive months of employment. A member will be charged the actual time he is away from work in minimum increments of one (1) hour. Bargaining unit members are not charged for holidays that occur during their scheduled annual leave time.

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

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

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

Section 6: A bargaining unit employee will not be paid for accrued leave in lieu of taking such annual leave except upon separation or pursuant to this section. Members leaving City employment after more than six (6) months of continuous employment with the City will receive payment for any accrued annual leave as of the date of separation. Payment for accrued annual leave does not apply to members having less than six (6) months of employment. Payment for unused accrued annual leave is limited to a maximum of thirty (30) days or two-hundred forty (240) regular hours computed at the employee's base rate of pay at time of separation.

Section 7: After utilizing at least eighty (80) hours of accrued annual leave in the preceding twelve (12) months, a bargaining unit member may request to sell back a portion of

his remaining accrued annual leave balance. Approval is contingent upon budget restrictions and the concurrence of the City Manager.

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

ARTICLE 10
DAYS AND HOURS

Section 1: All Lieutenants are considered exempt as defined by the Fair Labor Standards Act.

Section 2: The work week shall consist of forty (40) hours within a seven (7) day period beginning on Saturday (12:01 am) and ending on the following Friday (midnight). The workweek shall consist of either five-(5) eight-(8) hour days, or four-(4) ten-(10) hour days. Bargaining unit members assigned other duties may have other shifts or schedules.

Section3: The City agrees to abide by the Fair Labor Standards Act as it relates to law enforcement personnel, except as expressly limited by a specific provision of this Agreement.

Section 4: A. The City will observe the following holidays:

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

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

When a holiday falls within a period of paid leave, the holiday shall not be counted as a work day in computing the amount of leave debited. When a holiday falls within a period of an unpaid leave of absence, the bargaining unit employee shall not be paid for the holiday.

Section 5: Other provisions, if any, regarding days and hours, not in express conflict with this article, shall be governed by the City's Personnel Rules and Regulations.

ARTICLE 11
FITNESS FOR DUTY

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

Section 2: Bargaining unit members may be ordered to report for duty by a higher ranking Police Department Official.

Section 3: Bargaining unit members who fail to report for duty for three (3) consecutive days for medical reasons may be required to submit a written excuse from a physician prior to their return to duty.

Section 4: All absences by bargaining unit members shall be documented by supervisors and forwarded to the Chief of Police.

Section 5: The refusal to report for duty when ordered by a higher ranking Police Department official may be grounds for disciplinary action.

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

I - EXAMINATION AND TESTING PROCEDURES

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

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

II - DRUGS AND CONTROLLED SUBSTANCES TESTING POLICIES AND PROCEDURES

All policies, procedures, and disciplinary actions concerning drug and alcohol testing shall be in

compliance with applicable federal law, Florida Statutes, and Florida Administrative Code.

Bargaining unit employees acknowledge that the City's Substance Abuse Policy adopted by Ordinance (91-9) is incorporated herein by this reference.

III- PHYSICAL FITNESS AND WEIGHT-CONTROL PROGRAM

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

ARTICLE 12
WAGES

Section 1: All salary increases shall be based solely on merit except for the below described step adjustment. Bargaining unit members shall receive a written evaluation prior to their anniversary date of employment or promotion.

Performance that is fair or unsatisfactory must be discussed with the bargaining unit member as soon as practicable after the performance issue is identified, prior to the annual evaluation.

Section 2:

A. **Effective October 1, 2015**, the step salary plan for the position of Lieutenant will be as follows:

FY 2015-2016

Step 1	$96,000.00
Step 2	$100,000.00
Step 3	$104,000.00
Step 4	$108,500.00

Yr. 1: Bargaining unit members move to the lowest step that allows for an increase on 10/1/15.

Bargaining unit members move one step higher on their anniversary date.

Bargaining unit members at Step 4 receive $1,800.00 longevity pay on their anniversary date during the FY.

B. **Effective October 1, 2016,** the step salary plan for the position of Lieutenant will be as follows:

FY 2016-2017

Step 1	$96,000.00
Step 2	$100,000.00
Step 3	$105,000.00
Step 4	$109,600.00

Yr. 2: Bargaining unit members in steps 3 and 4 receive an across the board increase on 10/1/16 and members in steps 1 through 3 receive a step increase on their anniversary date.

Bargaining unit members at Step 4 receive $2,400 longevity pay on their anniversary date.

C. **Effective October 1, 2017,** the step salary plan for the position of Lieutenant will be as follows:

	FY 2017-2018
Step 1	$96,000.00
Step 2	$100,000.00
Step 3	$105,000.00
Step 4	$110,000.00

Yr. 3: Bargaining unit members in step 4 receive an across the board increase on 10/1/17 and members in steps 1 through 3 receive a step increase on their anniversary date.

Bargaining unit members at Step 4 receive $2,400 longevity pay on their anniversary date.

Any sergeant promoted to Lieutenant shall be brought to the current Step 1, as outlined herein.

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

Section 4: Incentive pay is provided only when the degree is relevant to the employee's position and job duties. In house training does not qualify for incentive pay. Additionally, continuing education required to maintain certification or to maintain a license does not qualify for incentive pay.

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

Degree Program: Master's Degree, Doctoral Degree.

Incentive pay shall be issued as a one-time lump sum payment as follows: $3,000 for Degree Program completion. The payment of incentive pay does not affect classification dates or classification increases. Incentive pay is limited to $3,000-per fiscal year.

Section 7: All wage and or step increases are limited to the duration of this Agreement ending September 30, 2018.

Section 8: Any adjustments or corrections to a bargaining unit member's wages and/or benefits shall be limited to the duration of this Article.

ARTICLE 13
BENEFITS

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

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

* Payroll deducted benefit.

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

Employee Health Contributions

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

EMPLOYEE/EMPLOYER CONTRIBUTION-MONTHLY
FY 2015-2016

	Employee		Employer	
	%	$	%	$
Single	8%	47.00	92%	537.00
Emp. & Spouse	15%	254.00	85%	1,441.00
Emp. & Children	15%	172.00	85%	976.00
Emp. & Family	15%	301.00	85%	1,705.00

Effective October 1, 2015, all bargaining unit members will pay retro to 10/1/2015 for the employee contribution to the health insurance.

Effective October 1, 2016, the City's health care coverage will be unbundled. Coverage will now consist of three (3) separate benefits; medical, dental, and vision. The City and the employee shall provide monthly dollar amount contributions as outlined below;

EMPLOYEE CONTRIBUTION – MONTHLY
FY 2016-2017

Tier	%	Medical	Dental	Vision	Total
Single	8%	44.18	2.35	.47	47.00
Emp. & Sp.	16%	346.86	18.45	3.69	369.00
Emp. $ Ch.	16%	196.46	10.45	2.09	209.00

Emp. & Fam.	16%	349.68	18.60	3.72	372.00

EMPLOYEER CONTRIBUTION – MONTHLY
FY 2016-2017

Tier	%	Medical	Dental	Vision	Total
Single	92%	512.30	27.25	5.45	545.00
Emp. & Sp.	84%	1,818.90	96.75	19.35	1,935.00
Emp. $ Ch.	84%	1,029.30	54.75	10.95	1,095.00
Emp. & Fam.	84%	1,833.94	97.55	19.51	1,951.00

Effective October 1, 2017, the City's health care coverage will be unbundled. Coverage will now consist of three (3) separate benefits; medical, dental, and vision. The City and the employee shall provide monthly dollar amount contributions as outlined below:

EMPLOYEE MEDICAL CONTRIBUTION-MONTHLY
FY 2017-2018

Tier	%	Medical	Dental	Vision	Total
Single	8%	47.94	2.55	.51	51.00
Emp. & Sp.	17%	392.92	20.90	4.18	418.00
Emp. $ Ch.	17%	222.78	11.85	2.37	237.00
Emp. & Fam.	17%	396.68	21.10	4.22	422.00

EMPLOYEER MEDICAL CONTRIBUTION-MONTHLY
FY 2017-2018

Tier	%	Medical	Dental	Vision	Total
Single	92%	547.08	29.10	5.82	582.00
Emp. & Sp.	83%	1,919.48	102.10	20.42	2,042.00
Emp. $ Ch.	83%	1,086.64	57.80	11.56	1,156.00
Emp. & Fam.	83%	1,935.46	102.95	20.59	2,059.00

The co-pay for covered physician visits shall be $20 per visit for Primary Care physicians and $40 per visit for Specialist physicians. A Co-pay for an emergency room visit shall be $50 per visit. The cost for covered prescriptions shall be $10 per generic prescription, $30 per preferred brand name prescription, and $50 for non-preferred brand name prescription. Mail order prescriptions (90-day supply) shall be $20 per covered generic prescription, $40 per covered preferred brand name prescriptions, and $60 for non-preferred brand name prescription.

A bargaining unit member is subject to a $300 Calendar Year Deductible.

Section 2:1: During the term of this agreement and ending on September 30, 2018, in the event another employee group is awarded a lower health care contribution amount for the same health care plan as this unit, that lower contribution amount will be granted to the members of this bargaining unit.

Section 2:2: During the term of this agreement and ending on September 30, 2018, in

the event another employee group is awarded a different health care plan with different contribution amounts, that same plan and contribution amounts will be offered to the members of this bargaining unit.

Section 3: Health Insurance Rebate Program

Since the total contributions for the health insurance plan, as identified in Section 1 above, are based on projections, and since it is to the advantage of both employees and the City to keep health insurance costs as low as reasonable, the City 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 in the same manner as previously.

In the case of an employee being a plan participant for only a portion of a fiscal year, any rebate shall be prorated for the number of months the employee participated in the health plan. Rebate payments shall be distributed by separate check payable later than December, following the end of the fiscal year.

Section 4: The City shall reimburse bargaining unit members to a maximum of $850.00 for the purchase of body armor. Body armor shall be replaced in accordance with the manufacturer's specifications.

Section 5: The City agrees to continue to pay the applicable employer portion of the bargaining unit members' health insurance benefit costs if the bargaining unit member receives a line-of-duty disability pension from the Police 185 Pension Board, pursuant to 185.34 FS. If a bargaining unit member is not a member of the Police 185 Pension Plan, then that bargaining unit member will be eligible for this benefit only if declared permanently and totally disabled by a Judge of Workers Compensation claims. The City reserves the right to have any bargaining unit member applying for this benefit examined by a physician selected by the City. Furthermore, if the bargaining unit member is killed in the line of duty, the spouse and dependents will not be required to pay the employee's elected monthly contribution for medical, dental and/or vision insurance for a period of two (2) years following the death of the employee. After two (2) years from the death of the employee, the employee's spouse and dependent children, will continue to pay the employee's elected portion of the health insurance costs at the rates set by the City annually, and in accordance with applicable state and federal law.

Section 6: Bargaining unit members shall receive an annual allowance of one hundred fifteen ($115) dollars for the purchase of shoes, pursuant to Police Department General Guideline specifications. Payment of this amount shall be processed in the second pay period of the fiscal year.

Section 7: Bargaining unit members assigned full-time to the Criminal Investigations

Division (C.I.D.), Special Investigations Division, Professional Standards Division, shall receive a monthly clothing allowance of sixty dollars ($60.00) per month, while assigned.

Section 8: Bargaining unit members assigned full-time to uniformed duties and in divisions not listed in Section 6 shall receive twenty dollars ($20.00) per pay period for uniform cleaning and maintenance.

Section 9: Annual Leave. Bargaining unit members shall accrue and be charged annual leave pursuant to Article 9.

Section 10: Any adjustments or corrections to a bargaining unit member's wages and/or benefits shall be limited to the duration of this Agreement.

Section 11:

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

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

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

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

C. When a member is on leave pursuant to this section, any worker's compensation payments received from the insurance carrier shall be immediately remitted to the City. The member shall receive 100% of his wages (full pay) directly from the City.

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

Section 12: Payment of Benefits for a Work-Related Death. In the event a Lieutenant suffers a work-related death, 100% of all eligible accrued leave benefits (sick time, and vacation) at the time of the Lieutenant's work-related death will be paid to the Lieutenant's beneficiary,

surviving spouse, or estate, as determined by law or by the executed forms in the Lieutenant's personnel file.

ARTICLE 14

RETIREMENT PLANS

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

Section 2:

a. Bargaining unit members who are not enrolled in the Police Officers Retirement Trust Fund (185 Plan) may apportion their 10.5% City contribution to the ICMA 401A, and/or Prudential Pension Plan.

b. Bargaining unit members participating in the Prudential Pension Plan may continue their participation until the City terminates this Plan. A bargaining unit member who is not currently participating in the Prudential Pension Plan may not direct his contributions to this Plan

Section 3: For members who retire on or after October 1, 2015, the benefit rate for eligible distributes shall be Three and twenty-seven hundredths percent (3.27%). All funds in the "Excess State Monies Reserve" shall be used to fund this benefit enhancement for the term of this Agreement. All funds from the State of Florida Insurance Premium taxes from October 1, 2015 shall be available to the City to fund the City share of the pension plan and shall not be available for future benefit enhancements. In the event the State of Florida Insurance Premium tax model is substantially changed causing a reduction in the funds available to the City, the parties agree to open bargaining to address the shortfall.

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

Section 5: Effective May 6, 2013, no sick leave or annual leave accrued thereafter shall be included in the calculation of pensionable earnings.

Section 6: The parties agree that the last-in, first out (LIFO) method will be utilized with respect to the usage of sick leave and annual leave after the ratification of this Agreement. Therefore, employees who use leave time accrued after the ratification of this Agreement shall be debited from these post-ratification accruals provided the employee has sufficient leave. In the event an employee has insufficient post-ratification accruals and, therefore, must use pre-ratification accruals, he/she may replenish the utilized pre-ratification accruals.

Section 7: For pensionable earnings calculations, the pre-ratification sick leave and annual leave value shall be based on the rate of pay as of the date of retirement.

ARTICLE 15
SICK TIME

Section 1: All bargaining unit members shall receive 96 hours paid sick time on their classification date each year. Unused sick time may be carried over from year-to-year. There will be no limit on the amount of sick time a bargaining unit member may accrue.

Bargaining unit members may also receive donated sick time from bargaining and non-bargaining unit employees employed with the City for more than five (5) years. A bargaining unit member may only receive a maximum of twenty-four (24) hours per non-bargaining unit donor within a twelve (12) month period. However, a bargaining unit member may receive a maximum of forty (40) hours per bargaining unit donor within a 12-month period. The donated sick time may only be used for a serious health condition that makes the member unable to perform the essential functions of the job (i.e., FMLA-related absences).

Section 2: Sick Leave may be granted for the following purposes:

A: Non-work related injuries and illnesses

B: Medical, dental, optical, or chiropractic examination or treatment.

C: Pregnancy

D: Exposure to a contagious disease which would endanger others.

E: Qualifying Family and Medical Leave Act (FMLA) absences.

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

Section 3: The City, at the City's expense, reserves the right to have bargaining unit members examined by physicians to determine mental and/or physical fitness for duty. Bargaining unit members found physically or mentally unfit for duty shall be placed on a Leave of Absence, or have their job duties modified, or be separated from the employment of the City, depending upon the individual circumstances. Accrued paid leave benefits may be used. Bargaining Unit Members also reserve the right to have an independent examination conducted at their own expense. In the event the employee's physician(s) does not concur with the determination of the City's physician, a third independent physician(s), agreed by both parties, will conduct a separate examination. The independent examination will be conducted at the City's expense and the parties must abide by the independent physicians' professional recommendation.

Section 4: If a bargaining unit member does not use any sick time in the twelve (12)

month period from anniversary date to anniversary date, the bargaining unit member shall receive as an incentive eight (8) hours of vacation time, immediately following his/her anniversary date of employment.

Section 5: All bargaining unit members may be compensated for accrued, unused sick time hours based upon the following schedule:

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

Payments shall be made only when a bargaining unit member separates from City employment in good standing, and shall be limited to a maximum of 1,040 hours. Upon involuntary termination from the City, all sick leave, current and accumulated, will be forfeited by the member.

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

The City reserves the right to require proof of illness or disability and to have employees submit to physical or psychological examinations.

Section 6: If a bargaining unit member utilizes more than 96 hours of non-FMLA sick leave annually, a supervisory counseling form may be issued to the member.

ARTICLE 16
PROBATIONARY PERIODS AND PERFORMANCE EVALUATIONS

Section 1: All bargaining unit members shall receive written evaluations from their immediate supervisor annually. (Appendix B). Promoted bargaining unit members shall serve a probationary period of one (1) year from the date of promotion. Probation may be extended up to a maximum of 90 days at the discretion of the Chief of Police, or his designee, based on a performance deficiency. The probationary employee must be advised of the deficiency at least 90-days prior to the end of probation. If the deficiency is identified less than 90-days prior to the end of probation, notice will be provided immediately.

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

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

Section 4: Non-probationary bargaining unit members who do not meet all performance standards and are denied a wage increase may request a review of the evaluation by a Police Department official of the next rank above the reviewer. The evaluation may be modified by this reviewer or by a higher Police Department authority.

Section 5: A bargaining unit member who fails to meet standards on his annual evaluation and is denied a merit increase has the right to grieve this action, pursuant to the Grievance procedure contained in this Agreement or the City's Personnel Rules and Regulations.

Section 6: During the probationary period, or the extension of probation, a Lieutenant may be demoted to his/her previous rank for failure to meet expectations. This action is grievable up to step III, but shall not be subject to arbitration.

Section 7: The parties agree to establish a joint committee comprised of the Chief of Police or his designee, the Human Resource Director or his designee, and two members of the union to discuss the current performance evaluation system and forms and to make recommendations to modify both. Any recommended changes must be approved through an MOU signed by both parties.

ARTICLE 17
PROMOTION

Section 1: All sworn personnel who have held the rank of Sergeant continuously for a minimum of three (3) years prior to the date of the promotional examination shall be eligible for promotion to Lieutenant.

Section 2: Promotional candidates must possess a Bachelors Degree from any college/university accredited by any accrediting association recognized by the Florida Department of Law Enforcement, Criminal Justice Standards and Training Commission prior to examination. Promotional candidates must have successfully completed a mid-management course meeting a FDLE/CJSTC approved training curriculum prior to examination. Promotional candidates must have had no unfavorable evaluations over the past two years.

Section 3: Promotion shall be on a competitive basis. The date and criteria for promotion shall be posted a minimum of ninety (90) days prior to the examination date.

Section 4: The Association may have one (1) observer present during any part of the examination process. The observer shall not interfere with the examination(s).

Section 5: All scores shall remain confidential until the examination process is concluded.

Section 6: Upon completion of the examination(s) portion of any promotional process, all candidates' scores shall be posted by the Human Resources Department, in descending rank order. The last four digits of the Social Security number shall be used for identification purposes. Tie scores shall be resolved on the basis of seniority; bargaining unit members with greater seniority will be ranked ahead of bargaining unit members with lesser seniority. Seniority shall be determined by time in rank or, if still tied, Agency seniority shall be the tiebreaker.

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

Section 7: The City of Port St. Lucie reserves the right to set all standards for promotion including criteria, implementation, and administration of all questions and materials used during promotion examinations.

Section 8: All other considerations for promotion shall be in compliance with the City's Personnel Rules and Regulations, the City Charter, and the City Code of Ordinances.

Section 9: The results of all promotional examinations shall be valid for eighteen

(18) months from the date of certification.

Section 10: The Chief of Police may, at his discretion, conduct an interview with all candidates or only a select number of the top candidates at the end of all other portions of the process meeting the above criteria. During the interview, the Chief of Police shall have the opportunity to evaluate the candidate's total law enforcement experience, supervisory experience, managerial experience, education and training, and employment record with the department. The Chief of Police may elect to have a simulation exercise(s) or other method of examination administered, provided such election is documented in the promotional process announcement. Command Staff will have the opportunity to provide input regarding each candidate being considered. The Chief of Police will select one candidate for promotion for each vacancy as budgetary considerations allow. The selected candidate(s)' information will then be forwarded to the City Manager for documentation of vacancy filling.

Section 11: Any sergeant promoted to Lieutenant shall be brought to the current Step 1, as outlined in Article 12, Section 2.

ARTICLE 18
SENIORITY

Section 1: The City and bargaining unit agrees that seniority shall consist of continuous, full-time, accumulated paid service as a Police Lieutenant.

Section 2: In the event that a bargaining unit member terminates employment as a Lieutenant, that bargaining unit member's seniority will cease. However, seniority shall accumulate during leaves of absence due to injury, illness, vacation, military or any other leave authorized and approved by the City. Any bargaining unit member who elects to take an authorized leave-of-absence for up to 180 days shall maintain his seniority.

Section 3: Vacation periods for each calendar year shall be drawn by bargaining unit members on the basis of seniority. When conflicts arise in scheduling vacation leaves, the bargaining unit member with the greatest seniority shall be given first consideration. No vacation request scheduling conflicts shall exist between bargaining unit members when assigned to separate divisions within the police department.

Section 4: Requests from two (2) or more bargaining unit members with the same seniority date, under the provisions of this Agreement, shall be considered non-determinative, and all decisions regarding these requests shall be at the discretion of the Chief of Police or his designee.

Section 5: During reduction-in-force situations, bargaining unit employees who are military veterans entitled to a retention preference, as provided for in Chapter 295, Florida statutes, shall have one (1) year added to their accumulated paid service for every year of active duty during a qualifying wartime, military campaign or expedition period. Partial year service shall be calculated accordingly. The Florida Department of Veterans' Affairs (DVA) shall serve as the arbiter with respect to determining qualifying active duty. In such cases, all DVA correspondence shall be copied to the Association.

ARTICLE 19
SAFETY

Section 1: The City will provide employees with a safe working environment. However, both the City and the Association recognize the inherent dangers associated with law enforcement.

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

Section 3: The City Safety Committee shall not have the jurisdiction to review any accidents involving a Code 3, swift response and/or hot pursuit. Nothing shall preclude the Chief of Police or his designee from conducting accident investigations.

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

Section 5: No bargaining unit member shall be permitted to work more than sixteen (16) hours, including off-duty details, or two (2) shifts, in a twenty-four (24) hour period without the approval of Assistant Chief or above, except in a civil emergency or exigent circumstances.

ARTICLE 20
INTERNAL INVESTIGATIONS

The parties recognize that from time to time the City must investigate allegations made against bargaining unit members covered by this Agreement. In order to fully investigate these allegations, the City agrees that it shall follow Section 112, Part VI (112.531-112.535) Florida Statutes, including any amendments thereto.

ARTICLE 21
LAYOFF AND RECALL

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

Section 2: Bargaining unit members, subject to a reduction- in-force may be offered, if qualified, other positions in the Police Department or in the City.

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

Section 4: Seniority lists shall be established for each class or position affected by a reduction-in-force. All bargaining unit members shall be placed on a seniority list according to the number of consecutive years' service with the Police Department as a Lieutenant.

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

Section 6: In the event that there is a reduction in rank of a bargaining unit member through a reduction-in-force, inability to successfully complete the probationary period or through disciplinary or voluntary demotion, then the bargaining unit member reduced in rank shall assume the rank of a police sergeant in the Police Sergeants' Bargaining Unit. The police sergeant will maintain the same seniority in the Police Sergeants' Bargaining Unit held prior to promotion to Lieutenant, but shall be slotted into the step pay plan including all years (including years served as a lieutenant) of service. A bargaining unit member who assumes the rank of sergeant shall receive a decrease in pay of 10% or the highest pay rate detailed in the sergeants' step pay plan (i.e., the final step), whichever is greater.

Section 7: In the event that there is a reduction in rank above the rank of Lieutenant through a reduction-in-force, inability to successfully complete the probationary period or through disciplinary or voluntary demotion, then the former bargaining unit member reduced in rank shall assume the rank of the Lieutenant so long as such appointment does not cause a current Lieutenant to be separated from employment with the Police Department. Any former bargaining unit member reduced in rank to Lieutenant shall retain all years of seniority as a sworn law enforcement officer held prior to the demotion. If a Lieutenant is bumped as a result of this section, that Lieutenant must be the first employee promoted back to Lieutenant. The said Lieutenant will not have to retest or Interview.

ARTICLE 22
DISCIPLINE

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

A bargaining unit member may have no more than two (2) representative(s) present during any disciplinary investigation. A bargaining unit member may elect such representation during such disciplinary investigation or meeting when the subject of the meeting or investigation involves alleged misconduct, or when the suspension or dismissal of the bargaining unit member is being considered.

Newly promoted probationary bargaining unit members may be demoted to the classification that they were promoted from for failure to meet standards. Bargaining unit members demoted for failure to meet standards shall have the right to grieve such demotion under the grievance procedure of this Agreement, or the City's Personnel Rules and Regulations.

Section 2: Types of Disciplinary Actions:

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

Section 3: All bargaining unit members shall have the right to sign and respond to all disciplinary actions. Responses to disciplinary actions shall be placed in the bargaining unit member's personnel file.

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

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

Section 6: Dismissals, demotions, written reprimands and suspensions without pay shall become effective ten (10) days after the pre determination hearing, unless the bargaining unit member is participating in the CDP. The member's participation in the CDP requires the serving of discipline to occur the next work day following the member's acceptance into the process.

ARTICLE 23
GRIEVANCE PROCEDURE

The purpose of this procedure is to settle, at the lowest supervisory level, disputes or disagreements between the City and the bargaining unit members. A Bargaining unit member's complaint should be resolved at the first level of supervision with the authority to adjust the grievance.

Section 1: Definitions and Clarifying Statements

1.1 A "grievance" is defined as a dispute or disagreement involving the interpretation, the application, or alleged violation of any article of this Agreement.

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

1.3 If an employee decides not to be represented by the Association, any adjustment of the grievance shall be consistent with the terms of this Agreement.

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

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

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

Section 2: Grievance Procedures

Grievances shall be presented and adjusted in the following manner:

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

2.2: Every effort will be made by the parties to settle any grievances as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this article, his grievance shall be considered conclusively abandoned. The above-mentioned time frames may be extended by mutual agreement. The City or Association may request and mutually agree that any of the steps contained within this procedure may be waived in order to resolve a grievance as expeditiously as possible.

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

Step I: The employee shall first present his grievance in writing to the Assistant Chief of Police within ten (10) days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the employee became knowledgeable of the cause of action. If the event(s) which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other compensated leave, the ten (10) days period shall commence running immediately upon the employee's return from such compensated leave. The Assistant Chief of Police shall within ten (10) days render his decision. A copy of the decision will be sent to the Association. The above-mentioned time frames may be extended in writing by mutual agreement.

Step II: (a) Any grievance not satisfactorily settled at Step I will be taken up with the Chief of Police within ten (10) days from the date the Assistant Chief of Police has rendered his decision. This grievance shall be in writing and a copy of the original written grievance must be attached. The Chief shall within ten (10) render his decision. A copy of the decision will be sent to the Association. The above-mentioned time frames may be extended in writing by mutual agreement.

Step II: (b) Where a grievance is general in nature, in that it applies to a number of employees, rather than a single employee, or if the grievance is directly between the PBA and the City, such grievance shall be presented by the Association's representative in writing directly to the Chief of Police, within ten (10) days of the Association's representative becoming knowledgeable of the occurrence of the event(s) which gave rise to the grievance. Any such grievance shall be limited to the express term of this Agreement. For purposes of this section the Association's representative is the executive director of the Association or any of the representatives designated by the Association pursuant to Article 5, Section 4 of this Agreement.

Step III: Any grievance not settled at Step II will be taken up with the City Manager or his designee within ten (10) days from the date the Chief of Police has rendered his decision. The designee selected by the City Manager shall not be a police department employee. This grievance shall be in writing and a copy of the original written grievance

must be attached. The City Manager shall within ten (10) days render his decision. A copy of the decision will be sent to the Association. The above-mentioned time frames may be extended in writing by mutual agreement.

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

Any remedy resulting from a grievance shall be limited to the express term of this Agreement, that is, October 1, 2015 through September 30, 2018.

ARTICLE 24
ARBITRATION PROCEDURE

Section 1: Definitions and Clarifying Statements:

In the event an arbitrable grievance processed through the grievance procedure has not been resolved in Step III, the Association may submit the grievance twenty (20) days after the City Manager or his designee renders a written decision on the grievance. Within these 20 days, the Association shall request that the Federal Mediation and Conciliation Services (FMCS) provide a panel of seven (7) names. A copy of the request to the FMCS shall be simultaneously provided to the City. The request to the FMCS must be submitted prior to the expiration of the twenty-day period.

From the panel of seven names, the Association shall strike first. The next five names shall be stricken in alternating fashion, leaving the seventh (7th) name, which will give a neutral or impartial arbitrator. In lieu of striking names, the parties may mutually agree to an arbitrator from the list of seven (7) names provided by the Federal Mediation and Conciliation Service. This process shall be completed within fifteen (15) calendar days of receipt of the panel. Upon mutual agreement, either party may strike an entire panel.

In the event a dispute exists with respect to the arbitrability of the grievance submitted to arbitration, the City and the Association agree to request from the FMCS a second panel of seven (7) names within the aforementioned twenty (20) day period. Using the striking procedure detailed herein, the parties agree to select an arbitrator within five (5) calendar days of receipt of the panel. The parties agree that the matter of arbitrability be submitted to the arbitrator, and that it be heard and resolved by the arbitrator within forty-five (45) calendar days, if possible.

Section 2: Procedures:

2.1: The City and the Association 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 prior to the arbitration hearing. The arbitrator, thereafter, shall confine his decision to the particular grievance thus specified. In the event the parties fail to agree on the statement of the grievance and/or witness lists to be submitted to the arbitrator, each party shall accept service of witness subpoenas. The arbitrator will confine his consideration and determination to the written statement of the grievance presented in Step III of the grievance procedure. The arbitrator shall fashion an appropriate remedy for violations of the provisions contained in this Agreement.

The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or amendment hereto. The arbitrator shall

have no authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration or which is not a grievance as defined in this Agreement; nor shall this Agreement be construed by the arbitrator to supersede applicable laws in existence at the time of signing of this Agreement, except to the extent as herein provided. The arbitration hearing shall be conducted in accordance with the National Rules for the Resolution of Employment Disputes promulgated by the American Arbitration Association.

2.2: Each party shall bear the expense of its own witness and of its own representatives for purpose of the arbitration hearing. The City shall provide a room for the purpose of conducting the arbitration hearing. The impartial arbitrator's fees and related expenses shall be shared equally by the parties. Any party desiring a transcript of the hearing shall bear the cost of such transcript.

2.3: Copies of the arbitrator's award shall be furnished to both parties within thirty (30) days of the close of the arbitration hearing. The arbitrator's award shall be final and binding on the parties.

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

Section 3: Alternative Dispute Resolution

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

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

ARTICLE 25
SAVINGS CLAUSE

If any article, portion, provision, term or condition or section of this Agreement is found invalid, illegal or not enforceable by reason of any existing or subsequently enacted legislation or by judicial or administrative authority, all other articles, portions, provisions, terms or conditions and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. The parties agree to meet within thirty (30) days thereafter after each party receives actual written notice of the invalidity, illegality or unenforceability of the article, portion, provision, term or condition or section of this Agreement to bargain, if necessary, concerning that the article, portion, provision, term or condition or section found to be invalid, illegal or not enforceable unenforceable. The failure to reach any agreement shall have no effect on the other articles, portions, provisions, terms or condition or sections of this agreement, which shall remain in full force and effect for the duration of this Agreement.

ARTICLE 26
SERVICE TO THE ASSOCIATION

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

A. Current Final Budget
B. Current Personnel Rules and Regulations
C. Current Police Procedures Manual
D. Current Safety Manual
E. Current City Substance Abuse Policy
F. Current Education and Tuition Reimbursement Policy
G. Current Comprehensive Emergency Operations Plan
H. Current list of all eligible bargaining unit members with name, date of birth and rate of pay.

ARTICLE 27
OTHER AUTHORIZED LEAVES-OF-ABSENCE

In addition to Annual and Sick Leave, eligible bargaining unit members are entitled to, or may be subjected to, the following leaves of absence.

Section 1: Personal Leave Days.

All Lieutenants shall receive three (3) compensated personal leave days on their classification date each year without deduction from any other accrued leave benefit. Paid personal leave days shall not be carried over from year to year. Personal days are not compensated upon separation from City employment.

Section 2: Compensatory Time.

All bargaining unit members will receive forty (40) hours compensatory time on their classification date each year. Bargaining unit members may not utilize more than forty (40) compensatory hours in any twelve (12) month period, commencing on their classification date, and ending on the day prior to the classification date of the following year. Compensatory time may not be accumulated or banked. Any unused compensatory time held on the day prior to the classification date of the following year shall be forfeited. Additionally, upon separation from employment with the City for any reason, employees are not entitled to and will not receive payment for any unused compensatory time balance.

Requests for use of compensatory time will be submitted to the appropriate Assistant Chief seventy-two (72) hours in advance of the requested time off. Obviously, exigent circumstances may apply and that would waive the minimum seventy-two (72). Compensatory time will be charged in eight (8) or ten (10) hour minimum increments. When multiple requests are submitted, seniority will apply.

Section 3: Military. All bargaining unit members called to active military duty or to military training exercises under Chapter 115, Florida Statutes, shall be paid their salary for the first 30 days or 240 hours of such service in any one annual period, respectively.

If the employee's leave for active military duty extends beyond 30 days, the bargaining unit member shall be paid the difference between the member's military wages and City wages such that he receives the equivalent of his base salary (i.e., made whole).

Section 4: Bereavement. Employees shall be granted a maximum of up to five (5) days Bereavement Leave in any twelve-month period for deaths in their immediate family, without charge to any other accrued leave time.

Immediate Family includes: spouse, children, parent, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepchildren, aunt, uncle, or legal guardian. Proof of death, as well as proof of familial relationship, is required to receive bereavement leave credit. In the event sufficient proof is not submitted, annual leave shall be charged.

Section 5: FMLA. In accordance with federal regulations, bargaining unit members may be granted job-protected leave for the following purposes:

A) Birth and care of a newborn child
B) Placement with employee of adopted or foster child
C) Care for spouse, son, daughter, or parent
D) Medical leave when employee is unable to work
E) Qualifying Military Exigency Leave
F) Military Caregiver Leave

Section 6: Jury Duty. Bargaining unit member shall be compensated when subpoenaed to Court as a juror; or a witness in non-City related matter, when that matter requires the member to be absent for less than one (1) day._In order to receive compensation, a copy of the subpoena must be presented by the member to his immediate supervisor. Any remuneration paid by the Court, except for mileage (unless mileage was attributed to a City vehicle), shall be turned over to the City.

Section 7: Unpaid Personal Leave. Unpaid personal leave may be granted for reasons not covered under FMLA. The Chief of Police may reject or limit requests for Unpaid Personal Leave. No Unpaid Personal Leave shall be granted beyond 180 days in any twelve-month period, without the approval of the Chief of Police and City Manager.

Section 8: Administrative Leave. The City Manager or Chief of Police may place a bargaining unit employee on administrative leave for an arrest charging a violation of Florida or federal criminal law involving egregious conduct. Administrative leave shall be limited to 180 days and may be paid or unpaid. Employees placed on unpaid administrative leave may use accrued vacation or compensatory leave benefits.

ARTICLE 28
DURATION

Section 1: All articles contained in this Agreement shall continue in full force and unchanged, except as otherwise stated herein, for a time period of three (3) years, October 1, 2015 through September 30, 2018.

Section 2: In the event either party hereto desires to negotiate a successor Agreement, said party shall serve upon the other party its written request via Certified Mail, no later than March 1, 2018.

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

Section 4: In the event that neither party requests negotiation of a successor agreement by March 1, 2018, this agreement shall automatically be continued for an additional year until September 30, 2019 with no change.

FOR THE INTERNATIONAL UNION OF POLICE ASSOCIATIONS (IUPA)

Lieutenant Leo Niemczyk, President
International Union of Police Associations (IUPA)

4-12-2016
DATE

Lieutenant Scott Beck, Vice-President
International Union of Police Associations (IUPA)

4/12/16
DATE

FOR THE CITY OF PORT ST. LUCIE:

Jeffrey A. Bremer, City Manager

4-20-16
DATE

CITY'S NEGOTIATING TEAM:

Jerome Post, SPHR
Director, Human Resources

4/15/16
DATE

Lara Donlon, Attorney
Torcivia, Donlon, Goddeau & Ansay, P.A.

4/19/16
DATE

Susan Williams, PHR, SHRM-CP, CLRP
Labor Relations Administrator

4-15-16
DATE

Richard DelToro, Assistant Chief of Police

4/15/16
DATE

Dave Pollard, OMB Director

4.20.16
DATE

APPENDICES

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

TO/EMPLOYER: **Port St. Lucie**

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

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

Name of Employee (Print): _____

Signature of Employee: _____

Employee Number: _____

Date Signed: _____ **(PC 6018)**

MEMBERSHIP APPLICATION – Port St. Lucie Police Lts Assn
IUPA Local 6018

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

Name of Employee (Print): _____

Signature of Employee: _____

Position: _____

Date Signed: _____

Address: _____

_____

Contact Phone Number: _____

Personal Email: _____ **(PC 6018)**

PORT SAINT LUCIE POLICE DEPARTMENT
GENERAL GUIDELINE #632

CORRECTIVE DIVERSION PROCESS

Rescinds: 09/01/09 Effective: 09/29/15 Revision No.: 1
Accreditation Standards:

CONTENTS: This guideline consists of the following numbered sections:

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

I. PURPOSE:

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

II. SCOPE:

This general guideline shall apply to all police department personnel.

III. DISCUSSION:

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

IV. DEFINITIONS:

A. Corrective Diversion Process (C.D.P.): a voluntary alternative disciplinary process that may be extended to employees who are subject to the disciplinary process and meet the established criteria.

B. Discipline: under the C.D.P., discipline consists of a "Written Reprimand" or "Suspension" (1, 2 or 3 days).

C. Similar Sustained Violation: a sustained violation of policy which is the same or similar in nature to a previous violation, as determined solely by the Chief of Police or his designee.

V. ELIGIBILITY:

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

A. The employee has received discipline for a violation of a policy/rule; met the following criteria; and was offered the opportunity to participate in the C.D.P. by the Chief of Police or his designee.

B. The employee accepts responsibility for his/her actions and indicates on the Employee Discipline Notice that he/she agrees with the discipline and waives the right to appeal.

C. In determining viable participants, the Chief of Police may factor length of service, feedback from superiors, prior disciplinary issues, and/or any other non-discriminatory factors deemed relevant. In no case shall an employee's non-selection for the C.D.P. be subject to the grievance process.

D. The categories of discipline eligible for the C.D.P. include a Written Reprimand or Suspension (1, 2, or 3 days).

E. The employee has five (5) days to accept the Chief of Police's offer to participate in the C.D.P. and thereby accept responsibility for his/her action.

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

VI. CORRECTIVE DIVERSION PROCESS PROCEDURE:

A. The employee begins the C.D.P. on the date he/she agrees to the discipline and signs the Employee Discipline Notice and the waiver of the right to file a grievance for this discipline.

B. The employee enters the C.D.P. for a period of one hundred eighty (180) days, during which time the employee must not be the subject of a similar sustained violation.

C. If a similar sustained violation occurs, the employee will be notified in writing that the original discipline, for the original violation, will stand.

1. If the original discipline was a written reprimand, the written reprimand will remain in effect from the date it was originally issued.

2. If the original discipline was a suspension, the suspension will be served, or if approved, leave time (in lieu of the suspension) will be surrendered, within fourteen (14) days of receiving written notice indicating that the original discipline will stand.

D. The discipline for the re-offending conduct (i.e., the new similar sustained violation) will be subject to and determined by current disciplinary procedures. Such re-offending conduct will not be eligible for the C.D.P.

E. If the employee remains free of similar sustained violations, the Chief of Police shall lower the discipline one level. For example, a Written Reprimand shall be changed to a Supervisor Conference Form and a Suspension shall be changed to a Written Reprimand.

F. Upon completion of the C.D.P., the appropriate discipline shall be recorded with the Human Resource Department and the Internal Affairs Section. A memo will be generated and provided to the involved employee confirming the completion of the C.D.P.

G. The employee may participate in only one C.D.P. opportunity in a twelve (12) month period. The twelve (12) month period is calculated from the date of the last C.D.P.

H. If a dispute arises regarding interpretation of the C.D.P., the final decision is at the sole discretion of the Chief of Police.

I. The Professional Standards Division will be responsible for managing the C.D.P.

J. The Chief of Police reserves the right to alter, supplement and/or terminate the C.D.P. at any time. Should this occur, any employee(s) in the program during said time will be permitted to continue to participate under the conditions in existence at the time of their acceptance.

SIGNATURE ON FILE
IN ACCREDITATION OFFICE

John A. Bolduc
Chief of Police

Appendix C

INTERNATIONAL UNION OF POLICE ASSOCIATIONS AFL-CIO

The Only Union for Law Enforcement Officers

GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE

GRIEVANCE NUMBER	NAME OF LOCAL Port St. Lucie Police Lieutenants Association	LOCAL NUMBER #6018

EMPLOYER INFORMATION

EMPLOYER'S NAME: City of Port St. Lucie	PHONE NO:

ADDRESS:

GRIEVANT'S INFORMATION

GRIEVANT'S NAME:

ADDRESS:

PHONE NUMBER:	WORK NUMBER:	EXT:

POSITION/CLASSIFICATION: Lieutenant

LIST BELOW THE ARTICLE(S) AND SECTION(S) OF CONTRACT VIOLATED:

EXPLAIN BELOW HOW THE ABOVE ARTICLE(S) AND SECTION(S) WERE VIOLATED:

DID YOU DISSCUSS GRIEVANCE WITH YOUR IMMEDIATE SUPERVISOR? ☐ YES NO ☐

IF YES: SUPERVISOR'S NAME: _____ DATE/TIME: _____

LIST OTHERS PRESENT, INCLUDING UNION REPRESENTATIVE:

REMEDY DESIRED:

GRIEVANT'S SIGNATURE: _____ DATE/TIME: _____

International Headquarters • 1549 Ringling Boulevard • 6th Floor • Sarasota, Florida • 34236-6772 • (941) 487-2560 • Fax (941) 487-2570
Legislative Affairs Office • Washington, DC

GRIEVANCE REPORT FORM

PLEASE PRINT OR TYPE

STEP 1	RECEIVING SUPERVISOR: TITLE: Assistant Chief	DATE/TIME:
	SUPERVISOR'S RESPONSE:	
	RETURNED TO:	DATE/TIME:
	☐ ACCEPTED REJECTED ☐	UNION REPRESENTATIVE:
STEP 2	RECEIVING SUPERVISOR: TITLE: Chief of Police	DATE/TIME:
	SUPERVISOR'S RESPONSE:	
	RETURNED TO:	DATE/TIME:
	☐ ACCEPTED REJECTED ☐	UNION REPRESENTATIVE:
STEP 3	RECEIVING SUPERVISOR: TITLE:	DATE/TIME:
	SUPERVISOR'S RESPONSE:	
	RETURNED TO:	DATE/TIME:
	☐ ACCEPTED REJECTED ☐	UNION REPRESENTATIVE:
Arbitration	RECEIVING SUPERVISOR: TITLE:	DATE/TIME:
	SUPERVISOR'S RESPONSE:	
	RETURNED TO:	DATE/TIME:
	☐ ACCEPTED REJECTED ☐	UNION REPRESENTATIVE:

IUPA WILL APPEAL/ARBITRATE AS PROVIDED ☐ YES NO ☐

APPROVAL BY IUPA REPRESENTATIVE:

SIGNATURE: _____ DATE/TIME: _____