

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF STUART, FLORIDA

AND

**PALM BEACH COUNTY POLICE
BENEVOLENT ASSOCIATION, INC.**

OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2009

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PREAMBLE

This agreement is entered into effective October 1, 2006, except as otherwise provided herein, between the City of Stuart, Florida, hereinafter referred to as the "City," and the Palm Beach County Police Benevolent Association, Inc., a Florida corporation, hereinafter referred to as the "PBA."

It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between parties herein, to provide an orderly and peaceful means to settle any misunderstandings or differences which may arise regarding basic working conditions and full agreements concerning rates of pay, wages, hours of employment, conditions of employment or any dissatisfaction by a member of either party.

There shall be no individual arrangements contrary to the provisions of this Agreement.

ARTICLE 1

RECOGNITION

Section 1. The City recognizes the PBA as the exclusive bargaining representatives as defined in Chapter 447, Florida Statutes, as amended, for all employees employed in the unit defined by the Public Employees Relations Commission in its certification number 1018, issued May 11, 1993, which certification includes all employees of the City of Stuart within the classification of police patrolman and police sergeant.

Section 2. The PBA recognizes that the City Manager is the collective bargaining representative for the City. The PBA further recognizes its obligation to bargain solely and exclusively with the City Manager or his designee, and to refrain from any approach or appeal to the legislative body of the City (City Commission) or any of its members which is designed to influence or change the strategy, methods, or proposals being utilized by the City Manager at any phase of the negotiating process, including impasse proceedings, except where specifically authorized by law.

ARTICLE 2

REPRESENTATIVES OF PARTIES

Section 1. The City agrees that during the term of this Agreement it will deal only with the authorized representatives of the PBA in all matters requiring mutual consent or other official action called for by this Agreement.

Section 2. The PBA likewise agrees that during the term of this Agreement the PBA and the employees covered thereunder shall deal only with the City Manager or his representative in matters requiring mutual consent or other official action as called for by this Agreement.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1. Except as specifically and expressly abridged, limited, or modified by the written terms of this Agreement, all of the rights, powers, and authority previously possessed or enjoyed by the City of Stuart prior to this Agreement are retained by the City and may be exercised without prior notice or consultation with the PBA. All other rights to manage the Police Department and the operations, functions, and purposes thereof, which are not recited in or expressly limited by this Agreement, are reserved exclusively to the City.

Section 2. Nothing in this Agreement shall be construed so as to limit or impair the right of the City to exercise its sole and exclusive discretion on all of the following matters, providing such exercise is consistent with the express terms of this Agreement.

a. To manage the Police Department and exercise sole and exclusive control and absolute discretion over the organization and operations thereof.

b. To determine the purpose and functions of the Police Department.

c. To determine and adopt such policies and programs, standards, and rules and regulations as are deemed by the City to be necessary for the operation/improvement of the Police Department; and to select, manage, direct, and evaluate all management, supervisory, administrative, and other personnel.

d. To set methods, means of operations, and standards of service to be offered by the Police Department, and to contract such operations/services to the extent deemed necessary, practical, and feasible by the City in its sole discretion.

e. To decide the number, location, design, and maintenance of the Police Department's facilities, supplies, and equipment. To relocate, remodel, or otherwise revise operations and facilities as may be deemed necessary by the City to provide the Police Department employees with a clean, healthy, quality work environment.

f. To determine the qualifications of all employees of the Police Department. To select, examine, hire, classify, train, assign, schedule, direct, transfer, promote, discipline, discharge, retain, and manage all employees of the department.

g. To discharge, demote, or suspend any employee of the Department, and to take other disciplinary action against such employee or to relieve such employee from duty, for just cause.

h. To determine the extent of its operations, to determine when any part of the complete operations shall function or be halted, and to determine when, where, and to what extent operations/services shall be increased or decreased.

i. To establish, change, or modify employee's duties, tasks, or requirements within the scope of law enforcement responsibilities.

j. To make, issue, publish, enforce, and modify policies, procedures, rules, and regulations as the City may from time to time deem best.

Section 3. If, in the sole discretion of the City Manager of the City of Stuart, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane/tornado conditions, epidemics, public employee strikes, or similar catastrophe, the provisions of this Agreement may be suspended by the City during the time of such declared emergency, except monetary provisions.

Section 4. The City Charter, together with all applicable State and Federal Laws, shall be supreme to this Agreement in all matters pertaining to or resulting from any negotiations in such areas of discretion as the City's mission, budget, obligation to its citizens, organization, assignment of personnel, tasks, duties, responsibilities, or the technology required to perform work.

Section 5. The City has the sole, exclusive right to direct managerial, supervisory, administrative personnel and any other employee not covered by this Agreement to perform any task in connection with the operation of the Police Department, whether or not normally performed by the employees within the bargaining unit.

Section 6. The selection and assignment of supervisory and managerial personnel are the sole responsibility of management and shall not be subject to the grievance and arbitration procedures provided for in this Agreement.

Section 7. The PBA recognizes that the City and the Police Department are obligated to comply with all federal, state, and local laws, ordinances, regulations, directives, and guidelines, including such matters as affirmative action and equal employment opportunity, and the PBA shall cooperate and do all things necessary to facilitate compliance with said laws.

Section 8. The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved from filing a grievance, but such grievance can be filed only on the grounds that the action complained of is in violation of the express written terms of this Agreement.

Section 9. Nothing in this Article shall be construed as a waiver of the Union's rights to demand bargaining over the impact of any rule change which has the practical effect of altering terms and conditions of employment.

ARTICLE 4

GRIEVANCE PROCEDURE

Section 1. General Terms.

The grievance procedure is intended to provide a quick and effective procedure for resolving employee grievances. Time limits may be extended by express agreement between the grievant and the reviewer. If a grievant fails to observe a time limit for filing a grievance at any step, the grievance will be considered abandoned. Failure of a reviewer to timely respond to a grievance shall result in the automatic advancement of the grievance to the next step.

Section 2. Definitions.

As used in this Article, the following terms have the defined meanings:

"Grievance" means a written complaint of a member regarding the interpretation or application of a specific provision of this Agreement.

"Working day" means a day actually worked by the individual charged with a responsibility to act pursuant to this Article.

"Grievant" means a bargaining unit member who has filed a grievance pursuant to this Article.

"Reviewer" means the individual given the responsibility by this Article to review and resolve grievances.

"Class Action" means any grievance (s) involving or affecting more than one (1) member of the Bargaining Unit which is/has been filed collectively by the PBA.

Section 3. Informal Resolution of Complaints.

Oral complaints regarding the interpretation or application of a specific provision of this Agreement may be expressed by a bargaining unit member to a supervisor and resolved prior to the initiation of a formal grievance proceedings. In the event informal discussions fail to satisfactorily resolve an oral complaint, a grievance may be filed pursuant to this Article.

Section 4. Time.

An oral complaint shall be made with the appropriate reviewer within ten (10) working days from the day the member knew or should have known of the facts giving rise to the grievance. It shall be the responsibility of the grievant to timely file the grievance at each step of the process described in Section 5 below. The time limits as described in Section 5 below may be extended with mutual agreement by both parties.

Section 5. Grievance Steps.

STEP 1: A complaint regarding the interpretation or application of a specific provision of this Agreement shall be made orally by a Police Officer to the grievant's Shift Sergeant and by a Police Sergeant to the grievant's Division Commander. The reviewer shall respond within five (5) working days.

STEP 2: Within five (5) working days of the completion of STEP 1 above, a grievance may be filed by a Police Officer or a Police Sergeant with the grievant's Division Commander.

STEP 3: Within five (5) working days of the completion of STEP 2 above, a grievance may be filed with the Police Chief.

STEP 4: Within five (5) working days of the completion of STEP 3 above, a grievance may be filed with the City Manager.

NOTE: If a grievance is filed by two (2) or more members of the Bargaining Unit concerning the same issue, the grievance will be considered a "Class Action" grievance and will be filed by the Bargaining Unit President or his designee. All responses from the City concerning a "Class Action" grievance will be referred back to the Bargaining Unit Representative filing the grievance. Any "Class Action" grievance filed will begin at STEP 3 of the Grievance Procedure (with the Chief of Police) and shall follow the procedures as set forth in this Article.

Section 6. Review Procedure.

As soon as reasonably possible after receipt of a grievance, the reviewer shall meet with the grievant to informally discuss and resolve the grievance. If approved by the grievant, the meeting may be attended by a "representative" identified in Article 2 REPRESENTATIVES OF PARTIES of this Agreement. Within five (5) working days after the meeting, the written decision of the reviewer shall be given to the grievant.

Section 7. Binding Arbitration.

Within ten (10) working days of the decision of the City Manager, the grievant shall notify the City Manager of an intent to arbitrate the grievance. The grievant may request of the Federal Mediation and Conciliation Service a list of qualified arbitrators. Within ten (10) working days of receipt of the list, both parties shall meet for the purpose of choosing an arbitrator. The parties will alternatively strike one (1) name from the list until one name is left. The decision as to who strikes first shall be made with the toss of a coin or any other mutually agreeable method.

The arbitrator thus selected shall conduct the arbitration process. The written decision of the arbitrator shall be final and binding upon all parties when given to both the grievant and the City Manager.

Section 8. Expenses.

The expense of the arbitrator and other expenses necessary for arbitration shall be shared equally by the grievant and the City. All expenses voluntarily incurred by a party, including but not limited to attorney fees, legal fees, court reporter charges, witness fees and costs, shall be paid by the party incurring such costs.

ARTICLE 5

NO STRIKE CLAUSE

Section 1. Each bargaining unit member agrees that he or she will not participate in a strike, work stoppage, work slowdown, boycott, or intentional failure or refusal to perform assigned work duties for any reason. "Participate in" means instigate, authorize, condone, sanction, ratify, or in any way support, including failure to report any such known activity to the Police Chief. The work of police officers in the City of Stuart is vital to the welfare and safety of the community and cannot be compromised.

Section 2. Any violation of this Article by a bargaining unit member shall be cause for discipline or dismissal. Further, the City may seek an injunction to preclude violations of this Article by bargaining unit members and other relief as provided by law.

ARTICLE 6

DUES CHECK-OFF

Section 1. The City shall deduct dues owed by the employee to the PBA weekly, bi-weekly or monthly basis, provided that, prior to such deduction, the PBA has provided the City with a signed statement from each employee whose dues are to be deducted of the amount to be deducted and that such deduction is authorized.

Section 2. Any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the City and the PBA.

Section 3. The City shall receive \$10.00 per month, to be paid no later than the 15th of the month, as reimbursement of its reasonable costs.

Section 4. The PBA hereby indemnifies the City against any claims made and against any lawsuits filed on account of dues deducted as provided in this article.

ARTICLE 7

PBA BUSINESS AND REPRESENTATIVES

Section 1. The PBA shall be permitted to have a chief representative and one representative assigned to each team or unit. The PBA shall notify the Chief of Police in writing of the name of each representative, if requested. The representatives may be changed at any time at the discretion of the PBA.

Section 2. It is agreed that the spokespersons for the PBA shall be the lodge president or his designee and the PBA representatives as named by the PBA.

Section 3. Every effort will be made to schedule negotiations during off-duty hours. However, the lodge president (or his designee) may be allowed reasonable time off without loss of pay to attend meetings with the City for purposes of renegotiating this contract, as long as his absence does not interfere with the efficient operation of the Department as determined by the Police Chief. Such meetings will be set at mutually agreed times and places.

ARTICLE 8

PREVAILING RIGHTS

Section 1. Terms and conditions of employment not changed by this Agreement shall be deemed "prevailing rights" and shall not be changed in an arbitrary or capricious manner by either party.

Section 2. The terms of this Agreement shall prevail over any conflicting terms in the City Personnel Manual (CPM) and the Stuart Police Policy and Procedures Manual (SPM). The terms of the CPM shall prevail over any conflicting terms in the SPM.

Section 3. The City may modify the terms of the CPM and the SPM, provided no such amendment shall affect the meaning or application of any provision of this Agreement or any terms and conditions of employment.

Section 4. The PBA recognizes that, except as provided in this Agreement, the City retains all the rights and authority it has previously exercised in providing the law enforcement services through the Stuart Police Department and in the organization and direction of employees in the Department who provide these services.

Section 5. The City retains the right to modify or discontinue any position, assignment, or operation currently held or performed by a bargaining unit employee. Such employees shall be reassigned subject to the Layoff policy provisions pursuant to this Agreement.

ARTICLE 9

REDUCTION IN FORCE

Section 1. In the event of a personnel reduction in force by the City, probationary employees shall be laid off before non-probationary employees, and police officers shall be laid off before sergeants.

Section 2. The City shall employ the following criteria to select those employees who shall be laid off:

a. DEPARTMENT NEED - the impact of the reduction in force upon the delivery of services to the public.

b. SENIORITY - continuous length of service with the City.

c. PERFORMANCE AND PRODUCTIVITY - including but not limited to performance evaluations, attendance, disciplinary actions, and safety records.

d. SPECIAL SKILLS, KNOWLEDGE, AND ABILITY - the special qualities of an individual which affect the delivery of services to the public.

Section 3. No position vacant due to layoff shall be filled within twelve (12) months of the layoff until a notice of re-employment has been mailed by the City to the person laid off at such person's last known home address. To accept re-employment, such person must hand deliver a written notice of acceptance of re-employment to the City within 30 days of the date of mailing.

Section 4. A person so recalled shall, in the opinion of the Chief, be mentally and physically fit to perform work duties at the time of recall. Such person must also meet all applicable standards of the Florida Police Standards Commission.

ARTICLE 10

DISCIPLINE

Section 1. Discipline

A. No employee shall be disciplined by demotion, suspension, or termination without cause. A violation of any provision in the Stuart Police Policy Manual or any provision of this Agreement shall be deemed "cause" for discipline.

B. Formal sustained Internal Investigation final action summary results will be included in the employee's personnel file. Formal discipline shall be defined as including demotions, removal, suspensions or similar actions.

Internal investigations records and Citizen's complaints not sustained or unfounded and informal discipline that is defined as including written or verbal reprimands, memoranda or similar actions shall be kept in accordance with Florida public records law. The employee may submit a written rebuttal to any written reprimand which shall be attached to the reprimand and placed in the employee's file.

C. The guidelines for disciplinary action are set forth in the City Personnel Manual. In the event a disciplinary action does not fall within applicable guidelines, the reason(s) therefor shall be stated in writing, and a copy thereof posted on the Police Bulletin Board.

D. A member who has been suspended as a disciplinary measure may, with the consent of the Chief of Police, use vacation time or compensatory time, or both, to serve the period of suspension, or any position thereof.

E. A member who has been the subject of an internal investigation shall be notified of the findings of the investigation within 10 days after the approval of the report of the internal affairs officer by the Chief. The internal affairs officer shall attempt to complete the report within 30 days and the Chief will attempt to complete the initial review of the report within 15 days of receipt from the internal affairs officer. After final approval of the report by the Chief and after notice to the officer is provided to section 122.533(2)(a), Florida Statutes, the investigation shall no longer be deemed to be "active."

Section 2: Disciplinary Appeals

An employee who is disciplined with a suspension without pay, termination or demotion in violation of this collective bargaining agreement may file a grievance thereof pursuant to Article 4 hereof. The grievance shall be filed with the City Manager at Step 4 of the grievance process. Discipline that does not violate this agreement shall not be the subject of a grievance.

ARTICLE 11

SENIORITY

Section 1. For the purposes of this section, seniority of a police officer shall mean continuous paid service with the City since the last date of hire. Seniority of a sergeant shall mean continuous paid service since the date of promotion to sergeant.

Section 2. Seniority shall be used for the following purposes:

a. SHIFT PICKS. Shift picks will take place annually. Officers will be given a reasonable time to indicate a preference for a particular shift to the Chief. Thereafter the Sergeants will select their team (shift) members. The Road Patrol Sergeants will determine the order of selection by mutual agreement. Selection shall continue until all team members are selected. All selections shall be subject to the approval of the Chief.

b. VACATION LEAVE SELECTION. Vacation leave shall be reserved annually in accordance with the Police Policy Manual. Conflicts shall be resolved by the Chief with deference first to Sergeants, then assistant team leaders, then to seniority.

During December 1 through December 30 period, members shall reserve vacation leave for January through June. During the April 1 through April 30 period, members shall reserve vacation leave for July through December as follows:

- 1) Sergeants in accordance with seniority.
- 2) Assistant team leaders.
- 3) Team members according to seniority.
- 4) Sequential rounds of selections according to seniority.

Not less than 40 nor more than 120 hours shall be reserved in any single selection. The reservation process shall be repeated until all members have completed their selections.

Subject to the approval of the Chief, more than one member of a team may be allowed to reserve concurrent vacation leave after consideration of their job functions, departmental needs, and the availability of members from other teams to work. Subject to the approval of the Chief, team leaders will be responsible to resolve conflicts.

Exceptions and exemptions will be considered on an individual basis by the Chief.

c. TRANSFER ASSIGNMENTS - Seniority shall be considered along with duties, responsibilities and fitness.

d. CITY-SCHEDULED OVERTIME - The City shall schedule overtime known not

less than 96 hours in advance according to a rotational list based on seniority prepared each October 1. The name of the member offered overtime work shall move to the bottom of the list. An employee shall not be offered overtime to work longer than 16 continuous hours. The list shall be kept current by the Operations Commander.

e. CITY-SCHEDULED OFF-DUTY DETAIL - The scheduling of City-Scheduled Off-Duty Detail (i.e. the Fourth of July and Christmas Parade) will be handled by the Chief or his designee. A sign-up sheet and dates and times the events that need to be worked will be posted. All officers wishing to work such events shall place his or her name at the bottom of the sign up sheet. The name or names at the top of the list shall have the option to accept the City-scheduled overtime. Following the event the name of an officer who accepts and works the event shall be moved to the bottom of the list. The name of an officer who refuses an event shall remain at the top of the list. The Chief shall have the right to refuse to allow an officer to work a particular event in his sole discretion. Should a conflict arise out of two (2) or more officers wanting the same event, the conflict shall be resolved by the Chief.

Section 3. Seniority shall not apply to emergency callout, or City scheduled overtime known less than 96 hours in advance, special details, special events, or off-duty assignments.

ARTICLE 12

PROMOTIONS TO SERGEANT

Section 1. An eligibility list for promotion to the rank of Sergeant shall be maintained and periodically updated. A test for promotion to sergeant shall be given by the City in odd-numbered calendar years or more frequently, at the Chief's discretion. The nature of the test shall be determined by the Chief according to budgetary limitations.

Section 2. No person shall be promoted to sergeant whose name does not appear on the eligibility list. The promotional list will be established in ascending order by cumulative score and will remain in effect until completion of the next testing. The Chief may promote any of the top five scoring candidates and reserves the right to order re-testing if none of the candidates scored 80% or higher.

Section 3. It shall be the responsibility of an employee interested in being tested to prepare and review the test materials. The test materials will be identified by the City 60 days in advance of the test. An employee scheduled to work at the time of the promotional test shall be allowed time to take the test without loss of wages or benefits.

Section 4. A promoted employee who does not successfully complete the probationary period for sergeant shall be returned to the rank of police officer but not be given the same assignment or assignments.

ARTICLE 13

HOLIDAYS

Section 1. Six (6) recognized paid holidays of the fiscal year will be Thanksgiving Day; Christmas Day; New Year's Day and three (3) Optional Holidays. An additional "optional holiday" shall be allowed in lieu of "Birthday Leave" subject to approval of the Police Chief. The payment of these (six (6) holidays will be paid to the employee within the week in which they fall.

Section 2. An employee whose regular shift day falls on a paid holiday shall be paid at the rate of time and one-half hours pay for eight hours work for the hours worked on the holiday. An employee whose regular shift day does not fall on a paid holiday shall be paid at "straight time" for the eight-hour holiday as are other City employees.

Section 3. To receive pay for a holiday, an employee must be on the "active payroll" or paid status of the City on both the workday before and the workday following the holiday.

Section 4. There shall be no reduction in vacation leave or in sick leave in the event a holiday falls during the vacation leave or sick leave of an employee.

Section 5. A holiday shall not be considered as hours worked for the purpose of computing overtime compensation. Unless the work week is changed as stated in Article 27 of this Agreement, an employee who actually works more than 40 hours in a work week shall be paid for the additional hours over 40 at the overtime rate according to said Article 27.

ARTICLE 14

VACATION LEAVE

Section 1. Employees shall accrue paid vacation credit beginning on their first day in pay status in their normal shift rate.

Section 2. Vacation time will be calculated in the following manner and includes the five "recognized holidays" described in Section 1 of ARTICLE 13 above:

<u>Years of Continuous Service</u>	<u>Vacation</u>
First through Fifth Year	15 working days
Sixth through Tenth Year	17 working days
Eleventh through Fifteenth Year	20 working days
Sixteenth through Twentieth Year	22 working days
Twenty-first through Twenty-Fifth Year	25 working days
Twenty-Sixth and above	30 working days

Section 3. There shall be no limit on the accrual of vacation leave.

Section 4. After 12 months employment with the City, upon separation of service with the City the payment for unused vacation leave shall be limited to 240 hours.

Section 5. An employee whose annual vacation leave account exceeds 240 hours may be placed on vacation leave by the Chief of Police.

ARTICLE 15

RECALL

An employee who is called from off-duty by the City to work shall be paid for a minimum of three hours or for the time actually worked, whichever is greater.

ARTICLE 16

ACTING IN A HIGHER CAPACITY

Section 1: A police officer may be temporarily assigned to work as a Shift Commander and a Sergeant may be temporarily assigned to work as a Division Commander for three consecutive complete shifts. An employee so assigned for three consecutive complete shifts shall be compensated at the rate of pay two steps above the step rate of the employee so acting commencing on the first full day of such assignment. Such temporary assignments shall not be changed to avoid paying compensation for acting in a higher capacity. An officer "on call" or on "standby" shall not be deemed to be acting in a higher capacity unless called to duty in such higher capacity.

Section 2: A police officer assigned as an Assistant Team Leader for road patrol shall be compensated an additional one (1) step assignment pay during said assignment. Assistant Team Leaders who receive this assignment pay shall not be compensated as described in Section 1 of this Article except when the Assistant Team Leader is assigned to act as the Shift Commander outside of his/her normal duties.

ARTICLE 17

COURT ATTENDANCE

Section 1. The time spent under subpoena by an employee at a judicial proceeding who has been subpoenaed to appear as a result of a matter arising out of the performance of law enforcement activities as a police officer of the City shall be considered hours worked.

Section 2. An employee who is subpoenaed from off-duty to such judicial proceeding shall be paid for a minimum of three (3) hours or for the time actually worked, whichever is greater, provided such recall time is verified by use of an "off-duty court voucher." Employees responding to more than one subpoena for the same date will be paid the greater of the three (3) hour minimum or the combined time actually worked under all of the subpoenas. If the subpoena and time is three (3) hours before or three (3) hours after the employees scheduled shift, it will be paid as continuous time.

Section 3. A subpoenaed off-duty employee may be directed by the attorney for whom the subpoena was issued to remain available to return to court on short notice. Such employee shall be compensated for the time so spent as provided in ARTICLE 26 of this agreement, provided such "standby" time is verified by use of an "off-duty court voucher." As used in this section, "standby" does not mean a directive to report to court at another time such as "after lunch" or "tomorrow."

Section 4. The City will provide a vehicle, when available, to provide transportation for employees so subpoenaed to attend court.

ARTICLE 18

FITNESS FOR DUTY

Section 1. Definitions

As used in this article, the following terms have the defined meanings:

"Alcohol" means distilled spirits, wine, malt beverages, and intoxicating liquors.

"Critical incident" means any on-duty occurrence of a nature that is likely to have a profound emotional or psychological impact on those members involved. "Critical incidents" include, but are not limited to, police involved shootings, protracted hostage situations, and disasters resulting in mass injury or death.

"Drugs" means any of several chemical substances controlled by Chapter 893 Florida Statutes. Drugs include, but are not limited to, amphetamines, barbiturates, benzodiazepines, cocaine, methadone, methaqualone, opiates, propoxyphone, phencyclidine, marijuana, designer drugs, anabolic steroids, or any metabolite of these substances. The term "drugs" shall not include any of the above-named substances if prescribed by a licensed physician unless the substance is used in a manner contrary to the prescription or law.

"Drug test" means any chemical, biological, or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol or drugs.

"Light duty" means an assignment or responsibility which is compatible with the employee's injury as determined by the Chief. Such assignments may include, but are not limited to, processing walk-in complaints, research, conducting pre-employment background investigations, approved surveillance or intelligence gathering, or assisting in the communications center.

"Reasonable suspicion" means a belief that a member is using or has used alcohol or drugs in violation of City policy or this Article. "Reasonable suspicion" is drawn from specific and articulable facts and inferences drawn from those facts. Such facts and inferences may include, but are not limited to:

a. Observable phenomena while at work, such as direct observation of alcohol or drug use or the physical symptoms or manifestations of being under the influence of alcohol or drugs.

b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two supervisors.

c. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.

d. Information that an individual has tampered with an alcohol or drug test during his employment.

e. Information that an employee has caused, or contributed to, an accident while at work.

f. Information that an employee has used, possessed, sold, solicited, or transferred drugs or attempted to use, possess, sell, solicit, or transfer drugs.

Section 2. The City of Stuart and the Bargaining Unit have a strong and legitimate interest in insuring that employees are fit to perform their duties. Employees must be prepared to react and make decisions quickly in order to insure public safety. The work requires complete mental and physical functioning of employees. The purpose of this Article is to protect the public safety and welfare as well as the welfare and safety of the employees.

Section 3. All Bargaining Unit members shall be physically and mentally fit for duty.

Section 4. All Bargaining Unit members will submit to an annual physical examination by a licensed physician of the City's choice and at the City's expense. The examination shall be sufficiently thorough to allow the physician to determine whether the member is medically fit to remain on duty. At the City's discretion, the physical examination may include an evaluation by a licensed psychologist and a drug test. If the physician or psychologist is unable to make a conclusive determination as to the fitness for duty of a member and so states in writing, the member may be required by the Chief to submit to additional examinations, at the expense of the City, by the same or by another physician or psychologist selected by the City, for the purpose of determining the fitness for duty of the member..

Section 5. To demonstrate current fitness for duty, all members shall maintain compliance with the height-to-weight criteria in the current Police Department policy manual. A member who fails to do so may be required by the Chief to take and pass the current Physical Abilities Test (PAT) as designed by the Florida Department of Law Enforcement. The PAT shall be administered while the member is on duty. A member who passes the PAT at a weight greater than that allowed by the height-to-weight criteria shall not be required thereafter to take and pass the PAT unless such member fails to remain at or below the greater weight. A member who does not comply with the height-to weight criteria or who do not pass the PAT may be immediately relieved of

duty at the sole discretion of the Chief without pay until able to meet the height-to-weight criteria or pass the PAT. The City may, at its discretion, offer members who cannot meet the standards described in this section a reclassification to a non-sworn position in lieu of suspension.

Section 6. The City and the Bargaining Unit mutually agree that the City may require all members to be tested for alcohol or drug use. Such testing may be done during an annual physical examination, following any on-duty traffic crash, upon reasonable suspicion, and on a random basis. At the discretion of the City, such testing may be performed on any one or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimen, other than breath or urine, will be done under the supervision of a licensed physician of the City's choice. Breath specimens may be collected by any Florida certified breath testing technician. Urine specimens may be collected under the supervision of a designee of the Chief of Police using containers supplied by the testing laboratory.

Section 7. Scheduling for any testing or examination will be during duty hours at a time determined at the discretion of the City. Should a Bargaining Unit member refuse to cooperate with testing, including refusal to submit to the test at the time ordered, such refusal shall result in disciplinary action.

Section 8. In testing for the presence of alcohol, the City shall use any generally accepted testing procedure including, but not limited to, any state approved breath testing device. Should a test substantiate that the member is under the influence of alcohol while on duty, the member will immediately be relieved from duty pending disciplinary action.

Section 9. For random drug testing, members will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year. No more than 18 names will be drawn during any calendar quarter.

Section 10. In testing for the presence of drugs, the City shall use an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmation test such as gas chromatograph/mass spectrometry (GC/MS) will be performed. The City, at its sole discretion, may request a confirmation test if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the member shall immediately be relieved of duty pending disciplinary action.

Section 11. Within five (5) working days after receiving notice of a positive confirmed test result, the member may submit a written memorandum to the Police Chief offering an explanation for the confirmed positive test. If the explanation is satisfactory to the Chief, the City may, at its discretion, request the sample to be retested. If the results of the retest confirm a legal substance or legal use of a controlled substance, the member shall be returned to work without loss of pay or

benefits.

Section 12. Recognizing the importance of mental health, the City shall make available to its employees a confidential Employee Assistance Program. Members shall be encouraged to voluntarily participate in the EAP whenever they feel the need.

Section 13. Any member involved in a critical incident shall participate in a critical incident stress debriefing. The City may, at its discretion and expense, require a member to receive clearance from a licensed psychologist of the City's choice to return to work following a critical incident.

Section 14. The City may, at its discretion and expense, require a member to undergo a psychological evaluation when it appears that the member's work performance is negatively affected as the result of high stress or other psychological irregularity. In this event, the City will require that the member have clearance from a licensed psychologist of the City's choice to return to work.

Section 15. Medical clearance from a licensed physician will be required before a member will be allowed to work following any injury resulting in the member missing one or more days of work. At its discretion, and if approved by a licensed physician, the City may assign injured members to light duty. This section pertains to injuries occurring both on duty and off duty.

Section 16. Medical clearance from a licensed physician will be required before a member will be allowed to return to work following an illness resulting in the member missing three or more work days.

Section 17. Nothing herein shall be construed to prevent any supervisor or commanding officer from relieving a member from duty when it appears such action is necessary to ensure the safety, health and welfare of the member, other employees, or the public. Any person so relieved shall be instructed to report to the office of the Chief of Police at 9:00 AM on the following business day.

Section 18. Except through voluntary participation in the Employee Assistance Program, no physician-patient relationship is created between any member and the City or any person performing or evaluating a test, solely by administration of a testing program. The City or its designee shall have access to all member testing information. If discipline is brought under or related to this Article, the City or its designee, as well as the laboratory which conducted the test, shall have access to the member's testing information where the information is relevant to its defense in a civil or administrative matter. All member medical information will be maintained according to applicable law.

ARTICLE 19

BEREAVEMENT LEAVE

Section 1.

Bereavement leave is available to those employees who have completed their initial probationary period. A request for bereavement leave due to a death must be submitted in writing to the Chief. The request will be a permanent part of the employee's personnel file.

Section 2.

The leave must be approved by the Chief. Verification of a death may be requested.

Section 3.

For purposes of this Article, a "family member" means any of the following: father, mother, son, daughter, brother, sister, spouse, (and step relations, half relations and in-law relations of them) and grandparents and grandchildren.

Section 4.

Bereavement leave for a death of a family member shall be five consecutive shift days with no loss in pay. If taken, bereavement leave shall commence on the first shift day following the date of death.

ARTICLE 20

UNIFORM ALLOWANCE

Section 1. The City shall continue to provide uniforms and equipment to employees as are currently provided. Uniforms and equipment so provided shall be replaced as needed at the discretion of the Shift Commander considering normal wear and tear and damage caused beyond the control of the employee.

Section 2. Officers assigned to the detective bureau shall receive an annual clothing allowance of five hundred dollars (\$500.00).

Section 3. For uniform personnel not assigned to the detective bureau, the City will provide for the cleaning of up to five uniforms per week. A uniform consists of one issued shirt and one pair of issued trousers or shorts.

Section 4. The City will provide for the cleaning of a removable vest one time per month. The City will provide for the cleaning of a heavy winter jacket twice annually.

Section 5. All members of the Bargaining Unit shall receive not more than ninety-five dollars (\$95.00) annual reimbursement for shoes as approved by the Chief of Police, purchased by the employee for the use while wearing an issued uniform. The employee will provide a receipt as proof of purchase.

ARTICLE 21

DISABILITY/LINE OF DUTY INJURY PAY

Section 1. Employees who are injured on the job or who incur a job-related illness shall receive benefits in accordance with Chapter 440, Florida Statutes (The Workers' Compensation Act). If unable to work, such employee shall be placed on duty disability leave for up to twenty two (22) working days from the date of injury or onset of illness. Except as provided at §440.15(12), Florida Statutes relating to injury and job-connected disability maliciously or intentionally caused, duty disability leave shall be deducted from sick leave. During duty disability leave the employee shall be paid the difference between the workers' compensation benefits paid and the employee's salary. Thereafter the employee may elect to continue to receive a full paycheck by the use of accrued vacation leave.

Section 2. Not more than twenty two (22) disability leave days may be used by an employee in any calendar year.

Section 3. Duty disability leave and vacation leave paid pursuant to this Article shall be terminated upon a finding by the City that the injury or illness is not job-related.

Section 4. The employee shall return to work as soon as medically possible. During work absence the employee shall advise the Chief of Police of the employee's medical status and of the ability of the employee to return to work not less frequently than every thirty (30) days. An employee who is unable to return to work for a period of one (1) year shall either resign or retire, as appropriate. Failing to do so, the employment of such individual by the City shall automatically terminate effective one (1) year after the injury or onset of illness.

Section 5. An employee may be permitted by the Chief of Police to return to work to perform "light duty." Light Duty includes temporary and part-time work as well as a modification of work duties and responsibilities. The decision to return an employee to light duty work shall be made by and in the sole discretion of the Chief of Police considering the availability of light duty work, the nature of the disability, the medical information presented or available, the prognosis for recovery, and the welfare of the other employees in the Police Department.

Section 6. Notwithstanding any other provision of this Agreement, the City shall pay to the designated beneficiary(ies) of a member who is killed in the line of duty all accrued sick leave, vacation leave and compensatory time in the account of said member at the time of death.

ARTICLE 22

INSURANCE

The City shall continue to provide to the employees the same insurance coverage provided other City employees.

ARTICLE 23

GENERAL PROVISIONS

Section 1. Severability.

In the event that any Article or provision of this Agreement is found to be invalid or unenforceable, by reason of any legislation or judicial authority over which the parties have no amendatory power and as to which they are unable, after exercise of their best efforts, to secure a modification in order to conform to the terms of this Agreement, then all other provisions of this Agreement shall nonetheless remain in full force and effect for the term of this Agreement. Moreover, should any change in wages, hours, or working conditions be required, as the result of any subsequently enacted legislation, judicial order, conciliation agreement, or any other legal requirement, the City may institute such changes as may be necessary to comply with such legislature, order, or agreement; or, at its option or by mutual agreement, may reopen this Agreement in order to negotiate such changes as it deems warranted in response to such legislation, order, or agreement.

Section 2. Amendments.

This Agreement may be amended at any time by the mutual consent of the parties, but such attempted amendment shall not be of any force or effect until placed in writing and executed by each party hereto.

Section 3. Anti-Discrimination.

a. The City and the PBA agree not to discriminate against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, union affiliation, or mental or physical disability.

b. No employee covered under the terms of this Agreement shall be intimidated, coerced, restrained, penalized, or discriminated against in any manner because he has exercised his rights and privileges provided for in the terms of this Agreement which include, but are not limited to, the processing of grievances.

c. It is the policy of the City to implement affirmatively equal opportunity to all employees and applicants for employment without regard to race, religion, age, sex, or national origin, and positive action shall be taken to ensure the fulfillment of this policy.

Section 4. Entire Agreement.

a. The City and the PBA acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining.

b. The understanding and agreements arrived at by the City and the PBA, after the exercise of such right and opportunity, are set forth in this Agreement.

ARTICLE 24

SICK LEAVE

Section 1. Employees shall begin to accrue sick leave on the first day of employment at the rate of one sick day for each completed month of employment in which the employee worked at least ten days. Sick leave is a privilege which shall be allowed only for personal sickness. An employee will, however, be allowed to use sick leave when the employee must care for an ill or injured dependent. Approved sick leave for an employee's dependent may not exceed 48 hours in a single fiscal year.

Section 2. Upon the retirement or voluntary resignation of an employee, accumulated unused sick leave shall be paid to the employee as follows:

Less than two years service = 0.0% of accumulated sick leave

Two to five years service = 33.3% of accumulated sick leave

Five or more years service = 55% of accumulated sick leave

Section 3. Unless circumstances prevent notification to one's supervisor, an employee who is sick and unable to report for work shall notify the supervisor thereof not less than two hours prior to the scheduled commencement of work.

Section 4. After all sick leave has been used, an employee may use vacation to continue to receive pay during an illness or disability.

Section 5. In the event the City Manager determines that a member suffers from an illness or injury such that all sick leave and vacation leave of the member will be consumed before the member is able to return to work, the City Manager may establish a sick leave bank for such member into which other City employees may donate their accrued sick leave on an hour for hour basis. A sick leave donation shall be in writing to the City Department of Human Resources. A donation shall be irrevocable and shall not be refundable. Leave in the sick leave bank shall belong to the member as sick leave generally and may be used by the member after all accrued sick leave and vacation leave of the member have been used.

Section 6. The provisions of the federal Family and Medical Leave Act shall be applicable to the members of the bargaining unit.

Section 7. An employee who has accumulated fifty (50) sick leave days shall have the option of converting ten (10) sick leave days to five (5) vacation leave days for that calendar year. The employee's sick leave accumulation on January 1 shall be the deciding factor for the conversion. No more than ten (10) sick leave days can be converted to vacation leave days in any calendar year.

Section 8. An employee who has accumulated fifty (50) sick leave days as of May in a particular calendar year may request reimbursement for up to ten (10) accumulated sick leave days for that calendar year. Not less than fifty (50) sick leave days shall be maintained by the employee. Reimbursement shall be made according to the percentages set forth in Section 2 of this Article. An employee seeking reimbursement must submit the request to the Chief during the month of May and reimbursement will be made by the City not later than the ensuing November 15.

Section 9. When Human Resources is notified that an employee is approved to enter the FRS Drop program, the employee may request payout of their sick bank balance. The amount of sick leave hours to be paid out will be the lesser of 500 hours or the FRS maximum allowed. The employee will continue to accrue sick leave time. The employee will be paid out the remainder of his/her sick leave bank upon separation of employment in accordance with Section 2 above.

ARTICLE 25

RETIREMENT BENEFITS

Employees hired by the City prior to January 1, 1996 shall remain members of the Florida Retirement System (FRS) as provided by Florida State Law. Employees hired by the City on and after January 1, 1996 shall be members of the alternative plan established by the City. The alternative plan is Resolution No. 88 - 96, adopted by the City Commission on July 29, 1996.

ARTICLE 26

STANDBY PAY

Section 1. Employees who are required to standby by the Chief or their Division Commander to await being called in for duty will be compensated at the rate of one hour straight time for every full four hour period spent on continuous standby. This section shall not apply to detectives.

Section 2. An employee placed on standby who fails to report for work shall be subject to appropriate discipline.

ARTICLE 27

OVERTIME AND COMPENSATORY TIME

Section 1. Subject to Section 6 below, employees shall work forty (40) hours in a seven day work week beginning on Monday (12:01 AM) and ending the following Sunday (midnight). Employees who are required to work in excess of forty (40) hours during a work week shall be compensated for such overtime either in pay at the rate of one and one-half (1 & 1/2) times the employee's regular hourly rate of pay or in compensatory time at the rate of one and one-half (1 & 1/2) times the overtime hours worked, at the discretion of the employee.

Section 2. With the approval of the Division Commander, accumulated compensatory time may be used by the employee as paid time off.

Section 3. For the purpose of computing overtime, a holiday falling on a shift day shall be considered hours worked. Vacation leave, sick leave and other leave shall not be considered as hours worked.

Section 4. The schedule of an employee may be changed by a Division Commander to avoid the payment of overtime as long as the change does not create a staffing problem.

Section 5. Absent exigent circumstances, the regular work week of an employee shall include (not less than) a minimum of two (2) consecutive off-duty days off. Exigent circumstances include but are not limited to special assignments such as field training, reassignment or everyday callout. At the discretion of the Chief of Police, an employee may receive two (2) days off within a regular work week which are not consecutive in order to accommodate department needs in exigent circumstances.

Section 6. There is a fifty (\$50.00) dollar per pay period increase for midnight shift officers to be paid in accordance with assignment pay. Officers shall receive this benefit when they are assigned to midnight shift.

Section 7. The provisions of Section 1 above may be amended by the Chief in the event the Chief should decide to implement a different work schedule during the term of this Agreement. In any event the overtime pay requirements of the Fair Labor Standards Act shall be observed.

ARTICLE 28

FUNERAL DETAIL

Section 1. The PBA may form a funeral detail of up to four members to attend the funeral of a Florida law enforcement officer killed in the line of duty and to attend events commemorating the on-duty deaths of Florida law enforcement officers such as the annual Law Enforcement Memorial Day service in Tallahassee. The composition of the detail, and the funeral or event shall be subject to the approval of the Chief. The Chief will determine whether the funeral detail is an on or off-duty assignment. If approved, a marked police cruiser shall be provided by the City.

Section 2. Subject to the approval of the Chief, a detail traveling more than 150 miles to a funeral or event may stay overnight.

Section 3. Except for the provision of an approved marked cruiser by the City, all expenses of a funeral detail shall be paid by the PBA.

ARTICLE 29

LEGAL PROTECTION

Section 1. As provided in s. 111.07 and s. 768.28, F.S., the City shall provide a defense for a bargaining unit member who is named as a defendant in any action for an injury or damage suffered as a result of any act, event, or omission of action in the scope of the member's employment with the City. The member shall cooperate fully with the City in the preparation of the defense.

Section 2. No such defense shall be provided in the event the member acted in bad faith, or with malicious purpose, or in a manner exhibiting wanton and/or willful disregard of human rights, safety, or property.

ARTICLE 30

RATE OF PAY - STEP PLAN

Section 1. The pay range for the five positions within the bargaining unit shall be:

Probationary Officer	Range 02
Police Officer I	Range 03
Police Officer II	Range 04
Master Officer	Range 05
Sergeant	Range 06

Section 2. The steps within each of the five ranges for Probationary Officer, Police Officer I (P.O. I); Police Officer II (P.O.II); Master Officer (M.O.) and Sergeant (Sgt.) are set forth in the pay matrix attached to this Agreement as "Attachment A" and effective October 1, 2005. The pay separation between steps as shown on the matrix is: \$1,500 for the P.O. I position from the minimum step 2 to and including the maximum step 8; \$1,500 for the P.O. II position from the minimum step 5 to and including the maximum step 20; \$1650 for the Master Officer position from the minimum step 1 to and including the maximum step 12; \$1650 for the Sergeant position from the maximum step 1 to including the maximum step 12.

Section 3. A Police Officer II, M.O. or Sergeant who is topped out in the pay matrix shall receive a lump-sum bonus based upon the annual evaluation. An outstanding evaluation shall be equal to one (1) step bonus.

Section 4. Upon the Probationary Officer's satisfactory completion of the Field Training Officer's (FTO) Program, the Probationary Officer will advance to step two (\$39,000) of range 02. Upon promotion from Probationary Officer to P.O. I, the Probationary Officer will advance to range 03, step two (\$40,500). Upon promotion from P.O. I to P.O. II; or from P.O. II to Master Officer, the promoted employee shall be placed in the range into which the employee has been promoted in the lowest step which provides a pay step increase of two steps. Upon promotion from P.O. II to Sergeant, the promoted employee shall be placed in the range into which the employee has been promoted in the lowest step which provides a pay step increase of four steps.

Section 5. Detectives will be paid at a rate of two steps higher than their step while serving as a detective. Otherwise, no employee shall receive "special assignment pay" or "hazardous duty pay." Detectives shall not work overtime without the prior approval of the Chief of Police or his or her Division Commander.

Section 6. An annual evaluation of work performance will be conducted as provided in Article 35 of this Agreement to determine whether the employee will advance within his or her pay range.

Section 7. An approved list of field training officers shall be compiled by the Training Coordinator and approved by the Chief. Any officer listed and assigned to the field training program shall be paid one hour at the overtime rate for said officer for every full shift day spent in field training.

Section 8. The pay matrix attached as "Exhibit A" shall take effect October 1, 2006. This pay matrix indicates a pay increase for the rank of Sergeant of 12.5% of which 2.5% is a cost of living adjustment and the remaining 10% is a market adjustment. This pay matrix also indicates a 2.5% cost of living adjustment for all other members of the bargaining unit.

Section 9. Upon mutual agreement between the parties, the 2.5% and 5% matters will follow a step 1 and step 2 adjustment respectively. Any officer topped out and assigned a duty providing a 2.5% or 5% assignment pay will receive the equivalent in step dollar amount of the officer's current range even though the officer is at the maximum step in the pay matrix. When the assignment is removed, the assignment pay will be removed and the officer will go back to the regular rate.

ARTICLE 31

EDUCATIONAL BENEFITS

Section 1. It is the intent of the City to provide sufficient in-service training to assure that police officers will be able to meet or exceed the standards for mandatory retraining certification.

Section 2. If approved by the Chief, second dollar funds may be used to pay for the tuition and books of employees attending college courses approved by Florida Criminal Justice Standards and Training Commission.

Section 3. All training schools and classes shall be attended while the employee is off-duty unless otherwise approved by the Chief of Police. Not more than one course or class shall be permitted during on-duty time per semester.

Section 4. Any books, handouts or other reference materials obtained by bargaining unit members while attending any training paid for by the City shall remain the property of the City. Such reference materials shall be registered with the training coordinator immediately upon completion of training. Bargaining Unit members may retain and use these reference materials throughout the duration of their employment with the City. However, such reference materials shall be turned in upon request, or in all cases, prior to separation from the City. This section shall not apply to books, handouts or other reference materials that were purchased by the Bargaining Unit members with their own funds and for which they seek no reimbursement from the City.

Section 5. The City will reimburse the costs of tuition to an employee attending a College and/or University program leading to an acceptable Associates, Bachelor's or Master's degree. In order to qualify for reimbursement, the program must be recommended by the Chief and pre-approved by the City Manager in accordance with the procedures in the City's Personnel Policies.

ARTICLE 32

TAKE HOME VEHICLES

Section 1. Assigned vehicles shall be authorized for law enforcement officers and employees where a take home vehicle would be appropriate based on the employee's job function.

Section 2. Members who reside within 15 miles of City limits may take their assigned vehicle home when not in use. Officers who reside outside of the 15 mile radius of City limits, and have a vehicle assigned to them, may make a written request through the chain of command for permission to take the assigned vehicle home.

Section 3. The assignment of vehicles will be administered by the Chief of Police or his/her designee. The Chief of Police shall have the authority to assign, suspend, deny or remove any member of the department from the assigned vehicle program.

ARTICLE 33

NON-SCHEDULED AND OFF-DUTY WORK

Section 1. The Police Chief may assign an employee to perform off-duty law enforcement work at any time. The time spent on such assigned law enforcement work shall be deemed hours worked.

Section 2. No employee shall perform unassigned off-duty law enforcement work of any kind unless and until the Police Chief or designee has approved the nature, time, and place of such work in writing. Such time shall not be considered hours worked.

Section 3. No employee shall perform off-duty work of any kind which the Police Chief has determined is not appropriate for a Stuart law enforcement officer. Requests of employees to work off-duty shall be made in writing to the Police Chief.

Section 4. No employee shall engage in off-duty work which is not of a law enforcement nature, and in doing so utilize access to City facilities or information.

Section 5. Employees working these details are bound by all Stuart Police Department Policies and Procedures. In any detail, all officers shall be accountable to the Police Department for their behavior, activities, and conduct while employed by others. The officer shall be accountable to the supervisor(s) of the on-duty shift(s).

Section 6. All non-scheduled and off-duty work shall be subject to the approval of the Chief.

ARTICLE 34

MISCELLANEOUS PROVISIONS

Section 1. The City shall provide space on bulletin boards, to which employees covered by this Agreement have access, for posting by the PBA of notice of meetings or other official PBA information.

Section 2. All sworn officers will qualify with weapons carried by them pursuant with current department rules and policies.

Section 3. At no time will any bargaining unit member's voice be recorded without his/her knowledge except during an internal investigation as allowed by law.

Section 4. The City agrees to replace at equal value prescription eye wear, including contacts and prescription sunglasses through the City vision discount plan, if damaged as the result of action taken in the line of duty and no negligence is determined on the part of the employee. Documents of the damage must be included in the official police report of the incident.

Section 5. All members of the bargaining unit will be notified as soon as possible following the request of person(s) outside of the City employment who wish to view and/or copy the file of the bargaining unit member. This does not include those who have written permission from the bargaining unit member.

ARTICLE 35

POLICE RELATIONS COMMITTEE

Section 1. A Police Relations Committee (PRC) to consist of five (5) members of the Police Department is hereby formed. The sole function of PRC is to discuss general matters pertaining to employee relations. PRC shall not discuss collective bargaining issues, the terms of this Agreement, potential or pending grievances, or labor-management relations.

Section 2. The members of the PRC shall include the Police Chief, two appointees of the Police Chief, and two appointees of the PBA. A quorum is three members. PRC shall take no official action, but suggested solutions to employee relations problems may be implemented within the Department at the discretion of the Police Chief.

Section 3. PRC shall meet at the call of the Police Chief or any two members. The time, place, and duration of meetings shall be determined by the Police Chief.

Section 4. PRC meetings shall be open to the observation of any bargaining unit member.

ARTICLE 36

EVALUATIONS

Section 1. An annual evaluation of work performance will be conducted to determine whether an employee will advance within the (range) pay steps as established in Article 30 of this Agreement. The form to be used for the annual evaluation is attached hereto as part of this Article.

Section 2. The date of evaluation for all employees shall be the anniversary date of employment with the Stuart Police Department. Current employees who are evaluated on their date of last promotion, however, whose date of promotion next following October 1, 1995 precedes their date of hire, shall be evaluated on their date of hire. Any resulting merit pay increase shall be retroactive to the next prior date of hire.

Section 3.

A. An overall evaluation of "Above Satisfactory" will result in a one-step (2.5%) advancement until the maximum step has been reached within the pay range. An evaluation of "Outstanding" will result in a two-step advancement until the maximum step has been reached within the pay range. Step advancements will be effective as of the evaluation anniversary date.

B. At least ninety (90) days prior to the end of the evaluation reporting period, any employee who is not on track to receive an overall evaluation of at least "Above Satisfactory" will be provided with written notification from his/her Shift Commander. The employee shall have a counseling session with his/her Shift Commander and be provided with performance goals and actions that should be taken to improve the employee's performance prior to completion of the actual evaluation. If notification pursuant to this section is required but is not given as provided above, the employee shall receive an overall evaluation of "Above Satisfactory." Nothing in this Section guarantees an overall evaluation of at least "Above Satisfactory" for an employee whose performance does not improve between the date of the counseling session and the date of his/her evaluation.

Section 4. An employee who has been promoted to Sergeant within the preceding twelve months shall be evaluated but shall not receive a merit increase.

Section 5. Evaluations of Patrol Officers will be conducted by the employee's Shift Commander. Evaluations of Sergeants will be conducted by the employee's Division Commander. All evaluations are subject to the review and approval of the Chief of Police. It is the intent of the City that evaluations be conducted timely. All merit pay increases resulting from an evaluation shall be retroactive to the anniversary date of review.

Section 6. An employee who is not satisfied with an evaluation may appeal the evaluation to the Chief of Police for a review thereof. If the employee is not satisfied with the result of the review by the Chief of police, the employee may appeal the evaluation to the City Manager. In reviewing the evaluation, the Chief of Police and the City Manager shall have the authority to modify the evaluation as they see fit. The review decision of the City Manager shall be final and binding.

ARTICLE 37

DURATION OF AGREEMENT

Section 1. Except as otherwise provided herein, this Agreement shall be effective on the date set forth below and shall remain in full force and effect until September 30, 2009. Either party may open negotiations prior to the second and third years of this Agreement with regard to wages and any other two articles of the Agreement.

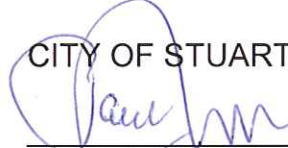
Section 2. This Agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the merger, consolidation, sale, transfer, lease, or assignment of either party hereto or of any separable, independent segment of either party hereto.

In witness whereof, the parties hereto have set their hands this 31st day of July, 2006.

ATTEST:


City Clerk

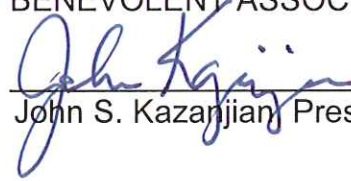


CITY OF STUART, FLORIDA


David Collier, City Manager
PAUL J. NICOLETTI IN TESTE

ATTEST:


Larry Fagan, Legal Counsel

PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION


John S. Kazanjian, President

Date City Ratified: 6/12/06

Date PBA Ratified: 6/15/06

*City to attach Pay Matrix

City of Stuart Pay Matrix (Actual)

Salary Schedule P07 2007 PBA MEMBERS

Class	Job Title	H/S	Step1	Step2	Step3	Step4	Step5	Step6	Step7	Step8	Step9	Step10	Step11	Step12
			Step13	Step14	Step15	Step16	Step17	Step18	Step19	Step20	Step21	Step22	Step23	Step24
Range 01														
		H	31,200.00	31,200.00	31,200.00	31,200.00	31,200.00	31,200.00	31,200.00	31,200.00	31,200.00	31,200.00	31,200.00	31,200.00
			31,200.00	31,200.00	31,200.00	31,200.00	31,200.00	31,200.00	31,200.00	31,200.00	0.00	0.00	0.00	0.00
Range 02														
		H	37,440.00	40,560.00	40,560.00	40,560.00	40,560.00	40,560.00	40,560.00	40,560.00	40,560.00	40,560.00	40,560.00	40,560.00
			40,560.00	40,560.00	40,560.00	40,560.00	40,560.00	40,560.00	40,560.00	40,560.00	0.00	0.00	0.00	0.00
Range 03														
		H	0.00	42,120.00	43,680.00	45,240.00	46,800.00	48,360.00	49,920.00	51,480.00	51,480.00	51,480.00	51,480.00	51,480.00
			51,480.00	51,480.00	51,480.00	51,480.00	51,480.00	51,480.00	51,480.00	51,480.00	0.00	0.00	0.00	0.00
Range 05														
		H	54,600.00	56,305.60	58,032.00	59,737.60	61,464.00	63,190.40	64,896.00	66,601.60	68,328.00	70,054.40	71,760.00	73,486.40
			73,486.40	73,486.40	73,486.40	73,486.40	73,486.40	73,486.40	73,486.40	73,486.40	0.00	0.00	0.00	0.00
Range 06														
		H	58,344.00	60,049.60	61,776.00	63,481.60	65,208.00	66,934.40	68,640.00	70,345.60	72,072.00	73,777.60	75,504.00	77,230.40
			77,230.40	77,230.40	77,230.40	77,230.40	77,230.40	77,230.40	77,230.40	77,230.40	0.00	0.00	0.00	0.00

ATTACHMENT A

**City of Stuart, FL
Palm Beach County Police Benevolent Association
Hourly Pay Matrix
Fiscal Budget 2007**

Range	Job Code	Job Title	E	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	
Schedule P07			NE	Begin Step																
P01	4040	Police Officer Trainee	NE	15.00	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
P02	4030	Police Officer Prob	NE	18.00	19.50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
P03	4045 4020	P/T Relief Police Ofcr Police Officer I	NE	-	20.25	21.00	21.75	22.50	23.25	24.00	24.75	-	-	-	-	-	-	-	-	-
P04	4010	Police Officer II	NE	-	-	-	-	22.50	23.25	24.00	24.75	25.50	26.25	27.00	27.75	28.50	29.26	30.00	30.75	
P05	4060	Police Master Officer	NE	26.25	27.07	27.90	28.72	29.55	30.38	31.20	32.02	32.85	33.68	34.50	35.33	-	-	-	-	-
P06	3110	Police Sergeant	NE	28.05	28.87	29.70	30.52	31.35	32.18	33.00	33.82	34.65	35.47	36.30	37.13	-	-	-	-	-

Resolution No. 103-06
Approved by City Commission
June 12, 2006
Effective October 1, 2006

City of Stuart, FL
Palm Beach County Police Benevolent Association
Hourly Pay Matrix
Fiscal Budget 2007

Range	Job Code	Job Title	E	17	18	19	20
	Schedule P07		NE				
P01	4040	Police Officer Trainee	NE	-	-	-	-
P02	4030	Police Officer Prob	NE	-	-	-	-
P03	4045 4020	P/T Relief Police Ofcr Police Officer I	NE	-	-	-	-
P04	4010	Police Officer II	NE	31.50	32.25	33.00	33.75
P05	4060	Police Master Officer	NE	-	-	-	-
P06	3110	Police Sergeant	NE	-	-	-	-

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