

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF PORT ST. LUCIE

And

**PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION
SERGEANTS**

EFFECTIVE OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2012

Ratified by Bargaining Unit: June 6, 2011

Approved by City Council: June 20, 2011

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RECOGNITION

The City hereby recognizes Palm Beach County Police Benevolent Association (PBA) 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 originally certified by the Public Employees Relations Commission in its case No. EL-99-039 issued on September 9, 1999.

ARTICLE 1

DUES DEDUCTION

Section 1: Deductions

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

Section 2: Remittance

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

Section 3: Indemnification

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

Section 4: Termination of Deductions

Any bargaining unit member may withdraw his membership in the Association upon thirty (30)-days written notice to the Association and the Human Resources Department.

Section 5: Insufficient Pay For Deductions

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

Section 6: Processing of Dues Deductions

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

ARTICLE 2

NON-DISCRIMINATION

Section 1: All parties to this Agreement specifically agree not to discriminate on the basis of race, color, marital status, religion, sex, 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 3

ASSOCIATION REPRESENTATION AND ACTIVITIES

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

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

Section 3: Neither Association representatives nor bargaining unit employees shall leave their posts or work stations for the purpose of investigating, handling or settling grievances or conducting other Association business without the express permission of a supervisor of the rank of Lieutenant or above. Permission will not be unreasonably withheld.

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

Section 4: The City agrees to pay up to two (2) representatives to attend mutually scheduled negotiation sessions during their normally scheduled City business hours. Up to one (1) representative shall be permitted to attend mutually scheduled labor/management meetings, grievance meetings, and arbitrations specific to the bargaining unit, without any loss of regular pay.

ARTICLE 4

EMPLOYEE RIGHTS

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

Section 2: Language contained in this Agreement shall not foreclose any bargaining unit member from pursuing any right or remedy, not including arbitration as defined in Article 21, Arbitration Procedures, without representation of the Association. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other management representative without the intervention of the Association, provided that the immediate supervisor or other management representative agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

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

ARTICLE 5

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;

(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 6

Annual Leave

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

Section 1: Permissible Purposes.

Annual leave may be granted for the following reasons:

1. Vacation leave.
2. Absences for transaction of personal business which cannot be conducted during off-duty hours.
3. Religious holidays other than those designated by the City Council as official holidays.
4. For uncovered portion of sick or disability leave once such leave has been exhausted through illness or disability.
5. Any approved absences from work not covered by other types of leave provisions established herein.

Section 2: Rates of Accrual.

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

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

Annual leave may be accrued to a maximum of two-hundred forty (240) regular hours.

Section 3: Requests for Leave.

Once the bargaining unit member initially completes six (6) months continuous service, he shall be eligible to use annual leave.

Any request for annual leave shall be submitted within a reasonable period before such leave begins. Annual leave will be charged in one (1) hour minimum increments. No member shall be permitted to take more than twenty (20) days of annual leave in any six (6) month period without permission of the Chief of Police and City Manager.

Holidays which occur during the period selected by the employee for annual leave shall not be charged against such annual leave.

Section 4: Payout of Annual Leave

1. A bargaining unit employee shall not be paid for accrued annual leave in lieu of taking such leave except upon separation. Employees having more than six (6) months of continuous employment shall be eligible to receive any annual leave credit accrued as of the date of separation, computed at the employee's base rate of pay.

2. If the Chief of Police cannot accommodate a bargaining unit member's request for annual leave, he may recommend that the bargaining unit member be compensated for up to 80 hours of annual leave, prior to the bargaining unit 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 shall submit a new annual leave request.

3. After utilizing at least 80 hours of accrued leave in the preceding twelve months, a bargaining unit member may request to sell back a portion of his remaining accrued balance. Approval of any payments is contingent upon budget restrictions and the concurrence of the City Manager.

4. All accrued annual leave of bargaining unit members who die while in the service of the City shall be paid to the spouse or beneficiary of the bargaining unit member.

ARTICLE 7

DAYS AND HOURS

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

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

Section 3: The work week shall consist of five (5) days within a seven (7) day period beginning on Saturday (12:01 am) and ending on the following Friday (midnight). During this Agreement, the workweek shall consist of either five-(5) eight-(8) hour days, or four-(4) ten-(10) hour days. The current standard shifts for the Patrol Division are as follows: 7:30 a.m. to 3:30 p.m.; 3:00 p.m. to 11:00 p.m.; and 10:00 p.m. to 8:00 a.m. Bargaining unit members assigned other duties may have other shifts or schedules. If the Police Department wishes to create new shifts for the patrol division, it shall notify the association in writing of its desire to negotiate new shifts. Staffing for other shifts will be through a bid process. Positions unfilled by the bid process will be assigned by seniority. Schedules shall not be changed solely for the purpose of avoiding overtime compensation during the workweek.

Section 4: Sergeants shall be paid for a minimum of two (2) hours when required to appear in Court or attend any department-mandated meeting or activity during their scheduled off-duty hours.

Section 5: Sergeants shall receive two (2) hours compensation, plus all time worked, when required to return to work after the expiration of their shift. Sergeants shall not receive call-back pay when they are required to remain on duty.

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

Section 7: Stand by status is defined as when a bargaining unit member is required to carry a pager or other device and be available to return to work within forty-five (45) minutes or

less of notice. The bargaining unit member will be paid one and one half (1.5) hour's additional regular compensation per day for stand by status. The bargaining unit member shall be physically fit for duty twenty-four (24) hours per day during his stand by duty.

Section 8: On-call status is defined as when a bargaining unit member is scheduled for a period of time (e.g., one week) to be available to respond to calls after the end of his shift. The bargaining unit member will be paid one and one half (1.5) hour's additional regular compensation per day for on-call status. The bargaining unit member shall be physically fit for duty twenty-four (24) hours per day during his on-call status and be in-service within forty-five (45) minutes after being contacted. Supervisors may restrict on-call assignments for bargaining unit members who reside outside the City limits.

Section 9: The City agrees to abide by the Fair Labor Standards Act as it relates to law enforcement personnel, except as expressly limited by a specific provision of this Agreement.

Section 10: All Sergeants shall accrue two (2) compensated personal leave days per calendar year without deduction from any other accrued leave benefit. Paid personal leave days shall not be accrued from year to year.

Section 11: Compensatory Time. All bargaining unit members will be eligible to accrue a maximum of fifty (50) hours compensatory time. Any compensatory time turned in over that amount will be paid as overtime. Upon resignation or other separation from City employment, a bargaining unit member shall be compensated for a maximum of fifty (50)-hours of accrued compensatory time.

Requests for use of compensatory time will be submitted to the appropriate Lieutenant seventy-two (72) hours in advance of the requested time off. Obviously, exigent circumstances may apply and that would waive the minimum seventy-two (72) hour notice. Compensatory time will be charged in one (1) hour minimum increments. No more than two (2) sergeants per shift will be off on compensatory time. When multiple requests are submitted, seniority will apply. If insufficient sergeants are available to fill the required shift positions, the Lieutenant will meet with their district commander to discuss the necessity of posting overtime. Overtime should be a last resort. If overtime is needed it should be posted immediately. If no one signs up within twenty-four (24) hours of when the position(s)

is needed, then the compensatory time request shall be denied. Posting of overtime can be paid out as cash only. The District Lieutenant will make this decision.

Section 12: A. The City will observe the following holidays:

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

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

If the City and Association mutually recognize any discrepancy regarding the payment of holiday hours, it shall be resolved through the crediting of accrued leave benefits, such as sick, vacation or compensatory time, at the option of the bargaining unit member.

Section 13: All bargaining unit members assigned to the entire first shift (also known as the Midnight shift) shall receive their base pay plus an additional one (\$1) dollar per hour compensation.

Section 14: Other provisions, if any, regarding days and hours, not in express conflict with this article, shall be governed by the City's Personnel Rules and Regulations.

Section 15: Employees shall be granted a maximum of up to five (5) days Bereavement Leave in any twelve-month period, for, and around the time of, deaths in their immediate family, without charge to any other accrued leave time. Immediate Family includes: spouse, children, parent, grandmother, grandfather, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepchildren, aunt, uncle, or legal guardian. Proof of death, as well as proof of familial relationship, is required to receive bereavement leave credit. In the event sufficient proof is not submitted, annual leave shall be charged.

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

Section 16: Bargaining unit member shall be compensated when subpoenaed to Court as a juror or a witness in non-City related matter. In order to receive compensation, a copy of the subpoena must be presented by the member to his immediate supervisor. Any remuneration paid by the Court, except for mileage (unless mileage was attributed to a City vehicle), shall be turned over to the City.

Section 17: 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 18: The City Manager or Chief of Police may place a bargaining unit employee on administrative leave for an arrest charging a violation of Florida or federal criminal law involving egregious conduct. Administrative leave shall be limited to 180 days and may be paid or unpaid. Employees placed on unpaid administrative leave may use accrued vacation or compensatory leave benefits.

Section 19: All bargaining unit members called to active military duty or to military training exercises under Chapter 115, Florida Statutes, shall be paid their salary for the first 30 days of such service or 240 working hours in any one annual period, respectively.

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

ARTICLE 8

I - FITNESS FOR DUTY

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

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

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

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

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

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

II - 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.

III - DRUGS AND CONTROLLED SUBSTANCES TESTING POLICIES AND PROCEDURES

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

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

IV - PHYSICAL FITNESS AND WEIGHT-CONTROL PROGRAM

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

ARTICLE 9

WAGES

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

Section 2:

A. The step salary plan for the position of Sergeant will be as follows:

	YEAR ONE	YEAR TWO
	FY 2010/11	FY 2011/12
	Annual/Hourly	Annual/Hourly
STEP ONE	\$65,810/\$31.6394	\$65,810/\$31.6394
STEP TWO	\$68,210/\$32.7932	\$68,210/\$32.7932
STEP THREE	\$70,610/\$33.9471	\$70,610/\$33.9471
STEP FOUR	\$73,010/\$35.1009	\$73,010/\$35.1009
STEP FIVE	\$75,410/\$36.2548	\$75,410/\$36.2548
STEP SIX	\$77,810/\$37.4086	\$77,810/\$37.4086

B. In the first year of this Agreement (Fiscal Year 2010-11), bargaining unit members shall be ineligible for a fiscal year adjustment, a longevity lump sum, or a step increase on their respective classification date. (i.e., a wage freeze).

In the second year of this Agreement (Fiscal Year 2011-12), bargaining unit members shall be ineligible for a fiscal year adjustment, a longevity lump sum, or a step increase on their respective classification date. (i.e., a wage freeze).

C. Bargaining unit members with six (6) years' or more seniority in their classification shall be adjusted to the new value of Step 6 in each year of the Agreement, as outlined in Paragraph B., above. During the term of this Agreement, and pursuant to Section 3, the adjustment shall not result in the member receiving a wage increase. In the prior Agreement, these bargaining unit members were also entitled in a lump sum payment of Two Thousand Four Hundred (\$2,400) Dollars on their

respective classification dates, each annum. However, for the term of this Agreement and, thereafter, until a successor Agreement is ratified and approved with said benefit, no member shall receive a lump sum payment. (i.e., lump sum payments shall be suspended until renegotiated and ratified in a successor agreement)

Section 3: During the term of this Agreement, bargaining unit members shall continue to progress through the step plan, and the City shall record and notify members of their progression through the steps. However, no bargaining unit member shall receive an increase due to their progression through the steps during the term of this Agreement. The foregoing shall not entitle bargaining unit members to the wage rate associated with their respective step at the expiration of this Agreement and thereafter until a successor Agreement is ratified and approved.

Section 4: Increases. A bargaining unit member's step increase will be implemented on his respective classification date, except as modified in Section 2, above. Increases are contingent upon the bargaining unit member receiving an overall rating of "Met Standards" or "Exceeded Standards" on his annual evaluation. The evaluation form is attached to this Agreement as Appendix "B" and incorporated herein. If the bargaining unit member receives an overall rating of "Failed to Meet Standards," he shall not receive a step increase at the time of his evaluation. The bargaining unit member shall be re-evaluated in 30, 60 and 90 days. At the end of the 90-day period, if the bargaining unit member achieves a rating of "Met Standards" or "Exceeded Standards", he will receive his step increase, effective the date of the re-evaluation. During the term of this Agreement, and pursuant to Section 3, the step increase shall not result in the member receiving the wage rate associated with the step.

Section 5: All annual salaries shall be computed on a forty-(40)-hour workweek (2,080 annually), and be paid bi-weekly.

Section 6: Computation of Overtime. Sergeants are non-exempt employees, pursuant to the Fair Labor Standards Act. Therefore, they will receive overtime wages at one and one-half (1 ½) times their regular rate of pay for all hours worked over forty (40) during a seven (7) day work week, defined as Saturday 12:01 a.m. through Friday, midnight. Pursuant to Article 7, Section 11, bargaining unit members may accrue up to fifty (50) hours compensatory time.

Section 7: Assignment to Investigative Unit. All bargaining unit members who are not on modified duty, while assigned full time to the Criminal Investigations Division, Special Investigations Division (S.I.D.), or the Professional Standards Division shall receive an additional one-dollar (\$1.00) per hour compensation.

Section 8: Assignment to FTO Program. All bargaining unit members on day and evening shifts who are assigned as Supervisors to Field Training Officers (FTO) shall receive an additional 1 hour of compensation for each day that they are acting in the capacity of a FTO Supervisor; bargaining unit members on midnight shift shall receive an additional 1.25 hours of compensation for each day that they are acting in the capacity of a FTO Supervisor. To qualify for the incentive, the appointed FTO Supervisor must be acting in the capacity of a supervisor over a newly hired FTO, or must be acting as a FT sergeant for a newly promoted sergeant in the FTS program.

Section 9: Employees who obtain a degree as listed below, pursuant to State or Nationally accredited educational or professional organizations, are granted incentive pay in accord with these provisions. Incentive pay is provided only when the degree is relevant to the employee's position and job duties.

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

Incentive pay shall be issued as a one-time lump sum payment as follows: \$500 for an Associate or Bachelor's Degree Program completion, and \$1,500 for a Master's or Doctoral Degree Program completion. The payment of incentive pay does not affect classification dates or classification increases. Educational incentive pay is limited to \$1,500 per fiscal year.

The parties agree to reopen this section prior to August 1, 2011, but no earlier than July 1, 2011 to negotiate additions to the incentive pay program. Once either party gives written notice of its desire to reopen this section, the parties shall commence bargaining on or before August 1, 2011.

Section 10: The City and Association mutually recognize the *Florida League of Cities/Florida Public Personnel Association (FLC/FPPA) Salary Survey* as the basis for future negotiations concerning bargaining unit members' wages.

Section 11: All wage increases are limited to the duration of this Agreement, September 30, 2012.

Section 12: Any adjustments or corrections to a bargaining unit member's wages and/or benefits shall be limited to the duration of this Article.

ARTICLE 10

BENEFITS

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

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

* Payroll deducted benefit.

Employee Health Contributions and Co-payments

Effective the first of the month following the resolution and/or ratification of agreements involving all other City bargaining units in FY 2010-2011, bargaining unit members shall contribute, on a monthly basis, the following for health coverage:

Tiers	Monthly Contribution
Employee only	\$52.50
Employee plus child(ren)	\$95.66
Employee plus spouse	\$129.16
Employee plus full family	\$181.78

In year two (2) of this Agreement (Fiscal Year 2011-2012), Article 10, section 1 will be reopened for negotiation prior to October 1, 2011, but no earlier than June 1, 2011. Once either party gives written notice of its desire to reopen Article 10, the parties shall commence bargaining on or before August 1, 2011.

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.

Effective the first of the month following the resolution and/or ratification of agreements involving all other City bargaining units in FY 2010-2011, bargaining unit members pay the following health insurance related costs:

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.

No later than October 1, 2011, the City shall create a Health Insurance Review Committee to examine the costs associated with the provision of health insurance. A representative chosen by the Association shall serve as a committee member.

Section 3: The City shall reimburse bargaining unit members to a maximum of 750.00 for the purchase of bulletproof vests. Bulletproof vests shall be replaced in accordance with the manufacturer's specifications.

Section 4: The City agrees to continue to pay bargaining unit members' health insurance benefit contributions 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 City shall continue to provide health insurance benefits to the employee's spouse and/or dependent children, in accordance with applicable state and federal law.

Section 5: Bargaining unit members assigned to road patrol duties shall receive an annual allowance of one hundred fifteen (\$115) dollars for the purchase of shoes, pursuant to Police Department General Order specifications. Payment of this amount shall be processed in the second pay period of the fiscal year.

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

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

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

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

ARTICLE 11

RETIREMENT PLANS

Section 1: During the life of this Agreement, the City agrees to provide bargaining unit members with a pension plan contribution limited to 10.5% of their gross taxable wages.

Section 2:

- a. Bargaining unit members participating in the Police Officers' Retirement Trust Fund must direct their 10.5% City contribution to the Fund, consistent with Ordinance 05-16.
- b. Bargaining unit members who are not enrolled in the Police Officers Retirement Trust Fund (185 Plan) may apportion their 10.5% City contribution to the ICMA 401A, and/or Prudential Pension Plans.
- c. Bargaining unit members participating in the Prudential Pension Plan may continue their participation until the City terminates this Plan, at which time Section 2.a. shall be applicable. A bargaining unit member who is not currently participating in the Prudential Pension Plan may not direct his contributions to this Plan.

Section 3: The benefit rate for eligible distributees shall be three and nine hundredths percent (3.09%). (attached hereto as Appendix C.)

Section 4: This article may be reopened for benefit enhancement, upon mutual agreement by both parties.

Section 5: This article may be reopened to explore the financial feasibility of bargaining unit members opting in the 185 Plan, provided said act is cost neutral to the City. The Article will be reopened for negotiation no earlier than January 1, 2012. Once either party gives written notice of its desire to reopen Article 11, the parties shall commence bargaining on or before April 1, 2012.

ARTICLE 12

SICK TIME

Section 1: All bargaining unit members shall accrue twelve (12) days of sick time (96 hours) annually. Accrual shall begin from the date of employment and accrued hours may be carried over from year to year. There will be no limit on the amount of sick time a bargaining unit member may accrue. Sick time will be charged in not less than a one (1) hour minimum period for time less than one (1) day.

Sick Leave may be granted for the following purposes:

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

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

Section 2: All absences of more than three (3) 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.

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

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

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

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

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

Bargaining unit members may also receive donated sick time from bargaining and non-bargaining unit employees employed with the City for more than five (5) years. A bargaining unit member may only receive a maximum of 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).

ARTICLE 13

PROBATIONARY PERIODS AND PERFORMANCE EVALUATIONS

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

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

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

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

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

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

ARTICLE 14

PROMOTION

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

Section 2: Promotion shall be on a competitive basis. Only those candidates who achieve a score ranking in the top one-third of all candidates shall be eligible for promotion. The date and criteria for promotion shall be posted a minimum of ninety (90) days prior to the examination date.

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

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

Section 5: Upon completion of the examination(s) portion of any promotional process, all candidates' scores shall be posted by the Human Resources Department, in descending rank order. Social security numbers shall be used for identification purposes. Tie scores shall be resolved on the basis of seniority; bargaining unit members with greater seniority will be ranked ahead of bargaining unit members with lesser seniority.

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

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

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

Section 9: Any officer promoted to Sergeant shall be brought to the current Step 1, as outlined in Article 9, Section 2. Those officers already earning more than the current Step 1 amount shall have their wages frozen until their wages fall below the Step 1 amount.

ARTICLE 15

SENIORITY

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

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

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.

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

ARTICLE 16

SAFETY

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

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

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

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

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

ARTICLE 17

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 18

LAYOFF AND RECALL

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

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

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

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

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

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

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

ARTICLE 19

DISCIPLINE

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

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

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

Section 2: Types of Disciplinary Actions:

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

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

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

ARTICLE 20

GRIEVANCE PROCEDURE

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

Section 1: Definitions and Clarifying Statements

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

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

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

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

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

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

Section 2: Grievance Procedures

Grievances shall be presented and adjusted in the following manner:

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

2.2: Every effort will be made by the parties to settle any grievances as expeditiously as possible. Any grievance not answered by Management within the prescribed time limits shall automatically advance to the next higher step. Should the grieving party fail to observe the time limits as set forth in the steps of this article, his grievance shall be considered conclusively abandoned. 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 his Division commander 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 Division commander 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 or his designee within ten (10) days from the date the Division commander has rendered his decision. This grievance shall be in

writing and a copy of the original written grievance must be attached. The Chief or his designee shall within 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: (b) Where a grievance is general in nature, in that it applies to a number of employees, rather than a single employee, or if the grievance is directly between the Employee Organization and the City, such grievance shall be presented by the Association's representative in writing directly to the Chief of Police, within 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 4, Section 3 of this Agreement.

Step III: Any grievance not settled at Step II will be taken up with the City Manager or his designee within 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 or his designee 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, 2010 through September 30, 2012.

ARTICLE 21

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 request that the grievance be submitted to arbitration within fifteen (15) days after the City Manager or his designee renders a written decision on the grievance. Within these 15 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 fifteen (15) 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.

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 at least 15 days prior to the arbitration hearing. The arbitrator, thereafter, shall confine his decision to the particular grievance thus

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

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

2.2: Each party shall bear the expense of its own witness and of its own representatives for purpose of the arbitration hearing. The City shall provide a room for the purpose of conducting the arbitration hearing. The impartial arbitrator's fees and related expenses shall be shared equally by the parties. 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 22

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 23

SERVICE TO THE ASSOCIATION

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

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

ARTICLE 24

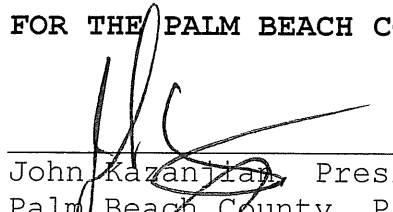
DURATION

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, 2010 through September 30, 2012, except for the reopeners detailed herein.

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, 2012.

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.


FOR THE PALM BEACH COUNTY POLICE BENEVOLENT ASSOCIATION:



John Kazanjian, President
Palm Beach County, P.B.A.

7/6/11

DATE



Larry Fagan, Legal Counsel
Palm Beach County, P.B.A.

6/29/11

DATE

FOR THE CITY OF PORT ST. LUCIE:

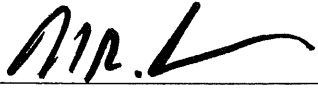


JERRY A. BENTROTT, CITY MANAGER

6/22/2011

DATE

CITY'S NEGOTIATING TEAM:



Milton R. Collins, Assistant City
Attorney/Chief Negotiator

6-20-11
DATE



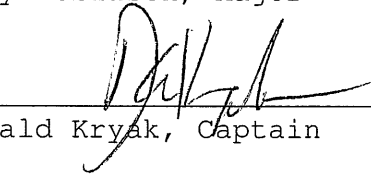
Susan Williams
Director, Human Resources

6-22-11
DATE



Gary Robinson, Major

6/22/11
DATE



Donald Kryak, Captain

6-22-2011
DATE

APPENDICES

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APPENDIX A

AUTHORIZATION CARD FOR DEDUCTION OF UNION DUES

I hereby authorize the Port St Lucie Police Department to deduct from my wages each pay period, the current regular pay period PBA dues and to transmit this amount to the treasurer of the Palm Beach County Police Benevolent Association.

Date: _____

Name: _____

Social Security Number: _____

Address: _____

Signature: _____

SERGEANT PERFORMANCE APPRAISAL



**Port St. Lucie Police Department
Port St. Lucie, Florida**

PERFORMANCE APPRAISAL

NAME: _____ ID# _____

DIVISION: _____

TYPE OF EVALUATION:

<input type="checkbox"/> Annual	<input type="checkbox"/> Probationary
<input type="checkbox"/> Transfer	<input type="checkbox"/> Other

PERIOD COVERED: _____

ATTENDANCE RECORD:

_____ Sick Days _____ Other
_____ Times Tardy

Check (x) the one block that best describes the performance of the individual being appraised. This appraisal should focus on the results, which are achieved. Before completing this appraisal, it is essential that the description/performance standards be reviewed to provide a base for evaluation. Performance at either below or above "meets standards" level should receive additional comments in the space provided. Evaluate only those factors that are able to the job. Attach additional sheets if more space is needed.

**PORT ST. LUCIE POLICE DEPARTMENT
ANNUAL EVALUATION FORM**

EXCEEDED STANDARDS	MET STANDARDS	FAILED TO MEET STANDARDS
--------------------	---------------	--------------------------

1. APPEARANCE: Physical appearance, uniform condition, haircut compliance, and general overall appearance.

Uniform neat, clean, fits and is worn properly. Leather and other equipment is clean and operative. Hair and shoes within regulations. Displays a command bearing.	Uniform presents a neat appearance, wears clean uniform. Leather in good order and accessories fit properly.	At times appearance is unacceptable. Leather is not always in good condition. Occasionally must be reminded of uniform and hair standards.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

--

2. ACCEPTANCE OF FEEDBACK: Accept criticism, uses feedback to improve performance.

Displays an above average interest to further learning, seeks feedback to improve performance. Accepts constructive criticism appropriately.	Accepts criticism in a positive manner and applies it to improve performance and further learning.	Rationalizes mistakes, denies errors were made. Is argumentative and refuses to or does not make corrections. Considers criticism as a personal attack.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

--

3. ATTITUDE TOWARD SUPERVISOR DUTIES / WORK: Career views, acceptance of responsibility, personal motivation.

Sets a good example, and displays an above average enthusiasm concerning the job. Frequently utilizes time to further knowledge of the job. Actively solicits assistance from others to increase knowledge and improve skills. Maintains high details in terms of professional responsibilities.	Demonstrates an active interest in the job and in police responsibilities.	Displays below average enthusiasm concerning the job. Lacks initiative in bettering self. Demonstrates little dedication to the profession. Fails to use time to further professional knowledge.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

--

EXCEEDED STANDARDS	MET STANDARDS	FAILED TO MEET STANDARDS
--------------------	---------------	--------------------------

4. KNOWLEDGE OF DEPARTMENT RULES AND REGULATIONS: Application to supervisory rules, regulations, policies and procedures.

<p>Has excellent knowledge of department policies, procedures and regulations. Rarely requires guidance on department policies, procedures and regulations.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Familiar with all commonly used department policies, regulations, procedures and complies with them.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Fails to display knowledge of department policies, regulations and procedures and violates same.</p> <p style="text-align: right;"><input type="checkbox"/></p>
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5. KNOWLEDGE OF CRIMINAL STATUTES, TRAFFIC LAWS AND LOCAL ORDINANCES: Useful knowledge of state statutes and local ordinances as well as state statutes.

<p>Displays a keen awareness of commonly encountered state statutes, traffic laws, local ordinance and criminal procedures. Is able to interpret the elements of these and applies the proper changes.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Possesses working knowledge of commonly encountered state statutes, traffic laws, local ordinance, criminal procedures and assures proper procedures are followed.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Unfamiliar with most commonly encountered state statutes, traffic laws and local ordinances.</p> <p style="text-align: right;"><input type="checkbox"/></p>
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6. FIELD PERFORMANCE- STRESS CONDITIONS / DECISION MAKING: Ability to come to a conclusion based on information and judgment.

<p>Displays a keen awareness to sensitive and highly emotional issues. Restores control or takes command in unusual circumstances when necessary. Utilizes personnel in field appropriately.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Exhibits calm and controlled attitude in unusual situations. Does not allow actions to further deteriorate situation. Able to assess situation and takes appropriate action.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Becomes disorganized or fails to control the situation. Takes improper or no action. Neglects to make decisions when they need to be made.</p> <p style="text-align: right;"><input type="checkbox"/></p>
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<u>EXCEEDED STANDARDS</u>	<u>MET STANDARDS</u>	<u>FAILED TO MEET STANDARDS</u>
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7. ENCOURAGE CREATIVE THINKING: Develops a team approach, trust and encourages risk taking.

<p>Actively cultivates and encourages officers to take risks and looks beyond traditional responses. Develops a total department team approach, and is able to develop trust.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Recognizes the need for creative thinking and lets officers take some risks. Will at times encourage officers to look beyond status quo. Maintains team effort.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Fails to encourage or stymies officers in trying new ideas, points out officers past failures. Does not include the department efforts in team building, and has difficulty delegating responsibility.</p> <p style="text-align: right;"><input type="checkbox"/></p>

8. CUSTOMER ORIENTATION: Knows residents and merchants and strives to develop respect and trust.

<p>Actively cultivates a mutual respect and trust with residents, merchants and officers. Knows them well and is able to obtain needed information regarding their concerns or perceptions.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Has respect for officer sand encourages them to build trust with district residents and merchants. Knows many of them and is able to obtain needed information regarding their concerns or perception.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Does little to promote trust with district residents or merchants. Is not aware of or is not interested in their concerns or perceptions.</p> <p style="text-align: right;"><input type="checkbox"/></p>

9. PROBLEM SOLVING / ANALYSIS: Ability to be an improver and fixer.

<p>Motivates officers and citizens to be problem solvers, makes decisions regarding situations that develop in the work place and excels at utilizing the problem solving process to improve to fix bureau / district.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Works with officers and citizens to improve or fix problems, Is able to utilize the problem solving process to find solutions.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Fails to use the problem solving process. Does not encourage problem solving and fails to listen to peers.</p> <p style="text-align: right;"><input type="checkbox"/></p>

<u>EXCEEDED STANDARDS</u>	<u>MET STANDARDS</u>	<u>FAILED TO MEET STANDARDS</u>
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10. DEALING WITH OFFICER FAIRLY

<p>Always treats officers equally and fair, always obtains facts prior to counseling and helps find solutions to the situations. Consistently provides recognition to officers.</p>	<p>Treats officers fairly and obtains facts prior to counseling. Gives recognition to officers for exceptional work only.</p>	<p>Fails to treat officers in a fair manner. Gives little or no recognition for the work they have done.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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11. PLANNING, ORGANIZING, AND IMPLEMENTING: Ability to plan, schedule. Set realistic goals, and priorities.

<p>Prioritizes work assignments, ensures officers have adequate time to devote to community policing and problem solving. Analyzes productivity, assist officers in time management.</p>	<p>Adequately plans work. Usually makes proper work assignments, assuring ample time is allotted to community policing and problem solving.</p>	<p>Fails to plan or prioritize. Is often disorganized. Does not provide adequate personnel or fails to identify schedule shortages.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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12. ATTENDANCE AND PUNCTUALITY: Conforming to work hours, absence from work.

<p>Excellent attendance. Always has a legitimate reason for being absent. Never tardy for assignments.</p>	<p>Very good attendances, always has a legitimate explanation if absent. Does not use sick time above Department average. Rarely tardy for work assignments.</p>	<p>Significant use of sick leave. Does not always have a good explanation or is often tardy for work assignments.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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EXCEEDED STANDARDS	MET STANDARDS	FAILED TO MEET STANDARDS
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13. COMMUNICATIONS: Collection, organization and presentation of information in oral and written form.

<p>Excellent public speaking skills. Communication is consistently accurate and well organized. Written reports are always timely. Is a very good listener.</p>	<p>Good public speaker. Consistently displays satisfactory ability to communicate. Written reports are normally timely. Is a good listener.</p>	<p>Poor public speaker is often disorganized or inaccurate. Fails to listen, often misinterprets what was said.</p>

14. CONFLICT RESOLUTION: Minimizes conflict within and outside bureau / district.

<p>Maintains a professional standard within bureau /district, fosters a team spirit both within bureau/ district as well as with other district officers. Quells rumors immediately. Demonstrates skill to minimize conflict within bureau/ district's staff by encouraging open communication.</p>	<p>Spends time with citizens in his/her zone learning about neighborhood crime and disorder problems. Keeps citizens informed of criminal activity and how to avoid becoming a victim.</p>	<p>Spends little time with citizens, seldom stops to point out potential problems or educate citizens.</p>

15. ADMINISTRATIVE SKILL: Utilizes departmental procedures. GO's, SOP's, Union Contract & City Rules and regulations

<p>Is excellent at utilizing the departmental established procedures when dealing with any administrative task. All administrative files/ reports are completed in a timely manner.</p>	<p>Usually utilizes departmental established procedures when dealing with any administrative task. Most administrative files/ reports are accomplished in a timely fashion.</p>	<p>Is less than organized and does not maintain good files or schedules. Is late for meetings/ scheduled events or fails to show up at all. Does not delegate work properly and fails to maintain control over on going projects.</p>

ADDITIONAL RATER COMMENTS:

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COMMENTS:

A. Letters of Recognition, Commendation; Awards received during this rating period:

B. Overall strong points in performance:

C. Principle areas to be improved:

D. Specific actions rater will take to assist the employee to develop and improve his/her performance:

E. Specific actions employee will take to develop and improve performance:

F. Number of action plans employee initiate or participated in during this rating period:

EMPLOYEE COMMENTS:

A. Are there difficulties in your job that you would like to see improved? If so, describe and offer suggestions for improvement:

B. Do you see any opportunities for restructuring your job or are there different methods or techniques that you would recommend to do the job more efficiently:

REVIEWERS COMMENTS:

SALARY RECOMMENDATION:

Recommend change from probationary status to permanent status:

I have read this evaluation and have had the opportunity to discuss my work with my supervisor. I realize that my signature on this form does not mean that I agree with the evaluation.

Employee Signature: _____ Date _____

Rater Signature: _____ Date _____

Reviewer Signature: _____ Date _____

Division/District Commander: _____ Date _____

Bureau Commander: _____ Date _____

Chief of Police _____ Date _____

APPENDIX C
ORDINANCE 79-27
AS AMENDED ON JANUARY 25, 1993

AN ORDINANCE REGULATING THE USE OF VEHICLES WHICH ARE THE PROPERTY OF THE CITY OF PORT ST. LUCIE; PROVIDING USE OF CITY VEHICLES SHALL BE LIMITED TO AUTHORIZED CITY EMPLOYEES IN THE CONDUCT OF OFFICIAL CITY BUSINESS; PROVIDING THE CITY MANAGER IS RESPONSIBLE FOR THE AUTHORIZATION OF THE USE OF CITY VEHICLES UPON PROOF BY THE CITY EMPLOYEE OF A VALID DRIVER LICENSE AND INFORMATION REGARDING INSURANCE COVERAGE; PROVIDING THAT RECORDS SHALL BE MAINTAINED REGARDING THE USE OF CITY VEHICLES; PROVIDING THE CITY MANAGER SHALL BE RESPONSIBLE FOR INVESTIGATION OF VIOLATIONS OF THIS ORDINANCE AND TAKING APPROPRIATE ACTION UPON DETERMINING A VIOLATION HAS OCCURRED; PROVIDING PENALTIES FOR VIOLATIONS OF THIS ORDINANCE; PROVIDING FOR APPLICATION OF THIS ORDINANCE TO USE OF CITY VEHICLES BY THE CITY MANAGER; PROVIDING FOR AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. Use of vehicles owned by the City of Port St. Lucie, Florida, hereinafter referred to as "City Vehicles" shall be limited to authorized City employees in the conduct of official City business. Use of City Vehicles for purposes other than official City business shall be prohibited.

Section 2. The City Manager of the City of Port St. Lucie shall be responsible for the authorization of the use of City Vehicles by City employees. Prior to authorizing a City employee to operate a City Vehicle, the City Manager shall investigate the eligibility of the City employee for appropriate insurance covering the use of the City Vehicles, and shall require proof from the City employee that he or she has a valid Florida Driver's License. The City employee shall provide the City Manager with whatever information is required for the purpose of arranging appropriate insurance coverage.

Section 3. The City Manager or his designee shall require the preparation of records on all City Vehicles indicating for each vehicle the department to which it is assigned, the total number of miles said vehicle was driven during the reporting period, and the scheduled and extraordinary maintenance or repairs of the vehicle. Such records shall be maintained on a monthly basis. Each City employee shall report to the Human Resources/Risk Management Department any traffic citation he or she receives while operating a City Vehicle and this information shall be maintained by the said department in a permanent record.

APPENDIX D GRIEVANCE PROCEDURE AND FORM

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

Nature of Grievance:

Violation of the City's Personnel Rules and Regulations

Specific Section(s): _____

Violation of the collective bargaining agreement

Specific Article(s): _____

Please give detailed explanation of your grievance:

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

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

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

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

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

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

Administrative Services (white)	Department Head (yellow)	City Manager (pink)	Employee (green/red)

Employee Signature _____