

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF STUART, FLORIDA**

**AND**

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

**OCTOBER 1, 2021 THROUGH SEPTEMBER 30, 2024**

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## **PREAMBLE**

This agreement is entered into effective October 1, 2021, 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 there under 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, and 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 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 or Step 1 grievance 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 written grievance regarding the interpretation or application of a specific provision of this Agreement may be filed by a bargaining member with 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, if the grievance is not satisfactorily resolved, the employee may file a Step 2 grievance with the Police Chief.

STEP 3: Within five (5) working days of the completion of STEP 2 above, if the grievance is not satisfactorily resolved, the employee may file a Step 3 grievance with the City Manager. The City Manager or mutually agreed designate will give the City's answer within (20) working days following the date the City Manager or designate hears the employee's grievance. Any grievance not advanced to the next step by the grievant within that step, shall be deemed abandoned.

**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 to the Bargaining Unit Representative filing the grievance. Any "Class Action" grievance filed will begin at STEP 2 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 or designate, 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 on a weekly, bi-weekly or monthly basis, provided that, prior to such deduction, the PBA has provided the City's Human Resources Department 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 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, REPRESENTATIVES, AND UNION BUSINESS BANK**

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

Section 2. Every effort will be made to schedule negotiations during off-duty hours. However, the PBA representatives 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 the 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.

Section 3. The City shall provide space on bulletin boards, to which employees covered by this Contract have access, for posting by the PBA of notice of meetings or other official PBA information.

Section 4. A Union Business Bank shall be established and funded with deposits of bargaining unit employees' Paid Time Off bank. This time pool will be used to reimburse on-duty PBA Representatives for time spent doing Union Business. The Union will be responsible for administering the Union Business Bank. The City will assist the Union by providing periodic information about employee leave credits as the Union may request.

The City agrees in the first week of October each fiscal year to deduct two (2) hours of Paid Time Off per bargaining unit employee to deposit into the Union Business Bank. The Union and the City agree to review the balance of the Union Business Bank every October 1 to determine whether contributions from all members shall be initiated for the incoming fiscal year.

The Union agrees to attempt to only use Time Pool hours when it does not force the City to use overtime for coverage. However, this may not be the case when it comes to negotiations. A request may be denied at the discretion of the Police Chief or their designee if there is insufficient manpower to be disruptive to the department operations.

Union Business Bank hours shall be paid out when used on an hour for hour basis at the rate of pay of the PBA Representative(s).

The unused hours in the Union Business Bank will accumulate from year to year.

Any unused Union Business Bank hours will not be paid to any employee now or in the future.

Charges against the PBA Union Business Bank shall be documented using a Request for Leave Form to be completed for each separate request. All requests shall be in one-hour increments at the current rate of pay of the PBA Representative(s). The form shall have the approval signatures of the Police Chief or his designee and the PBA Representative or his designee.

Subject to being called back to duty when necessary, the City will permit a PBA Representative to attend grievance hearings, negotiations, employee interrogations in conjunction with an internal affairs investigation or administrative inquiry, pre-determination hearings, and process, present, or respond to grievances, in an on-duty status if they are on duty, provided their participation does not create a vacancy requiring overtime. All time spent by on-duty PBA representatives attending any of the aforementioned shall be deducted from the PBA Union Business Bank.

## 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 Employee Handbook (CEH) and the Stuart Police Policy and Procedures Manual (SPM). The terms of the CEH shall prevail over any conflicting terms in the SPM.

Section 3. The City may modify the terms of the CEH 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, in addition to pre-reemployment drug testing and fitness for duty evaluations.

Section 5. In the event the City contemplates consolidation of the Police Department with the Martin County Sheriff's Office, the City will give the Union 90 days' notice prior to taking any final action.

## 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, City Employee Handbook or any provision of this Agreement shall be deemed "cause" for discipline.

B. Formal disciplinary action will be maintained according to law.

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 file.

C. The guidelines for disciplinary action are set forth in the City Employee Handbook. In the event a disciplinary action does not fall within applicable guidelines, the reason(s) therefore shall be stated in writing.

D. 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 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 are based on the fiscal year. Shift picks shall be conducted during the month of August and will take effect on October 1 the immediately following fiscal year. For example, shift picks conducted in August 2021 will be for shifts that go into effect on October 1, 2021. Officers will be given a reasonable time to indicate a preference for a particular shift to the Division Commander. Thereafter, the Division Commander will generate the shift assignments based on seniority. Modifications can be made for reasonable and articulable purposes. All selections shall be subject to the approval of the Chief.

b. SCHEDULED PAID TIME OFF (PTO) SELECTION. Scheduled leave shall be reserved in accordance with the Police Policy Manual. Conflicts shall be resolved by the Chief or designee with deference first to Sergeants, Corporals, then to seniority.

Between September 1 and September 20 members shall reserve leave for October through April. Scheduled leave picks cannot extend past the first pay-cycle after April 1<sup>st</sup>. Between April 1 and April 21, members shall reserve pre-scheduled leave for May through October. Scheduled leave picks cannot extend past the first pay-cycle after October 1. July 4th and the City's Annual Christmas Parade (generally the first Friday in December) are not pre-approved PTO days. However, the Chief of Police may approve these two (2) days, when requested by members after staffing is complete for said events, no later than 30 days prior to the day.

The order of selection is as follows:

- 1) Sergeants in accordance with seniority.
- 2) Corporals.
- 3) Members according to seniority.
- 4) Sequential rounds of selections according to seniority.

Not less than a normal working day 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 scheduled 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, supervisors 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 for duty.

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 Professional Standards Division Corporal.

e. CITY-SCHEDULED OFF-DUTY DETAIL - A signup sheet with dates and times of the events shall be posted. Officers may sign up to work any open slots until all are filled. Preference will be given to senior officers. The Chief or designee may conscript staff to work if all positions needed are not filled by utilizing reverse seniority.

Section 3. Seniority shall not apply to emergency call out, 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 when needed, at the Chief's discretion. Lists are valid up to two (2) years from the date of the last test. 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 six-month 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. The following 11 (eleven) holidays will be recognized in this agreement for all members:

New Year's Day

Thanksgiving

Christmas Eve

Day After Thanksgiving

Christmas Day

\* 6 Optional Holidays of Member's Choosing

The payment for recognized holidays will be paid to the employee within the paycycle in which they fall. An employee who regularly works 8-hour shifts will receive 8 hours of pay for the holiday. An employee who regularly works 12-hour shifts will receive 12 hours of pay for the holiday. An employee who transfers to a different shift within the PBA will retain the number of days illustrated in this section (i.e., total number of days, not hours).

Section 2. An employee who physically works his or her regular shift day on a recognized paid holiday shall be paid the overtime rate for hours worked in addition to holiday pay as described in Section 1.

Section 3. An employee whose regular shift day does not fall on a recognized paid holiday shall only receive holiday pay at "straight time" based on their regularly scheduled hours (i.e., 8 hours, 12 hours, etc.) as described in Section 1.

Section 4. To receive pay for a holiday, an employee must be on the "active payroll" or paid status of the City.

Section 5. 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 6. 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 25 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 25.

Section 7. Non-essential personnel (e.g., detectives, crime prevention, special operations, accreditation, etc.) will take recognized holidays off, unless otherwise directed by the Police Chief or his designee.

**ARTICLE 14**

**PAID TIME OFF**

Section 1. Paid Time Off (PTO) is defined as the entitlement to pay for time away from work based on eligibility and the accrual schedule herein. Probationary members shall accrue PTO. Members are not eligible to use such leave during the first six (6) months of employment. If the member does not complete the one-year probationary period, all accrued time will be forfeited back to the employer.

Section 2. Accruals earned prior to PTO implementation have been banked in either a "SV PTO" or "SICKFROZEN" leave bank. Sick leave is a privilege which shall be allowed only for personal sickness and in accordance with the Family Medical Leave Act. Upon the retirement or voluntary resignation of an employee, accumulated unused "SICKFROZEN" 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. Rate of Accrual

Paid time off shall accrue according to the length of service as set forth below:

|                                      |                    |
|--------------------------------------|--------------------|
| During the first 5 years of service  | 216 hours annually |
| During the second 5 years of service | 232 hours annually |
| During the third 5 years of service  | 256 hours annually |
| During the fourth 5 years of service | 272 hours annually |
| During the fifth 5 years of service  | 296 hours annually |
| Thereafter                           | 336 hours annually |

Employees hired after October 1, 2010 shall accrue PTO according to length of service as set forth below:

|                                     |                    |
|-------------------------------------|--------------------|
| During the first 2 years of service | 160 hours annually |
| During years of service 3-5         | 200 hours annually |
| During years of service 6-15        | 240 hours annually |
| During years of service 16 +        | 280 hours annually |

Section 4. PTO is not used in the computation of overtime hours. PTO will accrue on a bi-weekly basis. The member must be paid for at least 80% of scheduled working days to accrue PTO time.

Section 5. Maximum Accrual of Paid Time Off

Members hired prior to October 1, 2010

Members hired prior to October 1, 2010 will be permitted to accrue and maintain a maximum of 600 PTO hours. No hours will accrue above 600 hours. Members whose bank accrues over the maximum allowed within the fiscal year will be allowed to carry over the leave hours for paid time off during the fiscal year it is earned. On September 30th of each fiscal year employees will lose any hours exceeding this maximum limit.

On October 1<sup>st</sup> of each new fiscal year any hours that may have otherwise accrued that exceed the maximum limit will be banked for reasons stated below and the PTO bank will be reset at the maximum limit of 600 hours.

Hours in excess of 600 shall be banked and available for an employee to use for reasons of, family care or valid personal reasons, and illness, injury, disability that renders the employee unable to perform the essential functions of the employee's position. This excess amount will not be subject to payout at the time of layoff, retirement or termination of employment.

Members hired October 1, 2010 or thereafter

Members hired October 1, 2010 or thereafter will be permitted to accrue and maintain a maximum of 480 PTO hours. No hours will accrue above 480 hours. Members whose bank accrues over the maximum allowed within the fiscal year will be allowed to carry over the leave hours for paid time off during the fiscal year it is earned. On September 30th of each fiscal year employees will lose any hours exceeding this maximum limit.

Hours in excess of 480 shall be banked and available for an employee to use for reasons of, family care or valid personal reasons, and illness, injury, disability that renders the employee unable to perform the essential functions of the employee's position. This excess amount will not be subject to payout at the time of layoff, retirement or termination of employment.

Paid time off may not be taken in less than one-tenth hour increments.

Section 6. Except for emergency situations, requests to use PTO for more than 40 consecutive hours shall be pursuant to department policy #23, Vacations.

In the event a member requires same day leave for an unforeseen or unanticipated emergency to include personal illness, the member shall notify their

supervisor not less than 2 hours prior to the start of their normal workday. Excessive use of PTO may be subject to disciplinary action.

Section 7. Unused, accumulated Paid Time Off, as limited by Section 5, and “SVPTO” shall be 100% compensated to non-probationary employees upon layoff, retirement or termination of employment calculated at the base rate of pay in effect at the time of separation. Members may apply for and be paid up to an amount not to exceed \$5,000 gross per fiscal year for their accrued and banked paid time off to be taken in one-hour increments. Said amount shall be calculated and deducted from the PTO or SVPTO bank at their current base hourly rate. Employees must maintain a minimum balance of 200 hours in their account following any PTO leave payout.

Section 8. Leave Bank Donations

A member may, at his or her discretion, donate accrued and unused PTO or SVPTO to employees in any department when Human Resources sends notification that an employee leave donation bank has been established. Such donations must be submitted on the City’s approved Leave Donation Form.

Section 9. The provisions of the Federal Family and Medical Leave Act shall be applicable to the members of the bargaining unit.

Section 10. When Human Resources is notified that an employee is approved to enter the FRS Drop program, the employee may request payout of their “SVPTO” or PTO bank balance. The maximum amount of leave hours to be paid out will be the lesser of 500 hours or the FRS maximum allowed. During the period of continued employment with the City, the employee will continue to accrue PTO leave in accordance with applicable provisions of this Article. The employee will be paid out the remainder of his/her leave bank(s) upon separation of employment in accordance with this Article.

## ARTICLE 15

### **RECALL, STANDBY and MANDATED OVERTIME**

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

Members who are ordered to work past the end of their scheduled shift to cover for shortages on the following shift will be compensated at 1.5 of the member's salary. It will be the member's choice to flex the extra time or take the 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 16

### **ACTING IN A HIGHER CAPACITY**

Section 1. The Chief or designee may assign a bargaining unit member covered by this Agreement to serve as temporary replacement for an absent supervisor. If such assignment occurs, the bargaining unit member shall be paid five (5%) percent above his/her current base rate from minute one of acting in higher capacity until the temporary assignment ceases at the direction of the Police Chief or his designee. 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. The above-stated language also applies to Sergeants acting in a higher capacity in the absence of Administrative Lieutenants.

## ARTICLE 17

### COURT ATTENDANCE

Section 1. Any bargaining unit member who is required by the City to appear as a witness in court as a direct result of employment with the City shall be entitled to the following:

- a) Regular pay if called to testify during regularly scheduled work hours.
- b) A minimum of three (3) hours if called to testify, appear in court, or present a case to the State Attorney's Office outside the bargaining unit member's regularly scheduled work hours.
- c) Any bargaining unit member who is required to appear more than once during a day will receive an additional two (2) hour minimum as long as the second subpoena requires the bargaining unit member's appearance two (2) hours or more from the release from the first subpoena. If it is less than two (2) hours from the release from the first subpoena, then it will be paid as continuous time. This provision is limited to two (2) minimum appearance fees daily.

Section 2. Time off to respond to a subpoena to appear as a witness in a case related to a bargaining unit member's personal or Union affairs will be at the bargaining unit member's own expense (i.e. from leave banks or unpaid leave). Adequate prior notice must be provided by the bargaining unit member to his/her command.

Section 3. 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. "Light duty" is not guaranteed for a member and will be evaluated by the Chief of Police on a case-by-case basis.

"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 ensure 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 every year. The examination shall be sufficiently thorough to allow the physician to determine whether the member is medically fit to remain on duty. The examination will include the Health Risk Assessment. A Health Risk Assessment is bio-metric screening and follow-up counseling between the physician and employee and will be governed by all applicable HIPAA laws and individual personal health information will not be released to the City. 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. This will be a scheduled duty assignment and shall be compensated as on-duty or actual time spent for calculation of overtime. Midnight shift personnel have the option to flex their time or be paid a 3-hour minimum for the entire physical process.

Section 5. 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 specimens, 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 6. 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 7. 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 8. 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 9. 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 10. 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 explaining 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 11. 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 12. Any member involved in a critical incident will 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 13. 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 14. 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 the employee's attending licensed physician, the City may assign injured members to light duty. This section pertains to injuries occurring both on duty and off duty.

Section 15. 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 workdays.

Section 16. 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 17. 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. A request for bereavement leave due to a death must be submitted in writing to the Chief. The leave must be approved by the Chief. Verification of a death may be requested.

Section 2. For purposes of this Article, a "family member" means any of the following: father, mother, son, daughter, brother, sister, spouse, domestic partner, grandparents, grandchildren, aunt, uncle, and step, half, and in-law relations, of the employee or spouse.

Section 3. Bereavement leave for a death of a family member shall be seven (7) consecutive calendar days with no loss in pay. If taken, bereavement leave shall commence on the first shift day following the date of death.

Section 4. In the case of death of any other relative not included in the list above, an employee may be granted one (1) shift of bereavement leave as approved by the Police Chief.

## ARTICLE 20

### UNIFORM ALLOWANCE

Section 1. The City shall provide uniforms and equipment to employees. Uniforms and equipment 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. For all sworn personnel only Class A uniforms will be cleaned on an as needed basis for court and formal purposes. Detectives receive uniform allowances described in Section 4 (b).

Section 3. 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 4. All members of the Bargaining Unit shall receive the following:

- a) The City shall process a one-time lump sum payment of \$200.00 for each member the week following the first full paycycle of the fiscal year. The lump sum is intended to fund the purchase of boots and will be processed as a separate check. This lump sum does not apply to new employees in their first fiscal year and members described as Academy Trainee, Probationary Officer in Training, or Probationary Officer.
- b) Officers assigned as detectives or sworn professional standards personnel, who do not typically wear a uniform, shall receive a one-time lump sum payment of \$750.00 the week following the first full paycycle of the fiscal year in addition to the annual boot allowance referenced in Section 4a of this Article. The two allowances shall be combined into one check.

## 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). As provided by §440.15(12), which relates to a job-connected injury that is maliciously or intentionally caused the employee will receive 100% pay based on the 13-week average and not be required to utilize any PTO for the duration of his/her injury, nor will the employee accrue any PTO during this time. The Workers Compensation carrier will send the employee's check to Human Resources where the City employee must periodically appear to endorse the check to the City.

Section 2. An employee out on worker's compensation leave not related to a malicious or intentional act will be compensated by the City 100% of their last documented evaluation rate of pay for a period of 30 days. The Workers Compensation carrier will send the employee's check to Human Resources where the City employee must periodically appear to endorse the check to the City.

Section 3. The employee shall return to work as soon as medically possible or maximum medical improvement is achieved. 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.

Section 4. 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. Light Duty is not guaranteed for a member and will be evaluated by the Chief of Police on a case-by-case basis. 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.

## **ARTICLE 22**

### **INSURANCE**

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

#### Short-Term Disability Insurance (STD)

As an added benefit the City shall provide short-term disability insurance to all employees covered under this agreement, at no cost to the employee. Employees covered under this agreement shall not be required to exhaust banked PTO, Sick or Vacation time prior to receiving short-term disability benefits. Additionally, employees covered under this agreement shall have the option to use banked PTO, Sick or Vacation time to augment the short-term disability benefit to receive a full paycheck. All members shall receive a copy of the Short-term disability benefit summary program as provided by the City's current carrier outlining the benefit limits and eligibility criteria. This is a negotiable provision as it is the intention of both parties to provide such benefit as long as the market provides a fair and sustainable program.

#### Long-Term Disability Insurance (LTD)

The City shall provide long-term disability insurance to all employees covered under this agreement at no cost to the employee. Members shall have access to a copy of the LDI benefit summary program as provided by the City's current carrier, outlining the benefit limits and eligibility criteria. This is a negotiable provision as it is the intention of both parties to provide such benefit as long as the market provides a fair and sustainable program.

## 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.

Section 5. Memorandum of Understanding (MOU)

The parties recognize that during the term of this Agreement, situations may arise which require that terms and conditions set forth in the Agreement be clarified or amended. Under such circumstances, the Union is specifically authorized by bargaining unit employees to enter into the memorandums of understanding without having to be ratified by bargaining unit members.

## **ARTICLE 24**

### **RETIREMENT BENEFITS**

The parties recognize that the Employer is presently a participant in the Florida Retirement System (FRS) which may, from time to time, be amended, modified, reduced, or supplemented by State action over which the Employer has no control. The Employer shall have no obligation to negotiate matters over which it has no control.

## ARTICLE 25

### OVERTIME AND COMPENSATORY TIME

Section 1. All employees not assigned to a road patrol shift 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. All personnel assigned to a patrol shift shall work a FLSA, 207k 14-day work period. Though the threshold is 86 hours, both parties contractually agree that all personnel assigned to a road patrol shift shall be paid 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 for all hours worked over 82 hours in a 14-day work period.

Section 3. Employees may bank up to 160 hours of compensatory time during their employment with the City. With the approval of the Division Commander, accumulated compensatory time may be used by the employee as paid time off. Employees may request to use compensatory time, which shall be permitted within a reasonable period of making the request, if the date(s) requested do not unduly disrupt the operations of the Department. Requests may be immediately denied if, in the Chief's determination, the agency is, or will be, in a state of emergency.

Section 4. For the purpose of computing overtime, a holiday falling on a shift day shall be considered hours worked. PTO leave, SVPTO, sick leave and other leave shall not be considered as hours worked.

Section 5. An employee who is mandated to work shall be paid at the rate of one and one-half (1 & 1/2) times the employee's regular hourly rate of pay or, in compensatory time, regardless of scheduled (pre-approved) leave taken in the same work period as described in Sections 1 and 2 of this Article.

Section 6. 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 7. 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 to accommodate department needs in exigent circumstances.

Section 8. There is a sixty-five dollar (\$65.00) 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. This benefit covers any costs associated with the occasional phone call or email during off-duty hours to accommodate work items (i.e. five-minute phone conversation with State Attorney).

Section 9. 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. However, the City will give the Union no less than 90 days' notice prior to taking any action. In any event the overtime pay requirements of the Fair Labor Standards Act shall be observed.

## ARTICLE 26

### 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 27

### **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 28

### RATE OF PAY - CAREER PROGRESSION

Section 1. The pay range for the three (3) positions within the bargaining unit shall be:

|                      |                            |
|----------------------|----------------------------|
| Probationary Officer | \$48,266.40                |
| Police Officer       | \$50,631.98 - \$90,000.00  |
| Police Sergeant      | \$72,134.40 - \$105,000.00 |

Effective the first full pay-cycle in October 2021, active members will receive a 6% General Wage Increase (GWI) to their base rate of pay. Employees above the maximum of the new range will receive a one-time lump sum for the value of the 6% GWI.

At no time will an employee be permitted to exceed the maximum salary range of their classification. Employees who are at or over the maximum salary range at the time of a base pay increase will be “red-lined” and not permitted to receive additional base pay increases unless salary ranges are adjusted, or a provision of this agreement permits such.

Section 2. Upon the Probationary Officer’s successful completion of the 1-year probationary period and an overall annual performance evaluation rating of “Satisfactory” or better, the Probationary Officer will advance to the Police Officer range, at the entry rate of pay.

Section 3. With a minimum of 3 years uninterrupted service as a Police Officer, annual performance evaluation overall ratings of “Satisfactory”, completion of Instructor Techniques and a Line Supervision course, completion of 160 hours of advanced police training classes, no formal disciplinary action within the prior 12 months, and a minimum of an Associate Degree from a regionally accredited college or university, the officer may sit for the Sergeant’s exam as articulated in Department Policy. If promoted, the officer will receive a 10% increase or be placed at the minimum of the range, whichever is greater.

#### Section 4. Additional Assignments

- A) **Corporal** – a police officer assigned as a Corporal shall be compensated an additional 5% above their base rate of pay while serving in said assignment. Corporals who receive this assignment pay shall not be additionally compensated as described in Article 16 (1) (Acting in Higher Capacity).
- B) **Detective** – a police officer assigned as a Detective shall be compensated an additional 5% above their base rate of pay while serving as a detective with call-out duties. Detectives shall not work overtime without the prior approval of the Chief of Police or designee.

- C) **K-9 Handlers** – a police officer assigned a police canine will be compensated \$25.00 per day for each shift day worked. The officer shall be compensated one (1) hour of straight time to their compensatory bank for each off-duty day up to the maximum hours allowable in the compensatory bank. Additionally, all veterinarian visits off-duty will be paid as overtime.
- D) **Field Training Officer (FTO)** – an approved list of field training officers shall be compiled annually by the Training Coordinator and approved by the Chief of Police. Any officer listed and assigned to the field training program shall be paid one hour at the overtime rate for every full shift spent in field training.

Section 5. FRS rules currently require employees to contribute 3% to the pension or investment fund. In fiscal year 2012, the City instituted a Conditional GWI Adjustment to fill this gap.

If FRS rules change to eliminate the employee contribution after September 30, 2012, the City will discontinue filling the gap resulting in no net income loss to the employee.

If FRS increases employee contributions above the 3%, the City is not bound to provide offsetting compensation.

Those members who do not participate in employee contributions to FRS (i.e. DROP) are not affected by this provision and will not receive Conditional GWI Adjustments.

Section 6. General Wage Increase (GWI), Cost of Living Adjustment (COLA), or Merit Increase

Any GWI, COLA, or merit increase desired by the union shall be collectively bargained through the process of reopeners.

Section 7. Merit Pay

Effective FY22 (October 1, 2021 – September 30, 2022), members who receive an overall rating of “Satisfactory” or greater on their annual performance evaluation will receive a one-time lump sum of \$750.00.

Section 8. Rate Changes Fiscal Year 2023 and Fiscal Year 2024

The City and Union agree that member base rates will increase no less than 5% in the second year of this Agreement, and no less than 3% in the third year of this Agreement through the process of reopeners. Members at or above the maximum of the pay range to which they are assigned will receive the value of this adjustment in a one-time lump sum.

Section 9. Career Service Incentive

a. Effective FY22 (October 1, 2021 – September 30, 2022) only, a member who reaches a recognized milestone anniversary with continuous, uninterrupted full-time service will receive a one-time gross lump sum on their anniversary date:

|          |            |
|----------|------------|
| 10 Years | \$1,000.00 |
| 15 Years | \$1,500.00 |
| 20 Years | \$2,000.00 |
| 25 Years | \$2,500.00 |

b. Employees who have passed a recognized milestone, are in between years, and are distanced from the next milestone by a year or more will receive a one-time lump sum on their next anniversary date of the prior milestone. For example, an employee with eleven (11) years of continuous, uninterrupted full-time service would receive the 10-year career service incentive one time only on his or her next anniversary date. An employee with twenty-two (22) years and four (4) months would receive the 20-year career service incentive. An employee with fourteen (14) years and two (2) months would receive the 15-year career service incentive as described in section 9(a).

c. In the second and third years of this Agreement, only those employees who reach a recognized milestone anniversary with continuous, uninterrupted full-time service will receive a one-time lump sum as shown above.

## ARTICLE 29

### **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. Employees are eligible to participate in the City's Tuition Reimbursement Program, as articulated in the City's Employee Handbook.

## ARTICLE 30

### 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. Officers are eligible to drive their assigned vehicle to and from their home, in an off-duty capacity when their home is within Martin County or its equivalent radius. The radius is 27.5 miles from City Hall to the farthest point of Martin County. Whereas, if the officer's home is within 27.5 miles of city hall, by the way the crow flies, Officers are eligible to participate in the take home vehicle program as governed by City of Stuart Policy Manual.

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.

Section 4. In internal investigations of bargaining unit members involving only non-criminal policy violations, the City's utilization of any and all such data from electronic positioning systems may not establish the existence of any fact in controversy absent some corroborating information.

## ARTICLE 31

### **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 32

### **MISCELLANEOUS PROVISIONS**

Section 1. All sworn officers will qualify with weapons carried by them pursuant with current department rules and policies.

Section 2. 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 3. 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 4. 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.

Section 5. Member's pictures / photos may periodically be shared on social media, publications, or other media outlets. Members that prefer to not have their image shared must submit their request of exclusion to the Chief of Police via Chain of Command annually.

## ARTICLE 33

### EVALUATIONS

Section 1. An annual evaluation of work performance will be conducted for all employees on the anniversary date of employment with the Stuart Police Department.

The annual evaluation can be produced through an electronic performance management software at the City's discretion. All evaluations shall be conducted in a timely manner and are subject to the Chief's review and approval.

Section 2. The Shift Commander shall conduct quarterly performance reviews (which can also be produced through an electronic performance management software) for all employees to allow each employee the notice to improve performance standards by the end of the rating period.

Section 3. Evaluations of Patrol Officers will be conducted by the employee's Shift Commander or in partnership with the Shift Commander the Patrol Officer has worked under for the majority of the evaluation period. Evaluations of Sergeants will be conducted by the employee's Division Commander or in partnership with the Division Commander the Sergeant has worked under for the majority of the evaluation period.

Section 4. 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 decision of the City Manager shall be final and binding and is exempt from the grievance procedure found in Article 4.

Section 5. Members must achieve at least an overall "Satisfactory" evaluation rating to receive merit increases offered by the City, as identified in Article 28.

**ARTICLE 34**

This article intentionally left blank.

**ARTICLE 35**

**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, 2024. 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.

Section 3. It is the specific intention of the parties that regardless of any past practice or custom, upon expiration of this Agreement wages and other economic benefits will not be increased or adjusted until renegotiated, except as provided in Article 28.

Section 4. It is further understood that no provision of this Agreement shall foreclose further negotiations of any Article or portion of an Article upon mutual agreement of the parties.

In witness whereof, the parties hereto have set their hands this 13<sup>th</sup> day of October, 2021.

ATTEST

Mary B. Kinsel  
City Clerk

CITY OF STUART, FLORIDA

David Dyess  
David Dyess, City Manager

APPROVED AS TO FORM  
AND CORRECTNESS

Michael J. Mortell  
Michael J. Mortell, City Attorney

PALM BEACH COUNTY POLICE  
BENEVOLENT ASSOCIATION

John Kazanjian  
John Kazanjian, Palm Beach County PBA  
President

Date City Ratified 10-11-2021

Date PBA Ratified 9-29-2021