

COLLECTIVE BARGAINING AGREEMENT

Between

CITY OF PORT ST. LUCIE

And

PORT ST. LUCIE POLICE OFFICERS ASSOCIATION,
LOCAL 6015, INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO

EFFECTIVE OCTOBER 1, 2012 THROUGH SEPTEMBER 30, 2015

Ratified by Bargaining Unit: December 18, 2013

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PREAMBLE

This Agreement is entered into by the CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, STATE OF FLORIDA, hereinafter referred to as the City, and, PORT ST. LUCIE POLICE OFFICERS ASSOCIATION, LOCAL 6015, INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO, herein-after referred to as the Association or IUPA, for the purpose of promoting harmonious relations between the City and the Association, to establish an orderly and peaceful procedure to settle differences which might arise, and to set forth the basic and full agreement between the parties concerning wages, hours, and other terms and conditions of employment.

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

ARTICLE 1
RECOGNITION

The City hereby recognizes Port St. Lucie Police Officers Association, Local 6015, International Union of Police Associations, AFL-CIO (IUPA) as the exclusive bargaining representative for all matters affecting wages, hours, and terms and conditions of employment as provided in Section 447.309(1), Florida Statutes, for those employees in the unit certified by the Public Employees Relations Commission on September 4, 2007.

ARTICLE 2

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 IUPA 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 will 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 discontinue deductions by providing written notice to the Association and the Human Resources Department. Deductions shall cease within 30 days of receiving the notice.

Section 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 shall be remitted monthly along with a list containing the name and the amount deducted, of the bargaining unit members for which remittance is made.

ARTICLE 3

BULLETIN BOARDS AND SOLICITATION

Section 1:

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

Section 2:

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

Section 3:

Copies of all notices to be posted on the bulletin board by the Association shall be signed and dated by the authorized bargaining unit representative and sent to the Chief of Police or his designee. The Chief of Police or his designee may make periodic inspections of the bulletin boards and request material be removed that violate this section.

Section 4:

The City's electronic information systems, including the e-mail system and Police Department portal, shall not be used to communicate Association business, except for the following: Notice of meetings; minutes of those meetings; votes arising from those meetings; Association meetings and ratification votes. Bargaining unit members agree to abide by the City's E-mail Internet & Telecommunications Policy Adopted by Ordinance 99-87.

ARTICLE 4

ASSOCIATION BUSINESS

Section 1: Association Time Bank

- A. Each bargaining unit member may voluntarily contribute one (1) hour of annual leave to the Association Time Bank on an annual basis.
- B. A bargaining unit member who wishes to donate said one (1) hour of annual leave, may do so at any time throughout the year.

Section 2: Eligibility to Use Association Time Bank

- A. Up to a maximum of three (3) representatives in any one instance shall be granted time off paid from the Association Time Bank for the purpose of conducting Association business. Management may grant leave to no more than two (2) additional representatives if doing so does not unduly disrupt the operation of the department.
- B. The President of the Association or his designee shall submit all requests for the use of the Association Time Bank to the Police Chief or his designee at least three (3) working days in advance of the requested time off. However, this shall not preclude management from granting leave with less than three (3) working days' notice.
- C. The Police Chief shall have the sole discretion of approving or denying Association Time Bank usage, depending upon the manpower requirements to maintain efficient operations within the Police Department. Such discretion shall be exercised in a reasonable manner.

Section 3: Charges Against Association Time Bank

- A. Association Time Bank charges will be drawn in increments of one (1) hour and will be charged for all hours during which an elected or appointed Association representative is in an on-duty release while conducting Association business as described in Section 3 (B).
- B. An Association representative may request time off from the Association Time Bank for the purpose of attending Association training sessions, conferences, meetings, and other Association business not including grievance hearings, investigations, contract negotiations, and legislative body meetings regarding the resolution of collective bargaining impasse procedures and arbitrations.

Section 4: Documenting Use of Association Time Bank

- A. Charges against the Association Time Bank shall be documented by the use of an Association Time Bank Authorization Form to be completed for each request, attached to this Agreement as Appendix "B" and incorporated herein.
- B. The Police Chief or his designee and Association President or his designee shall keep a record of all time donated and drawn against the Association Time Bank and a detailed summary shall be submitted on October 1 and April 1 of each fiscal year to the Director, Human Resources.

Section 5: Paid Time for Association Business

- A. Up to four (4) representatives of the Association will be allowed to attend collective bargaining negotiations without loss of pay when attending during their normal hours of work.
- B. One (1) Representative of the Association will be allowed to attend grievance hearings, investigations, and legislative body meetings regarding the resolution of collective bargaining impasse procedures and arbitrations without loss of pay when attending during his normal scheduled hours of work. Two (2) Representatives will be allowed to attend critical incident investigations.
- C. The City will not compensate any bargaining unit member who is acting as a representative of the Association when attending any grievance hearing, contract negotiation, investigation, or legislative body meeting regarding the resolution of collective bargaining impasse procedures and arbitrations that occurs outside of said member's normal scheduled hours of work.

ARTICLE 5

ASSOCIATION REPRESENTATION AND ACTIVITIES

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

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

Section 3: Representatives will be designated by the Association and identified in writing to the City.

Section 4: Neither Association representatives nor bargaining unit members 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 in their chain-of-command. Permission will not be unreasonably withheld.

Any bargaining unit representative who finds it necessary to meet with any on-duty bargaining unit member for the purpose of conducting business authorized by this Agreement shall obtain prior approval from a Lieutenant in the chain-of-command of the affected bargaining unit member. 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 Lieutenant is not readily available, then approval from any on-duty employee of Lieutenant or above will suffice.

ARTICLE 6

EMPLOYEE RIGHTS

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

Section 2: Language contained in this Agreement shall not foreclose any bargaining unit member from pursuing any right or remedy, not including arbitration as defined in Article 22, Arbitration Procedure, without representation of the Association.

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.

Section 4: The City shall not unilaterally alter established past practices with respect to wages, hours and terms and conditions of employment, except as otherwise permitted by law.

Section 5: The Chief of Police shall develop a departmental policy on AVL/GPS systems including the utilization of data from such systems. The Association will have thirty (30) days to review and comment on the policy. The Chief of Police shall engage in good faith consideration of the Association's comments before publishing the final departmental AVL/GPS policy. The AVL/GPS policy shall contain a prohibition of harassment of bargaining unit members. The policy must also address how the AVL/GPS data will be used in disciplinary matters. The policy shall contain a provision that discipline will not be sustained solely on AVL or GPS data.

ARTICLE 7

MANAGEMENT RIGHTS

Section 1: Reservation of Rights

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

Section 2: Prior Rights

Prior to the time when the Union became the representative of the bargaining unit members 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 Union 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 in the management and conduct of the City's business on the part of the Association or any of its representatives.

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

(b) To establish new jobs, abolish or change existing jobs, to increase or decrease the number of jobs or employees, and to determine the assignment of work, and to select the hours and days to be worked on each position within the structure of the organization, 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;

(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 or established past practice;

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

Section 5: If, at the sole discretion of the City, it is determined that civil emergency conditions exist, including but not

limited to riots, fires, floods, civil disorders, strikes or illegal work stoppages, hurricane conditions or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City as it deems necessary, during the term of the declared emergency, provided that wage rates, just cause for discipline, and other direct monetary payments shall not be suspended.

ARTICLE 8

PROHIBITION OF STRIKES

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

ARTICLE 9

DAYS AND HOURS

Section 1: The work week shall consist of five (5) eight (8)-hour, or four (4) ten (10)-hour days, within a seven (7)-day period beginning on Saturday (12:01 a.m.) and ending on the following Friday (midnight). 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. Schedules shall not be changed solely for the purpose of avoiding overtime compensation during the workweek.

The City and the Association jointly agree to a "4-10" work schedule program, which shall consist of employees working four (4) consecutive days of ten (10) work hours followed by three (3) consecutive days off. Employees working the 4-10 work schedules shall be compensated on each workday for ten (10) hours of pay at straight-time rates.

The "4-10" work schedule shall be established utilizing the following shifts and workdays:

Shifts

First Shift: 10:00 p.m. - 8:00 a.m.
Second Shift: 7:00 a.m. - 5:00 p.m.
Third Shift: 3:00 p.m. - 1:00 a.m.

Work Days

Squad A: Sunday, Monday, Tuesday, Wednesday
Squad B: Wednesday, Thursday, Friday, Saturday

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 dollar (\$1.00) per hour compensation.

There shall be a seniority based bidding process for shift, squad, zone and workdays. Seniority shall be as defined in Article 16. Bidding shall occur bi-annually during the months of October and April. Each bargaining unit member shall be allotted 24 hours to make his/her shift selection, which shall commence after reasonable notice of the selection opportunity is first provided by the City. Obviously, exigent circumstances may apply, which would waive the 24-hour selection requirement.

In the event of vacancies or reassignments due to staffing, seniority bidding will apply for the officer(s) entering the work schedule.

Annual leave, holiday pay and sick leave are provided as shift-based benefits and, therefore, the expenditure of said leaves shall be calculated on an equivalent hourly basis. Therefore, employees who are assigned to work a ten (10) hour shift will receive, or shall utilize, ten (10) hours of annual leave, holiday pay and sick leave accordingly.

Further, the City and Association agree that employees may, with the consent of the Association, voluntarily elect to work a flexible schedule other than those outlined herein for the purposes of staffing special details or meeting other Departmental needs. The affected employee and the City shall agree upon such work schedules in advance.

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

Section 3: Compensatory Time. All bargaining unit members may accrue a maximum of fifty (50) hours compensatory time at any given 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 sergeant 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 shall be charged in one (1) hour minimum increments. No more than two (2) officers per shift will be off on compensatory time; however, up to two (2) additional officers may be given compensatory time off subject to approval by a Lieutenant or above. When multiple requests are submitted, seniority will apply. If insufficient officers are available to fill the required shift positions, the sergeant will meet with their district lieutenant 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 4: 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 5: Court Appearance. All bargaining unit members shall be paid for a minimum of two (2) hours when required to appear in court, state attorney hearings, responding to any court related hearing, or attend any department-mandated meeting or activity during their scheduled off-duty hours.

Section 6: Return to Work. All bargaining unit members shall receive two (2) hours compensation, plus all time worked, when required to return to work after the expiration of their shift. Bargaining unit members shall receive one additional hour of compensation, plus all time worked, when they are required to remain on duty, with less than two hours' notice.

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

Section 9: 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) hours' additional regular compensation per day for on-call status. The bargaining unit member shall be physically fit for duty twenty-four (24) hours per day during his on-call status 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 10: All bargaining unit members may receive two (2) compensated personal leave days per year without deduction from any other accrued leave benefit. Personal leave days may be used for last minute emergencies and can be used consecutively.

Section 11: 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 dollar (\$1.00) per hour compensation.

Section 12: Other provisions, if any, regarding days and hours, not in express conflict with this Agreement, shall be governed by the City's Personnel Rules and Regulations, currently in effect.

Section 13:

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 |

- B. If a bargaining unit member works either on the actual holiday as listed above, or the date on which it is observed by the City, he/she shall be paid one and one-half times (1.5X) his/her hourly rate for all hours worked, plus eight hours holiday pay, or ten (10) hours of holiday pay if assigned to a ten hour shift. Bargaining unit members may elect to receive straight time for all hours worked and accrue twelve (12) hours of compensatory time, or fifteen (15) hours of compensatory time if assigned to a ten hour shift, as their holiday pay, subject to the provisions of Section 3, above. The holidays worked will be considered as Holiday Pay rather than overtime and, therefore, not included in the 300/hour or 275/hour overtime maximum for retirement calculations.
- C. Bargaining unit members shall receive eight (8) hours of holiday pay when they are not scheduled to work during City-recognized holidays. Bargaining unit members who are assigned to a ten hour shift shall receive ten (10) hours of holiday pay when they are not scheduled to work during City-recognized holidays.
- D. 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.

ARTICLE 10

I - FITNESS FOR DUTY

Section 1: All bargaining unit members shall be physically fit for duty for their shift and twenty-four (24) hours per day during those calendar days assigned 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 refuse to report for duty for medical reasons may be required to submit a written excuse from a physician prior to their return to duty.

Section 4: All refusals by bargaining unit members to report for duty shall be documented by shift supervisors or higher ranking Police Officials 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 - PHYSICAL EXAMINATION/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. Prior to implementation of any such program, the Association shall be provided the opportunity to review and negotiate the contents of any such plan. 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.

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 and Florida Statutes.

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 11

WAGES

Section 1: All step increases shall be solely based on merit, pursuant to Section 13 of this article. Bargaining unit members shall receive a written evaluation prior to their anniversary/classification date of employment or promotion. Only those bargaining unit members who receive an evaluation that meets or exceeds standards in all categories shall be eligible to receive a merit increase.

Section 2: The ability to attract experienced law enforcement officers is an important component of a growing law enforcement agency. Therefore, the City may hire officers who have full-time law enforcement experience (not including military) in federal, municipal or county law enforcement agencies, and place them in a range not to exceed Step Three (3) of the pay plan. The Chief of Police or his designee will make decisions concerning experience.

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

Section 4: Computation of Overtime. All bargaining unit members shall be paid time and one-half (1 ½) their regular rate for all hours worked over forty (40) during the work week.

Section 5: Assignment to Investigative Unit. All bargaining unit members who are not on modified duty, while assigned full time for a period of time exceeding twelve (12) consecutive weeks 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. Bargaining unit members serving as active Uniform Crime Scene Investigators for a period of time exceeding twelve (12) consecutive weeks shall receive an additional seventy-five (\$0.75) cents per hour compensation.

Section 5A: Assignment to K-9 Unit. All K-9 officers assigned a K-9 dog shall receive 1.5 additional hours compensation on each of their scheduled days off for the care and handling of the K-9 dog, unless the K-9 is placed under the care of someone else.

Section 6: Assignment to FTO Program. Bargaining unit members assigned as Field Training Officers (FTOs) on a ten (10) hour shift shall receive an additional 2 hours of compensation for each day they are acting in the capacity of a trainer for a newly hired probationary employee. For bargaining unit members assigned to an eight (8) hour shift, the compensation shall be an additional 1.5 hours of compensation.

Section 7: Assignment to Sergeant. Bargaining unit members assigned as 'Acting Sergeants' for a minimum of four (4) hours per shift shall receive an additional one and one-half (1.5) hours of additional compensation per shift. A Lieutenant or higher ranking

officer must approve this assignment.

Section 8: All wage increases are limited to the duration of this Agreement.

POLICE OFFICER PAY PLAN

The new STEP pay schedule will be in place on October 1, 2013 or the date of ratification by the bargaining unit, whichever is later.

<u>STEP</u>	<u>FY 2012-2013</u>	<u>FY 2013-2014</u>	<u>FY 2014-2015</u>
1	\$41,358.25	\$42,000.00	\$42,000.00
2	\$42,599.00	\$44,400.00	\$44,400.00
3	\$43,876.97	\$46,800.00	\$46,800.00
4	\$46,348.97	\$49,200.00	\$49,200.00
5	\$48,820.97	\$51,600.00	\$51,600.00
6	\$51,292.97	\$54,000.00	\$54,000.00
7	\$53,764.97	\$56,400.00	\$56,400.00
8	\$56,236.97	\$58,800.00	\$58,800.00
9	\$58,708.97	\$61,200.00	\$61,200.00
10	\$61,180.97	\$63,600.00	\$63,600.00
11	\$63,652.97	\$66,000.00	\$66,000.00
12	\$67,980.00	\$68,400.00	\$68,400.00
13		\$70,800.00	\$70,800.00

(FY 2013-2014) Bargaining unit members will be slotted into the lowest step which gives them a raise on the date of union ratification.

(FY 2013-2014) Bargaining unit members will move to the next step on January 1, 2014 or their anniversary date, whichever is earlier. No bargaining unit member will receive a change effective prior to the union ratification.

(FY 2013-2014) Bargaining unit members at top step will not receive longevity pay.

(FY 2014-2015) Bargaining unit members will continue with the same salary/step schedule as the previous year.

(FY 2014-2015) Bargaining unit members will move to the next Step on their anniversary date.

(FY 2014-2015) Bargaining unit members at the top step will not receive longevity pay.

Section 11: Incentive Pay

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

Employees who obtain a degree from State or Nationally accredited educational organizations are granted incentive pay in accord with these provisions. Educational 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 or completion of an Educational Program ("submission"). Bargaining unit members whose submission and degree comport with this article will receive incentive pay per the following:

Degree Program:

Associates
Bachelor's
Master's
Doctoral

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.

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

C. Bargaining unit members must obtain written approval in advance from a Department Head to ensure that any degree, course, license, or training outlined in this section will qualify for incentive pay. Advance approval shall also be sought concerning the associated costs (i.e., course fees, travel expenses, etc.) Any determination shall be based on departmental funding and job relatedness. A denial shall not be subject to the grievance and arbitration procedure, but may be appealed to the City Manager for resolution.

Section 12: Increases

All step increases are contingent upon the bargaining unit member receiving an overall rating of "Exceeded Standards" or "Met Standards" on his annual evaluation. The evaluation form is attached to this Agreement as Appendix "C" and incorporated herein. If the bargaining unit member receives an overall rating of "Failed to Meet Standards", he shall not receive a step plan increase at the time of initial 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", he will receive his normal step increase, effective the date of the re-evaluation.

Section 13: Duration

Bargaining unit members shall not be eligible for any wage increase, wage adjustment or incentive increase on or after October 1, 2015, except as re-negotiated and ratified by the parties.

ARTICLE 12

BENEFITS

Section 1: The following benefits shall remain in force:

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

* Payroll deducted benefit.

** Initial uniforms upon hire to include five (5) shirts (either long- or short-sleeved, or any combination thereof), and five (5) trousers. Replacements for uniform shirts and/or trousers damaged in the line of duty will be made as required.

Employee and City Health Contributions and Co-payments

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

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

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

Employee Contribution		Employer Contribution		Total Contribution	
\$	%	\$	%	\$	%
Employee Only	43 8	497 92		540	100
Emp. & Spouse	219 14	1,348 86		1,567	100
Emp. & Children	149 14	913 86		1,062	100
Emp. & Family	260 14	1595 86		1,855	100

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

Employee Contribution		Employer Contribution		Total Contribution	
\$	%	\$	%	\$	%
Employee Only	45 8	522 92		567	100
Emp. & Spouse	247 15	1,399 85		1,646	100
Emp. & Children	167 15	947 85		1,114	100
Emp. & Family	292 15	1655 85		1,947	100

Bargaining unit members shall be responsible for the following co-payments. 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. (This co-pay shall be waived in the event that the employee is admitted to the Hospital for treatment.) 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.

2.1: Health Insurance Rebate Program:

Since the total contributions for the health insurance plan, as identified in Section 1: #2 above, are based on projections, and since it is to the advantage of both employees and the City to keep health insurance costs as low as reasonable, the City agrees to establish a rebate program for situations when the actual annual fund expenses are less than the projected expenses. There will be no increase in employee or city contributions required in the event actual expenses are greater than budgeted. This rebate program should encourage employees to stay as healthy as possible and thereby keep health costs down.

The rebate will be calculated annually by comparing budgeted expenditures in the Health Insurance Fund (#605) as identified in the annual City budget adopted each September for the ensuing fiscal year (Original Budget) with actual expenses as identified in the end of the year (September 30th) financial statements for the fund. The budgeted expenses for Fiscal Year 2013-2014 are \$14,891,425. If annual expenses are less than budgeted expenses, employees and the City shall receive proportionate share rebates based on the number of employees in each plan, the plan that an employee has selected and the employee/City percentage split of contribution for that year.

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

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

In the case of an employee being a plan participant for only a portion

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

Section 2: If, during the life of this Agreement, health plan costs increase or coverages are modified or withdrawn by carriers or providers, the City reserves the right to reopen this article for negotiation.

Section 3: All bargaining unit members while assigned full-time to the Criminal Investigations Division, Special Investigations Division (S.I.D), or the Professional Standards Division for a period of time exceeding twelve (12) consecutive weeks shall receive a \$60.00 per month clothing allowance, while so assigned. Other practices regarding uniforms and equipment shall remain unchanged.

Section 4: All bargaining unit members assigned full-time to uniformed duties and in divisions not listed in Section 3 shall receive twenty dollars (\$20.00) per pay period for uniform cleaning and maintenance.

Section 5: All bargaining unit members shall be eligible to participate in City-provided benefit plans on the first day of the month following their date-of-hire. Pension plans may have other length of employment requirements.

Section 6: The City shall reimburse bargaining unit members to a maximum of \$850.00 for the purchase of bulletproof vests. Bulletproof vests shall be replaced in accordance with the manufacturer's specifications.

Section 7: The City agrees to reimburse bargaining unit members to a maximum of \$125.00 per year to purchase or replace an outer bulletproof vest cover.

Section 8: Officers assigned to uniform 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 coincide with the month of the bargaining unit member's anniversary date-of-hire.

Section 9: The City agrees to continue to pay bargaining unit members' health insurance benefit premiums if the bargaining unit member is permanently disabled as a result of a job-related injury. The City reserves the right 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 bargaining unit member's spouse and/or dependent children, in accordance with Florida law.

Section 10: Any recoupment of overpayment to a bargaining unit member shall be over the same time period that the overpayment was made, unless the member agrees to a shorter notice period.

Section 11:

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

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

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

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

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

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

ARTICLE 13

RETIREMENT PLANS

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

Section 2:

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

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

Section 5: For service earned prior to the effective date of this Agreement, the total overtime compensation during that period shall be included as pensionable earnings. Upon the ratification of this Agreement, a maximum of 300 overtime compensation hours per fiscal year will be included as pensionable earnings for all employees hired before the ratification. The City shall continue to contribute 10.5% for overtime hours earned in excess of 300, to be deposited in a city defined contribution plan. For employees hired after April 1, 2013, excluding individuals already in the hiring process, a maximum of 275 overtime compensation hours shall be included as pensionable earnings. The City shall continue to contribute 10.5% for overtime hours earned in excess of 275, to be deposited in a city defined contribution plan.

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

Section 7: The parties agree that the Last-in First Out (LIFO) method will be utilized with respect to the usage of sick leave and annual leave after the ratification of this Agreement. Therefore, employees who use leave time accrued after the ratification of this Agreement shall be debited from these post-ratification accruals, provided the employee has sufficient leave. In the event an employee has insufficient post-ratification accruals and, therefore, must use pre-ratification accruals, he/she may replenish the utilized pre-

ratification accruals.

Section 8: For pensionable earning calculations, the pre-ratification sick leave and annual leave value shall be based on the rate of pay as of the date of retirement.

ARTICLE 14

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.

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, transferred or have their job duties modified, 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 the twelve (12)-month period, from anniversary date to anniversary date, the bargaining unit member shall receive as an incentive eight (8) hours of vacation time, immediately following his/her anniversary date of employment.

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

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

Payments shall be made only when a bargaining unit member separates from City employment in good standing, and shall be limited to a maximum of 1,040 hours.

Section 6: Donated Sick Time

Bargaining unit members may also receive donated sick time from any bargaining and non-bargaining unit employee. The bargaining unit member making the donation shall be employed with the City for more than five (5) years. The bargaining unit member may only receive a maximum of twenty-four (24) hours per donor within a twelve month period. The donated sick time may only be used for FMLA matters directly involving the member. Donated sick time shall not be used for intermittent FMLA leave.

ARTICLE 15

PROBATIONARY PERIODS & PERFORMANCE EVALUATIONS

Section 1: All bargaining unit members shall receive a written evaluation from their immediate supervisor annually. Probationary bargaining unit members shall be evaluated on a more frequent basis. Initial probation shall be from the date-of-hire until one (1) year after the successful completion of the F.T.O. program. Probation may be extended up to a maximum of 90 days at the discretion of the Chief of Police or his designee. Written notice shall be provided to the bargaining unit member and the Association prior to the expiration of the initial probationary period.

Section 2: All Bargaining unit members will be evaluated on their job performance only and shall not be expected to meet performance standards that are not part of the requirements of their position.

Section 3: A bargaining unit member who is failing to meet performance standards will be notified by his supervisor of the area(s) to be corrected and be allotted reasonable time to correct same.

Section 4: Bargaining unit members who do not meet all performance standards 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.

ARTICLE 16

SENIORITY

Section 1: Seniority is computed from the date the bargaining unit member is sworn in as a Police Officer with the Port St. Lucie Police Department. When bargaining unit members are sworn in on the same date, seniority will then be computed by the members' last name. In the event that a bargaining unit member terminates employment as a Police Officer, that bargaining unit member's seniority will terminate. 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 2: 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 3: Whenever bargaining unit members are provided choices regarding schedules and assignments and two (2) or more bargaining unit members make the same request, the bargaining unit member with the greatest seniority shall prevail.

Section 4: A Sergeant who is demoted to the rank of Police Officer shall be reinstated to his original seniority date held as a Police Officer with the Port St. Lucie Police Department.

ARTICLE 17

SAFETY

Section 1: The City will make reasonable efforts to provide bargaining unit members 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: Said 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 declared 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, or shift, 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 two (2) shifts, including off-duty details, in a twenty-four (24) hour period without the approval of a Lieutenant or above, except in a civil emergency or exigent circumstances.

ARTICLE 18

INTERNAL INVESTIGATIONS

Section 1: 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.

Section 2: The City further agrees to furnish the bargaining unit members with a copy of Section 112, Part VI (112.531-112.535) Florida Statutes and during the period of F.T.O. training establish instruction on the Police Officers Bill of Rights.

ARTICLE 19

LAYOFF AND RECALL

Section 1: Bargaining unit members shall be subject to reduction-in-force and recall on the basis of seniority as a Police Officer with the Port St. Lucie 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 in lieu of a reduction-in-force, and shall have their salary adjusted to the existing range of the position. For the purpose of recall, a bargaining unit member who accepts a position in another City division or department, shall only have recall rights for the time in the classification held prior to the reduction-in-force.

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: 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 sworn officer, pursuant to Article 16.

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: For the purposes of layoff and recall only, as of the effective date of the layoff or recall, bargaining unit employees who are considered disabled veterans, as defined by state law, shall have their seniority increased by 10% of their length of service with the City. Bargaining unit employees who are considered non-disabled veterans, pursuant to state law, shall have their seniority increased by 5% of their length of service with the City.

ARTICLE 20

DISCIPLINE

Section 1: A classified, non-probationary bargaining unit member may not be disciplined or discharged without just cause. A bargaining unit member may have a reasonable number of 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. The purpose of the disciplinary meeting or investigation shall be explained to the bargaining unit member at the beginning of the meeting or investigation, pursuant to Florida Statute.

Section 2: During probation, the bargaining unit member can be disciplined or discharged. The discharge of probationary bargaining unit members shall not be subject to the grievance or arbitration procedures of this Agreement, nor the City's Personnel Rules and Regulations. This section does not imply that after the completion of any required probationary period classified, non-probationary bargaining unit members cannot be disciplined or discharged. However, only classified, non-probationary bargaining unit members shall have a right to file grievances or appeals concerning discipline or discharge pursuant to this Agreement or the City's Personnel Rules and Regulations. Probation shall be from the date-of-hire until one (1) year after the successful completion of the F.T.O. Program.

Section 3: 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.)
- Dismissal
- Demotion

Section 4: All non-probationary 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. Regular, classified bargaining unit members who have been placed on disciplinary probation retain all rights contained in this article.

Section 5: Written Reprimands will be considered expired if the bargaining unit member is not disciplined prior to the completion of the second annual evaluation subsequent to the reprimand.

Section 6: Terminations, written reprimands and suspensions without pay shall become effective ten (10) days after the notice of discipline has been issued. Should the bargaining unit member elect to grieve a suspension without pay or written reprimand, the suspension or written reprimand shall be imposed upon the determination of the City Manager or his designee upholding the suspension or written reprimand at Step III.

Section 7: Prior to the effective date of discipline the bargaining unit member may request a name clearing hearing. If requested, such hearing shall be held within five (5) working days of the request. A response shall follow within five (5) days of the hearing.

ARTICLE 21

GRIEVANCE PROCEDURE

The purpose of this procedure is to settle, at the lowest supervisory level, disputes or disagreements between the City and the employees. An employee'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 or the application of specific provisions 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. The Association shall be provided with notice to all grievance meetings.

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 working days, excluding any day observed as a holiday, weekend (Saturday/Sunday), or vacation by the City or the employee.

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 "E") 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) working days of the Association's representative becoming knowledgeable of the occurrence of the event(s) which gave rise to the grievance. Any such grievance shall be limited to the express term of this Agreement. For purposes of this section the Association's representative is the executive director of the Association or any of the representatives designated by the Association pursuant to Article 5, Section 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 (10) days from the date the Chief of Police or his designee has rendered his written decision. The

designee selected by the City Manager shall not be a police department employee. The City Manager or his designee shall, within ten (10) days after receipt of the grievance, meet with the bargaining unit member(s) and his representative. The City Manager or his designee shall within fifteen (15) days of that meeting render his decision in writing. A copy of the decision will be sent to IUPA. The above-mentioned time frames may be extended by mutual agreement, in writing.

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.

ARTICLE 22

ARBITRATION

Section 1: Definitions and Clarifying Statements:

In the event a 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. 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 within fifteen (15) days of the Step III grievance determination by the City Manager or his designee.

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.

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: The arbitrator's award may (or may not) be retroactive as the equities of the matter may require, but an award shall not be retroactive to a period earlier than 180 days before the date the underlying grievance was filed or the date upon which the collective bargaining agreement was made effective, whichever is earlier. This limitation as to the retroactive period shall not apply to disputes based solely upon the inadvertent underpayment or overpayment of wages and/or benefits.

ARTICLE 23

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 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 that shall remain in full force and effect for the duration of this Agreement.

ARTICLE 24

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 25

DURATION

Section 1: All Articles contained in this Agreement shall continue in full force and unchanged, for a time period of three (3) years, October 1, 2012 through September 30, 2015.

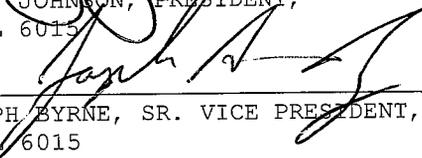
Section 2: Prior to March 1, 2015, but no earlier than January 1, 2015, either party may notify the other of its intent to negotiate a successor Agreement. Should either party give notice via Certified Mail of its desire to negotiate a successor Agreement, the parties shall commence bargaining on or before April 1, 2015.

Section 3: In the event that neither party submits a written request to negotiate a successor agreement by March 1, 2015, this agreement shall remain in effect for an additional one (1) year.

PORT ST. LUCIE POLICE OFFICERS ASSOCIATION, LOCAL 6015, INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO:


SCOTT JOHNSON, PRESIDENT,
LOCAL 6015

1-22-14
DATE


JOSEPH BYRNE, SR. VICE PRESIDENT,
LOCAL 6015

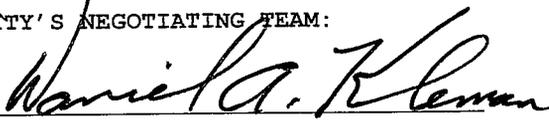
1-22-14
DATE

FOR THE CITY OF PORT ST. LUCIE:


JEFFREY A. BREMER,
CITY MANAGER

1-24-14
DATE

CITY'S NEGOTIATING TEAM:


DANIEL KLEMAN,
SPECIAL ASST. TO THE CITY MANAGER

1/27/14
DATE

M.R.C.

MILTON R. COLLINS,
ASSISTANT CITY ATTORNEY

1-23-14

DATE

Susan M. Williams

SUSAN M. WILLIAMS, PHR
DIRECTOR of HUMAN RESOURCES

1-23-14

DATE

William B. Vega

WILLIAM B. VEGA
ASST. CHIEF of POLICE

1/23/14

DATE

APPENDICES

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&
MEMBERSHIP CARD
INTERNATIONAL UNION OF POLICE ASSOCIATIONS, AFL-CIO
Port St. Lucie Police Officers Association, I.U.P.A. Local 6015

City of Port St. Lucie
(Employer and/or its successors)

I authorize you to deduct from my biweekly pay \$ 20.00 per pay period, or such other amounts as are determined by the International Union of Police Associations (I.U.P.A.), AFL-CIO, while I am an employee of the City of Port St. Lucie or its successor. The aforesaid initiation fees or membership dues shall be remitted promptly by you to the I.U.P.A. This authorization also establishes my intention to be a member of the above association.

I understand that this authorization may only be revoked, upon 30 days written notice, signed by me and provided to the I.U.P.A.

	Social Security Number
	Date
Type or Print Name	

APPENDIX A

I.U.P.A Local 6015

Time Bank Donation Form

I would like to donate one hour of my vacation time to be placed into the union time bank.

Print Name & Lima

Signature

APPENDIX C

PERFORMANCE APPRAISAL



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

APPENDIX C

PERFORMANCE APPRAISAL

NAME: _____ ID# _____

DIVISION: _____

TYPE OF EVALUATION:

Annual

Probationary

Transfer

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

APPENDIX C

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, 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. <div style="text-align: right; margin-top: 10px;"><input type="checkbox"/></div>	Uniform presents a neat appearance, wears clean uniform. Leather in good order and accessories fit properly. <div style="text-align: right; margin-top: 10px;"><input type="checkbox"/></div>	At times appearance is unacceptable. Leather is not always in good condition. Occasionally must be reminded of uniform and hair standards. <div style="text-align: right; margin-top: 10px;"><input type="checkbox"/></div>
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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. <div style="text-align: right; margin-top: 10px;"><input type="checkbox"/></div>	Accepts criticism in a positive manner and applies it to improve performance and further learning. <div style="text-align: right; margin-top: 10px;"><input type="checkbox"/></div>	Rationalizes mistakes, denies errors were made. Is argumentative and refuses to or does not make corrections. Considers criticism as a personal attack. <div style="text-align: right; margin-top: 10px;"><input type="checkbox"/></div>
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3. ATTITUDE TOWARD POLICE WORK: Career views, acceptance of responsibility, personal motivation.

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. <div style="text-align: right; margin-top: 10px;"><input type="checkbox"/></div>	Demonstrates an active interest in the job and in police responsibilities. Attends career incentive or policy related courses. <div style="text-align: right; margin-top: 10px;"><input type="checkbox"/></div>	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. <div style="text-align: right; margin-top: 10px;"><input type="checkbox"/></div>
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APPENDIX C

EXCEEDED STANDARDS	MET STANDARDS	FAILED TO MEET STANDARDS
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4. KNOWLEDGE OF DEPARTMENT RULES AND REGULATIONS: Application to rules, regulations, policies & procedures.

<p>Has excellent knowledge of department policies, procedures and regulations. Rarely requires guidance on department policies, procedures and regulations.</p> <input data-bbox="456 632 505 688" type="checkbox"/>	<p>Familiar with all commonly used department policies, regulations, procedures and complies with them.</p> <input data-bbox="846 617 894 674" type="checkbox"/>	<p>Fails to display knowledge of department policies, regulations and procedures and violates same.</p> <input data-bbox="1247 611 1295 667" type="checkbox"/>
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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 apply them in normal and most usual criminal activity. Follows required procedures in most cases applying laws relative to search, seizure and effecting arrest</p> <input data-bbox="461 1241 509 1297" type="checkbox"/>	<p>Possesses working knowledge of commonly encountered state statutes, traffic laws, local ordinance, criminal procedures and is able to apply them in most normal criminal activity. Follows required procedures in most cases, applying laws related to search, seizure and effecting arrests.</p> <input data-bbox="850 1226 899 1283" type="checkbox"/>	<p>Unfamiliar with local ordinances and is often unable to apply them. Unfamiliar with most commonly encountered state statutes and traffic laws. Frequently requires assistance in applying laws relative to search, seizure and effecting arrests.</p> <input data-bbox="1252 1220 1300 1276" type="checkbox"/>
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6. REPORT WRITING: Quality, quantity, and attention to details, neatness of work.

APPENDIX C

<p>Produces high quality and accurate work. Seldom makes grammar, spelling, sentence structure or typing errors. Completes all assigned work in reasonable time. Reports always complete and acceptable.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Reports are legible and grammar is at an acceptable level. Errors when made do not impair the understanding of the report. Spelling, grammar and sentence structure are at an acceptable level. Occasionally has rejected reports.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Reports lack sufficient details. Questions arise as a result of the narrative and sometimes events are out of sequence. More attention needed towards accuracy and neatness of work product. Sometimes has to be prompted to complete assigned work. Often rejected reports.</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. FIELD PERFORMANCE - NON-STRESS CONDITIONS: Decision making, action taken.

<p>Has a thorough understanding of a wide array of issues and knows the appropriate course of action to be taken. Maintains control and brings order under unusual circumstances without assistance. Radio transmissions are in a clear and concise manner.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Properly assesses routine situations, determines appropriate action and takes same. Maintains control and brings order under most normal circumstances without assistance or requires very little assistance. Utilizes proper audio procedures.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Poor judgment and decision making. Results on other matters to follow are correct and timely. Loses control or does not bring order under some circumstances without assistance. Fails to monitor and act effectively.</p> <p style="text-align: right;"><input type="checkbox"/></p>
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8. FIELD PERFORMANCE - STRESS CONDITIONS: Decision making, action taken.

<p>Displays a keen awareness to sensitive and highly emotional issues. Uses tact and diplomacy when applicable. Restores control or takes command in unusual circumstances. Seldom requires assistance.</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 the situation. Able to assess the situation and take appropriate action.</p> <p style="text-align: right;"><input type="checkbox"/></p>	<p>Becomes disorganized at stressful situations. Unable to function and loses control of situations. Takes improper or no action. May lose temper, overreact or display cowardice. Decisions must be closely scrutinized by supervisor.</p> <p style="text-align: right;"><input type="checkbox"/></p>
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APPENDIX C

9. PATROL PROCEDURES/PROBLEM SOLVING: Recognizes and identifies criminal activity, problem areas or neighborhood problems, and takes corrective action.

Cognizant of problem areas in assigned district. Prepares action plans and is exemplary in implementing problem solving techniques. Able to quickly locate street through use of resources. Effectively manages uncommitted time. <input style="float: right;" type="checkbox"/>	Identifies and attends to problem area in district. Utilizes knowledge as to specific neighborhood problems. Varies patrol strategy. Formulates plans of action to solve problems in district. <input style="float: right;" type="checkbox"/>	Fails to develop knowledge of district assigned. Fails to attend to problem locations, high crime areas. Adopts regular predictable patrol plan, patrols major streets only and is inattentive to criminal activity. Does not attempt to solve problems. <input style="float: right;" type="checkbox"/>
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<u>EXCEEDED STANDARDS</u>	<u>MET STANDARDS</u>	<u>STANDARDS</u>

10. SELF-INITIATES FIELD ACTIVITY: Proper utilization of uncommitted time.

Maintains high quality and quantity in all areas of self-initiated activity and is consistently above the shift average for productivity in a variety of categories. <input style="float: right;" type="checkbox"/>	Recognizes and identifies criminal and police related activity. Identifies or attempts to identify traffic violations and takes appropriate action. Develops cases from observed activity. <input style="float: right;" type="checkbox"/>	Fails to recognize potential problems or suspicious activity. Displays hesitancy and/or avoidance in enforcement areas. <input style="float: right;" type="checkbox"/>
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11. OFFICER SAFETY: Safety precautions for public, prisoners, co-workers and self.

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APPENDIX C

<p>Observes safety precautions and foresees potential danger. Stays in safe position. Officer is alert to changing situations and reacts properly. Observes safety precautions and foresees potential danger. Adjusts his/her safety awareness based on circumstances.</p>	<p>Follows accepted safety procedures with suspects, prisoners and citizens. Maintains a position of advantage.</p>	<p>Fails to follow accepted safety procedures. Officer safety consistently violated general safety principles. Often careless and inattentive to work environment.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

<p>Very good attendance. Always has legitimate reasons for being absent. Never tardy for assignments.</p>	<p>Occasionally absent with legitimate explanation. Does not use sick time above Department average. Rarely tardy for assignments.</p>	<p>Significant use of sick leave. Irregular attendance. Abuses break privileges. Some questionable absences.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

EXCEEDED STANDARDS
MET STANDARDS
FAILED TO MEET STANDARDS

13. TEAMWORK AND COOPERATION WITH OTHERS: Effectiveness in working with others.

<p>Enthusiastic and willing to work with and help others in implementing action plans and problem solving efforts. Actively works with others to address district concerns. Outstanding team worker. Gets along well with most people. Excels in gaining cooperation.</p>	<p>Works willingly with others in implementing their action plans and problem solving efforts. Good at achieving cooperation. Interact well with other officers in district.</p>	<p>Occasionally difficult to work with. Will help when asked, although sometimes grudgingly. Occasionally antagonistic with other department personnel.</p>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

APPENDIX C

14. CITIZEN CONTACTS: Working with and meeting the public.

<p>Spends most of available time working with citizens in zone, educating them on how to better work with neighborhood police officers. Learns of neighborhood crime and disorder problems and develops mutual action plans with citizens to resolve problems. <input type="checkbox"/></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. <input type="checkbox"/></p>	<p>Spends little time with citizens, seldom stops to point out potential problems or educate citizens. <input type="checkbox"/></p>
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15. RAPPORT WITH CITIZENS: Neighborhood policing skills.

<p>Always pleasant, helpful and diplomatic with the public. Uses proper titles and displays respect for citizens encountered. <input type="checkbox"/></p>	<p>Good relations with citizens. Always courteous and effective in addressing their problems. <input type="checkbox"/></p>	<p>Discourteous when working with the public. Does not handle citizens with proper courtesy or respect. <input type="checkbox"/></p>
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APPENDIX C

EXCEEDED STANDARDS	MET STANDARDS	FAILED TO MEET STANDARDS
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16. INTERVIEW AND INTERROGATION TECHNIQUES:

<p>Use proper procedures and techniques when interviewing/interrogating. Gets written statements when appropriate. Never makes improper promises outside scope of authority. Assists others with interviewing/interrogating and ready to teach other techniques. Usually obtains desired information.</p> <p align="right"><input type="checkbox"/></p>	<p>Able to use proper procedures and techniques when interviewing/interrogating. Usually gets a written statement. Doesn't make improper promises outside scope of authority.</p> <p align="right"><input type="checkbox"/></p>	<p>Sometimes uses improper procedures or techniques when interviewing/interrogating. Improperly obtains or neglects to get a written statement. Makes improper promises outside scope of authority.</p> <p align="right"><input type="checkbox"/></p>
<div style="border: 1px solid black; height: 70px;"></div>		

17. USE OF INVESTIGATIVE RESOURCES:

<p>Actively cultivates and seeks new investigative resources. Always ready to share information with others.</p> <p align="right"><input type="checkbox"/></p>	<p>Can locate and use most investigative resources available.</p> <p align="right"><input type="checkbox"/></p>	<p>Cannot locate or does not use investigative resources available.</p> <p align="right"><input type="checkbox"/></p>
<div style="border: 1px solid black; height: 100px;"></div>		

18. INVESTIGATIVE FOLLOW-UP ABILITY:

<p>Conducts proper and effective investigations. Brings most cases to a successful conclusion. Follows up all available leads. Uses legal and proper investigative techniques.</p> <p align="right"><input type="checkbox"/></p>	<p>Generally conducts proper and effective investigations. Brings some cases assigned to a successful conclusion. Follows up on available leads without prompting. Uses legal and proper investigative techniques.</p> <p align="right"><input type="checkbox"/></p>	<p>Fails to bring assigned cases to a successful conclusion. Fails to follow up on available leads. Uses improper investigative techniques.</p> <p align="right"><input type="checkbox"/></p>
<div style="border: 1px solid black; height: 70px;"></div>		

APPENDIX C

EXCEEDED STANDARDS	MET STANDARDS	FAILED TO MEET STANDARDS
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19. PLANNING, ORGANIZING AND IMPLEMENTING: Ability to plan, schedule, set realistic goals, set procedures.

Very good in assigning priorities, planning and organizing. Able to follow through in anticipating future needs. <input type="checkbox"/>	Adequately plans work and implements plans. Usually does a good job in assigning priorities. <input type="checkbox"/>	Does very little planning. Has difficulty in setting priorities. Often disorganized and neglects to do follow up work. <input type="checkbox"/>
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20. DECISION MAKING: Ability to come to a conclusion based on information and judgment.

Very good decision making skills. Decisions are well thought out and implemented based on sound problem analysis. <input type="checkbox"/>	Generally arrives at sound decisions. Analysis of problem and alternatives is adequate. <input type="checkbox"/>	Makes bad decisions or uses poor judgment. Sometimes neglects to make decisions when they need to be made. <input type="checkbox"/>
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21. COMMUNICATIONS: Collection, organization and presentation of information in written & oral form.

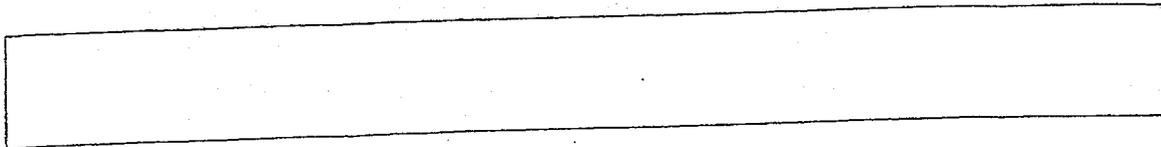
Communication is consistently accurate and well organized, seldom needing correction. Excellent in oral and written communications. Very good listener. <input type="checkbox"/>	Consistently displays a satisfactory ability to communicate information. Seldom misunderstands instructions. <input type="checkbox"/>	Oral and written communications are not presented in a logical order and are often misunderstood. <input type="checkbox"/>
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22. MOTIVATION SKILLS: Effectiveness in guiding peers to accomplish a task.

Motivates peers to follow team philosophy to accomplish established goals. Excels at coordinating required tasks. <input type="checkbox"/>	Works with peers to follow team philosophy to accomplish established goals. Adequately coordinates required tasks. <input type="checkbox"/>	Little ability to motivate. Often destroys peer's interest in accomplishing tasks. <input type="checkbox"/>
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APPENDIX C



APPENDIX C

ADDITIONAL RATER COMMENTS:

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: 0

APPENDIX C

EMPLOYEE COMMENTS:

A. Are there difficulties in your job which 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:

Per union contract, Full merit and COLA increase

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: _____

Division/District Commander:

Rater Signature: _____

Bureau Commander:

Reviewer Signature: _____

Chief of Police _____

APPENDIX D

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CITY OF PORT ST. LUCIE
 PROPOSED BUDGET - MEDICAL INSURANCE FUND #605 - REBATE CALCULATION
 FY 2013-14

BC/BBS ratios of total cost (Recommended)	Savings allocated by tier of coverage	Current # of Employee Contracts	Avg. Total Savings per Participant per Tier	Employee ratio	Employee Savings Annual	EMPLOYEE REBATE	Employer ratio	Employer Savings Annual	EMPLOYER REBATE
10.9%	\$ 64,927	227	\$ 286	8%	\$ 23		92%	\$ 263	
20.9%	\$ 124,492	150	\$ 830	14.0%	\$ 116		86.0%	\$ 714	
10.0%	\$ 59,566	106	\$ 562	14.0%	\$ 79		86.0%	\$ 483	
58.2%	\$ 346,672	353	\$ 982	14.0%	\$ 137		86.0%	\$ 845	
Total	\$ 595,657	836							

FY 2013-14 total budgeted costs = \$14,891,425. (See calculation below.)

As an example, if a 4% level of savings was achieved, the savings is \$595,657. (To be inserted in cell C13.)

Savings is calculated by comparing Total Budgeted Expenditures with actual expenses for the end of the year financial statements.

DETERMINATION OF TOTAL BUDGETED EXPENDITURES:
 (Using page 141 of the FY 2013-14 Proposed Budget)

Total Costs - FY 2013-14	\$ 17,636,690
Less:	
IBNR Reserve	500,000
Add'l Contingency - Future Years	273,549
Financial Contingency (60 day)	1,970,716
Original Budgeted Expenses	\$ 14,891,425

APPENDIX E

<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 dismissal.)</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>
--	--	---

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 _____