

# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN THE**

**CITY OF FORT PIERCE**

**AND THE**

**COASTAL FLORIDA POLICE BENEVOLENT  
ASSOCIATION**

**(Sergeants' and Lieutenants' Unit)**

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

Contract Ratified: 02/15/2023  
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# **ARTICLE 1**

## **PREAMBLE**

### **SECTION 1.1**

In accordance with the State of Florida Public Employees Collective Bargaining Statute and the City of Fort Pierce, this Agreement is entered into by and between the CITY OF FORT PIERCE, a municipal corporation in the State of Florida, hereinafter referred to as the "**EMPLOYER**" or the "**CITY**", and, COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATIONS hereinafter referred to as the **ASSOCIATION** and/or the "**EMPLOYEE(S)**." This labor Agreement is applicable to all Police Department employees who are members in the job classification in the unit designated by the Florida Public Employee Relations Commission in Certification # 1349.

### **SECTION 1.2**

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

### **SECTION 1.3**

The use of masculine pronouns in this Agreement is only for the convenience of expression, and such pronouns refer to all employees covered by this Agreement, regardless of gender.

### **SECTION 1.4**

There shall be no separate agreements made between bargaining unit members and the City that are contrary to the terms herein provided.

## **ARTICLE 2 RECOGNITION**

### **SECTION 2.1**

The CITY OF FORT PIERCE hereby recognizes COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION as the sole and exclusive bargaining agent for the job classification in the unit designated by the Florida Public Employees Relations Commission in Certification #1349, as amended, excluding all other employees.

### **SECTION 2.2**

For the purpose of this Agreement, the terms Bargaining Unit employees, Sergeant, Lieutenant, member and employee shall be synonymous.

## **ARTICLE 3**

### **SUBCONTRACTING**

#### **SECTION 3.1**

Subcontracting shall mean for the purpose of this contract, work which will be contracted out by the CITY to another agency, person, company, group, etc., which results in the direct displacement (lay-off) of bargaining unit employees.

#### **SECTION 3.2**

The EMPLOYER reserves the right to subcontract work while recognizing the ASSOCIATION'S obligation to represent regular unit employees' jobs who are presently employed. Should subcontracting occur, which displaces regular unit employees currently on the payroll, the EMPLOYER agrees to notify the ASSOCIATION when the request to subcontract is put on the City Commission Agenda, without waiver of either parties' rights under the law.

## **ARTICLE 4 EMPLOYEE RIGHTS**

### **SECTION 4.1**

The CITY agrees not to interfere with the right of any eligible employee to become a member of the ASSOCIATION, to withdraw from membership from the ASSOCIATION, or to refrain from becoming a member of the ASSOCIATION or exercising his rights as an ASSOCIATION member.

### **SECTION 4.2**

Nothing contained in this Agreement shall foreclose any employee covered by this Agreement from pursuing any right or remedy without representation of the ASSOCIATION. Further, nothing contained in this Agreement shall foreclose any employee from discussing a non-contract problem directly with his supervisor or other departmental official without the intervention of the ASSOCIATION, provided that the immediate supervisor or other departmental official agrees to discuss and/or attempt to resolve the matter outside the formal grievance procedure.

## **ARTICLE 5 MANAGEMENT RIGHTS**

### **SECTION 5.1**

Except as expressly provided for in this Agreement, the CITY retains the sole right to determine and from time to time to re-determine how to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the size and composition of work force; to contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations or job, shall be performed by employees covered by this Agreement; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the CITY's good business judgment makes such curtailment or discontinuance advisable to hire, layoff, assign, transfer, classify and reclassify, promote and determine the qualification of employees.

### **SECTION 5.2**

The CITY retains the sole right to discipline, suspend, and discharge employees for just cause, including violations of any of the terms of this Agreement. During an emergency, the rights of employees under Article 12 shall be suspended. Upon termination of the emergency status, employees shall have the right to grieve discipline, suspension and discharge at Step 1 through Step 6.

### **SECTION 5.3**

The exercise of the above rights in Section 5.1 and 5.2 does not preclude employees or their representative from conferring or raising questions or demanding to negotiate a change in terms and conditions of employment about the practical consequences that decisions on these matters may have on terms and conditions of employment.

### **SECTION 5.4**

The above rights of the CITY in Sections 5.1 and 5.2 are not all-inclusive but indicate the type of matters or rights which belong to and are inherent to the CITY in its capacity as management of the City of Fort Pierce.

### **SECTION 5.5**

If the City determines that a civil emergency condition exists, including, but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency. All pay provisions, and Section 5.2 and Article 11 will continue in case of emergency.

## **ARTICLE 6**

### **NO STRIKES AND LOCKOUTS**

#### **SECTION 6.1**

There will be no strikes, work stoppages, picketing in furtherance of a work stoppage, slow-downs, boycotts or concerted failure or refusal to perform assigned work by the employees or the ASSOCIATION and there shall be no lockouts by the CITY for the duration of this Agreement. The ASSOCIATION supports the CITY fully in maintaining normal operations. It is recognized by the parties that the CITY is responsible for and engaged in activities, which are the basis of the health and welfare of the citizens, that any violation of this section could give rise to irreparable damage to the CITY and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this section, the CITY shall be entitled to seek and obtain immediate injunctive relief. Provided, however, it is agreed that the ASSOCIATION shall not be responsible for any act alleged to constitute a breach of this section if neither the ASSOCIATION nor any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the ASSOCIATION and its officers have used every possible means to prevent or terminate such action.

#### **SECTION 6.2**

Employees directed to take police action during a strike and/or labor dispute shall remain neutral, despite the disagreement of the parties involved. The employee will be governed by the policy/procedures of the Fort Pierce Police Department, the laws of the State of Florida, Federal Law, and the United States Constitution.

#### **SECTION 6.3**

Any employee who participates in a strike shall not be entitled to any daily pay, wages or any other benefits for the day(s) during their participation in the strike. Any employee who is investigated and found to have unlawfully participated in a strike shall be subject to discipline, up to and including, termination.

## **ARTICLE 7**

### **BULLETIN BOARDS AND MAILBOXES**

#### **SECTION 7.1**

The CITY agrees to furnish bulletin board space solely for the use of the ASSOCIATION at the station and substations. All ASSOCIATION notices will be approved and signed by an ASSOCIATION representative prior to posting. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee a minimum seven (7) days in advance of posting the notice. Exception to the seven (7) day notice may be made under exigent circumstances with proper notification to the Chief.

#### **SECTION 7.2**

The ASSOCIATION will not place any material on the bulletin boards, provided in Section 7.1, which is derogatory to the CITY or its management.

#### **SECTION 7.3**

The CITY agrees to let the ASSOCIATION use the departmental mailboxes and department E-mail for delivery of meeting notices or other ASSOCIATION correspondence, provided that the person placing ASSOCIATION materials into the officers' mailboxes and department E-mail is an ASSOCIATION representative and that the person is off duty. The ASSOCIATION will submit ASSOCIATION notices to the Chief of Police or designee, for approval at a minimum seven (7) days in advanced of placing any ASSOCIATION correspondence or material in departmental mailboxes or on department email. Exception to the seven (7) day notice may be made under exigent circumstances with proper notification to the Chief.

#### **SECTION 7.4**

The Chief of Police, or designee may make periodic inspections of the bulletin boards and request material be removed. Removal of material shall not be unreasonably denied by the ASSOCIATION.

## **ARTICLE 8**

### **NO DISCRIMINATION**

#### **SECTION 8.1**

The EMPLOYER and the ASSOCIATION agree that there will be no discrimination against any employee covered by this Agreement because of race, color, creed, religion, national origin, sex, age, marital status, physical disability, veteran status, pregnancy, or gender. The EMPLOYER and the ASSOCIATION agree not to discriminate against any employee for his/her membership or non-membership in the ASSOCIATION.

## **ARTICLE 9**

### **WORKING OUT OF CLASSIFICATION**

#### **SECTION 9.1**

A Sergeant may be required to work in a higher classification as a Lieutenant on a temporary or emergency basis. If the employee works for thirty-three (33) hours or less, he or she will receive no incentive pay. If the employee is required to perform the duties for a period of thirty-four (34) to eighty (80) hours, the employee shall receive a stipend of four hundred twenty dollars (\$420.00) per calendar month. If the employee is required to perform the duties for a period exceeding eighty (80) hours, the employee shall receive a stipend of five hundred dollars (\$500.00) per calendar month. If the acting position exceeds six (6) months, the stipend will increase by one hundred dollars (\$100.00) for a total of six hundred dollars (\$600.00) per calendar month.

#### **SECTION 9.2**

An employee who temporarily performs work in a lower classification different from his or her normally assigned tasks shall not receive a reduction in pay for this period. Employees who are assigned this temporary duty shall not have the right to refuse to perform the work assigned.

## **ARTICLE 10 WORK RULES**

### **SECTION 10.1**

If there is any written department policy, procedure or directive in conflict with any section of this contract, this contract shall prevail.

### **SECTION 10.2**

Employees shall be given a minimum of seven (7) calendar days' notice prior to the alteration of their normal work schedule unless in a specialized unit whose functions require flexible working hours. The seven (7) day notice may be waived if the employee agrees or under exigent circumstances.

### **SECTION 10.3**

If exigent circumstances exist, changes to an employee's normal work schedule can be made on a temporary basis. Temporary assignments shall be limited to twenty-one (21) working days or less; however, may be extended if exigent circumstances continue to exist.

## **ARTICLE 11**

### **HOURS OF WORK, OVERTIME AND COMPENSATORY TIME**

#### **SECTION 11.1**

An employee covered by this Agreement shall be paid at one and one-half (1 1/2) times his regular hourly base rate for all hours worked over eighty (80) hours in a fourteen (14) day pay period, with the exception of items covered in Article 11, Section 11.8.

#### **SECTION 11.2**

The CITY shall not change an employee's hours of work solely for the purpose of avoiding overtime pay to the employee. The CITY shall not payout in compensatory time in lieu of paying overtime except in accordance with Section 11.8. The CITY retains the sole right to determine and re-determine from time-to-time the starting and quitting time and the number of hours worked.

#### **SECTION 11.3**

For the purposes of computing overtime, Holiday, Administrative, Vacation and Compensatory Leave will be computed as time worked within each work cycle. Sick leave will not be computed as time worked; however, overtime hours worked in one week shall not be reduced for sick leave taken in the other week of a fourteen (14) day pay period.

#### **SECTION 11.4 – RECALL**

Any employee who is recalled to duty after having left for the day, or a regularly scheduled day off, vacation day, compensation day, or more than two (2) hours prior to the start of his regularly scheduled tour of duty, shall be guaranteed a minimum of two and one half (2 ½) hours work paid at the overtime rate.

#### **SECTION 11.5 –COURT TIME**

If an employee attends court during off-duty time, compensation will be at the overtime rate for all hours over eighty (80) hours in a pay period, at a minimum of two and one-half (2 ½) hours.

Multiple court appearances in the same calendar day shall be credited separately or as one continuous appearance, whichever is least expensive to the Department. If treated as one continuous appearance, time spent from the beginning of the first appearance to the conclusion of the last appearance will be credited at a minimum of two and one half (2 ½) hours.

All private checks issued to officers will be turned into Fiscal Management.

## **SECTION 11 (Continued)**

### **SECTION 11.6 - ON CALL/STAND-BY COMPENSATION**

An employee assigned to the “On Call” position will be compensated an incentive of one (1) additional hour per weekday (Monday through Friday) and two (2) hours per weekend day (Saturday through Sunday) at a rate of one and one-half (1 ½) times their regular hourly base rate of pay. It shall be the employee’s discretion to take overtime, compensatory time, or any combination of the two.

No additional compensation shall be made for incidental work performed (Such as receiving phone calls, deploying resources, etc.) during “On Call” status, unless the employee is required to actually respond to an incident. In this case, the employee will be paid for a call out in accordance with the collective bargaining agreement.

### **SECTION 11.7 - CLOTHING ALLOWANCE**

Employees required to wear plain clothes for their assignment shall receive an allowance of one hundred-twenty dollars (\$120.00) per month while assigned.

### **SECTION 11.8 - COMPENSATORY TIME**

Law Enforcement Officers may accumulate compensatory time in the following manner:

- A. Training purposes.
- B. Vice operations and other special assignments, where the officers have agreed prior to the assignment to accept compensatory time.
- C. Officers may request compensatory time in lieu of overtime.

A request to use compensatory time shall be approved within a “reasonable period” after submission of the request, if such use does not, as determined by the Chief or designee, “unduly disrupt” the operations of the agency. Compensatory time accumulation will be at a rate of time and one-half (1 ½) for all hours worked over eighty (80) hours in a work cycle. Accumulation will not exceed one hundred twenty (120) hours at any one time. Upon termination, the Officer will receive straight time pay for all compensatory time hours accumulated. Any compensatory time over one hundred twenty (120) hours will be converted to pay at 1 1/2 times.

### **SECTION 11.9 – K-9 OFFICER COMPENSATION**

Employees assigned to K-9 duty should be compensated for work performed in caring for an assigned K-9 partner residing at their home (e.g. care grooming, feeding, exercise, cleaning of car, etc.) during off-duty time. The ASSOCIATION and the CITY agree that a precise record of canine

**SECTION 11 (Continued)**

care time is not possible, due to the admittedly imprecise nature of some of the canine care activity. Therefore, the ASSOCIATION and the CITY agree that employees assigned to K-9 duty shall receive a stipend of four hundred fifty dollars (\$450) (for the care and maintenance of the K-9) per month while assigned to the K-9 Unit.

## **ARTICLE 12**

### **DISPOSITION OF GRIEVANCES**

#### **SECTION 12.1**

Any grievance arising between the EMPLOYER and the ASSOCIATION or any employee, involving the interpretation, or application of this Agreement, shall be settled in the following manner:

- A. Step 1 – Within ten (10) days after the occurrence of the event giving rise to the grievance, or when the employee or ASSOCIATION becomes aware of the alleged misapplication or misinterpretation of the agreement, the employee with or without the assistance of the ASSOCIATION Representative, shall reduce the grievance to writing, on a form agreed upon by the Employer and ASSOCIATION, and submit the grievance to the employee's immediate supervisor and appropriate rank as listed below. The grievance shall be signed by the aggrieved employee and, if applicable, the ASSOCIATION Representative and it shall state the following:

1. Article violated and date of occurrence;
2. A concise statement of the facts to support the grievance; and,
3. Remedy or correction requested.

Prior to responding to the grievance, the immediate supervisor shall meet with the aggrieved employee. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the aggrieved employee within ten (10) days from the date the grievance was presented to him/her. Although responses at Steps 1-3 shall not set a precedent, it is the intent of the grievance procedure to require supervisors to reach decisions and communicate them through the Step process and grievance response.

- B. Step 2 – If the grievance is not resolved in Step 1; then within five (5) days following the receipt of the supervisor's decision or failure to respond as provided in Step 1, the employee shall submit the written grievance to the Shift/Division Commander. The Shift/Division Commander shall discuss the grievance with the aggrieved employee or ASSOCIATION Representative, and shall respond in writing with a decision with ten (10) days of receipt of the grievance.
- C. Step 3 – If the grievance is not resolved in Step 2; then within five (5) days following the receipt of the Shift/Division Commander's decision or failure to respond as provided in Step 2, the employee shall submit the written grievance to the Deputy Chief of Police or Major of the aggrieved employee. The Deputy Chief of Police or Major shall respond in writing with a decision within twenty (20) days of receipt of the grievance.
- D. Step 4 – If the grievance is not resolved in Step 3; then within ten (10) days following the receipt of the Deputy Chief or Major's decision or failure to respond as provided in Step 3,

## SECTION 12 (Continued)

the employee shall submit the written grievance to the Chief of Police or approved designee. The Chief of Police or approved designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.

- E. Step 5 – If the grievance is not resolved in Step 4; then within ten (10) days following the receipt of the Chief of Police or approved designee’s decision or failure to respond as provided in Step 4, the employee shall submit the written grievance to the City Manager or designee. The City Manager or designee shall respond in writing with a decision within twenty (20) days of receipt of the grievance.
- F. Step 6 – If the grievance is not resolved in Step 5; then within ten (10) days of the City Manager’s decision or failure to respond as provided in Step 5, either the CITY or the ASSOCIATION may request the grievance be submitted to arbitration.
- G. Within thirty (30) days from the written request of either party for arbitration, the parties shall try to collectively select an impartial arbitrator. If the parties are unable or fail to agree upon an arbitrator during this time period, either party may, with written notice to the other request the Federal Mediation and Conciliation or similar Service to submit a list of seven (7) arbitrators, the grieving party and the CITY will then alternate the striking of three (3) names each and the remaining name will be the selected arbitrator. The arbitrator's decision in this manner, if made in accordance with this contract and the applicable State and Federal Laws and Judicial Interpretations, shall be final and binding on the parties.
- H. The fees and expenses of the impartial arbitrator shall be paid by the losing party. All other expenses in connection with the presentation of the matter to the arbitrator shall be borne by the party incurring them. The arbitrator shall have no power to add to, subtract from, disregard, or modify the terms of this Agreement, nor shall his decision have the effect of altering the Agreement. The arbitrator's ruling shall be confined to the specific Article violated as stated in the grievance.
- I. Time limits set in this Article shall not include Saturdays, Sundays or paid holidays.
- J. Nothing herein shall preclude the earliest settlement of any grievance directly by Agreement between representatives of the EMPLOYER and the ASSOCIATION.
- K. Employees covered by this Agreement having a City Civil Service Appeal procedure and the contractual grievance procedure available to them for disciplinary action may elect to use either of these processes to the abandonment of the other.
- L. A grievance not advanced to the higher step within the time limits provided shall be deemed permanently withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to render a decision within the time limits set forth in any step shall entitle the employee to proceed to the next step.

**SECTION 12 (Continued)**

M. The parties agree that in the event of any arbitration hearing, impasse hearing, or other PERC hearing involving the parties, the parties may submit written closing arguments.

## **ARTICLE 13**

### **SAFETY AND HEALTH**

#### **SECTION 13.1**

The CITY agrees that it will conform to and comply with all laws as to safety, health, sanitation and working conditions. The CITY and the ASSOCIATION will cooperate in the continuing objective of eliminating safety and health hazards where they are shown to exist.

#### **SECTION 13.2**

Protective devices and like equipment necessary to protect employees from injury shall be provided by the CITY, at no cost to the employee, in accordance with established safety practices. Such practices may be improved from time-to-time by the CITY upon agreement of the CITY and the ASSOCIATION.

#### **SECTION 13.3**

Protective body armor (at the current Protective Level 2) shall be provided such that it is rated by the National Institute of Justice Ballistic Resistance of Police Body Armor. At the employee's option, the employee may upgrade the protective level to 3A. The employee will pay the approved vendor directly for the cost of the optional upgrade.

#### **SECTION 13.4**

Once a member provides notification to the City from a qualified physician of the member's pregnancy, and the need for restricted duty, upon request, the City shall make every effort to place the member on an administrative assignment.

#### **SECTION 13.5**

The City agrees that any bargaining unit employee injured on the job shall be paid his full day's wages for the day of the accident and not charged any leave time if his treating physician advises that he could not or should not return to work that day.

## **ARTICLE 14**

### **SENIORITY**

#### **SECTION 14.1 - CITYWIDE SENIORITY**

Citywide seniority is defined as the length of employment with the CITY. Such seniority shall be acquired by full-time employees after completion of a probationary period at which time seniority shall be retroactive to the first day of employment.

#### **SECTION 14.2 - DEPARTMENTAL SENIORITY**

Department seniority is defined as the length of continuous employment within the Police Department as a sworn Law Enforcement Officer. Departmental seniority shall accrue as of the first day of employment or transfer into the department as a sworn Law Enforcement Officer.

#### **SECTION 14.3 - CLASSIFICATION SENIORITY**

Classification seniority is defined as the length of employment within a particular classification. Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave.

#### **SECTION 14.4**

Seniority will be lost when an employee:

- A. Terminates voluntarily;
- B. Is discharged for cause;
- C. Exceeds an authorized leave of absence, unless leave is extended by the City Manager;
- D. Fails to return from recall within three (3) days after given notice by the City, by certified mail, to return to work.

#### **SECTION 14.5**

When conflicts arise in scheduling of vacation or compensatory time off, the employee with the greatest rank seniority and if the rank seniority is the same, departmental seniority shall be given first consideration provided the request was submitted in writing on the same day.

## **ARTICLE 15**

### **REDUCTION IN FORCE**

#### **SECTION 15.1**

Should a reduction in the EMPLOYER's work force become necessary, terminations by force reduction, hereinafter referred to as lay-off, shall be accomplished in the following manner:

- A. Lay-off shall be by classification within the Department.

Upon establishing the number of employees to be laid off within a classification in the Department, the EMPLOYER shall lay-off in accordance with qualifications which reflect quality and quantity of work, work habits, classification, and Departmental seniority.

- B. No regular employee shall be laid off while there are emergency, temporary, part-time or probationary employees serving in the same classification within the Department.
- C. The laid off employee shall have the right to bump into a lower classification within the Department. This will also be based upon his or her qualifications and ability to do the work.
- D. The laid off employee shall have the right to utilize his City seniority as defined in this Agreement, to bump into an existing position, previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualification and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within the Department.
- E. The CITY will make available to the ASSOCIATION annually a Seniority List of Bargaining Unit Members.

The CITY will maintain a list of bargaining unit employees who were laid off by the CITY for twelve (12) months from their layoff date. The CITY will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. Should the employee reject or accept a position other than a sworn officer's position, this action shall not disqualify the employee from the layoff list. The CITY shall notify the qualified laid off employee(s) of such open position(s) by regular mail, USPS postage prepaid, at their last known address on file with the CITY. The laid off employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the CITY in writing they are interested in and will accept the position.

## **ARTICLE 16**

### **PROMOTIONS AND PROMOTIONAL EXAMINATION PROCEDURES**

#### **SECTION 16.1**

- A. Vacancies in higher positions in the Bargaining Unit shall be filled by promotion from lower classes whenever it is in the best interest of the CITY to do so.
- B. When it is determined that there will be a promotional examination procedure, the CITY shall designate the lower class from which the promotion is to be made.
- C. The Chief of Police or designee shall determine the competitive promotional examination and/or assessment process.
- D. The CITY shall conduct a competitive examinations procedure and establish eligibility list in the manner provided below. Eligibility shall be established as follows:

Lieutenant's eligibility requirements:

- Have a minimum of one (1) year of experience with the Fort Pierce Police Department in the capacity of a sergeant; and
  - Have received a rating of satisfactory or higher on the last three (3) performance evaluation; and
  - Achieve a qualifying score on the most recent promotional examination or assessment.
- E. In the event that promotional scores are the same, everyone at that level will be included on the eligibility list.
- F. All promotional examination procedures shall be publicized in advance of the examination by posting announcements on the prescribed bulletin boards at least thirty (30) days prior to the commencement of the examination.
- G. The Chief of Police shall select an employee for promotion to the next rank from the eligibility list created after the promotional examination and/or assessment process have been completed. The following shall determine the eligibility list:
  - Lieutenants – The eligibility list shall be comprised of all Sergeants with a passing score of seventy (70) on the Lieutenants promotional examination and/or assessment process. The eligibility list shall be valid for one (1) year, with an option to extend the eligibility list for six (6) months. The eligibility list can only be extended up to two (2) times.

## **ARTICLE 17**

### **INSURANCE**

#### **SECTION 17.1**

- A. At the beginning of each fiscal year, October 1, bargaining unit members electing the City's Basic Health Plan BCBS Medical Plan 3559 or the "Buy-Up" Plan BCBS Medical Plan 0727 shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.
- B. The CITY will furnish life insurance coverage in the amount of \$20,000 for all full-time sworn employees.
- C. Any anticipated changes during the life of this Contract are subject to negotiations prior to implementation.
- D. The CITY may establish an insurance committee to evaluate and select an insurance plan for FY 2022. If a committee is established, the CITY shall provide the PBA with the opportunity to appoint a member to serve on this committee.

## **ARTICLE 18**

### **CHECKOFF**

#### **SECTION 18.1**

The CITY agrees to deduct every two weeks from the earnings of the employees who have so authorized in writing, membership dues, initiation fees, benefit charges and remit same to the ASSOCIATION in an amount certified by the ASSOCIATION for twenty-six (26) bi-weekly deductions. Such authorization to be valid shall conform to applicable State and Federal Laws.

#### **SECTION 18.2**

An employee may revoke his authorization for deduction of dues, provided the employee gives thirty (30) days written notice to the ASSOCIATION and the CITY by registered mail. Dues revocation shall be processed through the ASSOCIATION.

#### **SECTION 18.3**

No deductions shall be made from the pay of an employee during any payroll period in which the employee's net earnings are less than the amount of the dues to be checked off. Net earnings shall mean the amount due an employee after all required deductions, i.e.: Federal Taxes, F.I.C.A., Social Security, Pension, Credit Union; Health and Life Insurance Premiums.

#### **SECTION 18.4**

The ASSOCIATION shall indemnify the CITY and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the CITY to comply with the provisions of this Article.

## **ARTICLE 19**

### **UNION REPRESENTATION**

#### **SECTION 19.1**

A written list of the ASSOCIATION Representatives shall be furnished to the CITY prior to the effective date of their assuming duties of office. The ASSOCIATION shall notify the CITY promptly of any changes of such ASSOCIATION representatives.

#### **SECTION 19.2**

The following sections outline the duties and responsibilities of representatives in performance of their functions as recognized ASSOCIATION representatives. In those cases, which cannot be resolved otherwise, ASSOCIATION representatives shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which is within their jurisdiction, upon notifying and securing the approval of their immediate supervisor. The pay will be taken from the Association Time Pool. Productivity loss must be minimized. ASSOCIATION representatives shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his work assignment, each ASSOCIATION representative shall report to his immediate supervisor unless prior consent not to do so has been secured.

#### **SECTION 19.3**

It is agreed that all ASSOCIATION representatives have productive work to perform as assigned by the CITY. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by the ASSOCIATION representatives in investigating, representing members in internal Bill of Rights interviews, presenting and adjusting grievances or disputes. Solicitation of membership shall not be engaged during working hours. No general ASSOCIATION Membership meeting shall be held on CITY time.

#### **SECTION 19.4**

ASSOCIATION representatives are subject to all CITY rules regarding the conduct of employees of the CITY.

#### **SECTION 19.5**

Upon request of the ASSOCIATION, employees may be granted leave with pay (taken from the Association Time Pool), when reasonable, for ASSOCIATION business with the approval of the Chief of Police, or designee.

## **SECTION 19 (Continued)**

### **SECTION 19.6**

Any Bargaining Unit employee being disciplined shall be advised of their rights to representation.

### **SECTION 19.7**

The City and the ASSOCIATION agree to the creation of an Association Time Pool. It shall be the responsibility of the ASSOCIATION to supply to the City an Association Time Pool Authorization Form which includes the name of the employee and the hours of vacation time or compensatory time donated by the employee to the pool. The form must be signed by the employee donating time. Time donations may be made up to two (2) times per calendar year with reasonable notice given to the CITY and shall be in increments of not less than two (2) hours nor more than forty eight (48) hours. Association Time Pool hours may be drawn at the written discretion of the Association President or his designee in increments of at least one (1) hour.

Charges against the Association Time Pool will be kept by the Police Department and the ASSOCIATION. An ASSOCIATION representative may be granted pool time to attend public budget hearings, City Commission Hearings, or resolution of impasse hearings before the City Commission. The Association Time Pool may also be used by the ASSOCIATION to attend State Board Meetings of the Police Benevolent Association or seminars sponsored by the ASSOCIATION or to contribute to a sick or injured employee in accordance to Section 19.8.

The use of the Association Time Pool shall be handled in the same manner as vacation requests. The ASSOCIATION and City agree that this Association Time Pool will not be used if it creates any minimum staffing problems or limits the conducting of department business as noted at the discretion of the Chief of Police or designee. Should the Association Time Pool become depleted, anyone engaging in ASSOCIATION activities during his working hours shall do so without pay, unless otherwise agreed to or provided for in the Agreement.

### **SECTION 19.8**

The City agrees to allow any member to contribute vacation or comp time, or any combination thereof, to another employee of the Police Department. The sick or injured employee must have exhausted all other leave before receiving any contribution and may accept and use up to 240 hours of contributed time in a Fiscal Year. The ASSOCIATION will provide the proper form for the time transfer.

**ARTICLE 20**  
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## **ARTICLE 21**

### **SPECIALIZED UNITS**

#### **SECTION 21.1**

Specialized Units, to include Detectives, Crime Prevention, Training, and Recruiting shall receive a pay allowance of three hundred twenty dollars (\$320.00) per month. Bargaining unit members designated as Training Instructors and shall conduct Departmental, inter-Departmental, and other trainings as designated by the Chief of Police, or designee.

#### **SECTION 21.2**

The CITY agrees to compensate these Training Instructors via a monthly pay allowance of three hundred twenty dollars (\$320.00) per month when training for eight (8) hours or more in a month. This pay allowance is provided only when the bargaining unit member conducts eight (8) or more hours of training in a month while on duty. Personnel assigned to the Training Division are precluded from receiving this allowance.

## **ARTICLE 22**

### **DAMAGED PERSONAL PROPERTY**

#### **SECTION 22.1**

If during the course of official duties an officer has personal property damaged, the CITY will compensate the officer, after proof of purchase or repurchase of the same or similar item, a sum not to exceed three hundred dollars (\$300.00) per incident.

#### **SECTION 22.2**

Personal property shall be defined as prescription glasses, contacts, watches, wedding rings or prescription and non-prescription sunglasses. This does not include personal electronic devices, such as laptops, cellular telephones, or other property that has not been authorized to be carried on duty.

- \$100.00 Limit: watches and non-prescription sunglasses.
- \$300.00 Limit: prescription glasses and sunglasses, contacts, and wedding rings.

#### **SECTION 22.3**

The CITY will not compensate the officer for damaged personal property if the damage was due to negligence by the officer.

## **ARTICLE 23 HOLIDAYS**

### **SECTION 23.1**

The following days will be observed as holidays for all employees subject to this Agreement: January 1<sup>st</sup>, Martin Luther King's Birthday, Presidents Day, Memorial Day, Juneteenth, July 4<sup>th</sup>, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24<sup>th</sup> and December 25<sup>th</sup>.

### **SECTION 23.2**

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. When a designated holiday falls on a Saturday, the preceding Friday will be observed as a holiday.

### **SECTION 23.3**

Holidays which occur during annual leave shall not be charged against annual leave. An employee who is not on approved leave and fails to report on the day before or the day after a holiday shall not be paid for the holiday, unless excused by Chief of Police or designee.

### **SECTION 23.4**

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half (1 1/2) times his regular rate for all hours worked, if totals over eighty (80) hours in a work cycle.

## **ARTICLE 24**

### **VACATION LEAVE**

#### **SECTION 24.1**

- A.** All full-time, regular and provisional employees shall be entitled to earn and accrue vacation leave with pay which will be computed from the starting date of employment.
- B.** Temporary employees shall not be eligible for vacation leave.
- C.** Part-time employees who work twenty-five (25) hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than twenty-five (25) hours per week shall not be entitled to any vacation leave.
- D.** Employees serving a probationary period on an original appointment shall accrue vacation leave in accordance with the provisions of this section. If an employee serving a probationary period on an original appointment leaves the CITY's service without satisfactorily completing the probationary period, he or she shall not be compensated for any accrued leave.

#### **SECTION 24.2 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID**

All regular employees shall accumulate vacation leave as follows:

- |   |                    |
|---|--------------------|
| <b>A.</b> One (1) year of service but less than five (5):   | 96 hours per year  |
| <b>B.</b> Five (5) years of service but less than ten (10): | 112 hours per year |
| <b>C.</b> Ten (10) years of service but less than (15):     | 136 hours per year |
| <b>D.</b> Fifteen (15) years of service and over:           | 160 hours per year |

Earned vacation leave may be accumulated for qualifying full and part-time, regular status employees to a maximum of three hundred and sixty (360) hours. Any hours accumulated over two hundred and forty (240) hours at the close of each fiscal year (September 30) shall automatically (no action by employee will be required) be deducted from the employee's total accumulated vacation leave balance with no compensation being made. The employee will then have a remaining balance of two hundred and forty (240) hours and shall again be eligible to accrue vacation leave up to three hundred and sixty (360) hours over the next fiscal year. Accrual ends when an employee has reached the maximum of three hundred and sixty (360) hours. Employees who separate from the CITY will be paid for all accumulated vacation leave up to three hundred and sixty (360) hours.

Earned vacation leave may be accumulated to a maximum three hundred and sixty of (360) hours at the close of each fiscal year (September 30). Any accumulation over two hundred and forty (240) hours will be considered forfeited and lost at the close of each fiscal year (September 30).

## **SECTION 24 (Continued)**

Vacation pay will be computed at the employee's base rate of pay.

NOTE: Employees shall not earn vacation time when the employee is on a non-paid leave status.

### **SECTION 24.3 - USE OF VACATION LEAVE**

Subsequent to the successful completion of the first six (6) months employment, vacation leave may be taken as earned subject to the approval of the Chief of Police or designee, who shall schedule vacation leave so as to meet the operating requirements of the Department.

For vacation purposes, reinstated employees, except employee reinstated as a result of a grievance or arbitration, are considered new employees.

Annual leave may be granted for the following purposes:

- A. Vacation leave;
- B. Absences for transaction of personal business which cannot be conducted during off-duty hours;
- C. Religious holidays;
- D. Sickness, once sick leave has been exhausted through illness;
- E. Absences from work not covered by other types of leave provisions established by these rules.

### **SECTION 24.4 - PAYMENT OF UNUSED VACATION LEAVE**

Regular employees who have completed six (6) months or more service shall, upon leaving the CITY's service in good standing, be compensated for vacation leave accrued to the date of separation, but not to exceed three hundred sixty (360) hours.

## **ARTICLE 25 SICK LEAVE**

### **SECTION 25.1 - RATE AT WHICH SICK LEAVE IS EARNED**

All Bargaining Unit employees earn sick leave credits at the rate of eight (8) hours per calendar month, or major portion thereof. Any employee who has taken sixteen (16) or more calendar days of sick leave with or without pay in one month shall not earn sick leave for that month.

### **SECTION 25.2 - REQUEST FOR SICK LEAVE**

To receive compensation while absent on sick leave, the employee shall notify his or her immediate supervisor, Division Commander or Chief of Police or designee not less than one (1) hour prior to-the time set for beginning the daily duties. An employee in a unit operating on a twenty-four (24) hour basis must notify the immediate supervisor and/or shift commander within the time limit established by the appropriate department head.

### **SECTION 25.3 - USE OF SICK LEAVE**

Sick leave may be granted for the following purposes:

- A. Personal injury or illness not connected with work.
- B. Pregnancy.
- C. Necessary appointments with physicians or dentists.
- D. Exposure to a contagious disease, which would endanger others.
- E. Illness or injury of a member of the employees' household which requires the personal care and attention of the employee.

### **SECTION 25.4 -ACCUMULATION OF SICK LEAVE**

The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty (30) days of employment.

### **SECTION 25.5 - CERTIFICATION BY A PHYSICIAN**

Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by the Chief of Police or designee to submit a certificate from a licensed physician.

## **SECTION 25 (Continued)**

When it is determined that an employee's request for sick leave is not justified, the value of the absent time may be deducted from the employee's pay or accrued vacation leave.

Claiming sick leave when physically fit shall be cause for disciplinary action and subject to suspension or dismissal.

### **SECTION 25.6 - UNUSED SICK LEAVE**

- A. Employees who leave the CITY's service in good standing and have at least three (3) through nine (9) years of continuous service with the CITY, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of three hundred and sixty (360) hours.
- B. Employees who leave the CITY's service in good standing and have at least ten (10) or more years of continuous service with the CITY will receive pay for their accumulated sick leave balance up to a maximum of seven hundred and twenty (720) hours.
- C. Employees who do not use all of their sick leave because of sickness or disability may use this toward early retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave and divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the Department and continue to draw full pay; provided however, such time shall not exceed seven hundred and twenty (720) hours. The employee who requests and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave time is exhausted. Said request shall be irrevocable.

## **ARTICLE 26**

### **BEREAVEMENT LEAVE**

#### **SECTION 26.1**

Police Officers shall be granted up to three (3) days bereavement leave for death in their immediate family, without charge to any other accrued leave time. Immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter, great-grand parents, grandparents-in-law, step grandparents, foster parents, and foster children.

For the purpose of funeral flowers, immediate family is defined as the employee's father, mother, son, daughter, husband, wife stepfather, stepmother, stepson, stepdaughter, grandson, and granddaughter. Maximum amount is not to exceed \$50.00 in US funds (including tax and shipping).

#### **SECTION 26.2**

Unless otherwise approved by the Chief of Police or designee bereavement leave shall be used within thirty (30) days of the death of an immediate family member.

## **ARTICLE 27**

### **DRUG AND ALCOHOL TESTING**

#### **SECTION 27.1**

The City of Fort Pierce and the ASSOCIATION have a strong and legitimate interest in insuring that employees are fit to perform their duties. Employees must be prepared to react and make decisions quickly in order to ensure public safety. The work requires complete mental and physical functioning of employees. The CITY'S need to protect the public safety and welfare as well as the welfare and safety of its employees will be aided by achieving and maintaining a drug-free workplace. The CITY agrees that no employee will be disciplined who volunteers that he or she has a substance abuse problem and is requesting or receiving assistance to address such substance abuse problems, if such request or seeking of assistance is made prior to an order to submit to a drug test. The employee requesting assistance shall follow the Department's approved leave policy and shall submit to a fitness for duty test, at the CITY's expense, prior to reinstatement.

#### **SECTION 27.2**

All employees are prohibited from possessing, consuming, or being under the influence of drugs or intoxicating substances, including alcohol, while on duty. The term "alcohol" includes distilled spirits, wine, malt beverages, and intoxicating liquors.

#### **SECTION 27.3**

Use, possession, sale, solicitation, or transfer of drugs or other illegal substances, or an attempt to perform the foregoing actions at any time, on or off duty, is strictly prohibited. \* The term "drugs" shall include, but not be limited to, amphetamines, methamphetamine, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the substances listed herein. In addition, the term "drugs" used herein, shall include the use of any illegal substance as well as the misuse or abuse of prescribed drugs.

**\*This would not include any authorized activities by any officer working in an authorized undercover capacity or processing evidence.**

#### **SECTION 27.4**

The EMPLOYER and the ASSOCIATION mutually agree that the EMPLOYER may require all employees to be tested for alcohol or drug use. As explained more fully below, such testing may be done during annual physical, following any on-duty or off-duty accident when driving a City vehicle, upon reasonable suspicion, and on a random basis. In addition to the times stated above, the EMPLOYER may test for alcohol/drugs whenever it has good cause to believe that an employee is under the influence of alcohol/drugs while on duty. "Drug test" or "test" means any chemical, biological

## **SECTION 27 (Continued)**

or physical instrument analysis administered for the purpose of determining the presence or absence of alcohol, a drug or its metabolites, or other illegal substances. At the discretion of the employer, such test may be performed on anyone or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimens will be done under medical supervision, at the Employer's direction.

### **SECTION 27.5**

Scheduling for any testing or examination will be during duty hours, at the discretion of the EMPLOYER, and the results will become part of the employee's permanent record. Should the employee refuse to cooperate with the testing, including refusal to submit to the test at the time ordered, such refusal shall result in the employee's immediate discharge from employment.

### **SECTION 27.6**

For purposes of this Article, "reasonable suspicion" drug testing means drug testing based on a belief that an employee is using or has used alcohol or drugs in violation of the Employer's policy, drawn from specific objective and articulated facts and reasonable inferences drawn from those facts. Among other things, such facts and inferences may be based upon, but not limited to:

- A. Observable phenomena while at work, such as direct observation of alcohol or drug use or of the physical symptoms of manifestation of being under the influence of alcohol or a drug.
- B. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance determined by at least two (2) supervisors.
- C. A report of alcohol or drug use, provided by a reliable and credible source, or which has been independently corroborated.
- D. Information that an individual has tampered with an alcohol or drug test during his employment.
- E. Information that an employee has caused, or contributed to, an accident while at work.
- F. Information that an employee has used, possessed, sold, solicited, or transferred drugs or attempted to use, possess, sell, solicit, or transfer drugs.

## **SECTION 27 (Continued)**

### **SECTION 27.7**

For random testing, individuals will be selected for testing by a random number generating computer program. Testing will be conducted periodically throughout the year.

No employee will be randomly tested more than three (3) times in one (1) calendar year period.

### **SECTION 27.8**

In testing for the presence of alcohol, the Employer shall utilize a generally accepted testing procedure. Should a test substantiate that the employee is under the influence of alcohol while on duty, the employee will be disciplined up to and including discharge in accordance with the Personnel Rules and Regulations.

### **SECTION 27.9**

In testing for the presence of drugs, the Employer will utilize an initial screening procedure such as EMIT. If the initial screening test is positive, a confirmatory test such as the GAS Chromatography/Mass spectrometry (GSIMS) test will be performed. The Employer, in its sole discretion, may request a confirmatory test be performed if the initial screening test is negative. Should a drug test substantiate the use or influence of drugs, the employee shall be immediately discharged.

### **SECTION 27.10**

Within five (5) calendar days after receiving notice of a positive confirmed test result, the employee may submit information to the Employer concerning a legitimate explanation for the confirmed positive test. If the explanation is satisfactory to the Employer, the Employer may, at its discretion, request the sample to be retested. If the results of the retest confirm a legal substance or legal use of a controlled substance, the employee will be returned to work without loss of pay or benefits. An employee who is suspended or discharged due to a positive test result, or who is discharged for refusing to be tested, may appeal to either the Civil Service Board or follow the approved grievance procedure within seven (7) calendar days after the suspension or discharge or the Employer's response in subsection 9 of this Article.

### **SECTION 27.11**

No physician-patient relationship is created between an employee and the Employer or any person performing or evaluating a test, solely by the administration of a testing program. The employer or its designee shall have access to employee testing information. If disciplinary actions are brought

## **SECTION 27 (Continued)**

under or are related to this Article, the Employer or its designee *as well as* the laboratory, which conducted the test, shall have access to the employee's testing information where the information is relevant to its defense in a civil or administration matter.

### **SECTION 27.12**

This Article does not prevent the Employer from disciplining an employee for any violation of the Personnel Rules and Regulations, operating procedures, or other provision of this Agreement that may occur regardless of whether it is in connection with alcohol and/or drug use or abuse. If the Employer finds that the employee's use of any drug has detrimentally affected its interest, the employee may be subject to disciplinary action up to and including termination.

**ARTICLE 28**  
**AFFIRMATIVE ACTION**

**SECTION 28.1**

The ASSOCIATION and the CITY agree that an Affirmative Action Program is necessary and important to all employees, the ASSOCIATION and the CITY.

**ARTICLE 29**  
**INTERNAL INVESTIGATIONS AND DISCIPLINARY PROCEDURES**

**SECTION 29.1**

All internal and external investigations, which are included in the provisions of the Police Officer's Bill of Rights, will be conducted in accordance with the most current Police Officers Bill of Rights and other appropriate statutes.

**ARTICLE 30**  
**SEVERABILITY**

**SECTION 30.1**

Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall become null and void; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

## **ARTICLE 31**

### **EDUCATIONAL REIMBURSEMENT**

#### **SECTION 31.1 SERGEANTS AND LIEUTENANTS**

The CITY agrees to reimburse employees for tuition costs at the current state rate and books required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, in the area of Criminal Justice or related field. This reimbursement is based upon the student achieving a grade “C” or better. When the employee successfully completes and is reimbursed for a thirty (30) semester hour block, the employee shall agree to work at least two (2) years beyond this date or reimburse the CITY for any funds expended on tuition and books. The two (2) years applies to an employee who resigns. Employees in the DROP are not eligible for this program. This program is subject to funding availability.

#### **SECTION 31.2**

Bargaining Unit members who wish to participate in the educational reimbursement program should notify the Chief of Police (or designee) no later than one month prior to the planned course enrollment date. Those who did not make the notification should be left out of the reimbursement program for the upcoming fiscal year.

#### **SECTION 31.3**

Educational reimbursement should be limited to fifteen (15) credit hours per calendar year.

## **ARTICLE 32**

### **RETIREMENT PLAN**

#### **SECTION 32.1**

The ordinance pertaining to the City of Fort Pierce Retirement and Benefit System will provide for a benefit accrual rate of three percent (3%) for Sergeants and Lieutenants employed by the City who are subject to collective bargaining. The member contribution rate for these employees is five and sixteen one-hundredth percent (5.16%) of compensation.

#### **SECTION 32.2**

There shall be no increases in member's contribution rates, unless there is a corresponding increase in benefit levels and City contribution rates as agreed to by the parties.

#### **SECTION 32.3**

Employees hired after October 1, 2012 (left for historical purposes):

1. Vesting period of five (5) years.
2. Members hired after October 1, 2012, the amount of the standard form of annuity shall not exceed 75 percent of the member's average final compensation. In no event may the maximum pension payment to any member becoming a member after October 1, 2012, exceed \$100,000.00 annually.
3. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours. The first three hundred (300) hours in a fiscal year.
4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Current unit members hired prior to October 1, 2012:

1. Member on or after January 1, 1980, the amount of standard form of annuity shall not exceed 100 percent of the member's average final compensation as defined in F.S. Sec. 112.65,

##### **A. Overtime**

1. All overtime earned but unused as of the effective date of this Agreement shall be included as compensation for pension purposes.
2. After the effective date of this Agreement, the maximum overtime hours shall be three hundred (300) hours; unless the statutory restriction is amended or struck, in which

## **SECTION 32 (Continued)**

case the parties shall meet to negotiate the same or different calculated amount.

### **B. Sick Leave and Vacation Time**

1. All accrued and unused sick leave, up to seven hundred twenty (720) hours, and vacation time, up to three hundred sixty (360) hours, as of the effective date of this Agreement shall be included as compensation for pension purposes.
2. Sick leave and vacation time accrued after the effective date of this Agreement shall not be counted as compensation for pension purposes, unless the statutory restriction is amended or struck, in which case the parties shall meet to negotiate the same or different calculated amounts. However, as in the example above, all accrued unused sick and vacation hours up to the maximum as established at the effective date of this Agreement shall be included as compensation for pension purposes.
3. The CITY shall calculate the amount of unused overtime, sick leave, and vacation time as of the effective date of this Agreement, for each unit member and the CITY shall so notify the unit member, as well as, document the figures in the unit member's personnel file.

**ARTICLE 33**  
**WAGES**  
**LIEUTENANTS AND SERGEANTS**  
**~~FY2022~~ FY2023**

**SECTION 33.1**

For the CITY’S Fiscal Year ~~2022~~ 2023, starting on October 1, ~~2021~~2022:

- A step pay scale for bargaining unit members is established as provided in Table 1. ~~The step pay scale contains a 5% increase from the previously established pay scale.~~
- Members will move to their correct step as provided in Table 2
- The pay provisions for Fiscal Year ~~2022~~ 2023 will be retroactive to October 1, ~~2021~~2022.

For ~~each subsequent~~ Fiscal Year 2023, Members will be placed into the next higher step. ~~upon their corresponding anniversary date of promotion on the first day of the fiscal year, October 1. . . Any negotiated percentage increase or salary increase shall be applied to the entire step plan.~~ Members in step seven (7) for Lieutenants and step ten (10) for Sergeants will not receive any increase above the negotiated increase in that step. All steps / increases are contingent upon funding availability.

<b>LIEUTENANTS</b>	FY 2022	<u>FY 2023</u>
Pay Step	Annual Salary	
1	91449.75	<u>\$95,107.74</u>
2	93143.40	<u>\$96,869.14</u>
3	94,836.00	<u>\$98,629.44</u>
4	96,531.75	<u>\$100,393.02</u>
5	98,223.30	<u>\$102,152.23</u>
6	99,918.00	<u>\$103,914.72</u>
7	101,612	<u>\$105,677.21</u>
<b>SERGEANTS</b>	FY 2022	<u>FY 2023</u>
Pay Step		
1	75,669.30	<u>\$78,696.07</u>
2	77,011.20	<u>\$80,091.65</u>
3	78,417.15	<u>\$81,553.84</u>
4	79,823.10	<u>\$83,016.02</u>
5	81,231.15	<u>\$84,480.40</u>
6	82,637.10	<u>\$85,942.58</u>
7	84,044.10	<u>\$87,405.86</u>
8	85,450.05	<u>\$88,868.05</u>
9	86,849.70	<u>\$90,323.69</u>
10	88,270.35	<u>\$91,801.16</u>

<b>Table 2</b>	
<b>Step as of Date of Promotion Fiscal Year 2022 (Lieutenants)</b>	
Step	Dates of Promotion
1	October 1, 2021 / September 30, 2022
2	October 1, 2020 / September 30, 2021
3	October 1, 2019 / September 30, 2020
4	October 1, 2018 / September 30, 2019
5	October 1, 2017 / September 30, 2018
6	October 1, 2016 / September 30, 2017
7	Before September 30, 2016
<b>Step as of Date of Promotion Fiscal Year 2022 (Sergeants)</b>	
Step	Dates of Promotion
1	October 1, 2021 / September 30, 2022
2	October 1, 2020 / September 30, 2021
3	October 1, 2019 / September 30, 2020
4	October 1, 2018 / September 30, 2019
5	October 1, 2017 / September 30, 2018
6	October 1, 2016 / September 30, 2017
7	October 1, 2015 / September 30, 2016
8	October 1, 2014 / September 30, 2015
9	October 1, 2013 / September 30, 2014
10	Before September 30, 2013

**SECTION 33.2 - HOUSING ALLOWANCE**

All officers living within the City of Fort Pierce in service years one through ten (1-10) are eligible to receive a housing allowance of three thousand (3,000) dollars per year or two hundred fifty dollars (250) per month, as funding permits. Officers must verify their address and notify Human Resources of any address changes within seven (7) days.

**SECTION 33.3 EMERGENCY PAY**

In the case of declared emergency, the rate of pay shall follow the City of Fort Pierce Emergency Pay Policies.

**ARTICLE 34**  
**DURATION OF AGREEMENT**

**SECTION 34.1**

This Agreement shall be effective October 1, 2021 and shall remain in force up to and including September 30, 2024.

*For The City of Fort Pierce*

*For The Coastal Florida Police Benevolent Association*

\_\_\_\_\_  
Linda Hudson                      Date  
Mayor

\_\_\_\_\_  
Al Boettjer                      Date  
Chief Negotiator, CFBPA

Witnessed by:

\_\_\_\_\_  
Linda Cox                      Date  
City Clerk

\_\_\_\_\_  
Union Representative              Date

\_\_\_\_\_  
Nicholas C. Mimms              Date  
City Manager

\_\_\_\_\_  
Diane Hobley-Burney              Date  
Chief of Police

\_\_\_\_\_  
Kevin E. Browning              Date  
Chief Negotiator / HR

Approved as to form and correctness:

\_\_\_\_\_  
Tanya Earley, Esq.              Date  
City Attorney