

CITY OF FORT PIERCE

CITY COMMISSION AGENDA

City Commission Meeting - Monday, October 14, 2024 - 9:00 a.m.

City Hall - Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **Call to Order**

2. **Pledge of Allegiance**

3. **Roll Call**

4. **Approval of Minutes**

- a. Approval of the Minutes from the September 9, 2024 City Commission Meeting.

5. **Proclamations**

6. **Additions or deletions to agenda and approval of the agenda.**

7. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

8. **Miscellaneous Reports and Presentations**

- a. Kings Landing Project Quarterly Update

9. **Consent Agenda**

- a. Approval of year 1 of the 2-year renewal option of the Auditing Services contract with DiBartolomeo, McBee, Hartley and Barnes, P.A for total costs of \$128,000.00.

- b. Approval of the collective bargaining agreement between the City of Fort Pierce and Teamsters Local Union Number 769 (General Employee Unit) October 1, 2024 - September 30, 2026.
- c. Approval of the collective bargaining agreement between the City of Fort Pierce and Coastal Florida Police Benevolent Association (Police Officer Unit) October 1, 2024 - September 30, 2027.
- d. Approval of the collective bargaining agreement between the City of Fort Pierce and Coastal Florida Police Benevolent Association (Sergeants' & Lieutenants' Unit) October 1, 2024 - September 30, 2027.

10. **City Commission - Resolutions**

- a. Resolution 24-R54 which authorizes a grant from FDLE for a Drone Replacement Program Financial Assistance

11. **New Business - City Commission Discussion Items**

- a. Discussion regarding Short Term and Vacation Rental registration fees.

12. **City Commission Boards and Committees Updates**

13. **Adjournment**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (772) 467-3065 at least 48 hours prior to the meeting.

City Commission Day Meeting - 9:00 a.m.

4. a.

Meeting Date: 10/14/2024

Re:

SUBJECT:

Approval of the Minutes from the September 9, 2024 City Commission Meeting.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Meeting Minutes

Form Review

Form Started By: Tina Rel
Final Approval Date: 10/08/2024

Started On: 10/08/2024 02:10 PM

MINUTES OF A REGULAR MEETING OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, HELD IN THE CITY HALL COMMISSION CHAMBERS, 100 NORTH U.S. #1, FORT PIERCE, FLORIDA, AT 9:00 A.M. ON MONDAY, SEPTEMBER 09, 2024.

1. **Call to Order**

Mayor Hudson called the September 9, 2024, Conference Agenda Meeting to order at 9:00 A.M.

2. **Pledge of Allegiance**

3. **Roll Call**

Present: Commissioner Michael Broderick; Commissioner Arnold Gaines;
 Commissioner Curtis Johnson, Jr.; Commissioner Jeremiah Johnson; Mayor
 Linda Hudson

Staff Present: Records Management Coordinator Tina Rel
 Acting City Manager Linda Cox
 City Attorney Sara Hedges

4. **Approval of Minutes**

- a. Approval of Minutes from August 12, 2024 City Commission Meeting.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve the minutes of the August 12, 2024 City Commission Meeting.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines,
 Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor
 Linda Hudson
Passed

5. **Proclamations**

6. **Additions or deletions to agenda and approval of the agenda.**

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick to approve the agenda.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines,
 Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor
 Linda Hudson
Passed

7. **COMMENTS FROM THE PUBLIC**

Any person who wishes to comment on any subject may be heard at this time. Please limit your comments to three (3) minutes or less, as directed by the Mayor, as this section of the Agenda is limited to thirty minutes. The City Commission will not be able to take any official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

No comments.

8. **Miscellaneous Reports and Presentations**

- a. SUN Trail Port Connector Feasibility Study results presentation.

Presentation by Peter Buckwald, Director of the St. Lucie County TPO, and Selena Griffett Project Engineer. Stuart Robertson with Kimley Horn and Joshua Revord, Director of the Port of Fort Pierce gave the portion of the presentation on the Port of Fort Pierce Connector Study. The Commissioners agreed they do not want to close Avenue H as it is an important road on and off the island. They all approve of the joining of Avenue O to the Port area.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Michael Broderick for a letter of endorsement on the preferred alternatives and directing staff to work with FDOT and the TPO.

AYE: Commissioner Michael Broderick, Commissioner Arnold Gaines,
 Commissioner Curtis Johnson, Jr., Commissioner Jeremiah Johnson, Mayor
 Linda Hudson

Passed

- b. Notification of administrative approval of a Site Plan (Development and Design Review) submitted under the 'Live Local' affordable housing Act; the development proposes a two-hundred and ten (210) unit affordable multifamily rental community at 4000 S. US Highway 1, Sound Meadows Apartments.

Update by Kerry Driver Planner, and Kevin Freeman, Planning Director. There is no action on this item from the Commission. These plans have been reviewed by all the departments and a regular application would have to go through. All City Codes must be met for the “Live Local” applications if they do not the applications turn into a major site plan and no longer will be under the “Live Local” act.

9. **Consent Agenda**

10. **City Commission - Resolutions**

11. **New Business - City Commission Discussion Items**

- a. Discussion and direction regarding the final contract for Pay to Park Pilot Program with PCI Municipal Services.

Peggy Arraiz, Community Response Director, started the discussion on the final contract for the Pay to Park Pilot Program with PCI Municipal Services. Sara Hedges, City Attorney, let the Commission know they would legally be able to charge the St. Lucie County residents to park at the beaches. Jack Skelton, owner of PCI Municipal Services, discussed his knowledge of working with other cities and counties throughout Florida. The Commission discussed the 24-hour attendance. Mr. Skelton mentioned the ambassadors would be working on parking enforcement and maintenance of PCI equipment. They discussed how the program will help offset the fees it takes to maintain these parks. The commission recommended a 24-hour staff ambassador to start out with, as well as the revenue-sharing option. The third item on the parking passes will be further investigated by staff and PCI and the information will be brought back to the Commission.

12. **City Commission Boards and Committees Updates**

Commissioner Broderick mentioned the Parking Committee is meeting this Wednesday and will be discussing the parking garage counter system. The Sunrise Theater RPF is being revamped. The retirement board meeting is coming up and there is nothing new to report. He is working with Congressman Brian Mast and his staff on the Federal Funding. The commission asked to see the report before it is submitted.

Commissioner Curtis Johnson mentioned Lincoln Park Main Street and Treasure Coast Regional Planning Council meetings are coming up. The Fire Board has approved the millage rate, and they are introducing a new fire engine today. The TPO has a lot going on currently.

Commissioner Jeremiah Johnson mentioned the DOT resurfacing project on US 1 that the TPO has been working on for a while is a work in progress and almost complete. Main Street has a meeting coming up and the Coffee with the Mayor event is starting back up. The DBA has the Downtown Halloween event coming up, as well as the Ghost Walk.

Commissioner Gaines mentioned most of his committees will be meeting later this month. The Treasure Coast Council of Local Government met and discussed the new senate bill regarding changing of school times and the issues it presents to the community, traffic, and crossing guards. He was not able to make it to the Roundtable meeting.

Mayor Hudson mentioned the Treasure Coast Regional League of Cities meets next week. The policy committees will begin to meet next week for the Florida League of Cities. The Fort Pierce Utilities Authority had their career fair that was very well attended.

13. **Adjournment**

Immediately following adjournment, please move toward the doors and exit the chambers. This allows for the safe and courteous exit of all persons, and those on the dais. Conversations after the meeting should be held outside of chambers, in the foyer or elsewhere, but not in the commission chambers where lights will be out as soon as the chambers are empty.

Mayor Linda Hudson adjourned the meeting at 12:20 P.M.

ATTEST:

CITY CLERK

MAYOR COMMISSIONER

City Commission Day Meeting - 9:00 a.m.

8. a.

Meeting Date: 10/14/2024

Re:

SUBJECT:

Kings Landing Project Quarterly Update

Form Review

Form Started By: Linda Cox

Started On: 09/24/2024 05:02 PM

Final Approval Date: 09/24/2024

City Commission Day Meeting - 9:00 a.m.

9. a.

Meeting Date: 10/14/2024

Re: Auditing Services Contract-Approve Year 1 of the 2 Year Renewal Option

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Approval of year 1 of the 2-year renewal option of the Auditing Services contract with DiBartolomeo, McBee, Hartley and Barnes, P.A for total costs of \$128,000.00.

SUMMARY:

In 2021, the City entered into a 3-year contract with two 1-year renewal options for auditing services with DiBartolomeo, McBee, Hartley and Barnes, P.A . The 3 years have expired, and we are exercising year 1 of the 2-year renewal option. The cost of the renewal is \$128,000, with \$66,900 for the City, \$8,500 for FPRA and \$52,600 for FPUA.; a \$3,500 increase or 2.8%.

RECOMMENDATION:

Approval the cost for the year 1 of the renewal.

ALTERNATIVES:

Not approve and make recommendations.

RESPONSIBLE STAFF:

Finance Department

COORDINATED WITH:

Dibartolomeo, McBee, Hartley and Barnes, P.A.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

Account: 001600051332

Amount: \$128,000

OTHER INFORMATION:

Budgeted annual expense.

Attachments

2024 Engagement Letter

Form Review

Inbox

City Manager

Form Started By: Johnna Morris

Final Approval Date: 10/03/2024

Reviewed By

Linda Cox

Date

10/03/2024 12:19 PM

Started On: 10/03/2024 09:50 AM

August 16, 2024

Mr. Nick Mimms
City Manager
City of Fort Pierce, Florida
Fort Pierce, Florida

We are pleased to confirm our understanding of the services we are to provide for the year ended September, 30, 2024 based on City of Fort Pierce RFP#2021-037. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units (Fort Pierce Utilities Authority), each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Fort Pierce Florida's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Fort Pierce Florida's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary comparison schedule

We have also been engaged to report on supplementary information other than RSI, that accompanies the City of Fort Pierce Florida's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of expenditures of federal awards and state assistance

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance:

1. Statistical and supplementary information for Comprehensive Annual Financial Report.
2. Pension Trust Funds- Required Supplementary Information

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to management and the governing board of . We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may

bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of City of Fort Pierce Florida's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of City of Fort Pierce Florida's major programs. The purpose of these procedures will be to express an opinion on City of Fort Pierce Florida's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements and related notes of in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including

award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. If applicable, the summary schedule of prior audit findings should be available for our review on November 15th of each year.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial

audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the city; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available Federal or State agencies providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the City. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately November 15, 2024 (sooner for interim testing if possible) and to issue our reports no later than March 20, 2025. Mark Barnes is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates with no charge for out-of-pocket costs except that we agree that our gross fee, will not exceed:

	2024
City of Fort Pierce	\$ 66,900
Community Redevelopment Agency	8,500
Fort Pierce Utility Authority	52,600
Total Audit Expense	\$ 128,000

We appreciate the opportunity to be of service to the City of Fort Pierce, Florida and believe this letter accurately summarizes the significant terms of our engagement.

Very truly yours,

DiBartolomeo, McBee, Hartley & Barnes
DiBartolomeo, McBee, Hartley and Barnes, PA

RESPONSE:

This letter correctly sets forth the understanding of the scope of services to be provided by Contractor to the City of Fort Pierce, Florida.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

City Commission Day Meeting - 9:00 a.m.

9. b.

Meeting Date: 10/14/2024

Re: Collective Bargaining Agreement with Teamsters (General Employee Unit) October 1, 2024 - September 30, 2026

Submitted For: Jared Sorensen, Human Resources Manager, Administrative Services

SUBJECT:

Approval of the collective bargaining agreement between the City of Fort Pierce and Teamsters Local Union Number 769 (General Employee Unit) October 1, 2024 - September 30, 2026.

SUMMARY:

Negotiations begin in mid May, 2024, and the City and Union came to an agreement in September, 2024. There were several minor non-economic changes to articles pertaining to Unit Clarification, protected classes, etc, and a 5% or \$1.50, whichever is greater, increase for bargaining unit members effective 10/1/2024. In addition, eligible employees will receive a compression increase based on longevity in their current position as illustrated in Appendix B. A redlined version of all negotiated changes is attached to this agenda item.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff would go back to the table and continue bargaining with the Unit.

RESPONSIBLE STAFF:

Jared Sorensen, Human Resource Manager.

COORDINATED WITH:

Fort Pierce Police Department.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2024 - 2025

Amount: 5% or \$ 1.50

OTHER INFORMATION:

The 5 or \$1.50, whichever is greater, plus longevity increase for eligible employees has been budgeted in the 2024 - 2025 budget.

Attachments

RLS 24-377 Memo

RLS 24-377 - Redline

RLS 24-377-Clean

Form Review

Inbox

Reviewed By

Date

City Manager

Linda Cox

10/09/2024 08:31 AM

Form Started By: Jared Sorensen

Started On: 10/04/2024 05:45 PM

Final Approval Date: 10/09/2024



THE SUNRISE CITY

FORT PIERCE

CITY ATTORNEY'S OFFICE

Florida

SARA HEDGES, CITY ATTORNEY *SH*

TO:

FROM:

RE:

LEGAL REVIEW OF TEAMSTERS COLLECTIVE BARGAINING AGREEMENT

CAO RLS FILE:

RLS 24-377

DATE:

SEPTEMBER 20, 2024

I have reviewed the above Request for Legal Services (RLS) related to a review of the 2024-2026 Teamsters Collective Bargaining Agreement. Provided for review were a redlined version and clean version. The redlined version was in a track changes format. I have made the corrections to the document to turn it into a true redlined document for your utilization in presenting to the City Commission.

As discussed, I have made formatting and grammatical corrections in the documents. Substantively, I did change the word "Agreement" to "Contract" in Section 28.1 to be consistent with the second sentence.

Any changes made have been incorporated into both the Clean version and Redlined version provided for your utilization. Please remember to fill in the Contract Ratification date and the City Commission Approval date. The Agreement, as I have provided, is approved as to form and correctness.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

SH

CITY OF FORT PIERCE

AND THE

TEAMSTERS LOCAL UNION NUMBER 769

(GENERAL EMPLOYEE UNIT)

OCTOBER 1, 202~~4~~³ to SEPTEMBER 30, 202~~6~~⁴

Contract Ratified:
City Commission Approval:

CITY OF FORT PIERCE

UNION CONTRACT

WITH

TEAMSTERS LOCAL UNION NUMBER 769

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ARTICLE 1

PREAMBLE

SECTION 1.0

This Agreement is entered by and between the City of Fort Pierce, Florida, hereinafter referred to as the EMPLOYER and Teamsters Local #769, hereinafter referred to as the UNION. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to ensure the continuous, uninterrupted, efficient operations of the City; to provide prompt and peaceful adjustment of differences which may arise; and to establish the standards of wages, hours and other conditions of employment.

ARTICLE 2

RECOGNITION

SECTION 2.0

The City of Fort Pierce recognizes Teamsters Local #769, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agent for the job classifications in the unit designated by the Florida Public Employees Relations Commission in certification #287, and as described in the Joint Response & Stipulations of the Parties as attached hereto in Appendix A. excluding all other employees. Employees in an initial probationary period shall have no rights of appeal under the Agreement.

SECTION 2.1

Specifically excluded are the position classifications not listed in Appendix A.

SECTION 2.2

Nothing in this article shall require the City to fill any position classification.

SECTION 2.3

The City shall not enter into any agreement with the Teamster's bargaining unit employees concerning wages, hours of work, or any other terms and conditions of employment, without the written consent of the Union.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 3.0

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 schedule of work time, 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 jobs, 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 qualifications of employees; to determine the starting and quitting time and the number of hours to be worked.

SECTION 3.1

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.

SECTION 3.2

The exercise of the above rights in Sections 3.0 and 3.1 does not preclude employees or their representatives from conferring or raising questions about the practical consequences that decisions on these matters may have on terms and conditions of employment. However, the exercise of the rights in Section 3.1 is subject to grievance arbitration.

SECTION 3.3

The above rights of the City in Sections 3.0 and 3.1 are not all-inclusive but indicates the type of matters of rights which belong to and are inherent to the City in its capacity as management of the City of Fort Pierce.

SECTION 3.4

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 for a reasonable period of time during the time of the declared emergency. All pay provisions will continue in case of emergency condition.

ARTICLE 4

SUBCONTRACTING

SECTION 4.0

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 (layoff) of bargaining unit employees.

SECTION 4.1

The employer reserves the right to subcontract work while recognizing the Union'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 Union at least seven (7) days prior to when the request to subcontract is put on the City Commission Agenda. Simultaneous with such notice to subcontract which displaces regular unit employees, those employees will be notified and permitted to accept vacant advertised budgeted positions ~~of the same job classification~~ for which the employee is qualified within the City. The Union reserves the right to appear before the City Commission and express its position to the City Commission at the time the Commission considers the subcontracting agenda item. The City Commission's decision is final and not subject to appeal through the grievance arbitration procedure.

ARTICLE 5

STRIKES AND LOCKOUTS

SECTION 5.0

There will be no strikes, work stoppages, picket lines**, slowdowns, boycotts or concerted failure or refusal to perform assigned work by the employees or the Union and there will be no lockouts by the City for the duration of the Agreement. The Union 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 the union shall not be responsible for any act alleged to constitute a breach of the section if neither the Union or any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the union and its officers have used every possible means to prevent or terminate such action. It is agreed that any violation of the section shall be grounds for discharge and shall not be subject to a grievance except to determine if the violations did in fact occur.

**Picketing, as used in this article, shall be defined as picketing to support a work stoppage.

SECTION 5.1

Employees shall be required to cross picket lines to perform their duties regardless of which labor organization or group is conducting the picketing.

ARTICLE 6

DISCRIMINATION

SECTION 6.0

Employer and the Union 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. ~~or physical handicap.~~ The Employer and the Union agree not to discriminate against any employee for his/her membership or non-membership in the Union.

ARTICLE 7

BULLETIN BOARDS

SECTION 7.0

The City agrees to furnish the below listed bulletin board space for the use of the Union. All Union notices will be approved and signed by a Union Representative prior to posting.

- 1) Public Work's Office (Hallway)
- 2) Streets Division
- 3) Building Maintenance
- 4) Parks Division
- 5) Garage Division
- 6) Solid Waste Department
- 7) Police Department
- 8) City Hall
- 9) Animal Shelter

ARTICLE 8

WORKING OUT OF CLASSIFICATION

SECTION 8.0

If an employee covered by this Agreement is temporarily assigned to a higher job classification than that which the employee occupies at the time of the temporary assignment, then the employee shall be paid a stipend of one (1) hour pay at time-and-a-half for each workday of the temporary assignment, beginning the first full work day of the assignment.

SECTION 8.1

An employee who temporarily performs work in a lower classification, totally different from his/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 9

OVERTIME

SECTION 9.0

An employee covered by this Agreement shall be paid at the rate of one and one-half (1.5) times his/her regular hourly base rate for all hours worked over forty (40) hours per week.

SECTION 9.1

The City shall not change an employee's hours of work solely for the purpose of avoiding overtime pay to the employees.

SECTION 9.2

Leave, excused and unexcused absences, will not be computed as time worked. HOLIDAYS will be computed as time worked.

SECTION 9.3

Standby pay- An employee on standby duty, and who is required to be available for call out at any time during the standby duty period, shall receive one hour token pay at time and one-half his/her regular rate for each regular work day on such standby status, and two (2) times his regular rate for such standby status on the employees' day off, holidays included. In addition, such employee in standby status will be paid, at his/her regular rate of pay, for all work actually performed when called to work from standby status.

SECTION 9.4

All overtime shall be offered equally by classification using an overtime distribution list. The list shall include the number of hours worked and offered to each employee by classification. Such list shall be updated daily to insure proper distribution of overtime.

SECTION 9.5

Compensatory time may be granted in lieu of overtime cash payments (by written agreement between the employee and supervisor). Compensatory time will be computed in the same manner as financial compensation would otherwise be computed. Compensatory time off shall be taken under this article as provided by the Fair Labor Standards Act, if such provision continues to be applicable for local government employees.

ARTICLE 10

GRIEVANCE/ARBITRATION PROCEDURE

SECTION 10.0

It is agreed between the parties that this grievance procedure is to be used to settle all disputes or differences between the City and the Union or any of its members employed by the City as to the meaning and the application of the provisions of this Agreement.

SECTION 10.1 - STEP 1

A. An employee, his/her duly certified representative, or a designated member of a group having a grievance, who believes there has been a violation of this Agreement, shall reduce his/her complaint to writing on a form provided by the union, sign and date the form and file it with his immediate supervisor within five (5) working days from the date the alleged violation occurred. The written grievance shall contain the article(s) violated and a statement citing the complaint along with the remedy sought. The immediate supervisor shall answer the grievance in writing, within five (5) calendar days of the receipt of the grievance.

B. Police Department Grievances: An employee at the Police Department or his/her duly certified representative, or a designated member of a group, who believes there has been a violation of this Agreement, shall reduce his/her complaint to writing on a form provided by the Union, sign and date the form and file it with his/her immediate supervisor within five (5) working days from the date the alleged violation occurred. The written grievance shall contain the article(s) violated and a statement citing the complaint along with the remedy sought. The immediate supervisor shall answer the grievance in writing, within five (5) calendar days of the receipt of the grievance. If the grievance is not resolved with the immediate supervisor, then the grievance shall be advanced to the Shift/Division Commander or Captain who shall within five (5) calendar days meet with the aggrieved employee and Union representative. The Shift/Division Commander or Captain shall respond in writing with a decision within five (5) calendar days of receipt. If the grievance is not resolved with the Shift/Division Commander, then the grievance shall be advanced to the Deputy Chief or Major of the aggrieved employee, who shall within five (5) calendar days meet with the aggrieved employee and union representative. The Deputy Chief or Major shall respond in writing within five (5) calendar days. If the grievance is not resolved with the Deputy Chief or Major, the grievance shall be advanced to the Chief of Police at Step 2.

SECTION 10.2 – STEP 2

If the dispute is not resolved in Step 1, the member, through his/her steward, shall submit the grievance to the Department Head within five (5) working days of the receipt of the grievance in Step 2, the Department Head shall hold a meeting with the grievant, his/her representative(s), and any other person the Department Head feels is necessary to discuss the allegations contained in the grievance.

The Department Head shall answer the grievance, in writing, within ~~five (5)~~ ten (10) calendar days of the meeting.

SECTION 10.3 - STEP 3

If the dispute is not resolved in Step 2, the Union may submit the written grievance to the City Manager within five (5) working days of receipt of the Step 2 answer. The City Manager shall schedule a meeting with the parties in Step 2 within five (5) working days of receipt of the grievance. The agenda of the meeting shall be limited to the matters raised in the original grievance. A final written decision on the dispute shall be given by the City

Manager within ten (10) calendar days of the meeting described in this Step.

If the decision of the City Manager does not resolve the dispute, either the City or the union may request that the grievance be appealed to arbitration in the manner described below. The time limits established in the article may be extended by mutual agreement or the parties.

Notwithstanding the procedure provided herein, a grievance may be submitted directly into the second or third step by mutual agreement of the City and the Union.

It is agreed that any grievance involving discharge of a non-probationary employee will be filed directly to Step 3.

SECTION 10.4 ARBITRATION

Any grievance which is not resolved in any of the Steps provided above may be appealed to arbitration. The party desiring arbitration shall give written notice of its intent to the other party within thirty (30) days, excluding weekends and holidays, following the date the Union receives the written answer in Step 3.

The party requesting arbitration shall apply to the Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators. As soon as possible after receipt of the panel, the City and the Union shall meet to select an arbitrator. The appealing party shall first strike the first name and then the parties shall strike names alternately until only one name remains, who shall be the Arbitrator.

The decision of the Arbitrator must be within the scope of his authority, as set forth herein, and confined to the grievance submitted for this determination.

- A. The Arbitrator shall confine him/herself to the facts developed at the hearing and which are directly related to the matter at issue.
- B. The Arbitrator shall not have the power to amend, modify, or delete any provision of the Agreement.
- C. In making his/her ruling, the Arbitrator shall have due regard for the essential and proper rights and responsibilities of management and shall not interpret this Agreement so as to further restrict or limit those rights and responsibilities.
- D. The Arbitrator may make no award which extends the period covered by the grievance.
- E. The decision of the Arbitrator shall be final and binding.
- F. If the Arbitrator finds he/she lacks authority to rule on the grievance, the matter shall be referred to the parties without decision or recommendation.

The parties shall each bear the cost for their own witnesses, other than the grievant, attending the hearing at their request. The losing party shall pay the cost of the Arbitrator's fees and expenses. Arbitrations shall be conducted at City facilities. The cost of transcript of the proceedings shall be borne by the party or parties requesting the transcript. Each party will pay its own Attorney's fees and expenses.

ARTICLE 11

CITY-WIDE SENIORITY

SECTION 11.0

City-Wide 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 11.1 - DEPARTMENTAL SENIORITY

Departmental seniority is defined as the length of employment within the employee's current department. Departmental seniority shall accrue as of the first day of employment or transfer into a new department.

SECTION 11.2 - 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. Seniority will be lost when an employee:

- A. Terminates voluntarily;
- B. Is discharged for cause;
- C. Exceeds an authorized leave of absence;
- D. Fails to return from recall within ten (10) days after receipt of such notice of recall given by the City (Certified Mail/Return Receipt Requested).

ARTICLE 12

REDUCTION IN FORCE

SECTION 12.0

Should a reduction in the public employer's work force become necessary, termination by force reduction, hereinafter referred to as layoff, shall be accomplished in the following manner:

- A. Layoff shall be by classification within a department. Upon establishing the number of employees to be laid *off* within a classification in a department, the employer shall layoff in accordance with qualifications, which reflects quality and quantity of work, work habits and classification and departmental seniority.
- B. No regular employee shall be laid *off* while there is an emergency, temporary, part-time or probationary employee serving in the same classification within the same department.
- C. The laid-off employee shall have the right to bump into a lower classification within the Department. This will be also based upon his/her qualifications and ability to do the work.
- D. The laid-off employee shall have the right to utilize his/her 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 qualifications and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within a specific department.
- E. The City will make available, annually, a seniority list of Bargaining Unit members.
- F. The City will maintain a list of bargaining unit employees who were laid off by the City for two (2) years 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. 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 13

REGULAR PROMOTION AND PROBATIONARY PERIODS

SECTION 13.0

A. Whenever there are promotional opportunities, the City shall promote the most qualified employee based upon the following factors:

- Ability to perform all the available work in the classification.
- Ability to meet reasonable performance standards for quality and quantity of work.
- Length of continuous service with the City, or cumulative length of service in the classification, if applicable.
- Overall work record with the City, if relevant to the employee's suitability for the job.
- Prior formal education, apprenticeship programs, specialized training schools, military training and assignments, job experience and any other relevant qualifications the individual may possess.

Employees serving an initial probationary period will not be considered for promotions during this initial probationary period.

B. Employees serving an initial probationary period shall not have their initial period extended beyond the six (6) months period.

The City shall have the sole prerogative and right for determining whether the promotional vacancy shall be filled.

ARTICLE 14

INSURANCE

SECTION 14.0

- A. The present or improved health insurance plans identified as Medical Plan 3559 (Basic Plan), Medical Plan 5901 (~~Affordable~~) and Medical Plan ~~0727~~ 3769 (Buy-Up Plan) will be continued until the end of the current BlueCross/BlueShield (BCBS) contract. Additionally, the present dental plans identified as Florida Combined Life will be continued.
- B. At the beginning of each fiscal year, October 1, bargaining unit members electing any of the City's Medical Health Plans, ~~Base~~ Basic Plan 3559, the "Buy-Up" Plan BCBS Medical Plan ~~0727~~ 3769, or the Affordable Care Act Plan 5901, shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay at least 90% ~~91.25%~~ and the employee will pay 10% ~~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.
- C. The City will furnish life insurance coverage in the amount of \$20,000 for all full-time regular bargaining unit members.
- D. Should the City provide improved insurance coverage benefits, or offer the same benefit at a lesser cost, to any other bargaining unit or classified civil service employee then such benefit shall be offered to the bargaining unit members.

ARTICLE 15

VACANT

CHECKOFF

SECTION 15.0

- A. ~~The City agrees to deduct monthly, from the earnings of the employees who have so authorized in writing, membership dues and initiation fees and remit same to the Union in an amount certified by the Union. Such authorization to be valid shall conform to applicable State and Federal law.~~
- B. ~~The Union 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 16

UNION REPRESENTATIVES

SECTION 16.0

A written list of the Union Stewards shall be furnished to the City prior to the effective date of their assuming duties of office. The Union shall notify the City promptly of any changes of such Union Stewards. One of the Union Stewards may be designated to serve as Chief Shop Steward in the absence of another Steward; however, approval may be denied by the immediate supervisor for extenuating circumstances as shortage of help or disruption of work during a special work project.

SECTION 16.1

The following sections outline the duties and responsibilities of Stewards in performance of their functions as recognized Union representatives. In those cases which cannot be resolved otherwise, Union Stewards shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which are within their jurisdiction, upon notifying and securing the approval of their immediate supervisor, without loss of pay. Productivity loss must be minimized. Union Stewards shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his/her work assignment, each Union Steward shall report to his immediate supervisor unless prior consent not to do so has been secured.

SECTION 16.2

It is agreed that all Union Stewards 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 Union Stewards in investigating, presenting and adjusting grievances or disputes. Solicitation of membership shall not be engaged in during working hours. No general Union membership meeting shall be held on city time.

SECTION 16.3

Union Stewards are subject to all City rules regarding the conduct of employees of the City.

SECTION 16.4

Upon request of the Union, employees may be granted leave without pay for Union business, with the approval of the City Manager.

SECTION 16.5

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

ARTICLE 17

HOLIDAYS

SECTION 17.0

The following days will be observed as holidays for all employees, subject to this Agreement:

- January 1st
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- June 19th
- July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

SECTION 17.1

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 17.2

Holidays which occur during annual leave shall not be charged against vacation 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 management.

SECTION 17.3

All employees shall receive holiday pay at their regular straight time rate for all recognized holidays. Should a holiday fall on an employees' regular day off, his/her next regularly scheduled work day shall be considered as his/her holiday.

SECTION 17.4

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half times his regular rate for all hours worked, if the hours total over forty (40) hours in a work week.

ARTICLE 18

VACATION LEAVE

SECTION 18.0

- 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 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 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/she shall not be compensated for any accrued vacation leave.

SECTION 18.1 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

- A. All regular employees shall accumulate vacation leave as follows:
 - 1. One (1) year of service, but less than five (5) years - 12 days/yr.
 - 2. Five (5) years of service, but less than ten (10) years - 14 days/yr.
 - 3. Ten (10) years of service but less than 15 years - 17 days/yr.
 - 4. Fifteen (15) years of continuous service and over - 20 days/yr.
- B. Earned vacation leave may be accumulated to a maximum, not to exceed forty-five (45) working days (effective October 1, 2012). Any accumulation over thirty (30) working days will be considered forfeited and lost at the beginning of the fiscal year. No employee can start with an accumulation of more than 30 days on October 1st. Vacation pay will be at the basic rate of pay for the normal work day.

SECTION 18.2 - USE OF VACATION LEAVE

- A. 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 Department Head, who shall schedule vacation leave, so as to meet the operating requirements of the department. Vacation leave assignments will be made in accordance with the preference of the employee, whenever possible. However, leave must be taken at the convenience of the Department. The Department Head's decision as to when leave may or may not be taken will be final.
- B. Vacation leave may be granted for the following purposes:

1. Vacation leave.
2. Absences for transaction of personal business which cannot be conducted during off-duty hours.
3. Religious holidays.
4. Sickness, once sick leave has been exhausted through illness.
5. Any absences from work not covered by other types of leave provisions established by these rules.

SECTION 18.3 - 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 forty-five (45) days.

ARTICLE 19

SICK LEAVE

SECTION 19.0

- A. **RATE AT WHICH SICK LEAVE IS EARNED** - All bargaining unit employees earn sick leave credits, at the rate of one (1) working day 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.
- B. **REQUEST FOR SICK LEAVE** - To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor, division or department head prior to, or within two (2) hours after the time set for beginning the daily duties. An employee in a unit operating on a work schedule other than 8:00 a.m. to 5:00 p.m., must notify the Department within the time limit established by the appropriate Department Head.
- C. **USE OF SICK LEAVE** - Sick leave may be granted for the following purposes:
1. Personal injury or illness not connected with work.
 2. Pregnancy.
 3. Necessary appointments with physicians or dentists.
 4. Exposure to a contagious disease which would endanger others.
 5. Illness of a member of the employee's household which requires the personal care and attention of the employee.
- D. **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.
- E. **CERTIFICATION BY A PHYSICIAN** - Whenever an employee uses sick leave in excess of ~~two (2)~~ three (3) consecutive days, they may be required by the Department Head to submit a certificate from a licensed physician. When it is determined that an employee's use of sick leave is not justified, 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 up to suspension or dismissal.
- F. **UNUSED SICK LEAVE** - 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 forty-five (45) days.
- G. 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 ninety (90) days.
- H. Employees who do not use all 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 ninety (90) days. 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 20

MAINTENANCE OF STANDARDS

SECTION 20.0

It is agreed that the specific benefits, rights and privileges enumerated in this Contract shall remain in force throughout the term of the Contract. Past practices of the employer, not contained in this Contract, shall not be a part of this Agreement. The following benefits, procedures and practices will be continued for the life of this Agreement; Standby duty, Pension, ~~St. Lucie County Credit Union~~, City time for approved examinations and funeral leave (in accordance with the Personnel Rules and Regulations).

ARTICLE 21

EDUCATIONAL REIMBURSEMENT

SECTION 21.0

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, for pre-approved, work- related courses. 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. The two (2) years applies to an employee who resigns. Employees in the DROP are not eligible for this program.

Bargaining Unit members who wish to participate in the educational reimbursement program should notify the department head 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.

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

ARTICLE 22

WAGES

SECTION 22.0

- A. Employees in the designated classification list in Attachment "A", who obtain certificates or licenses beyond those required, as a condition precedent for being employed in the position, will receive an additional percentage of their base salary or hourly wage for each additional certificate or license they obtain and maintain.

The City shall post and make available to the affected employees the incentive percentages, as well as the procedures and details of the incentive programs, as they apply to different departments.

For FY ~~2023-2024~~ 2024-2025 the parties agree that the City will increase Teamsters bargaining Unit employees' wages by five percent (5%) or ~~\$1.22~~ 1.50 per hour, whichever is greater, effective October 1, 202~~4~~3. A bargaining unit employee who has reached the top of his / her pay range shall receive a one-time bonus in lieu of a wage increase, subject to the limitations set forth in section 22.0 (B), below.

In addition to the five (5) percent increase, eligible employees will receive a compression increase based on longevity in their current position as illustrated in Appendix B.

- B. Pay (wage) Increases will only be awarded to employees who were employed and on the payroll on October 1, 202~~4~~3 and are currently working. Retroactive Pay shall only be awarded to unit members currently employed at the time the contract is approved by the CITY and implemented (paid) by payroll.
- C. All employees in the following classifications will receive a two and one-half (2 ½) hour minimum call-out for call backs and court appearances: Police Aides, Crime Scene Investigators, Animal Control Officers, and Evidence Custodians. All other contract Articles will remain in force.
- D. The City Manager can institute selective increases for Bargaining Unit members with the approval of the Union, without having to re-open the Collective Bargaining Unit Agreement.

EMERGENCY PAY

- E. In the case of declared emergency, the rate of pay shall follow the City of Fort Pierce Emergency Pay Policies, which are in the City's Personnel Rules and Regulations.

ATTACHMENT A

INCENTIVES

Certification Compensation Schedule for all Departments (that have an agreed upon 5% incentive) *

1. First certification compensated at	5% pay increase
2. Second certification compensated at	5% pay increase
3. Third certification compensated at	5% pay increase
4. Fourth certification compensated at	3% pay increase
5. Fifth certification compensated at	3% pay increase
6. Sixth certification compensated at	3% pay increase
7. All additional certifications compensated at	1% pay increase

*Note: Each pay increase is contingent upon the employee's agreement to utilize each acquired certification, in performance of his/her duties as assigned by the Department Head, for a minimum of two calendar years from the date the certification is posted on the State DBPR website (for Building Department) or received by the employee for other Departments. This two-year period will be referred to as the employee retention period, the employee will be responsible to refund the Department for all expenses incurred, i.e.: testing, seminars, continuing education courses, study materials and training classes.

Certifications must be in the skills area provided by the City and a skill that is utilized by the employee in performing his/her essential job functions.

If a certificate was obtained by the individual, prior to employment by the City of Fort Pierce, and the employee was compensated above the minimum pay rate of the classification in which he/she works, an increase shall not be given.

Documentation must be provided within forty-five (45) calendar days of receiving the certification to the HR office.

No retro payment will be made if time elapses (45 days) between the employee receiving the certificate and notifying HR.

Certification must be maintained via Continuing Ed courses or by re-certifying (or the updated version) in order to be in compliance with the incentive.

In the event of a significant job/ duties change (one department to another) or promotion, the 5% certification process begins again.

DEPARTMENT: BUILDING

<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Building Inspector	DBPR	5%
Electrical Inspector	DBPR	5%
Mechanical, Gas & Plumbing Inspector	DBPR	5%

Building Inspectors & Plan Reviewers:

Employees that strive for additional certifications enhance their value to the Department, thus obtaining additional certifications is encouraged. Below is a listing of the 16 certifications that may be obtained by a building inspector or plan reviewer:

<u>INSPECTOR CLASSIFICATION</u>	<u>PLANS EXAM CLASSIFICATION</u>
1 & 2 Fam. Dwelling Inspector	1&2 Fam. Dwelling Plans Examiner
Commercial Building Inspector	Commercial Building Plans Examiner
Commercial Electrical Inspector	Commercial Electrical Plans Examiner
Commercial Plumbing Inspector	Commercial Plumbing Plans Examiner
Commercial Mechanical Inspector	Commercial Mechanical Plans Examiner
Coastal Construction Inspector	
Certified Flood Plain Manager	<u>PERMIT SPECIALIST / OFFICE PERSONNEL</u>
Certified Building Official	ICC Permit Technician Certification
ICC Permit Technician Certification	Certified Flood Plain Manager
ICC Property Maintenance Inspector	ICC Property Maintenance Inspector

DEPARTMENT: PUBLIC WORKS

ASE Certification- five percent (5%) each for a limit of three (3) Certifications per employee.

<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Mechanic, Garage Foreman	ASE	5%
Sr. Storekeeper (parts) Garage Foreman	Automotive Service Consultant ASE (C1)	5%
Sr. Storekeeper (parts) Garage Foreman	Parts Specialist Certification ASE Test P1, P2	5%
Parks	NPRA – Parks Recreation	5%
Streets	IMSA – Sign, pavement marking	5%
Fac. Maint., Streets, Parks	MOT – Maintenance of Traffic – TTC (Temporary Traffic Control)	5%
Streets	Stormwater Operator (FSA)	5%
Parks	Certified ISA Arborist	5%
Parks	Certified Irrigation Landscape Designer	5%
Parks	FNGLA Certified Landscape Maintenance	5%
Maintenance Personnel	Playground Maintenance Certification	5%
Parks and Recs Personnel	Master Gardener Certification	5%
Sanitation Drivers	SWANA (Solid Waste Association of North America)	5%

Garbage drivers will receive 5% additional pay, if qualified to operate three vehicles (Grapple, Sideloader, Frontloader)

DEPARTMENT:	CODE COMPLIANCE & ANIMAL CONTROL

<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Violations Inspector/ Code Compliance Officer	FACE, AACE	5%
	Parking Enforcement Specialist	5%
Animal Control Officer	Chemical Capture	2%
	Euthanasia	2%
	Animal Cruelty Investigations	2%
	FACA	5%
SWANA (must meet Recertification reqs)	Sanitation Drivers	5%

DEPARTMENT:	POLICE

<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Investigative Assistant	NCIC/FCIC	3%
Crime Analyst	Crime Analyst Certification	3%
Crime Analyst	Crime Prevention Techniques	3%
Crime Scene Investigator	NCIC/FCIC- User	3%
Crime Scene Investigator	Fingerprint ID & Classification	5%
Crime Scene Investigator	IAI/ FDIA	3%
Records Specialist	NCIC/FCIC - Limited Access	3%
Records Specialist	NCIC/FCIC - User	3%
Records Specialist	Terminal Agency Coordinator (TAC)	3%
Community Service Officer	NCIC/FCIC	3%
Community Service Officer	Terminal Agency Coordinator (TAC)	3%
Community Service Officer (as assigned by the city)	Parking Enforcement Specialist	5%
Evidence Technician	NCIC/FCIC	3%
Secretary II	NCIC/FCIC	3%

ARTICLE 23

SEVERABILITY

SECTION 23.0

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 be come null and *void*; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 24

ALCOHOL, DRUGS AND CONTROLLED SUBSTANCE EXAMINATION/TESTING PROCEDURES

SECTION 24.0

The City reserves the right to require all employees to be tested for the use of alcohol, drugs or controlled substances (hereinafter referred to as "drugs", "drug testing", or "testing"). If a state or federal law or regulation requires random or other types of drug testing of any employee in this bargaining unit, the City will begin conducting such testing of employees, as soon as required, and as provided by the law. The City will provide a list to the Union of the job classifications identified. All testing will be done at Florida Health and Rehabilitative Services (HRS) approved facilities.

SECTION 24.1

The City reserves the right, at any time, to request any employee to take a drug test and/or physical examination based on reasonable suspicion. Reasonable suspicion is a belief that an employee is using or has used drugs in violation of this Article, drawn from specific, objective, and articulate facts and reasonable inferences drawn from those facts.

SECTION 24.2

The testing outlined for drugs in Sections 24.0 and 24.1 of this Article will be administered in accordance with the following provisions:

- A. Any employee may be subject to an investigation which may include, but not limited to, drug detection and testing, urinalysis, saliva testing, or any other medically recognized testing procedure. Prior to being tested, the employee will be given the opportunity to present any evidence of legal substances he/she has taken which may affect the accuracy of the test results. The employee may consult with his/her Union Steward before being tested, providing such consultation does not delay the testing for more than thirty (30) minutes.

If the employee is ordered to be tested based upon reasonable suspicion or the City is advised of any positive test result, the City in its sole discretion, shall decide whether the employee should be returned to a limited duty capacity or relieved of duty pending the results of the testing. If relieved of duty, the employee will be suspended without pay. If permitted to continue working pending the results of the testing, the employee shall not be permitted to operate any equipment or perform any function that could present a danger to the health, safety, or welfare of the public, co-workers, or the employee, and shall not be permitted to operate a motor vehicle. If the test results are negative for the presence of drugs, an employee who has been suspended will be paid for time lost. Using the initial sample will be conducted to ensure accurate results.

- B. An employee who is tested on a reasonable suspicion basis will be placed on an administrative *leave* with pay status, pending the outcome of the test(s). In those cases when a drug test is negative, departmental "field calendars" will not reflect an absence.
- C. If the test result is negative, a second test will not be conducted, and the employee will be returned to work. If the first test is positive and the second test is negative, the employee will be returned to work. In

the event either the first or second test is negative, no disciplinary action related to drug use will be taken, and no record will be placed in an employee's file that the drug testing occurred.

- D. When an employee is suspected of using or being under the influence of drugs, as opposed to alcohol, a test will be conducted for the presence of drugs only.

SECTION 24.3

Employees suspected of using or being under the influence of alcohol will be subject to undergo a Breathalyzer examination only. This test will be administered by qualified personnel.

SECTION 24.4

An initial probationary employee who tests positive will be terminated and no appeal shall be permitted. Prior to being a subject for testing, a classified employee may seek assistance for drug/alcohol use or abuse and will not be disciplined. Any employee who uses this one-time option shall be subject to random testing, while on duty, for a period of two years. The City retains the right to discipline employees for other serious offenses that have been committed. The City will not pursue criminal prosecution as a routine part of its substance testing procedures.

The City is a zero-based drug/alcohol tolerance employer. An employee testing positive for drugs (as determined illegal by Federal or State Law) shall be terminated. Employees testing positive for alcohol concentration as low as 0.02 shall be terminated.

In the event the Employee Assistance Program is no longer offered, the employee must seek, either through self-referral or recommendation of a professional counselor/doctor or counseling service, the assistance of any medical facility or agency (i.e., various hospitals offering dependency programs, PAR, Inc., or similar agency) licensed to provide a comprehensive rehabilitative program(s) for individuals with substance use problems. The rest of this Section would continue to be applicable.

SECTION 24.5

In the recognition of the importance of having a drug-free work force worthy of the respect and trust of the public, the following shall be the policy for employees who are guilty or plead nolo contendere of misconduct related to the use, possession, or sale of drugs:

Employees who sell illegal drugs or controlled substances, whether on or off duty, shall be terminated from employment unless the Department Director can document mitigating circumstances and obtain the approval of the Personnel Director not to terminate.

Employees who are in possession of or using illegal substances, or are consuming alcohol while on duty, including meal and rest periods, shall be terminated from employment unless the Department Director can document mitigating circumstances and obtain the approval of the Personnel Director not to terminate.

Employees who are under the influence of illegal substances or alcohol while on duty shall be disciplined in accordance with the City's Code of Conduct, although other misconduct occurring at the same time may result in more severe discipline, depending upon the nature of the misconduct.

Employees who are in possession of illegal substances or drug paraphernalia while off duty, and said possession

constitutes a misdemeanor, shall be disciplined (City's Code of Conduct) for the first offense and terminated for the second offense, unless a nexus exists between the employee's position and the drug possession, in which case the employee shall be terminated for the first offense.

Employees involved in an accident or employee(s) directly contributing to an accident (defined as a sudden unexpected event) that requires medical treatment from a Doctor or is involved in an accident that causes damage to City equipment or citizens property will be subject to drug and alcohol testing.

The policy contained in the City's Rules and Regulations regarding what occurs in the event an employee who is required to possess a driver's license for his/her position and who loses his/her driver's license shall apply to an employee who is off duty and driving under the influence.

SECTION 24.6

When an employee requests Union assistance, the City agrees to make a reasonable effort to contact a Union Officer, following the chain of command designated on the Union organizational chart. In no instance will the City delay the substance test for more than half an hour while attempting to contact a Union Official.

SECTION 24.7

At the time of implementation of this Contract, all employees shall be put on notice that the City is committed to employing a drug-free work force. Said notice will also include encouragement for employees, who may have a substance use or abuse problem, to seek professional assistance on a confidential basis from the City's Employee Assistance Program or a source of their own choosing. The penalties for both on or off-duty use, possession, or sale of illegal substances, controlled substances, or alcohol contained in this Article shall also be communicated to employees.

SECTION 24.8

To ensure that illegal contraband (drugs, alcohol, etc..) do not enter or affect the workplace, the City of Fort Pierce reserves the right to search all City vehicles, containers, lockers or other items on City of Fort Pierce's property. In furtherance of this policy, individuals may be required to display personal property for visual inspection upon the City of Fort Pierce's request. Failure to consent to a search or display of personal property for visual inspection will be grounds for discharge and denial of access to City premises.

SECTION 24.9

In the event of invalidation of this Article, or Section of this Article, both the Employer and Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for said Article or Section.

SECTION 24.10

All civilian employees, who work in the Evidence Section or as Crime Scene Investigators of the Police Department, will be subject to random drug testing on the same basis currently in use for certified law enforcement personnel.

ARTICLE 25

SAFETY

SECTION 25.0

The City and the Union agree that the safety of employees and the public at large is of primary concern. To that end, no employee shall be required to operate unsafe equipment or vehicles. If the employee has reason to believe the equipment or vehicles are unsafe, he/she will immediately contact the Supervisor, who will examine or have the equipment or vehicle examined, to determine its usable condition.

SECTION 25.1

The appropriate departmental Steward will be permitted to sit as a member of the Accident Review Committee and will provide necessary input in discussing situations concerning his/her Department.

SECTION 25.2

The City shall provide employees with appropriate personal protective equipment (PPE) needed to perform their duties. Employees who do not wear their PPE will be subject to the progressive discipline process.

ARTICLE 26

BEREAVEMENT LEAVE

SECTION 26.0

The employee may 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. Employees must use the bereavement leave within 30 calendar days of the immediate family member's death.

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).

ARTICLE 27

RETIREMENT PLAN

SECTION 27.0

The ordinance pertaining to the City of Fort Pierce Retirement and Benefit System will be amended to provide for a benefit accrual rate of three percent (3%) for Teamsters members employed by the City who are subject to collective bargaining. This change will be effective upon final adoption of the ordinance amendment.

Below are the changes for new employees hired on or after October 1, 2012:

1. As of November 5, 2018, the vesting period will change from 10 years to 5 years.
2. Capping the 3.0 percent multiplier to a maximum ceiling of 100 percent of the final average salary for more than 25 years of service. The first 25 years of service covers the 75 percent of the final annual salary with an annual maximum pension payment not to exceed \$115,000.
3. Regardless of years of service, the maximum pension payment will not exceed \$115,000.00.
4. Overtime hours used in the calculation of pension benefits are capped at 300 hours. The first 300 hours in a fiscal year.
5. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Below are the changes for employees who started with the City prior October 1, 2012:

1. The annual maximum pension payment is 100% of the final average salary, not to exceed the maximum allowable under section 401 of the IRS code.
2. The maximum of 300 overtime hours can be used in the calculation of pension benefits annually. The first 300 hours in a fiscal year only.
3. Accrued unused vacation and sick leave under the current policy through September ~~2730~~, 2012 can be used in the calculation of pension benefits; those hours earned after September ~~2730~~, 2012 cannot be used in the benefit calculations.

SECTION 27.1

1. Effective November 5, 2018, the vesting period will change from 10 years to 5 years.

ARTICLE 28

DURATION OF AGREEMENT

SECTION 28.0

This Agreement shall take effect October 1, 202~~43~~, and shall continue in full force and effect until midnight of September 30, 202~~64~~.

SECTION 28.1

The parties agree to re-open Article 22 (Wages) of this Contract for FY 2025-2026 in May of 2025.

The parties also agree to open this entire Contract for negotiations no later than the end of May 2026~~June 2024~~.

**FOR THE CITY OF
FORT PIERCE:**

**FOR TEAMSTERS LOCAL
UNION 769:**

Linda Hudson **Date**
Mayor

Steve Myers **Date**
Union Representative

~~Nicholas C.~~ **Date**
~~Mimms~~Linda Cox
Acting
City Manager

Union Steward **Date**

~~Mike Reals~~ **Date**
DeVoshay Johnson
Witness

Witness **Date**

~~DeVoshay Johnson~~ **Date**
Jared Sorensen
Chief Negotiator

APPROVED AS TO FORM AND CORRECTNESS

BY: _____
Sara Hedges, Esq.
City Attorney
CITY ATTORNEY

APPENDIX A

<u>Animal Care Lead</u>	<u>Marina Maintenance Technician</u>
<u>Animal Care Specialist</u>	<u>Marina Storekeeper</u>
<u>Animal Control Officer</u>	<u>Master Mechanic - Diesel</u>
<u>Automotive Mechanic</u>	<u>Master Mechanic - Garage</u>
<u>Chief Irrigation Specialist</u>	<u>Permit Specialist</u>
<u>Chief Tree Trimmer</u>	<u>Permit Specialist Senior</u>
<u>Code Enforcement Officer</u>	<u>Public Works Inspector</u>
<u>Communications Specialist</u>	<u>Records Management Coordinator</u>
<u>Community Resource Specialist</u>	<u>Records Specialist</u>
<u>Community Service Officer</u>	<u>Sanitation Driver I</u>
<u>Community Service Officer, Senior</u>	<u>Sanitation Driver II</u>
<u>Crime Analyst</u>	<u>Sanitation Foreman</u>
<u>Crime Scene Investigator</u>	<u>Senior Animal Control Officer</u>
<u>Diesel Mechanic</u>	<u>Senior Code Enforcement Officer</u>
<u>Dockmaster</u>	<u>Senior Storekeeper</u>
<u>Electrician</u>	<u>Sign Maintenance Technician</u>
<u>Equipment Operator III – Parks</u>	<u>Stormwater Assistant/GIS Specialist</u>
<u>Equipment Operator III – Streets</u>	<u>Tree Trimmer</u>
<u>Equipment Operator IV – Parks</u>	<u>Trolley Driver</u>
<u>Equipment Operator IV – Streets</u>	<u>Victim Advocate</u>
<u>Evidence Technician</u>	
<u>Facilities Maintenance Technician</u>	
<u>Facilities Maintenance Technician Assistant</u>	
<u>Facility Program Specialist</u>	
<u>Foreman – Garage</u>	
<u>Foreman I – Parks & Grounds</u>	
<u>Foreman I – Streets</u>	
<u>Foreman II – Facilities Maintenance</u>	
<u>Foreman II – Sanitation</u>	
<u>Foreman II – Streets</u>	
<u>GIS Analyst I</u>	
<u>GIS Analyst II</u>	
<u>Golf Lead Greenskeeper</u>	
<u>Grant Coordinator</u>	
<u>Grant Writer</u>	
<u>Ground Maintenance Specialist</u>	
<u>Irrigation Specialist</u>	
<u>Lead Community Service Officer</u>	
<u>Lead Victim Advocate</u>	
<u>Maintenance Repair Worker - Facilities</u>	
<u>Maintenance Repair Worker – Streets</u>	
<u>Maintenance Worker – Parks & Grounds</u>	
<u>Maintenance Worker – Solid Waste</u>	
<u>Maintenance Worker – Streets</u>	
<u>Marina Assistant Dockmaster</u>	
<u>Marina Concierge Retailer</u>	
<u>Maina Dock Attendant</u>	

APPENDIX B

APPENDIX B

Employee Title	Position	Years in Position	Truncated to Quartile	Hourly Rate	Current Annual Salary	5%	\$1.50	October 1, 2024 Hourly Rate	October 1, 2024 Annual Salary	Current Grade	Min	Max	Proposed Salary	Cost to Proposed Salary
	Date	Position	3rd Quartile Max					5% or \$1.50 Whichever is greater	5% or \$1.50 Whichever is greater				Formula: (Max-Truncated to Quartile)*Min	
FACILITIES MAINT TECH ASST.	02/06/2017	7.58	8.00	18.6800	38,854.40	\$0.93	\$1.50	\$20.18	41,974.40	45	33,650.00	55,600.00	44,625.00	2,650.60
SANITATION DRIVER	10/16/2023	0.88	0.00	20.4300	42,494.40	\$1.02	\$1.50	\$21.99	45,614.40	46	36,900.00	61,200.00	36,900.00	-
SANITATION DRIVER	08/06/2018	6.08	4.00	22.2800	46,342.40	\$1.11	\$1.50	\$23.78	49,462.40	46	36,900.00	61,200.00	42,975.00	-
FACILITIES MAINT TECH ASST.	06/21/2004	20.20	12.00	20.6900	43,035.20	\$1.03	\$1.50	\$22.19	46,155.20	45	33,650.00	55,600.00	50,112.50	3,957.30
GROUND MAINTENANCE SPECIALIST	09/03/2019	5.00	4.00	17.8300	37,086.40	\$0.89	\$1.50	\$19.33	40,206.40	45	33,650.00	55,600.00	39,137.50	-
ANIMAL CARE SPECIALIST I	10/30/2023	0.84	0.00	15.0000	31,200.00	\$0.75	\$1.50	\$16.50	34,320.00	43	31,200.00	46,500.00	31,200.00	-
FACILITIES MAINT TECHNICIAN	03/23/2015	9.45	8.00	22.1700	46,113.60	\$1.11	\$1.50	\$23.67	49,233.60	46	36,900.00	61,200.00	49,050.00	-
FOREMAN - GARAGE	01/30/2020	4.59	4.00	32.6970	68,009.76	\$1.63	-	\$34.33	71,410.25	49	49,500.00	81,650.00	57,387.50	-
STREETS MAINTENANCE REPAIRWORKER	07/15/2024	0.14	0.00	18.0000	37,440.00	\$0.90	\$1.50	\$19.50	40,560.00	45	33,650.00	55,600.00	33,650.00	-
PUBLIC WORKS INSPECTOR	02/25/2019	5.53	4.00	21.1430	64,777.44	\$1.56	-	\$32.70	68,016.31	49	49,500.00	81,650.00	57,387.50	-
PERMIT SPECIALIST	07/05/2022	2.16	0.00	20.8200	43,305.60	\$1.04	\$1.50	\$22.32	46,425.60	46	36,900.00	61,200.00	36,900.00	-
PARKS EQUIP. OPERATOR III	05/15/2023	1.30	0.00	18.5800	38,646.40	\$0.93	\$1.50	\$20.08	41,766.40	46	36,900.00	61,200.00	36,900.00	-
ANIMAL CARE SPECIALIST I	07/24/2023	1.11	0.00	16.2200	33,737.60	\$0.81	\$1.50	\$17.72	36,657.60	43	31,200.00	46,400.00	31,200.00	-
POLICE VICTIM ADVOCATE	04/10/2023	1.40	0.00	24.6800	51,334.40	\$1.23	\$1.50	\$26.18	54,454.40	48	44,500.00	74,200.00	44,900.00	-
STREETS FOREMAN II	01/24/2019	5.61	4.00	33.4800	69,363.84	\$1.67	-	\$35.02	72,832.03	49	49,500.00	81,650.00	57,387.50	-
MARINA CONCERGE RETAILER	11/14/2016	7.81	8.00	25.5000	53,040.00	\$1.28	\$1.50	\$27.00	56,160.00	46	36,900.00	61,200.00	49,050.00	-
POLICE LEAD VICTIM ADVOCATE	07/08/2022	2.16	0.00	29.6520	61,676.16	\$1.48	\$1.50	\$31.15	64,796.16	49	49,500.00	81,650.00	49,500.00	-
POLICE COMMUNITY SERVICE OFFICER	05/12/2024	0.31	0.00	17.7900	37,003.20	\$0.89	\$1.50	\$19.29	40,123.20	46	36,900.00	61,200.00	36,900.00	-
PARKS FOREMAN I	12/28/2022	1.68	0.00	25.4500	52,956.00	\$1.27	\$1.50	\$28.95	56,026.00	46	44,500.00	74,200.00	44,900.00	-
STREETS EQUIP. OPERATOR III	03/07/2023	1.49	0.00	22.0200	45,801.60	\$1.10	\$1.50	\$23.52	48,921.60	46	36,900.00	61,200.00	36,900.00	-
STREETS MAINTENANCE REPAIRWORKER	05/15/2024	0.30	0.00	15.0000	31,200.00	\$0.75	\$1.50	\$16.50	34,320.00	45	33,650.00	55,600.00	33,650.00	-
FACILITIES MAINT REPAIR WORKER	02/22/2022	2.53	0.00	17.8000	37,024.00	\$0.89	\$1.50	\$19.30	40,144.00	45	33,650.00	55,600.00	33,650.00	-
ANIMAL SHELTER PART-TIME ADMINISTRATIVE ASSISTANT	06/12/2023	1.23	0.00	18.2200	37,897.60	\$0.91	\$1.50	\$19.72	41,017.60	46	36,900.00	61,200.00	36,900.00	-
PARKS FOREMAN I	01/28/2019	5.60	4.00	22.8100	47,444.80	\$1.14	\$1.50	\$24.31	50,564.80	46	44,500.00	74,200.00	52,225.00	1,660.20
PARKS FOREMAN I	02/02/2012	12.59	12.00	26.3865	54,883.92	\$1.32	\$1.50	\$27.89	58,003.92	48	44,500.00	74,200.00	66,875.00	8,871.08
DIESEL MECHANIC	08/17/2021	3.05	0.00	23.0400	47,923.20	\$1.15	\$1.50	\$24.54	51,043.20	47	40,750.00	67,350.00	40,750.00	-
FACILITIES MAINT TECH ASST.	07/26/2021	3.11	0.00	19.2200	39,977.60	\$0.96	\$1.50	\$20.72	43,097.60	45	33,650.00	55,600.00	33,650.00	-
STREETS FOREMAN I	11/11/1997	26.80	12.00	29.4735	61,304.88	\$1.47	\$1.50	\$30.97	64,424.88	48	44,500.00	74,200.00	66,875.00	2,450.12
CODE ENFORCEMENT OFFICER	01/17/2013	7.63	8.00	27.1530	56,478.24	\$1.36	\$1.50	\$28.65	59,598.24	48	44,500.00	74,200.00	59,550.00	-
ANIMAL CARE SPECIALIST I	07/24/2023	1.11	0.00	16.2200	33,737.60	\$0.81	\$1.50	\$17.72	36,657.60	43	31,200.00	46,400.00	31,200.00	-
AUTO MECHANIC	01/17/2022	2.63	0.00	24.2000	50,336.00	\$1.21	\$1.50	\$25.70	53,456.00	47	40,750.00	67,350.00	40,750.00	-
PARKS EQUIP. OPERATOR III	04/08/2019	5.43	4.00	21.9800	45,718.40	\$1.10	\$1.50	\$23.48	48,838.40	46	36,900.00	61,200.00	42,975.00	-
SANITATION DRIVER	12/19/2022	1.71	0.00	21.9700	45,697.60	\$1.10	\$1.50	\$23.47	48,817.60	46	36,900.00	61,200.00	36,900.00	-
ELECTRICIAN	10/07/2019	4.91	4.00	28.3185	58,902.48	\$1.42	\$1.50	\$29.82	62,022.48	47	40,750.00	67,350.00	47,400.00	-

APPENDIX B CONTINUED

APPENDIX B

POLICE EVIDENCE TECHNICIAN	07/21/2008	16.12	12.00	24.7900	\$1,563.20	\$1.24	\$1.50	\$26.29	54,683.20	47	40,750.00	67,350.00	60,700.00
FACILITIES MAINTENANCE WORKER	10/30/2017	6.84	4.00	18.2100	\$7,876.80	\$0.91	\$1.50	\$19.71	40,996.80	45	33,650.00	55,600.00	39,137.50
PERMIT SPECIALIST	11/03/2022	1.84	0.00	20.8200	\$3,305.60	\$1.04	\$1.50	\$22.82	46,425.60	46	36,900.00	61,200.00	36,900.00
POLICE COMMUNITY SERVICE OFFICER	11/29/2020	3.76	0.00	22.4900	\$6,779.20	\$1.12	\$1.50	\$23.99	49,899.20	46	36,900.00	61,200.00	36,900.00
CODE ENFORCEMENT OFFICER	07/24/2023	1.11	0.00	21.9600	\$5,676.80	\$1.10	\$1.50	\$23.46	48,796.80	48	44,900.00	74,200.00	44,900.00
AUTO MECHANIC	05/01/2006	18.34	12.00	27.9930	\$8,225.44	\$1.40	\$1.50	\$29.49	61,345.44	47	40,750.00	67,350.00	60,700.00
PERMIT SPECIALIST - SENIOR	06/24/2022	2.19	0.00	24.2400	\$0,419.20	\$1.21	\$1.50	\$25.74	53,539.20	47	40,750.00	67,350.00	40,750.00
STREETS MAINTENANCE REPAIR WORKER	11/14/2022	1.91	0.00	16.5600	\$4,444.80	\$0.83	\$1.50	\$18.06	37,564.80	45	33,650.00	55,600.00	33,650.00
POLICE RECORDS SPECIALIST	09/17/2012	11.96	12.00	26.9010	\$5,994.08	\$1.35	\$1.50	\$28.40	39,074.08	45	33,650.00	55,600.00	50,112.50
POLICE LEAD COMMUNITY SERVICE OFFICER	05/24/2021	3.28	0.00	24.6900	\$1,355.20	\$1.23	\$1.50	\$26.19	54,475.20	48	40,750.00	67,350.00	44,900.00
POLICE VICTIM ASSISTANT	08/01/2022	2.09	0.00	30.0510	\$2,506.08	\$1.50	-	\$31.55	65,631.38	47	40,750.00	74,200.00	36,900.00
PERMIT SPECIALIST	10/25/2022	1.86	0.00	20.8200	\$4,305.60	\$1.04	\$1.50	\$22.82	46,425.60	46	36,900.00	61,200.00	36,900.00
POLICE RECORDS SPECIALIST	11/27/2023	0.77	0.00	16.5900	\$4,320.00	\$0.83	\$1.50	\$18.08	37,440.00	45	33,650.00	55,600.00	36,900.00
PARKS EQUIP. OPERATOR III	05/30/2023	1.26	0.00	18.5800	\$8,646.40	\$0.93	\$1.50	\$20.08	41,766.40	46	36,900.00	61,200.00	49,050.00
SANITATION DRIVER	01/11/2016	8.65	8.00	22.6900	\$7,195.20	\$1.13	\$1.50	\$24.19	50,315.20	46	36,900.00	61,200.00	55,125.00
SANITATION DRIVER	11/30/2009	14.76	12.00	23.6000	\$9,088.00	\$1.18	\$1.50	\$25.10	52,208.00	46	36,900.00	61,200.00	36,037.50
CHIEF TREE TRIMMER	12/03/2018	5.75	4.00	22.8100	\$7,444.80	\$1.14	\$1.50	\$24.31	50,564.80	44	31,200.00	50,550.00	50,112.50
GROUND MAINTENANCE SPECIALIST	12/20/2000	23.71	12.00	21.9100	\$5,572.80	\$1.10	\$1.50	\$23.41	48,692.80	45	33,650.00	55,600.00	38,850.00
STREETS MAINTENANCE WORKER	02/25/2019	5.35	4.00	18.5700	\$8,625.60	\$0.93	\$1.50	\$20.07	41,745.60	45	33,650.00	55,600.00	38,137.50
TRAM OPERATOR (PART TIME)	03/02/2020	4.51	4.00	17.7000	\$6,816.00	\$0.89	\$1.50	\$19.20	39,936.00	43	31,200.00	46,500.00	47,400.00
POLICE CRIME ANALYST	04/06/2020	4.41	4.00	27.5415	\$7,286.32	\$1.38	\$1.50	\$29.04	60,406.32	47	40,750.00	67,350.00	42,975.00
SANITATION DRIVER	02/26/2018	6.52	4.00	22.2800	\$6,342.40	\$1.11	\$1.50	\$23.78	49,462.40	46	36,900.00	61,200.00	38,850.00
SCHOOL CROSSING GUARD	08/17/2016	8.05	8.00	19.9700	\$1,537.60	\$1.00	\$1.50	\$21.47	44,657.60	43	31,200.00	46,500.00	35,225.00
MASTER MECHANIC	04/20/2020	4.17	4.00	33.6945	\$7,084.56	\$1.68	-	\$33.98	73,588.79	48	44,900.00	74,200.00	31,200.00
SCHOOL CROSSING GUARD	07/31/2024	19.86	12.00	15.7200	\$2,697.60	\$0.79	\$1.50	\$17.22	35,817.60	43	31,200.00	46,500.00	34,200.00
PERMIT SPECIALIST	10/25/2004	1.09	0.00	23.3600	\$8,588.80	\$1.17	\$1.50	\$24.86	51,708.80	46	36,900.00	61,200.00	55,125.00
BUILDING INSPECTOR/INVESTIGATOR	04/24/2023	1.36	0.00	31.5630	\$5,651.04	\$1.58	-	\$33.14	68,933.59	51	59,800.00	98,800.00	59,800.00
CODE ENFORCEMENT OFFICER	07/07/2021	3.16	0.00	22.8100	\$7,444.80	\$1.14	\$1.50	\$24.31	50,564.80	48	44,900.00	74,200.00	49,900.00
STREET FOREMAN I	06/03/2019	5.25	4.00	24.8900	\$1,771.20	\$1.24	\$1.50	\$26.39	54,891.20	48	44,900.00	74,200.00	52,225.00
GOLF PROFESSIONAL ASSISTANT II	12/02/2018	5.76	4.00	21.7000	\$5,136.00	\$1.09	\$1.50	\$23.20	48,256.00	47	40,750.00	67,350.00	37,025.00
TRAM OPERATOR (PART TIME)	08/26/2019	5.02	4.00	18.1200	\$7,669.60	\$0.91	\$1.50	\$19.62	40,806.60	43	31,200.00	46,500.00	42,975.00
SCHOOL CROSSING GUARD	12/03/2012	11.75	12.00	16.7300	\$4,798.40	\$0.84	\$1.50	\$18.33	37,914.40	43	31,200.00	46,500.00	46,675.00
SANITATION DRIVER	06/11/2023	1.23	0.00	21.5500	\$4,824.00	\$1.08	\$1.50	\$21.83	47,944.00	46	36,900.00	61,200.00	36,900.00
DIGITAL EVIDENCE SPECIALIST I	02/07/2022	2.58	0.00	22.8200	\$7,465.60	\$1.14	\$1.50	\$24.82	50,585.60	47	40,750.00	67,350.00	40,750.00
AUTO MECHANIC	12/05/2016	7.55	8.00	25.0500	\$2,104.00	\$1.25	\$1.50	\$26.55	53,224.00	47	40,750.00	67,350.00	54,050.00
POLICE COMMUNITY SERVICE OFFICER	06/04/2020	6.25	4.00	23.2500	\$8,380.00	\$1.16	\$1.50	\$24.75	51,480.00	46	36,900.00	61,200.00	42,975.00
SANITATION DRIVER	10/16/2023	0.88	0.00	20.4300	\$4,494.40	\$1.02	\$1.50	\$21.93	45,614.40	46	36,900.00	61,200.00	36,900.00
PERMIT SPECIALIST	08/14/2023	1.06	0.00	19.9300	\$4,454.40	\$1.00	\$1.50	\$21.43	45,574.40	46	36,900.00	61,200.00	36,900.00
GOLF LEAD GREENKEEPER	12/13/2021	2.73	0.00	19.2700	\$0,081.60	\$0.96	\$1.50	\$20.77	43,201.60	46	36,900.00	61,200.00	36,900.00
ANIMAL CONTROL OFFICER	05/20/2024	0.29	0.00	19.5000	\$0,580.00	\$0.98	\$1.50	\$22.83	47,486.40	46	36,900.00	61,200.00	44,625.00
STREETS SIGN MAINTENANCE TECHNICIAN	12/13/2023	10.72	8.00	21.3300	\$4,386.40	\$1.07	\$1.50	\$21.83	47,486.40	45	33,650.00	55,600.00	39,137.50
POLICE RECORDS SPECIALIST	02/12/2018	6.56	4.00	19.8600	\$1,308.80	\$0.99	\$1.50	\$21.36	44,428.80	45	33,650.00	55,600.00	36,900.00
MARINA MAINTENANCE TECHNICIAN	12/11/2023	0.73	0.00	19.5144	\$0,589.90	\$0.98	\$1.50	\$21.01	43,709.95	46	36,900.00	61,200.00	36,900.00

APPENDIX B CONTINUED

APPENDIX B

SCHOOL CROSSING GUARD	12/03/2001	22.75	12.00	18,720.00	38,937.60	\$0.94	\$1.50	\$20.22	42,057.60	43	31,200.00	46,400.00	42,600.00	542.40
PARKS FOREMAN II	10/05/2015	8.91	8.00	31,300.5	65,105.04	\$1.57	-	\$32.87	68,360.29	49	49,300.00	81,650.00	65,475.00	-
SCHOOL CROSSING GUARD	05/12/2024	0.31	0.00	15,000.00	31,200.00	\$0.75	\$1.50	\$16.50	34,320.00	43	31,200.00	46,400.00	31,200.00	-
DIGITAL EVIDENCE SPECIALIST II	11/10/2021	2.82	0.00	25,440.00	53,331.20	\$1.28	\$1.50	\$27.14	56,451.20	48	44,900.00	74,200.00	44,900.00	-
PARKS MAINTENANCE WORKER	05/16/2022	2.30	0.00	17,400.00	36,192.00	\$0.87	\$1.50	\$18.90	39,312.00	45	33,650.00	55,600.00	33,650.00	-
SENIOR STOREKEEPER	11/23/2020	3.78	4.00	22,370.00	46,529.60	\$1.12	\$1.50	\$23.87	49,649.60	45	33,650.00	55,600.00	39,137.50	-
ANIMAL CONTROL OFFICER	01/21/2003	21.62	12.00	21,870.00	45,489.60	\$1.09	\$1.50	\$23.37	48,609.60	46	36,900.00	61,200.00	55,125.00	6,515.40
POLICE CRIME ANALYST	01/16/2018	6.63	4.00	27,079.5	56,325.36	\$1.35	\$1.50	\$28.58	59,445.36	47	40,750.00	67,350.00	47,400.00	-
SANITATION DRIVER	12/19/2022	1.71	0.00	21,970.00	45,697.60	\$1.10	\$1.50	\$23.47	48,817.60	46	36,900.00	61,200.00	36,900.00	-
ANIMAL CONTROL OFFICER	01/27/2020	4.60	4.00	18,960.00	39,436.80	\$0.95	\$1.50	\$20.46	42,556.80	46	36,900.00	61,200.00	42,975.00	418.20
GROUND MAINTENANCE SPECIALIST	12/29/2008	15.68	12.00	19,040.00	39,603.20	\$0.95	\$1.50	\$20.54	42,723.20	45	33,650.00	55,600.00	50,112.50	7,389.30
STREETS MAINTENANCE REPAIRWORKER	04/06/2020	4.41	4.00	16,710.00	34,756.80	\$0.84	\$1.50	\$18.21	37,876.80	45	33,650.00	55,600.00	39,137.50	1,260.70
STREETS EQUIP. OPERATOR III	07/21/2003	21.12	12.00	24,300.00	50,444.00	\$1.22	\$1.50	\$25.80	53,664.00	46	36,900.00	61,200.00	55,125.00	1,461.00
SOLID WASTE MAINTENANCE WORKER	10/10/2022	1.90	0.00	17,400.00	36,192.00	\$0.87	\$1.50	\$18.90	39,312.00	45	33,650.00	55,600.00	33,650.00	-
AUTO MECHANIC	11/25/2013	10.78	8.00	23,861.5	53,717.92	\$1.29	\$1.50	\$27.36	56,911.92	47	40,750.00	67,350.00	54,050.00	-
STREETS MAINTENANCE WORKER	04/12/2004	20.39	12.00	18,570.00	38,625.60	\$0.93	\$1.50	\$20.07	41,745.60	45	33,650.00	55,600.00	50,112.50	8,566.90
SANITATION DRIVER	11/28/2022	1.77	0.00	25,798.5	53,665.88	\$1.29	\$1.50	\$27.30	56,780.88	46	36,900.00	61,200.00	36,900.00	-
STREETS EQUIP. OPERATOR IV	03/14/2005	19.47	12.00	28,287.00	58,335.96	\$1.41	\$1.50	\$29.79	61,956.96	47	40,750.00	67,350.00	60,700.00	-
SANITATION DRIVER	10/16/2023	0.88	0.00	20,430.00	42,994.40	\$1.02	\$1.50	\$21.93	46,614.40	46	36,900.00	61,200.00	36,900.00	-
CODE ENF. OFFICER/PARKING SPCLST.	04/24/2021	3.36	0.00	22,810.00	47,444.80	\$1.14	\$1.50	\$24.31	50,564.80	48	44,900.00	74,200.00	44,900.00	-
CRIME SCENE INVESTIGATOR	02/07/2022	2.58	0.00	27,751.5	57,723.12	\$1.39	\$1.50	\$29.25	60,843.12	47	40,750.00	67,350.00	40,750.00	-
SOLID WASTE DIESEL MECHANIC	03/09/2015	9.49	8.00	28,308.00	58,880.64	\$1.42	\$1.50	\$29.81	62,000.64	47	40,750.00	67,350.00	54,050.00	-
BUILDING INSPECTOR/INVESTGR.	12/16/2019	4.72	4.00	33,323.5	69,123.60	\$1.66	-	\$34.89	72,579.78	51	59,800.00	98,800.00	69,550.00	-
FOREMAN - SOLID WASTE	02/07/2022	2.58	0.00	27,470.00	57,137.60	\$1.37	\$1.50	\$28.97	60,257.60	48	44,900.00	74,200.00	44,900.00	-
SOLID WASTE DIESEL MECHANIC	03/18/2020	0.46	0.00	19,590.00	40,747.20	\$0.98	\$1.50	\$21.09	43,867.20	47	40,750.00	67,350.00	40,750.00	-
PERMIT SPECIALIST	10/12/2020	3.89	4.00	20,820.00	43,305.60	\$1.04	\$1.50	\$22.32	46,425.60	46	36,900.00	61,200.00	42,975.00	-
MASTER MECHANIC	10/09/2017	6.90	4.00	28,308.00	58,880.64	\$1.42	\$1.50	\$29.81	62,000.64	48	44,900.00	74,200.00	52,225.00	-
POLICE RECORDS SPECIALIST	02/07/2022	2.58	0.00	18,720.00	38,937.60	\$0.94	\$1.50	\$20.22	42,057.60	45	33,650.00	55,600.00	33,650.00	-
SANITATION DRIVER	12/19/2022	1.71	0.00	21,970.00	45,697.60	\$1.10	\$1.50	\$23.47	48,817.60	46	36,900.00	61,200.00	36,900.00	-
FACILITIES FOREMAN II	08/16/2021	3.05	0.00	30,649.5	65,750.96	\$1.53	-	\$32.18	66,938.51	49	49,300.00	81,650.00	49,300.00	-
PARKS CHIEF IRRIGATION SPECIALIST	12/07/2015	8.74	8.00	24,540.00	51,043.20	\$1.23	\$1.50	\$28.04	54,163.20	47	40,750.00	67,350.00	54,050.00	-
PARKS MAINTENANCE WORKER	10/30/2023	0.84	0.00	15,750.00	32,760.00	\$0.79	\$1.50	\$17.25	35,880.00	45	33,650.00	55,600.00	33,650.00	-
PARKS FOREMAN I	11/02/2018	2.84	0.00	22,810.00	47,444.80	\$1.14	\$1.50	\$24.31	50,564.80	48	44,900.00	74,200.00	44,900.00	-
SANITATION DRIVER	02/28/2020	3.28	0.00	22,880.00	46,342.40	\$1.11	\$1.50	\$23.78	49,462.40	46	36,900.00	61,200.00	36,900.00	-
SENIOR CODE ENFORCEMENT OFFICER	04/04/2023	1.42	0.00	28,550.00	58,868.00	\$1.42	\$1.50	\$29.85	62,088.00	49	49,300.00	81,650.00	49,300.00	-
SANITATION DRIVER	04/03/2023	1.42	0.00	27,751.5	57,723.12	\$1.39	\$1.50	\$29.25	60,843.12	46	36,900.00	61,200.00	36,900.00	-
ANIMAL CARE LEAD	07/24/2023	1.11	0.00	18,220.00	37,997.60	\$0.91	\$1.50	\$19.72	41,017.60	45	33,650.00	55,600.00	33,650.00	-
STREETS EQUIP. OPERATOR III	11/13/2018	5.81	4.00	20,910.00	43,492.80	\$1.05	\$1.50	\$22.41	46,612.80	46	36,900.00	61,200.00	42,975.00	-
GROUND MAINTENANCE SPECIALIST	03/02/2023	1.51	0.00	18,710.00	37,676.80	\$0.91	\$1.50	\$19.71	40,996.80	45	33,650.00	55,600.00	33,650.00	-
SCHOOL CROSSING GUARD	09/06/2022	1.99	0.00	16,440.00	35,235.20	\$0.85	\$1.50	\$18.44	38,335.20	43	31,200.00	46,400.00	31,200.00	-
GROUND MAINTENANCE SPECIALIST	08/15/2005	19.05	12.00	20,220.00	43,097.60	\$1.04	\$1.50	\$22.22	46,217.60	45	33,650.00	55,600.00	50,112.50	3,894.90
SANITATION DRIVER	08/12/2019	5.06	4.00	22,880.00	46,342.40	\$1.11	\$1.50	\$23.78	49,462.40	46	36,900.00	61,200.00	42,975.00	-
BUILDING INSPECTOR/INVESTGR.	07/24/2023	1.11	0.00	30,061.5	62,527.92	\$1.50	-	\$31.56	65,654.32	51	59,800.00	98,800.00	59,800.00	-

APPENDIX B CONTINUED

APPENDIX B

SANITATION DRIVER	09/25/2023	0.94	0.00	21,710.00	45,165.80	\$1.09	\$1.50	\$1.50	\$23.21	48,216.80	46	36,900.00	61,200.00	36,900.00	-
PARKS MAINTENANCE WORKER	08/21/2023	1.04	0.00	15,860.00	32,588.80	\$0.79	\$1.50	\$1.50	\$17.36	36,108.80	45	33,650.00	55,600.00	33,650.00	-
MARINA STOREKEEPER	08/12/2023	1.23	0.00	18,720.00	38,937.60	\$0.94	\$1.50	\$1.50	\$20.22	42,057.60	44	31,200.00	50,550.00	31,200.00	-
MARINA ASSISTANT DOCKMASTER	02/25/2020	4.53	4.00	15,510.00	40,580.80	\$0.98	\$1.50	\$1.50	\$21.01	43,700.80	46	36,900.00	61,200.00	42,975.00	-
SCHOOL CROSSING GUARD	01/03/2023	1.67	0.00	16,440.00	34,195.20	\$0.82	\$1.50	\$1.50	\$17.94	37,315.20	43	31,200.00	46,400.00	31,200.00	-
LEAD SANITATION DRIVER	09/14/2022	1.97	0.00	24,320.00	50,585.60	\$1.22	\$1.50	\$1.50	\$25.82	53,705.60	47	40,750.00	67,350.00	40,750.00	-
POLICE RECORDS SPECIALIST	09/11/2012	11.96	12.00	25,240.00	52,499.20	\$1.26	\$1.50	\$1.50	\$26.74	55,619.20	45	33,650.00	55,600.00	50,112.50	-
PARKS FOREMAN I	01/28/2019	5.60	4.00	22,810.00	47,444.80	\$1.14	\$1.50	\$1.50	\$24.31	50,564.80	48	44,900.00	74,200.00	52,225.00	1,660.20
ANIMAL CARE SPECIALIST I	10/16/2023	0.88	0.00	15,750.00	32,760.00	\$0.79	\$1.50	\$1.50	\$17.25	35,880.00	43	31,200.00	46,400.00	31,200.00	-
FACILITIES MAINT REPAIR WORKER	01/24/2022	2.61	0.00	18,630.00	38,750.40	\$0.93	\$1.50	\$1.50	\$20.13	41,870.40	45	33,650.00	55,600.00	33,650.00	-
POLICE COMMUNITY SERVICE OFFICER	05/12/2024	0.31	0.00	17,790.00	37,003.20	\$0.89	\$1.50	\$1.50	\$19.29	40,123.20	46	36,900.00	61,200.00	36,900.00	-
FACILITIES MAINT TECHNICIAN	05/05/2012	12.33	12.00	22,730.00	47,278.40	\$1.14	\$1.50	\$1.50	\$24.23	50,398.40	46	36,900.00	61,200.00	55,125.00	4,726.60
PARKS IRRIGATIONS SPECIALIST	04/16/2012	12.38	12.00	20,570.00	42,785.60	\$1.03	\$1.50	\$1.50	\$22.07	45,905.60	45	33,650.00	55,600.00	50,112.50	4,206.90
ANIMAL CARE SPECIALIST I	04/01/2024	0.43	0.00	15,000.00	31,200.00	\$0.75	\$1.50	\$1.50	\$16.50	34,320.00	43	31,200.00	46,400.00	31,200.00	-
LEAD SANITATION DRIVER	09/15/2003	20.97	12.00	28,870.00	60,049.60	\$1.44	\$1.50	\$1.50	\$30.37	63,169.60	47	40,750.00	67,350.00	60,700.00	-
SCHOOL CROSSING GUARD	10/01/2002	21.93	12.00	18,720.00	38,937.60	\$0.94	\$1.50	\$1.50	\$20.22	42,057.60	43	31,200.00	46,400.00	42,600.00	542.40
PARKS EQUIP. OPERATOR III	04/10/2017	7.40	4.00	20,580.00	42,806.40	\$1.03	\$1.50	\$1.50	\$22.08	45,926.40	46	36,900.00	61,200.00	42,975.00	-
GROUND MAINTENANCE SPECIALIST	03/02/2023	1.51	0.00	18,860.00	39,228.80	\$0.94	\$1.50	\$1.50	\$20.36	42,348.80	45	33,650.00	55,600.00	33,650.00	-
CRIME SCENE INVESTIGATOR	04/06/2020	4.41	4.00	27,289.50	56,762.16	\$1.36	\$1.50	\$1.50	\$28.79	59,882.16	47	40,750.00	67,350.00	47,400.00	-
BUILDING INSPECTOR/INVESTIG.	10/19/2020	3.88	0.00	40,257.00	83,734.56	\$2.01	-	-	\$42.27	87,921.29	51	59,800.00	98,800.00	69,550.00	-
PERMIT SPECIALIST	12/28/2021	2.68	0.00	21,800.00	45,344.00	\$1.09	\$1.50	\$1.50	\$23.30	48,464.00	46	36,900.00	61,200.00	36,900.00	-
PARKS MAINTENANCE WORKER	03/07/2022	2.49	0.00	17,400.00	36,192.00	\$0.87	\$1.50	\$1.50	\$18.90	39,312.00	45	33,650.00	55,600.00	33,650.00	-
BUILDING INSPECTOR/INVESTIG.	07/24/2023	1.11	0.00	30,061.50	62,527.92	\$1.50	-	-	\$31.56	65,654.32	51	59,800.00	98,800.00	59,800.00	-
Total Costs:														79,100.50	-

CITY OF FORT PIERCE

AND THE

TEAMSTERS LOCAL UNION NUMBER 769

(GENERAL EMPLOYEE UNIT)

OCTOBER 1, 2024 to SEPTEMBER 30, 2026

Contract Ratified:
City Commission Approval:

CITY OF FORT PIERCE

UNION CONTRACT

WITH

TEAMSTERS LOCAL UNION NUMBER 769

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ARTICLE 1

PREAMBLE

SECTION 1.0

This Agreement is entered by and between the City of Fort Pierce, Florida, hereinafter referred to as the EMPLOYER and Teamsters Local #769, hereinafter referred to as the UNION. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to ensure the continuous, uninterrupted, efficient operations of the City; to provide prompt and peaceful adjustment of differences which may arise; and to establish the standards of wages, hours and other conditions of employment.

ARTICLE 2

RECOGNITION

SECTION 2.0

The City of Fort Pierce recognizes Teamsters Local #769, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agent for the job classifications in the unit designated by the Florida Public Employees Relations Commission in certification #287, and as described in the Joint Response & Stipulations of the Parties as attached hereto in Appendix A. Employees in an initial probationary period shall have no rights of appeal under the Agreement.

SECTION 2.1

Specifically excluded are the position classifications not listed in Appendix A.

SECTION 2.2

Nothing in this article shall require the City to fill any position classification.

SECTION 2.3

The City shall not enter into any agreement with the Teamster's bargaining unit employees concerning wages, hours of work, or any other terms and conditions of employment, without the written consent of the Union.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 3.0

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 schedule of work time, 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 jobs, 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 qualifications of employees; to determine the starting and quitting time and the number of hours to be worked.

SECTION 3.1

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.

SECTION 3.2

The exercise of the above rights in Sections 3.0 and 3.1 does not preclude employees or their representatives from conferring or raising questions about the practical consequences that decisions on these matters may have on terms and conditions of employment. However, the exercise of the rights in Section 3.1 is subject to grievance arbitration.

SECTION 3.3

The above rights of the City in Sections 3.0 and 3.1 are not all-inclusive but indicates the type of matters of rights which belong to and are inherent to the City in its capacity as management of the City of Fort Pierce.

SECTION 3.4

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 for a reasonable period of time during the time of the declared emergency. All pay provisions will continue in case of emergency condition.

ARTICLE 4

SUBCONTRACTING

SECTION 4.0

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 (layoff) of bargaining unit employees.

SECTION 4.1

The employer reserves the right to subcontract work while recognizing the Union'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 Union at least seven (7) days prior to when the request to subcontract is put on the City Commission Agenda. Simultaneous with such notice to subcontract which displaces regular unit employees, those employees will be notified and permitted to accept vacant advertised budgeted positions for which the employee is qualified within the City. The Union reserves the right to appear before the City Commission and express its position to the City Commission at the time the Commission considers the subcontracting agenda item. The City Commission's decision is final and not subject to appeal through the grievance arbitration procedure.

ARTICLE 5

STRIKES AND LOCKOUTS

SECTION 5.0

There will be no strikes, work stoppages, picket lines**, slowdowns, boycotts or concerted failure or refusal to perform assigned work by the employees or the Union and there will be no lockouts by the City for the duration of the Agreement. The Union 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 the union shall not be responsible for any act alleged to constitute a breach of the section if neither the Union or any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the union and its officers have used every possible means to prevent or terminate such action. It is agreed that any violation of the section shall be grounds for discharge and shall not be subject to a grievance except to determine if the violations did in fact occur.

**Picketing, as used in this article, shall be defined as picketing to support a work stoppage.

SECTION 5.1

Employees shall be required to cross picket lines to perform their duties regardless of which labor organization or group is conducting the picketing.

ARTICLE 6
DISCRIMINATION

SECTION 6.0

Employer and the Union 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 Union agree not to discriminate against any employee for his/her membership or non-membership in the Union.

ARTICLE 7

BULLETIN BOARDS

SECTION 7.0

The City agrees to furnish the below listed bulletin board space for the use of the Union. All Union notices will be approved and signed by a Union Representative prior to posting.

- 1) Public Work's Office (Hallway)
- 2) Streets Division
- 3) Building Maintenance
- 4) Parks Division
- 5) Garage Division
- 6) Solid Waste Department
- 7) Police Department
- 8) City Hall
- 9) Animal Shelter

ARTICLE 8

WORKING OUT OF CLASSIFICATION

SECTION 8.0

If an employee covered by this Agreement is temporarily assigned to a higher job classification than that which the employee occupies at the time of the temporary assignment, then the employee shall be paid a stipend of one (1) hour pay at time-and-a-half for each workday of the temporary assignment, beginning the first full work day of the assignment.

SECTION 8.1

An employee who temporarily performs work in a lower classification, totally different from his/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 9

OVERTIME

SECTION 9.0

An employee covered by this Agreement shall be paid at the rate of one and one-half (1.5) times his/her regular hourly base rate for all hours worked over forty (40) hours per week.

SECTION 9.1

The City shall not change an employee's hours of work solely for the purpose of avoiding overtime pay to the employees.

SECTION 9.2

Leave, excused and unexcused absences, will not be computed as time worked. HOLIDAYS will be computed as time worked.

SECTION 9.3

Standby pay- An employee on standby duty, and who is required to be available for call out at any time during the standby duty period, shall receive one hour token pay at time and one-half his/her regular rate for each regular work day on such standby status, and two (2) times his regular rate for such standby status on the employees' day off, holidays included. In addition, such employee in standby status will be paid, at his/her regular rate of pay, for all work actually performed when called to work from standby status.

SECTION 9.4

All overtime shall be offered equally by classification using an overtime distribution list. The list shall include the number of hours worked and offered to each employee by classification. Such list shall be updated daily to insure proper distribution of overtime.

SECTION 9.5

Compensatory time may be granted in lieu of overtime cash payments (by written agreement between the employee and supervisor). Compensatory time will be computed in the same manner as financial compensation would otherwise be computed. Compensatory time off shall be taken under this article as provided by the Fair Labor Standards Act, if such provision continues to be applicable for local government employees.

ARTICLE 10

GRIEVANCE/ARBITRATION PROCEDURE

SECTION 10.0

It is agreed between the parties that this grievance procedure is to be used to settle all disputes or differences between the City and the Union or any of its members employed by the City as to the meaning and the application of the provisions of this Agreement.

SECTION 10.1 - STEP 1

- A. An employee, his/her duly certified representative, or a designated member of a group having a grievance, who believes there has been a violation of this Agreement, shall reduce his/her complaint to writing on a form provided by the union, sign and date the form and file it with his immediate supervisor within five (5) working days from the date the alleged violation occurred. The written grievance shall contain the article(s) violated and a statement citing the complaint along with the remedy sought. The immediate supervisor shall answer the grievance in writing, within five (5) calendar days of the receipt of the grievance.
- B. Police Department Grievances: An employee at the Police Department or his/her duly certified representative, or a designated member of a group, who believes there has been a violation of this Agreement, shall reduce his/her complaint to writing on a form provided by the Union, sign and date the form and file it with his/her immediate supervisor within five (5) working days from the date the alleged violation occurred. The written grievance shall contain the article(s) violated and a statement citing the complaint along with the remedy sought. The immediate supervisor shall answer the grievance in writing, within five (5) calendar days of the receipt of the grievance. If the grievance is not resolved with the immediate supervisor, then the grievance shall be advanced to the Shift/Division Commander or Captain who shall within five (5) calendar days meet with the aggrieved employee and Union representative. The Shift/Division Commander or Captain shall respond in writing with a decision within five (5) calendar days of receipt. If the grievance is not resolved with the Shift/Division Commander, then the grievance shall be advanced to the Deputy Chief or Major of the aggrieved employee, who shall within five (5) calendar days meet with the aggrieved employee and union representative. The Deputy Chief or Major shall respond in writing within five (5) calendar days. If the grievance is not resolved with the Deputy Chief or Major, the grievance shall be advanced to the Chief of Police at Step 2.

SECTION 10.2 – STEP 2

If the dispute is not resolved in Step 1, the member, through his/her steward, shall submit the grievance to the Department Head within five (5) working days of the receipt of the grievance in Step 2, the Department Head shall hold a meeting with the grievant, his/her representative(s), and any other person the Department Head feels is necessary to discuss the allegations contained in the grievance.

The Department Head shall answer the grievance, in writing, within ten (10) calendar days of the meeting.

SECTION 10.3 - STEP 3

If the dispute is not resolved in Step 2, the Union may submit the written grievance to the City Manager within five (5) working days of receipt of the Step 2 answer. The City Manager shall schedule a meeting with the parties in Step 2 within five (5) working days of receipt of the grievance. The agenda of the meeting shall be limited to the matters raised in the original grievance. A final written decision on the dispute shall be given by the City

Manager within ten (10) calendar days of the meeting described in this Step.

If the decision of the City Manager does not resolve the dispute, either the City or the union may request that the grievance be appealed to arbitration in the manner described below. The time limits established in the article may be extended by mutual agreement or the parties.

Notwithstanding the procedure provided herein, a grievance may be submitted directly into the second or third step by mutual agreement of the City and the Union.

It is agreed that any grievance involving discharge of a non-probationary employee will be filed directly to Step 3.

SECTION 10.4 ARBITRATION

Any grievance which is not resolved in any of the Steps provided above may be appealed to arbitration. The party desiring arbitration shall give written notice of its intent to the other party within thirty (30) days, excluding weekends and holidays, following the date the Union receives the written answer in Step 3.

The party requesting arbitration shall apply to the Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators. As soon as possible after receipt of the panel, the City and the Union shall meet to select an arbitrator. The appealing party shall first strike the first name and then the parties shall strike names alternately until only one name remains, who shall be the Arbitrator.

The decision of the Arbitrator must be within the scope of his authority, as set forth herein, and confined to the grievance submitted for this determination.

- A. The Arbitrator shall confine him/herself to the facts developed at the hearing and which are directly related to the matter at issue.
- B. The Arbitrator shall not have the power to amend, modify, or delete any provision of the Agreement.
- C. In making his/her ruling, the Arbitrator shall have due regard for the essential and proper rights and responsibilities of management and shall not interpret this Agreement so as to further restrict or limit those rights and responsibilities.
- D. The Arbitrator may make no award which extends the period covered by the grievance.
- E. The decision of the Arbitrator shall be final and binding.
- F. If the Arbitrator finds he/she lacks authority to rule on the grievance, the matter shall be referred to the parties without decision or recommendation.

The parties shall each bear the cost for their own witnesses, other than the grievant, attending the hearing at their request. The losing party shall pay the cost of the Arbitrator's fees and expenses. Arbitrations shall be conducted at City facilities. The cost of transcript of the proceedings shall be borne by the party or parties requesting the transcript. Each party will pay its own Attorney's fees and expenses.

ARTICLE 11

CITY-WIDE SENIORITY

SECTION 11.0

City-Wide 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 11.1 - DEPARTMENTAL SENIORITY

Departmental seniority is defined as the length of employment within the employee's current department. Departmental seniority shall accrue as of the first day of employment or transfer into a new department.

SECTION 11.2 - 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. Seniority will be lost when an employee:

- A. Terminates voluntarily;
- B. Is discharged for cause;
- C. Exceeds an authorized leave of absence;
- D. Fails to return from recall within ten (10) days after receipt of such notice of recall given by the City (Certified Mail/Return Receipt Requested).

ARTICLE 12

REDUCTION IN FORCE

SECTION 12.0

Should a reduction in the public employer's work force become necessary, termination by force reduction, hereinafter referred to as layoff, shall be accomplished in the following manner:

- A. Layoff shall be by classification within a department. Upon establishing the number of employees to be laid *off* within a classification in a department, the employer shall layoff in accordance with qualifications, which reflects quality and quantity of work, work habits and classification and departmental seniority.
- B. No regular employee shall be laid *off* while there is an emergency, temporary, part-time or probationary employee serving in the same classification within the same department.
- C. The laid-off employee shall have the right to bump into a lower classification within the Department. This will be also based upon his/her qualifications and ability to do the work.
- D. The laid-off employee shall have the right to utilize his/her 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 qualifications and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within a specific department.
- E. The City will make available, annually, a seniority list of Bargaining Unit members.
- F. The City will maintain a list of bargaining unit employees who were laid off by the City for two (2) years 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. 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 13

REGULAR PROMOTION AND PROBATIONARY PERIODS

SECTION 13.0

A. Whenever there are promotional opportunities, the City shall promote the most qualified employee based upon the following factors:

- Ability to perform all the available work in the classification.
- Ability to meet reasonable performance standards for quality and quantity of work.
- Length of continuous service with the City, or cumulative length of service in the classification, if applicable.
- Overall work record with the City, if relevant to the employee's suitability for the job.
- Prior formal education, apprenticeship programs, specialized training schools, military training and assignments, job experience and any other relevant qualifications the individual may possess.

Employees serving an initial probationary period will not be considered for promotions during this initial probationary period.

B. Employees serving an initial probationary period shall not have their initial period extended beyond the six (6) months period.

The City shall have the sole prerogative and right for determining whether the promotional vacancy shall be filled.

ARTICLE 14

INSURANCE

SECTION 14.0

- A. The present or improved health insurance plans identified as Medical Plan 3559 (Basic Plan), Medical Plan 5901 (Affordable) and Medical Plan 3769 (Buy-Up Plan) will be continued until the end of the current BlueCross/BlueShield (BCBS) contract. Additionally, the present dental plans identified as Florida Combined Life will be continued.
- B. At the beginning of each fiscal year, October 1, bargaining unit members electing any of the City's Medical Health Plans, Basic Plan 3559, the "Buy-Up" Plan BCBS Medical Plan 3769, or the Affordable Care Act Plan 5901, shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay at least 90% and the employee will pay 10% 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.
- C. The City will furnish life insurance coverage in the amount of \$20,000 for all full-time regular bargaining unit members.
- D. Should the City provide improved insurance coverage benefits, or offer the same benefit at a lesser cost, to any other bargaining unit or classified civil service employee then such benefit shall be offered to the bargaining unit members.

ARTICLE 15

VACANT

ARTICLE 16

UNION REPRESENTATIVES

SECTION 16.0

A written list of the Union Stewards shall be furnished to the City prior to the effective date of their assuming duties of office. The Union shall notify the City promptly of any changes of such Union Stewards. One of the Union Stewards may be designated to serve as Chief Shop Steward in the absence of another Steward; however, approval may be denied by the immediate supervisor for extenuating circumstances as shortage of help or disruption of work during a special work project.

SECTION 16.1

The following sections outline the duties and responsibilities of Stewards in performance of their functions as recognized Union representatives. In those cases which cannot be resolved otherwise, Union Stewards shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which are within their jurisdiction, upon notifying and securing the approval of their immediate supervisor, without loss of pay. Productivity loss must be minimized. Union Stewards shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his/her work assignment, each Union Steward shall report to his immediate supervisor unless prior consent not to do so has been secured.

SECTION 16.2

It is agreed that all Union Stewards 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 Union Stewards in investigating, presenting and adjusting grievances or disputes. Solicitation of membership shall not be engaged in during working hours. No general Union membership meeting shall be held on city time.

SECTION 16.3

Union Stewards are subject to all City rules regarding the conduct of employees of the City.

SECTION 16.4

Upon request of the Union, employees may be granted leave without pay for Union business, with the approval of the City Manager.

SECTION 16.5

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

ARTICLE 17

HOLIDAYS

SECTION 17.0

The following days will be observed as holidays for all employees, subject to this Agreement:

- January 1st
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- June 19th
- July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

SECTION 17.1

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 17.2

Holidays which occur during annual leave shall not be charged against vacation 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 management.

SECTION 17.3

All employees shall receive holiday pay at their regular straight time rate for all recognized holidays. Should a holiday fall on an employees' regular day off, his/her next regularly scheduled work day shall be considered as his/her holiday.

SECTION 17.4

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half times his regular rate for all hours worked, if the hours total over forty (40) hours in a work week.

ARTICLE 18

VACATION LEAVE

SECTION 18.0

- 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 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 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/she shall not be compensated for any accrued vacation leave.

SECTION 18.1 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

- A. All regular employees shall accumulate vacation leave as follows:
 - 1. One (1) year of service, but less than five (5) years - 12 days/yr.
 - 2. Five (5) years of service, but less than ten (10) years - 14 days/yr.
 - 3. Ten (10) years of service but less than 15 years - 17 days/yr.
 - 4. Fifteen (15) years of continuous service and over - 20 days/yr.
- B. Earned vacation leave may be accumulated to a maximum, not to exceed forty-five (45) working days (effective October 1, 2012). Any accumulation over thirty (30) working days will be considered forfeited and lost at the beginning of the fiscal year. No employee can start with an accumulation of more than 30 days on October 1st. Vacation pay will be at the basic rate of pay for the normal work day.

SECTION 18.2 - USE OF VACATION LEAVE

- A. 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 Department Head, who shall schedule vacation leave, so as to meet the operating requirements of the department. Vacation leave assignments will be made in accordance with the preference of the employee, whenever possible. However, leave must be taken at the convenience of the Department. The Department Head's decision as to when leave may or may not be taken will be final.
- B. Vacation leave may be granted for the following purposes:

1. Vacation leave.
2. Absences for transaction of personal business which cannot be conducted during off-duty hours.
3. Religious holidays.
4. Sickness, once sick leave has been exhausted through illness.
5. Any absences from work not covered by other types of leave provisions established by these rules.

SECTION 18.3 - 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 forty-five (45) days.

ARTICLE 19

SICK LEAVE

SECTION 19.0

- A. **RATE AT WHICH SICK LEAVE IS EARNED** - All bargaining unit employees earn sick leave credits, at the rate of one (1) working day 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.
- B. **REQUEST FOR SICK LEAVE** - To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor, division or department head prior to, or within two (2) hours after the time set for beginning the daily duties. An employee in a unit operating on a work schedule other than 8:00 a.m. to 5:00 p.m., must notify the Department within the time limit established by the appropriate Department Head.
- C. **USE OF SICK LEAVE** - Sick leave may be granted for the following purposes:
1. Personal injury or illness not connected with work.
 2. Pregnancy.
 3. Necessary appointments with physicians or dentists.
 4. Exposure to a contagious disease which would endanger others.
 5. Illness of a member of the employee's household which requires the personal care and attention of the employee.
- D. **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.
- E. **CERTIFICATION BY A PHYSICIAN** - Whenever an employee uses sick leave in excess of three (3) consecutive days, they may be required by the Department Head to submit a certificate from a licensed physician. When it is determined that an employee's use of sick leave is not justified, 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 up to suspension or dismissal.
- F. **UNUSED SICK LEAVE** - 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 forty-five (45) days.
- G. 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 ninety (90) days.
- H. Employees who do not use all 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 ninety (90) days. 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 20

MAINTENANCE OF STANDARDS

SECTION 20.0

It is agreed that the specific benefits, rights and privileges enumerated in this Contract shall remain in force throughout the term of the Contract. Past practices of the employer, not contained in this Contract, shall not be a part of this Agreement. The following benefits, procedures and practices will be continued for the life of this Agreement; Standby duty, Pension, City time for approved examinations and funeral leave (in accordance with the Personnel Rules and Regulations).

ARTICLE 21

EDUCATIONAL REIMBURSEMENT

SECTION 21.0

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, for pre-approved, work- related courses. 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. The two (2) years applies to an employee who resigns. Employees in the DROP are not eligible for this program.

Bargaining Unit members who wish to participate in the educational reimbursement program should notify the department head 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.

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

ARTICLE 22

WAGES

SECTION 22.0

- A. Employees in the designated classification list in Attachment "A", who obtain certificates or licenses beyond those required, as a condition precedent for being employed in the position, will receive an additional percentage of their base salary or hourly wage for each additional certificate or license they obtain and maintain.

The City shall post and make available to the affected employees the incentive percentages, as well as the procedures and details of the incentive programs, as they apply to different departments.

For FY 2024-2025 the parties agree that the City will increase Teamsters bargaining Unit employees' wages by five percent (5%) or \$1.50 per hour, whichever is greater, effective October 1, 2024. A bargaining unit employee who has reached the top of his / her pay range shall receive a one-time bonus in lieu of a wage increase, subject to the limitations set forth in section 22.0 (B), below.

In addition to the five (5) percent increase, eligible employees will receive a compression increase based on longevity in their current position as illustrated in Appendix B.

- B. Pay (wage) Increases will only be awarded to employees who were employed and on the payroll on October 1, 2024 and are currently working. Retroactive Pay shall only be awarded to unit members currently employed at the time the contract is approved by the CITY and implemented (paid) by payroll.
- C. All employees in the following classifications will receive a two and one-half (2 ½) hour minimum call-out for call backs and court appearances: Police Aides, Crime Scene Investigators, Animal Control Officers, and Evidence Custodians. All other contract Articles will remain in force.
- D. The City Manager can institute selective increases for Bargaining Unit members with the approval of the Union, without having to re-open the Collective Bargaining Unit Agreement.

EMERGENCY PAY

- E. In the case of declared emergency, the rate of pay shall follow the City of Fort Pierce Emergency Pay Policies, which are in the City's Personnel Rules and Regulations.

ATTACHMENT A

INCENTIVES

Certification Compensation Schedule for all Departments (that have an agreed upon 5% incentive) *

1. First certification compensated at	5% pay increase
2. Second certification compensated at	5% pay increase
3. Third certification compensated at	5% pay increase
4. Fourth certification compensated at	3% pay increase
5. Fifth certification compensated at	3% pay increase
6. Sixth certification compensated at	3% pay increase
7. All additional certifications compensated at	1% pay increase

*Note: Each pay increase is contingent upon the employee's agreement to utilize each acquired certification, in performance of his/her duties as assigned by the Department Head, for a minimum of two calendar years from the date the certification is posted on the State DBPR website (for Building Department) or received by the employee for other Departments. This two-year period will be referred to as the employee retention period, the employee will be responsible to refund the Department for all expenses incurred, i.e.: testing, seminars, continuing education courses, study materials and training classes.

Certifications must be in the skills area provided by the City and a skill that is utilized by the employee in performing his/her essential job functions.

If a certificate was obtained by the individual, prior to employment by the City of Fort Pierce, and the employee was compensated above the minimum pay rate of the classification in which he/she works, an increase shall not be given.

Documentation must be provided within forty-five (45) calendar days of receiving the certification to the HR office.

No retro payment will be made if time elapses (45 days) between the employee receiving the certificate and notifying HR.

Certification must be maintained via Continuing Ed courses or by re-certifying (or the updated version) in order to be in compliance with the incentive.

In the event of a significant job/ duties change (one department to another) or promotion, the 5% certification process begins again.

DEPARTMENT: BUILDING

<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Building Inspector	DBPR	5%
Electrical Inspector	DBPR	5%
Mechanical, Gas & Plumbing Inspector	DBPR	5%

Building Inspectors & Plan Reviewers:

Employees that strive for additional certifications enhance their value to the Department, thus obtaining additional certifications is encouraged. Below is a listing of the 16 certifications that may be obtained by a building inspector or plan reviewer:

<u>INSPECTOR CLASSIFICATION</u>	<u>PLANS EXAM CLASSIFICATION</u>
1 & 2 Fam. Dwelling Inspector	1&2 Fam. Dwelling Plans Examiner
Commercial Building Inspector	Commercial Building Plans Examiner
Commercial Electrical Inspector	Commercial Electrical Plans Examiner
Commercial Plumbing Inspector	Commercial Plumbing Plans Examiner
Commercial Mechanical Inspector	Commercial Mechanical Plans Examiner
Coastal Construction Inspector	
Certified Flood Plain Manager	<u>PERMIT SPECIALIST / OFFICE PERSONNEL</u>
Certified Building Official	ICC Permit Technician Certification
ICC Permit Technician Certification	Certified Flood Plain Manager
ICC Property Maintenance Inspector	ICC Property Maintenance Inspector

DEPARTMENT: PUBLIC WORKS

ASE Certification- five percent (5%) each for a limit of three (3) Certifications per employee.

<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Mechanic, Garage Foreman	ASE	5%
Sr. Storekeeper (parts) Garage Foreman	Automotive Service Consultant ASE (C1)	5%
Sr. Storekeeper (parts) Garage Foreman	Parts Specialist Certification ASE Test P1, P2	5%
Parks	NPRA – Parks Recreation	5%
Streets	IMSA – Sign, pavement marking	5%
Fac. Maint., Streets, Parks	MOT – Maintenance of Traffic – TTC (Temporary Traffic Control)	5%
Streets	Stormwater Operator (FSA)	5%
Parks	Certified ISA Arborist	5%
Parks	Certified Irrigation Landscape Designer	5%
Parks	FNGLA Certified Landscape Maintenance	5%
Maintenance Personnel	Playground Maintenance Certification	5%
Parks and Recs Personnel	Master Gardener Certification	5%
Sanitation Drivers	SWANA (Solid Waste Association of North America)	5%

Garbage drivers will receive 5% additional pay, if qualified to operate three vehicles (Grapple, Sideload, Frontloader)

DEPARTMENT:	CODE COMPLIANCE & ANIMAL CONTROL

<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Violations Inspector/ Code Compliance Officer	FACE, AACE	5%
	Parking Enforcement Specialist	5%
Animal Control Officer	Chemical Capture	2%
	Euthanasia	2%
	Animal Cruelty Investigations	2%
	FACA	5%
SWANA (must meet Recertification reqs)	Sanitation Drivers	5%

DEPARTMENT:	POLICE

<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Investigative Assistant	NCIC/FCIC	3%
Crime Analyst	Crime Analyst Certification	3%
Crime Analyst	Crime Prevention Techniques	3%
Crime Scene Investigator	NCIC/FCIC- User	3%
Crime Scene Investigator	Fingerprint ID & Classification	5%
Crime Scene Investigator	IAI/ FDIA	3%
Records Specialist	NCIC/FCIC - Limited Access	3%
Records Specialist	NCIC/FCIC - User	3%
Records Specialist	Terminal Agency Coordinator (TAC)	3%
Community Service Officer	NCIC/FCIC	3%
Community Service Officer	Terminal Agency Coordinator (TAC)	3%
Community Service Officer (as assigned by the city)	Parking Enforcement Specialist	5%
Evidence Technician	NCIC/FCIC	3%
Secretary II	NCIC/FCIC	3%

ARTICLE 23

SEVERABILITY

SECTION 23.0

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 be come null and *void*; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 24

ALCOHOL, DRUGS AND CONTROLLED SUBSTANCE EXAMINATION/TESTING PROCEDURES

SECTION 24.0

The City reserves the right to require all employees to be tested for the use of alcohol, drugs or controlled substances (hereinafter referred to as "drugs", "drug testing", or "testing"). If a state or federal law or regulation requires random or other types of drug testing of any employee in this bargaining unit, the City will begin conducting such testing of employees, as soon as required, and as provided by the law. The City will provide a list to the Union of the job classifications identified. All testing will be done at Florida Health and Rehabilitative Services (HRS) approved facilities.

SECTION 24.1

The City reserves the right, at any time, to request any employee to take a drug test and/or physical examination based on reasonable suspicion. Reasonable suspicion is a belief that an employee is using or has used drugs in violation of this Article, drawn from specific, objective, and articulate facts and reasonable inferences drawn from those facts.

SECTION 24.2

The testing outlined for drugs in Sections 24.0 and 24.1 of this Article will be administered in accordance with the following provisions:

- A. Any employee may be subject to an investigation which may include, but not limited to, drug detection and testing, urinalysis, saliva testing, or any other medically recognized testing procedure. Prior to being tested, the employee will be given the opportunity to present any evidence of legal substances he/she has taken which may affect the accuracy of the test results. The employee may consult with his/her Union Steward before being tested, providing such consultation does not delay the testing for more than thirty (30) minutes.

If the employee is ordered to be tested based upon reasonable suspicion or the City is advised of any positive test result, the City in its sole discretion, shall decide whether the employee should be returned to a limited duty capacity or relieved of duty pending the results of the testing. If relieved of duty, the employee will be suspended without pay. If permitted to continue working pending the results of the testing, the employee shall not be permitted to operate any equipment or perform any function that could present a danger to the health, safety, or welfare of the public, co-workers, or the employee, and shall not be permitted to operate a motor vehicle. If the test results are negative for the presence of drugs, an employee who has been suspended will be paid for time lost. Using the initial sample will be conducted to ensure accurate results.

- B. An employee who is tested on a reasonable suspicion basis will be placed on an administrative *leave* with pay status, pending the outcome of the test(s). In those cases when a drug test is negative, departmental "field calendars" will not reflect an absence.
- C. If the test result is negative, a second test will not be conducted, and the employee will be returned to work. If the first test is positive and the second test is negative, the employee will be returned to work. In

the event either the first or second test is negative, no disciplinary action related to drug use will be taken, and no record will be placed in an employee's file that the drug testing occurred.

- D. When an employee is suspected of using or being under the influence of drugs, as opposed to alcohol, a test will be conducted for the presence of drugs only.

SECTION 24.3

Employees suspected of using or being under the influence of alcohol will be subject to undergo a Breathalyzer examination only. This test will be administered by qualified personnel.

SECTION 24.4

An initial probationary employee who tests positive will be terminated and no appeal shall be permitted. Prior to being a subject for testing, a classified employee may seek assistance for drug/alcohol use or abuse and will not be disciplined. Any employee who uses this one-time option shall be subject to random testing, while on duty, for a period of two years. The City retains the right to discipline employees for other serious offenses that have been committed. The City will not pursue criminal prosecution as a routine part of its substance testing procedures.

The City is a zero-based drug/alcohol tolerance employer. An employee testing positive for drugs (as determined illegal by Federal or State Law) shall be terminated. Employees testing positive for alcohol concentration as low as 0.02 shall be terminated.

In the event the Employee Assistance Program is no longer offered, the employee must seek, either through self-referral or recommendation of a professional counselor/doctor or counseling service, the assistance of any medical facility or agency (i.e., various hospitals offering dependency programs, PAR, Inc., or similar agency) licensed to provide a comprehensive rehabilitative program(s) for individuals with substance use problems. The rest of this Section would continue to be applicable.

SECTION 24.5

In the recognition of the importance of having a drug-free work force worthy of the respect and trust of the public, the following shall be the policy for employees who are guilty or plead nolo contendere of misconduct related to the use, possession, or sale of drugs:

Employees who sell illegal drugs or controlled substances, whether on or off duty, shall be terminated from employment unless the Department Director can document mitigating circumstances and obtain the approval of the Personnel Director not to terminate.

Employees who are in possession of or using illegal substances, or are consuming alcohol while on duty, including meal and rest periods, shall be terminated from employment unless the Department Director can document mitigating circumstances and obtain the approval of the Personnel Director not to terminate.

Employees who are under the influence of illegal substances or alcohol while on duty shall be disciplined in accordance with the City's Code of Conduct, although other misconduct occurring at the same time may result in more severe discipline, depending upon the nature of the misconduct.

Employees who are in possession of illegal substances or drug paraphernalia while off duty, and said possession

constitutes a misdemeanor, shall be disciplined (City's Code of Conduct) for the first offense and terminated for the second offense, unless a nexus exists between the employee's position and the drug possession, in which case the employee shall be terminated for the first offense.

Employees involved in an accident or employee(s) directly contributing to an accident (defined as a sudden unexpected event) that requires medical treatment from a Doctor or is involved in an accident that causes damage to City equipment or citizens property will be subject to drug and alcohol testing.

The policy contained in the City's Rules and Regulations regarding what occurs in the event an employee who is required to possess a driver's license for his/her position and who loses his/her driver's license shall apply to an employee who is off duty and driving under the influence.

SECTION 24.6

When an employee requests Union assistance, the City agrees to make a reasonable effort to contact a Union Officer, following the chain of command designated on the Union organizational chart. In no instance will the City delay the substance test for more than half an hour while attempting to contact a Union Official.

SECTION 24.7

At the time of implementation of this Contract, all employees shall be put on notice that the City is committed to employing a drug-free work force. Said notice will also include encouragement for employees, who may have a substance use or abuse problem, to seek professional assistance on a confidential basis from the City's Employee Assistance Program or a source of their own choosing. The penalties for both on or off-duty use, possession, or sale of illegal substances, controlled substances, or alcohol contained in this Article shall also be communicated to employees.

SECTION 24.8

To ensure that illegal contraband (drugs, alcohol, etc..) do not enter or affect the workplace, the City of Fort Pierce reserves the right to search all City vehicles, containers, lockers or other items on City of Fort Pierce's property. In furtherance of this policy, individuals may be required to display personal property for visual inspection upon the City of Fort Pierce's request. Failure to consent to a search or display of personal property for visual inspection will be grounds for discharge and denial of access to City premises.

SECTION 24.9

In the event of invalidation of this Article, or Section of this Article, both the Employer and Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for said Article or Section.

SECTION 24.10

All civilian employees, who work in the Evidence Section or as Crime Scene Investigators of the Police Department, will be subject to random drug testing on the same basis currently in use for certified law enforcement personnel.

ARTICLE 25

SAFETY

SECTION 25.0

The City and the Union agree that the safety of employees and the public at large is of primary concern. To that end, no employee shall be required to operate unsafe equipment or vehicles. If the employee has reason to believe the equipment or vehicles are unsafe, he/she will immediately contact the Supervisor, who will examine or have the equipment or vehicle examined, to determine its usable condition.

SECTION 25.1

The appropriate departmental Steward will be permitted to sit as a member of the Accident Review Committee and will provide necessary input in discussing situations concerning his/her Department.

SECTION 25.2

The City shall provide employees with appropriate personal protective equipment (PPE) needed to perform their duties. Employees who do not wear their PPE will be subject to the progressive discipline process.

ARTICLE 26

BEREAVEMENT LEAVE

SECTION 26.0

The employee may 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. Employees must use the bereavement leave within 30 calendar days of the immediate family member's death.

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).

ARTICLE 27

RETIREMENT PLAN

SECTION 27.0

The ordinance pertaining to the City of Fort Pierce Retirement and Benefit System will be amended to provide for a benefit accrual rate of three percent (3%) for Teamsters members employed by the City who are subject to collective bargaining. This change will be effective upon final adoption of the ordinance amendment.

Below are the changes for new employees hired on or after October 1, 2012:

1. As of November 5, 2018, the vesting period will change from 10 years to 5 years.
2. Capping the 3.0 percent multiplier to a maximum ceiling of 100 percent of the final average salary for more than 25 years of service. The first 25 years of service covers the 75 percent of the final annual salary with an annual maximum pension payment not to exceed \$115,000.
3. Regardless of years of service, the maximum pension payment will not exceed \$115,000.00.
4. Overtime hours used in the calculation of pension benefits are capped at 300 hours. The first 300 hours in a fiscal year.
5. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Below are the changes for employees who started with the City prior October 1, 2012:

1. The annual maximum pension payment is 100% of the final average salary, not to exceed the maximum allowable under section 401 of the IRS code.
2. The maximum of 300 overtime hours can be used in the calculation of pension benefits annually. The first 300 hours in a fiscal year only.
3. Accrued unused vacation and sick leave under the current policy through September 27, 2012 can be used in the calculation of pension benefits; those hours earned after September 27, 2012 cannot be used in the benefit calculations.

SECTION 27.1

1. Effective November 5, 2018, the vesting period will change from 10 years to 5 years.

ARTICLE 28

DURATION OF AGREEMENT

SECTION 28.0

This Agreement shall take effect October 1, 2024, and shall continue in full force and effect until midnight of September 30, 2026.

SECTION 28.1

The parties agree to re-open Article 22 (Wages) of this Contract for FY 2025-2026 in May of 2025.

The parties also agree to open this entire Contract for negotiations no later than the end of May 2026.

**FOR THE CITY OF
FORT PIERCE:**

**FOR TEAMSTERS LOCAL
UNION 769:**

Linda Hudson **Date**
Mayor

Steve Myers **Date**
Union Representative

Linda Cox Acting **Date**
City Manager

Union Steward **Date**

DeVoshay Johnson **Date**
Witness

Witness **Date**

Jared Sorensen **Date**
Chief Negotiator

APPROVED AS TO FORM AND CORRECTNESS

BY: _____
Sara Hedges, Esq.
City Attorney

APPENDIX A

Animal Care Lead
Animal Care Specialist
Animal Control Officer
Automotive Mechanic
Chief Irrigation Specialist
Chief Tree Trimmer
Code Enforcement Officer
Communications Specialist
Community Resource Specialist
Community Service Officer
Community Service Officer, Senior
Crime Analyst
Crime Scene Investigator
Diesel Mechanic
Dockmaster
Electrician
Equipment Operator III – Parks
Equipment Operator III – Streets
Equipment Operator IV – Parks
Equipment Operator IV – Streets
Evidence Technician
Facilities Maintenance Technician
Facilities Maintenance Technician Assistant
Facility Program Specialist
Foreman – Garage
Foreman I – Parks & Grounds
Foreman I – Streets
Foreman II – Facilities Maintenance
Foreman II – Sanitation
Foreman II – Streets
GIS Analyst I
GIS Analyst II
Golf Lead Greenskeeper
Grant Coordinator
Grant Writer
Ground Maintenance Specialist
Irrigation Specialist
Lead Community Service Officer
Lead Victim Advocate
Maintenance Repair Worker - Facilities
Maintenance Repair Worker – Streets
Maintenance Worker – Parks & Grounds
Maintenance Worker – Solid Waste
Maintenance Worker – Streets
Marina Assistant Dockmaster
Marina Concierge Retailer
Maina Dock Attendant

Marina Maintenance Technician
Marina Storekeeper
Master Mechanic - Diesel
Master Mechanic - Garage
Permit Specialist
Permit Specialist Senior
Public Works Inspector
Records Management Coordinator
Records Specialist
Sanitation Driver I
Sanitation Driver II
Sanitation Foreman
Senior Animal Control Officer
Senior Code Enforcement Officer
Senior Storekeeper
Sign Maintenance Technician
Stormwater Assistant/GIS Specialist
Tree Trimmer
Trolley Driver
Victim Advocate

APPENDIX B

APPENDIX B

Employee Title	Position Date	Years in Position	Truncated to Quartile	Hourly Rate	Current Annual Salary	5%	\$1.50	October 1, 2024 Hourly Rate	October 1, 2024 Annual Salary	Current Grade	Min	Max	Proposed Salary	Cost to Proposed Salary
FACILITIES MAINT TECH ASST.	02/06/2017	7.58	8.00	18.6800	38,854.40	\$0.93	\$1.50	\$20.18	41,974.40	45	33,650.00	55,600.00	44,625.00	2,650.60
SANITATION DRIVER	10/16/2023	0.88	0.00	20.4300	42,494.40	\$1.02	\$1.50	\$21.99	45,614.40	46	36,900.00	61,200.00	46,975.00	-
SANITATION DRIVER	08/06/2018	6.08	4.00	22.2800	46,342.40	\$1.11	\$1.50	\$23.78	49,462.40	46	36,900.00	61,200.00	42,975.00	-
FACILITIES MAINT TECH ASST.	06/21/2004	20.20	12.00	20.6900	43,035.20	\$1.03	\$1.50	\$22.19	46,155.20	45	33,650.00	55,600.00	50,112.50	3,957.30
GROUND MAINTENANCE SPECIALIST	09/03/2019	5.00	4.00	17.8300	37,086.40	\$0.89	\$1.50	\$19.33	40,206.40	45	33,650.00	55,600.00	39,137.50	-
ANIMAL CARE SPECIALIST I	10/30/2023	0.84	0.00	15.0000	31,200.00	\$0.75	\$1.50	\$16.50	34,320.00	43	31,200.00	46,500.00	31,200.00	-
FACILITIES MAINT TECHNICIAN	03/23/2015	9.45	8.00	22.1700	46,113.60	\$1.11	\$1.50	\$23.67	49,233.60	46	36,900.00	61,200.00	49,050.00	-
FOREMAN - GARAGE	01/30/2020	4.59	4.00	32.6970	68,009.76	\$1.63	-	\$34.33	71,410.25	49	49,500.00	81,650.00	57,387.50	-
STREETS MAINTENANCE REPAIRWORKER	07/15/2024	0.14	0.00	18.0000	37,440.00	\$0.90	\$1.50	\$19.50	40,560.00	45	33,650.00	55,600.00	33,650.00	-
PUBLIC WORKS INSPECTOR	02/25/2019	5.53	4.00	31.1430	64,777.44	\$1.56	-	\$32.70	68,016.31	49	49,500.00	81,650.00	57,387.50	-
PERMIT SPECIALIST	07/05/2022	2.16	0.00	20.8200	43,305.60	\$1.04	\$1.50	\$22.32	46,425.60	46	36,900.00	61,200.00	36,900.00	-
PARKS EQUIP. OPERATOR III	05/15/2023	1.30	0.00	18.5800	38,646.40	\$0.93	\$1.50	\$20.08	41,766.40	46	36,900.00	61,200.00	36,900.00	-
ANIMAL CARE SPECIALIST I	07/24/2023	1.11	0.00	16.2200	33,737.60	\$0.81	\$1.50	\$17.72	36,857.60	43	31,200.00	46,400.00	31,200.00	-
POLICE VICTIM ADVOCATE	04/10/2023	1.40	0.00	26.6800	53,334.40	\$1.23	\$1.50	\$26.18	54,454.40	48	44,900.00	74,200.00	44,900.00	-
STREETS FOREMAN II	01/24/2019	5.61	4.00	33.3480	69,363.84	\$1.67	-	\$35.02	72,832.03	49	49,500.00	81,650.00	57,387.50	-
MARINA CONCERGE RETAILER	11/14/2016	7.81	8.00	25.5000	53,040.00	\$1.28	\$1.50	\$27.00	56,160.00	46	36,900.00	61,200.00	49,050.00	-
POLICE LEAD VICTIM ADVOCATE	07/08/2022	2.16	0.00	29.6520	61,676.16	\$1.48	\$1.50	\$31.15	64,796.16	49	49,500.00	81,650.00	49,300.00	-
POLICE COMMUNITY SERVICE OFFICER	05/12/2024	0.31	0.00	17.7900	37,003.20	\$0.89	\$1.50	\$19.28	40,123.20	46	36,900.00	61,200.00	36,900.00	-
PARKS FOREMAN I	12/28/2022	1.68	0.00	32.4500	52,936.00	\$1.27	\$1.50	\$26.65	56,056.00	48	44,900.00	74,200.00	44,900.00	-
STREETS EQUIP. OPERATOR III	03/07/2023	1.49	0.00	22.0200	45,801.60	\$1.10	\$1.50	\$23.52	48,921.60	46	36,900.00	61,200.00	36,900.00	-
STREETS MAINTENANCE REPAIRWORKER	05/15/2024	0.30	0.00	15.0000	31,200.00	\$0.75	\$1.50	\$16.50	34,320.00	45	33,650.00	55,600.00	33,650.00	-
FACILITIES MAINT REPAIR WORKER	02/22/2022	2.53	0.00	17.8000	37,024.00	\$0.89	\$1.50	\$19.30	40,144.00	45	33,650.00	55,600.00	33,650.00	-
ANIMAL SHELTER PART-TIME ADMINISTRATIVE ASSISTANT	06/12/2023	1.23	0.00	18.2200	37,897.60	\$0.91	\$1.50	\$19.72	41,017.60	46	36,900.00	61,200.00	36,900.00	-
PARKS FOREMAN I	01/28/2019	5.60	4.00	22.8100	47,444.80	\$1.14	\$1.50	\$24.31	50,564.80	48	44,900.00	74,200.00	52,225.00	1,660.20
PARKS FOREMAN I	02/02/2012	12.59	12.00	26.3865	54,883.92	\$1.32	\$1.50	\$27.89	58,003.92	48	44,900.00	74,200.00	66,875.00	8,871.08
DIESEL MECHANIC	08/17/2021	3.05	0.00	23.0400	47,923.20	\$1.15	\$1.50	\$24.54	51,043.20	47	40,750.00	67,350.00	40,750.00	-
FACILITIES MAINT TECH ASST.	07/26/2021	3.11	0.00	19.2200	39,977.60	\$0.96	\$1.50	\$20.72	43,097.60	45	33,650.00	55,600.00	33,650.00	-
STREETS FOREMAN I	11/11/1997	26.80	12.00	29.4735	61,304.88	\$1.47	\$1.50	\$30.97	64,424.88	48	44,900.00	74,200.00	66,875.00	2,450.12
CODE ENFORCEMENT OFFICER	01/17/2013	7.63	8.00	27.1530	56,478.24	\$1.36	\$1.50	\$28.65	59,598.24	48	44,900.00	74,200.00	59,550.00	-
ANIMAL CARE SPECIALIST I	07/24/2023	1.11	0.00	16.2200	33,737.60	\$0.81	\$1.50	\$17.72	36,857.60	43	31,200.00	46,400.00	31,200.00	-
AUTO MECHANIC	01/11/2022	2.63	0.00	24.2000	50,336.00	\$1.21	\$1.50	\$25.70	53,456.00	47	40,750.00	67,350.00	40,750.00	-
PARKS EQUIP. OPERATOR III	04/08/2019	5.41	4.00	21.9800	45,718.40	\$1.10	\$1.50	\$23.48	48,838.40	46	36,900.00	61,200.00	42,975.00	-
SANITATION DRIVER	12/19/2022	1.71	0.00	21.9700	45,697.60	\$1.10	\$1.50	\$23.47	48,817.60	46	36,900.00	61,200.00	36,900.00	-
ELECTRICIAN	10/07/2019	4.91	4.00	28.3185	58,902.48	\$1.42	\$1.50	\$29.82	62,022.48	47	40,750.00	67,350.00	47,400.00	-

APPENDIX B CONTINUED

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POLICE EVIDENCE TECHNICIAN	07/21/2008	16.12	12.00	24.7900	\$1,563.20	\$1.24	\$1.50	\$26.29	54,683.20	47	40,750.00	67,350.00	60,700.00
FACILITIES MAINTENANCE WORKER	10/30/2017	6.84	4.00	18.2100	\$7,876.80	\$0.91	\$1.50	\$19.71	40,996.80	45	33,650.00	55,600.00	39,137.50
PERMIT SPECIALIST	11/03/2022	1.84	0.00	20.8200	\$3,305.60	\$1.04	\$1.50	\$22.82	46,425.60	46	36,900.00	61,200.00	36,900.00
POLICE COMMUNITY SERVICE OFFICER	11/29/2020	3.76	0.00	22.4900	\$6,779.20	\$1.12	\$1.50	\$23.99	49,899.20	46	36,900.00	61,200.00	36,900.00
CODE ENFORCEMENT OFFICER	07/24/2023	1.11	0.00	21.9600	\$5,676.80	\$1.10	\$1.50	\$23.46	48,796.80	48	44,900.00	74,200.00	44,900.00
AUTO MECHANIC	05/01/2006	18.34	12.00	27.9930	\$8,225.44	\$1.40	\$1.50	\$29.49	61,345.44	47	40,750.00	67,350.00	60,700.00
PERMIT SPECIALIST - SENIOR	06/24/2022	2.19	0.00	24.2400	\$0,419.20	\$1.21	\$1.50	\$25.74	53,539.20	47	40,750.00	67,350.00	40,750.00
STREETS MAINTENANCE REPAIR WORKER	11/14/2022	1.91	0.00	16.5600	\$4,444.80	\$0.83	\$1.50	\$18.06	37,564.80	45	33,650.00	55,600.00	33,650.00
POLICE RECORDS SPECIALIST	09/17/2012	11.96	12.00	26.9010	\$5,994.08	\$1.35	\$1.50	\$28.40	39,074.08	45	33,650.00	55,600.00	50,112.50
POLICE LEAD COMMUNITY SERVICE OFFICER	05/24/2021	3.28	0.00	24.6900	\$1,355.20	\$1.23	\$1.50	\$26.19	54,475.20	48	40,750.00	67,350.00	44,900.00
POLICE VICTIM ASSISTANT	08/01/2022	2.09	0.00	30.0510	\$2,506.08	\$1.50	-	\$31.55	65,631.38	47	40,750.00	74,200.00	36,900.00
PERMIT SPECIALIST	10/25/2022	1.86	0.00	20.8200	\$4,305.60	\$1.04	\$1.50	\$22.82	46,425.60	46	36,900.00	61,200.00	36,900.00
POLICE RECORDS SPECIALIST	11/27/2023	0.77	0.00	16.5000	\$4,320.00	\$0.83	\$1.50	\$18.00	37,440.00	45	33,650.00	55,600.00	36,900.00
PARKS EQUIP. OPERATOR III	05/30/2023	1.26	0.00	18.5800	\$8,646.40	\$0.93	\$1.50	\$20.08	41,766.40	46	36,900.00	61,200.00	36,900.00
SANITATION DRIVER	01/11/2016	8.65	8.00	22.6900	\$7,195.20	\$1.13	\$1.50	\$24.19	50,315.20	46	36,900.00	61,200.00	49,050.00
SANITATION DRIVER	11/30/2009	14.76	12.00	23.6000	\$9,088.00	\$1.18	\$1.50	\$25.10	52,208.00	46	36,900.00	61,200.00	55,125.00
CHIEF TREE TRIMMER	12/03/2018	5.75	4.00	22.8100	\$7,444.80	\$1.14	\$1.50	\$24.31	50,564.80	44	31,200.00	50,550.00	36,037.50
GROUND MAINTENANCE SPECIALIST	12/20/2000	23.71	12.00	21.9100	\$5,572.80	\$1.10	\$1.50	\$23.41	48,692.80	45	33,650.00	55,600.00	50,112.50
STREETS MAINTENANCE WORKER	02/25/2019	5.53	4.00	18.5700	\$8,625.60	\$0.93	\$1.50	\$20.07	41,745.60	45	33,650.00	55,600.00	38,137.50
TRAM OPERATOR (PART TIME)	03/02/2020	4.51	4.00	17.7000	\$6,816.00	\$0.89	\$1.50	\$19.20	39,936.00	43	31,200.00	46,500.00	47,400.00
POLICE CRIME ANALYST	04/06/2020	4.41	4.00	27.5415	\$7,286.32	\$1.38	\$1.50	\$29.04	60,406.32	47	40,750.00	67,350.00	42,975.00
SANITATION DRIVER	02/26/2018	6.52	4.00	22.2800	\$6,342.40	\$1.11	\$1.50	\$23.78	49,462.40	46	36,900.00	61,200.00	38,850.00
SCHOOL CROSSING GUARD	08/17/2016	8.05	8.00	19.9700	\$4,537.60	\$1.00	\$1.50	\$21.47	44,657.60	43	31,200.00	46,500.00	35,225.00
MASTER MECHANIC	04/20/2020	4.17	4.00	33.6945	\$7,084.56	\$1.68	-	\$33.98	73,588.79	48	44,900.00	74,200.00	31,200.00
SCHOOL CROSSING GUARD	07/31/2024	19.86	12.00	15.7200	\$2,697.60	\$0.79	\$1.50	\$17.22	35,817.60	43	31,200.00	46,500.00	34,125.00
PERMIT SPECIALIST	10/25/2004	1.09	0.00	23.3600	\$8,588.80	\$1.17	\$1.50	\$24.86	51,708.80	46	36,900.00	61,200.00	55,125.00
BUILDING INSPECTOR/INVESTIGATOR	04/24/2023	1.36	0.00	31.5630	\$5,651.04	\$1.58	-	\$33.14	68,933.59	51	59,800.00	98,800.00	59,800.00
CODE ENFORCEMENT OFFICER	07/07/2021	3.16	0.00	22.8100	\$7,444.80	\$1.14	\$1.50	\$24.31	50,564.80	48	44,900.00	74,200.00	49,900.00
STREET FOREMAN I	06/03/2019	5.25	4.00	24.8900	\$1,771.20	\$1.24	\$1.50	\$26.39	56,891.20	48	44,900.00	74,200.00	52,225.00
GOLF PROFESSIONAL ASSISTANT II	12/02/2018	5.76	4.00	21.7000	\$5,136.00	\$1.09	\$1.50	\$23.20	48,256.00	47	40,750.00	67,350.00	37,025.00
TRAM OPERATOR (PART TIME)	08/26/2019	5.02	4.00	18.1200	\$7,669.60	\$0.91	\$1.50	\$19.62	40,806.60	43	31,200.00	46,500.00	42,975.00
SCHOOL CROSSING GUARD	12/03/2012	11.75	12.00	16.7300	\$4,798.40	\$0.84	\$1.50	\$18.33	37,914.40	43	31,200.00	46,500.00	46,675.00
SANITATION DRIVER	06/11/2023	1.23	0.00	21.5500	\$4,824.00	\$1.08	\$1.50	\$24.83	47,944.00	46	36,900.00	61,200.00	36,900.00
DIGITAL EVIDENCE SPECIALIST I	02/07/2022	2.58	0.00	22.8200	\$7,465.60	\$1.14	\$1.50	\$24.82	50,585.60	47	40,750.00	67,350.00	40,750.00
AUTO MECHANIC	12/05/2016	7.55	8.00	25.0500	\$2,104.00	\$1.25	\$1.50	\$26.55	55,224.00	47	40,750.00	67,350.00	54,050.00
POLICE COMMUNITY SERVICE OFFICER	06/04/2020	6.25	4.00	23.2500	\$8,380.00	\$1.16	\$1.50	\$24.75	51,480.00	46	36,900.00	61,200.00	42,975.00
SANITATION DRIVER	10/16/2023	0.88	0.00	20.4300	\$4,494.40	\$1.02	\$1.50	\$21.93	45,614.40	46	36,900.00	61,200.00	36,900.00
PERMIT SPECIALIST	08/14/2023	1.06	0.00	19.9300	\$4,454.40	\$1.00	\$1.50	\$21.43	45,574.40	46	36,900.00	61,200.00	36,900.00
GOLF LEAD GREENKEEPER	12/13/2021	2.73	0.00	19.2700	\$0,081.60	\$0.96	\$1.50	\$20.77	43,201.60	46	36,900.00	61,200.00	36,900.00
ANIMAL CONTROL OFFICER	05/20/2024	0.99	0.00	19.5000	\$0,580.00	\$0.98	\$1.50	\$22.83	47,486.40	46	36,900.00	61,200.00	36,900.00
STREETS SIGN MAINTENANCE TECHNICIAN	12/13/2023	10.72	8.00	21.3300	\$4,356.40	\$1.07	\$1.50	\$21.83	47,486.40	45	33,650.00	55,600.00	44,625.00
POLICE RECORDS SPECIALIST	02/12/2018	6.56	4.00	19.8600	\$1,308.80	\$0.99	\$1.50	\$21.36	44,428.80	45	33,650.00	55,600.00	39,137.50
MARINA MAINTENANCE TECHNICIAN	12/11/2023	0.73	0.00	19.5144	\$0,589.90	\$0.98	\$1.50	\$21.01	43,709.95	46	36,900.00	61,200.00	36,900.00

APPENDIX B CONTINUED

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SCHOOL CROSSING GUARD	12/03/2001	22.75	12.00	18,720.00	38,937.60	\$0.94	\$1.50	\$20.22	42,057.60	43	31,200.00	46,400.00	42,600.00	542.40
PARKS FOREMAN II	10/05/2015	8.91	8.00	31,300.5	65,105.04	\$1.57	-	\$32.87	68,360.29	49	49,300.00	81,650.00	65,475.00	-
SCHOOL CROSSING GUARD	05/12/2024	0.31	0.00	15,000.00	31,200.00	\$0.75	\$1.50	\$16.50	34,320.00	43	31,200.00	46,400.00	31,200.00	-
DIGITAL EVIDENCE SPECIALIST II	11/10/2021	2.82	0.00	25,440.00	53,331.20	\$1.28	\$1.50	\$27.14	56,451.20	48	44,900.00	74,200.00	44,900.00	-
PARKS MAINTENANCE WORKER	05/16/2022	2.30	0.00	17,400.00	36,192.00	\$0.87	\$1.50	\$18.90	39,312.00	45	33,650.00	55,600.00	33,650.00	-
SENIOR STOREKEEPER	11/23/2020	3.78	4.00	22,370.00	46,529.60	\$1.12	\$1.50	\$23.87	49,649.60	45	33,650.00	55,600.00	39,137.50	-
ANIMAL CONTROL OFFICER	01/21/2023	21.62	12.00	21,870.00	45,489.60	\$1.09	\$1.50	\$23.37	48,609.60	46	36,900.00	61,200.00	55,125.00	6,515.40
POLICE CRIME ANALYST	12/19/2022	1.71	0.00	21,970.00	45,697.60	\$1.10	\$1.50	\$23.47	48,817.60	46	36,900.00	61,200.00	47,400.00	-
ANIMAL CONTROL OFFICER	01/27/2020	4.60	4.00	18,960.00	39,436.80	\$0.95	\$1.50	\$20.46	42,556.80	46	36,900.00	61,200.00	42,975.00	418.20
GROUND MAINTENANCE SPECIALIST	12/29/2008	15.68	12.00	19,040.00	39,603.20	\$0.95	\$1.50	\$20.54	42,723.20	45	33,650.00	55,600.00	50,112.50	7,389.30
STREETS MAINTENANCE REPAIRWORKER	04/06/2020	4.41	4.00	16,710.00	34,756.80	\$0.84	\$1.50	\$18.21	37,876.80	45	33,650.00	55,600.00	39,137.50	1,260.70
STREETS EQUIP. OPERATOR III	07/21/2023	21.12	12.00	24,300.00	50,444.00	\$1.22	\$1.50	\$25.80	53,664.00	46	36,900.00	61,200.00	55,125.00	1,461.00
SOLID WASTE MAINTENANCE WORKER	10/10/2022	1.90	0.00	17,400.00	36,192.00	\$0.87	\$1.50	\$18.90	39,312.00	45	33,650.00	55,600.00	33,650.00	-
AUTO MECHANIC	11/25/2013	10.78	8.00	23,861.5	53,791.92	\$1.29	\$1.50	\$27.36	56,911.92	47	40,750.00	67,350.00	54,050.00	-
STREETS MAINTENANCE WORKER	04/12/2024	20.39	12.00	18,570.00	38,625.60	\$0.93	\$1.50	\$20.07	41,745.60	45	33,650.00	55,600.00	50,112.50	8,366.90
SANITATION DRIVER	11/28/2022	1.77	0.00	25,798.5	53,665.88	\$1.29	\$1.50	\$27.30	56,780.88	46	36,900.00	61,200.00	36,900.00	-
STREETS EQUIP. OPERATOR IV	03/14/2025	19.47	12.00	28,287.00	58,335.96	\$1.41	\$1.50	\$29.79	61,956.96	47	40,750.00	67,350.00	60,700.00	-
SANITATION DRIVER	10/16/2023	0.88	0.00	20,430.00	42,994.40	\$1.02	\$1.50	\$21.93	45,614.40	46	36,900.00	61,200.00	36,900.00	-
CODE ENF. OFFICER/PARKING SPCLST.	04/24/2021	3.36	0.00	22,810.00	47,444.80	\$1.14	\$1.50	\$24.31	50,564.80	48	44,900.00	74,200.00	44,900.00	-
CRIME SCENE INVESTIGATOR	02/07/2022	2.58	0.00	27,751.5	57,723.12	\$1.39	\$1.50	\$29.25	60,843.12	47	40,750.00	67,350.00	40,750.00	-
SOLID WASTE DIESEL MECHANIC	03/09/2015	9.49	8.00	28,308.00	58,880.64	\$1.42	\$1.50	\$29.81	62,000.64	47	40,750.00	67,350.00	54,050.00	-
BUILDING INSPECTOR/INVESTGR.	12/16/2019	4.72	4.00	33,323.5	69,123.60	\$1.66	-	\$34.89	72,579.78	51	59,800.00	98,800.00	69,550.00	-
FOREMAN - SOLID WASTE	02/07/2022	2.58	0.00	27,470.00	57,137.60	\$1.37	\$1.50	\$28.97	60,257.60	48	44,900.00	74,200.00	44,900.00	-
SOLID WASTE DIESEL MECHANIC	03/18/2020	0.46	0.00	19,990.00	40,747.20	\$0.98	\$1.50	\$21.09	43,867.20	47	40,750.00	67,350.00	40,750.00	-
PERMIT SPECIALIST	10/12/2024	3.89	4.00	20,820.00	43,305.60	\$1.04	\$1.50	\$22.32	46,425.60	46	36,900.00	61,200.00	42,975.00	-
MASTER MECHANIC	10/09/2017	6.90	4.00	28,308.00	58,880.64	\$1.42	\$1.50	\$29.81	62,000.64	48	44,900.00	74,200.00	52,225.00	-
POLICE RECORDS SPECIALIST	02/07/2022	2.58	0.00	18,720.00	38,937.60	\$0.94	\$1.50	\$20.22	42,057.60	45	33,650.00	55,600.00	33,650.00	-
SANITATION DRIVER	12/19/2022	1.71	0.00	21,970.00	45,697.60	\$1.10	\$1.50	\$23.47	48,817.60	46	36,900.00	61,200.00	36,900.00	-
FACILITIES FOREMAN II	08/16/2021	3.05	0.00	30,649.5	65,750.96	\$1.53	-	\$32.18	66,938.51	49	49,300.00	81,650.00	49,300.00	-
PARKS CHIEF IRRIGATION SPECIALIST	12/07/2015	8.74	8.00	24,540.00	51,043.20	\$1.23	\$1.50	\$28.04	54,163.20	47	40,750.00	67,350.00	54,050.00	-
PARKS MAINTENANCE WORKER	10/30/2023	0.84	0.00	15,750.00	32,760.00	\$0.79	\$1.50	\$17.25	35,880.00	45	33,650.00	55,600.00	33,650.00	-
PARKS FOREMAN I	11/02/2018	2.84	0.00	22,810.00	47,444.80	\$1.14	\$1.50	\$24.31	50,564.80	48	44,900.00	74,200.00	44,900.00	-
SANITATION DRIVER	04/04/2023	3.28	0.00	22,280.00	46,342.40	\$1.11	\$1.50	\$23.78	49,462.40	46	36,900.00	61,200.00	36,900.00	-
SENIOR CODE ENFORCEMENT OFFICER	04/03/2023	1.42	0.00	28,550.00	58,868.00	\$1.42	\$1.50	\$29.85	62,088.00	49	49,300.00	81,650.00	49,300.00	-
ANIMAL CARE LEAD	07/24/2023	1.11	0.00	18,220.00	37,997.60	\$0.91	\$1.50	\$19.72	41,017.60	45	33,650.00	55,600.00	33,650.00	-
STREETS EQUIP. OPERATOR III	11/13/2018	5.81	4.00	20,910.00	43,492.80	\$1.05	\$1.50	\$22.41	46,612.80	46	36,900.00	61,200.00	42,975.00	-
GROUND MAINTENANCE SPECIALIST	03/02/2023	1.51	0.00	18,710.00	37,676.80	\$0.91	\$1.50	\$19.71	40,996.80	45	33,650.00	55,600.00	33,650.00	-
SCHOOL CROSSING GUARD	09/06/2022	1.99	0.00	16,440.00	35,235.20	\$0.85	\$1.50	\$18.44	38,335.20	43	31,200.00	46,400.00	31,200.00	-
GROUND MAINTENANCE SPECIALIST	08/15/2025	19.05	12.00	20,220.00	43,097.60	\$1.04	\$1.50	\$22.22	46,217.60	45	33,650.00	55,600.00	50,112.50	3,894.90
SANITATION DRIVER	08/12/2019	5.06	4.00	22,280.00	46,342.40	\$1.11	\$1.50	\$23.78	49,462.40	46	36,900.00	61,200.00	42,975.00	-
BUILDING INSPECTOR/INVESTGR.	07/24/2023	1.11	0.00	30,061.5	62,527.92	\$1.50	-	\$31.56	65,654.32	51	59,800.00	98,800.00	59,800.00	-

APPENDIX B CONTINUED

APPENDIX B

SANITATION DRIVER	09/25/2023	0.94	0.00	21,710.00	45,165.80	\$1.09	\$1.50	\$1.50	\$23.21	48,216.80	46	36,900.00	61,200.00	36,900.00	-
PARKS MAINTENANCE WORKER	08/21/2023	1.04	0.00	15,860.00	32,988.80	\$0.79	\$1.50	\$1.50	\$17.36	36,108.80	45	33,650.00	55,600.00	33,650.00	-
MARINA STOREKEEPER	06/12/2023	1.23	0.00	18,720.00	38,937.60	\$0.94	\$1.50	\$1.50	\$20.22	42,057.60	44	31,200.00	50,550.00	31,200.00	-
MARINA ASSISTANT DOCKMASTER	02/25/2020	4.53	4.00	19,510.00	40,580.80	\$0.98	\$1.50	\$1.50	\$21.01	43,700.80	46	36,900.00	61,200.00	42,975.00	-
SCHOOL CROSSING GUARD	01/03/2023	1.67	0.00	16,440.00	34,195.20	\$0.82	\$1.50	\$1.50	\$17.94	37,315.20	43	31,200.00	46,400.00	31,200.00	-
LEAD SANITATION DRIVER	09/14/2022	1.97	0.00	24,320.00	50,585.60	\$1.22	\$1.50	\$1.50	\$25.82	53,705.60	47	40,750.00	67,350.00	40,750.00	-
POLICE RECORDS SPECIALIST	09/11/2019	11.96	12.00	25,240.00	52,499.20	\$1.26	\$1.50	\$1.50	\$26.74	55,619.20	45	33,650.00	55,600.00	50,112.50	-
PARKS FOREMAN I	01/28/2019	5.60	4.00	22,810.00	47,444.80	\$1.14	\$1.50	\$1.50	\$24.31	50,564.80	48	44,900.00	74,200.00	52,225.00	1,660.20
ANIMAL CARE SPECIALIST I	10/16/2023	0.88	0.00	15,750.00	32,760.00	\$0.79	\$1.50	\$1.50	\$17.25	35,880.00	43	31,200.00	46,400.00	31,200.00	-
FACILITIES MAINT REPAIR WORKER	01/24/2022	2.61	0.00	18,630.00	38,750.40	\$0.93	\$1.50	\$1.50	\$20.13	41,870.40	45	33,650.00	55,600.00	33,650.00	-
POLICE COMMUNITY SERVICE OFFICER	05/12/2024	0.31	0.00	17,790.00	37,003.20	\$0.89	\$1.50	\$1.50	\$19.29	40,123.20	46	36,900.00	61,200.00	36,900.00	-
FACILITIES MAINT TECHNICIAN	05/05/2012	12.33	12.00	22,730.00	47,278.40	\$1.14	\$1.50	\$1.50	\$24.23	50,398.40	46	36,900.00	61,200.00	55,125.00	4,726.60
PARKS IRRIGATIONS SPECIALIST	04/16/2012	12.38	12.00	20,570.00	42,785.60	\$1.03	\$1.50	\$1.50	\$22.07	45,905.60	45	33,650.00	55,600.00	50,112.50	4,206.90
ANIMAL CARE SPECIALIST I	04/01/2024	0.43	0.00	15,000.00	31,200.00	\$0.75	\$1.50	\$1.50	\$16.50	34,320.00	43	31,200.00	46,400.00	31,200.00	-
LEAD SANITATION DRIVER	09/15/2003	20.97	12.00	28,870.00	60,049.60	\$1.44	\$1.50	\$1.50	\$30.37	63,169.60	47	40,750.00	67,350.00	60,700.00	-
SCHOOL CROSSING GUARD	10/01/2002	21.93	12.00	18,720.00	38,937.60	\$0.94	\$1.50	\$1.50	\$20.22	42,057.60	43	31,200.00	46,400.00	42,600.00	542.40
PARKS EQUIP. OPERATOR III	04/10/2017	7.40	4.00	20,580.00	42,806.40	\$1.03	\$1.50	\$1.50	\$22.08	45,926.40	46	36,900.00	61,200.00	42,975.00	-
GROUND MAINTENANCE SPECIALIST	03/02/2023	1.51	0.00	18,860.00	39,228.80	\$0.94	\$1.50	\$1.50	\$20.36	42,348.80	45	33,650.00	55,600.00	33,650.00	-
CRIME SCENE INVESTIGATOR	04/06/2020	4.41	4.00	27,289.50	56,762.16	\$1.36	\$1.50	\$1.50	\$28.79	59,882.16	47	40,750.00	67,350.00	47,400.00	-
BUILDING INSPECTOR/INVESTGR.	10/19/2020	3.88	0.00	40,257.00	83,734.56	\$2.01	-	-	\$42.27	87,921.29	51	59,800.00	98,800.00	69,550.00	-
PERMIT SPECIALIST	12/28/2021	2.68	0.00	21,800.00	45,344.00	\$1.09	\$1.50	\$1.50	\$23.30	48,464.00	46	36,900.00	61,200.00	36,900.00	-
PARKS MAINTENANCE WORKER	03/07/2022	2.49	0.00	17,400.00	36,192.00	\$0.87	\$1.50	\$1.50	\$18.90	39,312.00	45	33,650.00	55,600.00	33,650.00	-
BUILDING INSPECTOR/INVESTGR.	07/24/2023	1.11	0.00	30,061.50	62,527.92	\$1.50	-	-	\$31.56	65,654.32	51	59,800.00	98,800.00	59,800.00	-
Total Costs:														79,100.50	-

City Commission Day Meeting - 9:00 a.m.

9. c.

Meeting Date: 10/14/2024

Re: Collective Bargaining Agreement with PBA (Police Officer Unit) October 1, 2024 - September 30, 2027

Submitted For: Jared Sorensen, Human Resources Manager, Administrative Services

SUBJECT:

Approval of the collective bargaining agreement between the City of Fort Pierce and Coastal Florida Police Benevolent Association (Police Officer Unit) October 1, 2024 - September 30, 2027.

SUMMARY:

Negotiations begin in mid June, 2024, and the City and Union came to an agreement in August, 2024. There were several minor economic changes to articles pertaining to allowances and stipends, and a 9% increase for officers plus advancement to the next step in the compensation step plan. A redlined version of all negotiated changes is attached to this agenda item.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff would go back to the table and continue bargaining with the Unit.

RESPONSIBLE STAFF:

Jared Sorensen, Human Resource Manager

COORDINATED WITH:

Fort Pierce Police Department.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2024 - 2025

Amount: 9% plus step

OTHER INFORMATION:

The 9% plus step increase has been budgeted in the 2024 - 2025 budget.

Attachments

Clean Copy

Redline Copy

Memo

Form Review

Inbox

City Manager

Form Started By: Jared Sorensen

Final Approval Date: 10/09/2024

Reviewed By

Linda Cox

Date

10/09/2024 03:54 PM

Started On: 10/03/2024 04:25 PM

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FORT PIERCE

AND THE

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION
(Police Officer Unit)

October 1, 2024 to September 30, 2027

Contract Ratified:
City Commission Approval:

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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 ASSOCIATION 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 # 1706.

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 the 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, #1706 as amended, excluding all other employees.

SECTION 2.2

For the purpose of this Agreement, the terms Bargaining Unit employees, Officer, 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 do 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 of 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 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

An Officer may be required to work in a higher classification as a Sergeant 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 three hundred twenty dollars (\$320.00) 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 four hundred dollars (\$400.00) 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 five hundred dollars (\$500.00) 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

WORKRULES

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 requires 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 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 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-fifty dollars (\$150.00) 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

SECTION 11 (Continued)

of canine 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 seventy-five dollars (\$475) 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. 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 within 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, the employee shall submit the written grievance to the Chief of Police or approved designee.

SECTION 12 (Continued)

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 the 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)

The parties agree that in the event of any arbitration hearing, impasse hearing, PERC hearing, or other 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 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 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, and 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 qualifications 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 examination procedure and establish an eligibility list in the manner provided below. Eligibility shall be established as follows:

Sergeant's eligibility requirements:

- Have a minimum of two and a half (2 ½) years of experience with the Fort Pierce Police Department in the capacity of a sworn officer; and
 - Have received a rating of satisfactory or higher on the last three (3) performance evaluations; 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:
 - Sergeants -The eligibility list shall be comprised of the top ten (10) Officers with a passing score of seventy (70) on the 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, Medical Plan 5901 (Affordable), or the "Buy-Up" Plan BCBS Medical Plan 3769 shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay at least 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 2025. If a committee is established, the CITY shall provide the Association 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 in 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 his 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
FIELD TRAINING OFFICER (F.T.O.)

SECTION 20.1

The CITY agrees to compensate officers designated as a F.T.O. one and one-half (1 1/2) hours of overtime for every day the F.T.O. is assigned a trainee.

SECTION 20.2

The F.T.O. shall have one (1) (Private First Class type) stripe attached to the uniform sleeves to signify his/her position.

ARTICLE 21

SPECIALIZED UNITS

SECTION 21.1

All full-time Specialized Units, to include Detectives, Crime Prevention, Training, Sworn Evidence Custodian, School Resource Officer, Traffic Unit Officers, Internal Affairs Detectives, 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 fifty dollars (\$350.00) 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.

- \$150.00 Limit: watches and non-prescription sunglasses.
- \$350.00 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 1st, Martin Luther King's Birthday, Presidents Day, Memorial Day, Juneteenth, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24th and December 25th.

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 ½) 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:

A.	One (1) year of service but less than five (5):	96 hours per year
B.	Five (5) years of service but less than ten (10):	112 hours per year
C.	Ten (10) years of service but less than (15):	136 hours per year
D.	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 not to exceed three hundred and sixty (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 VACATIONLEAVE

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

For vacation purposes, reinstated employees, except employees 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. Any absences from work not covered by other types of leave provisions established by these rules.

SECTION 24.4 - PAYMENT OF UNUSED VACATIONLEAVE

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 their 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 employee's 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 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 ensuring 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

SECTION 27 (Continued)

chemical, biological 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 any one or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimen 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 confirmation test such as the GAS Chromatography/Mass spectrometry (GS/MS) 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

SECTION 27 (Continued)

or its designee shall have access to employee testing information. If disciplinary actions are brought 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 administrative 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 AND EXTERNAL INVESTIGATIONS

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 Officer 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

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 Officers 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 100 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 \$115,000.00 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. Members hired before October 1, 2012; the amount of standard form of annuity shall not exceed 100 percent of the member's average final compensation. In no event may the maximum pension payment to any member exceed the maximum allowable under section 401 of the Internal Revenue Code or other applicable law.

A. Overtime

1. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours annually. The first (300) hours in a fiscal year.
2. The amount of unused overtime accrued before September 27, 2012, is documented in the member's pension file held in the Finance department. These hours shall be included as compensation for pension purposes, up to the maximum allowable hours, up to one

hundred twenty (120) hours comp. In no way shall the amount used exceed the member's balance as documented on September 27, 2012.

B. Sick Leave and Vacation Time

1. Sick leave and vacation time accrued after September 27, 2012, shall not be used in the calculation of pension benefits.
2. The amount of unused sick leave, and vacation time accrued before September 27, 2012, is documented in the member's pension file held in the Finance department. These hours shall be included as compensation for pension purposes, up to the maximum allowable hours, seven hundred twenty (720) hours sick and three hundred sixty (360) vacation. In no way shall the amount used exceed the member's balance as documented on September 27, 2012.

ARTICLE 33
WAGES OFFICERS
FY2025

SECTION 33.1

For the CITY'S Fiscal Year 2025, starting on October 1, 2024:

- A step pay scale for bargaining unit members is established as provided in Table 1. The step pay scale contains a 9% increase from the previously established pay scale approved by the City Commission in FY 2024.
- Members will move to their correct step as provided in Table 2 for the FY 2025.
- The pay provisions for Fiscal Year 2025 will be retroactive to October 1, 2024.

For Fiscal Year 2025, Members will be placed into the next higher step. Members in step twelve (12) will not receive any increase above the negotiated increase in that step. All steps / increases are contingent upon funding availability.

Table 1
Fiscal Year 2024

Pay Step	Annual Salary
Non-Certified	\$53,136.28
1	\$55,932.92
2	\$57,349.76
3	\$58,860.09
4	\$61,104.93
5	\$64,954.79
6	\$ 67,177.78
7	\$69,401.99
8	\$73,847.97
9	\$76,072.18
10	\$80,518.16
11	\$ 82,930.79
12	\$85,935.89

Table 2			
Step as of Fiscal Year 2024			
Step	Dates of Hire*		
1	October 1, 2024	<i>I</i>	September 30, 2025
2	October 1, 2023	<i>I</i>	September 30, 2024
3	October 1, 202	<i>I</i>	September 30, 2023
4	October 1, 2021	<i>I</i>	September 30, 2022
5	October 1, 2020	<i>I</i>	September 30, 2021
6	October 1, 2019	<i>I</i>	September 30, 2020
7	October 1, 2018	<i>I</i>	September 30, 2019
8	October 1, 2017	<i>I</i>	September 30, 2018
9	October 1, 2016	<i>I</i>	September 30, 2017
10	October 1, 2015	<i>I</i>	September 30, 2016
11	October 1, 2014	<i>I</i>	September 30, 2015
12	Before		September 30, 2014
*Date hired as a police officer with the Fort Pierce Police Department.			

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

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, 2024 and shall remain in force up to and including September 30, 2027. The parties agree to re-open Article 33 (Wages) and one additional non-economic article of this Agreement for FY 2025-2026 in or around May of 2025; and re-open Article 33 (Wages) and one additional non-economic article for FY 2026-2027 in or around May of 2026.

For The City of Fort Pierce

For The Coastal Florida Police Benevolent Association

Linda Hudson Date
Mayor

JJ Woolsey Date
Chief Negotiator, CFBPA

Witnessed by:

DeVoshay Johnson Date
Deputy City Manager

Union Representative Date

Linda Cox Date
Acting City Manager

Diane Hobley-Burney Date
Chief of Police

Jared Sorensen Date
Chief Negotiator / HR

Approved as to form and correctness:

Sara Hedges, Esq. Date

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE
CITY OF FORT PIERCE
AND THE
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION
(Police Officer Unit)

October 1, 202~~4~~¹ to September 30, 202~~7~~⁴

Contract Ratified: 02/15/2023
City Commission Approval: 04/17/2023

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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 ASSOCIATION 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 # 1706.

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 the 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, #1706 as amended, excluding all other employees.

SECTION 2.2

For the purpose of this Agreement, the terms Bargaining Unit employees, Officer, 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 of 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 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

An Officer may be required to work in a higher classification as a Sergeant 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 three hundred twenty dollars (\$320.00) 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 four hundred dollars (\$400.00) 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 five hundred dollars (\$500.00) 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

WORKRULES

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 requires 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 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 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-~~fifty twenty~~ dollars (\$1~~52~~0.00) 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

SECTION 11
(Continued)

of canine 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 seventy five ~~fifty~~ dollars (\$475~~50~~) 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. 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 within 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, the employee shall submit the written grievance to the Chief of Police or approved designee.

SECTION 12 (Continued)

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 the 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)

The parties agree that in the event of any arbitration hearing, impasse hearing, PERC hearing, or other 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 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 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, and 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 qualifications 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 examination procedure and establish an eligibility list in the manner provided below. Eligibility shall be established as follows:

Sergeant's eligibility requirements:

- Have a minimum of two and a half (2 ½) years of experience with the Fort Pierce Police Department in the capacity of a sworn officer; and
 - Have received a rating of satisfactory or higher on the last three (3) performance evaluations; 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:
 - Sergeants -The eligibility list shall be comprised of the top ten (10) Officers with a passing score of seventy (70) on the 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, Medical Plan 5901 (Affordable), or the "Buy-Up" Plan BCBS Medical Plan ~~37690727~~ shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay at least 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 202~~2~~5. If a committee is established, the CITY shall provide the Association 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 in 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 his 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
FIELD TRAINING OFFICER (F.T.O.)

SECTION 20.1

The CITY agrees to compensate officers designated as a F.T.O. one and one-half (1 1/2) hours of overtime for every day the F.T.O. is assigned a trainee.

SECTION 20.2

The F.T.O. shall have one (1) (Private First Class type) stripe attached to the uniform sleeves to signify his/her position.

ARTICLE 21

SPECIALIZED UNITS

SECTION 21.1

All full-time Specialized Units, to include Detectives, Crime Prevention, Training, Sworn Evidence Custodian, School Resource Officer, Traffic Unit Officers, Internal Affairs Detectives, 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 fifty dollars (\$3500.00) 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.

- \$1500.00 Limit: watches and non-prescription sunglasses.
- \$3500.00 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 1st, Martin Luther King's Birthday, Presidents Day, Memorial Day, Juneteenth, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24th and December 25th.

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 ½) 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:

A.	One (1) year of service but less than five (5):	96 hours per year
B.	Five (5) years of service but less than ten (10):	112 hours per year
C.	Ten (10) years of service but less than (15):	136 hours per year
D.	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 not to exceed three hundred and sixty (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 of employment, vacation leave may be taken as earned subject to the approval of the Chief of Police or designee, who shall approve vacation leave so as to meet the operating requirements of the Department.

For vacation purposes, reinstated employees, except employees 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. Any 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 their 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 employee's 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 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 ensuring 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

SECTION 27 (Continued)

chemical, biological 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 any one or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimen 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 confirmation test such as the GAS Chromatography/Mass spectrometry (GS/MS) 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

SECTION 27 (Continued)

or its designee shall have access to employee testing information. If disciplinary actions are brought 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 administrative 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 AND EXTERNAL INVESTIGATIONS

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 Officer 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

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 Officers 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 ~~100~~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~~115,000.00 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~~Members hired before October 1, 2012; 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. In no event may the maximum pension payment to any member exceed the maximum allowable under section 401 of the Internal Revenue Code or other applicable law.~~

A. Overtime

~~All overtime earned but unused as of the effective date of this Agreement shall be included as compensation for pension purposes.~~

1. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours annually. The first (300) hours in a fiscal year.
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 case the parties shall meet to negotiate the same or different calculated amount.~~

3. The amount of unused overtime accrued before September 27, 2012, is documented in the member's pension file held in the Finance department. These hours shall be included as compensation for pension purposes, up to the maximum allowable hours, up to one hundred twenty (120) hours comp. In no way shall the amount used exceed the member's balance as documented on September 27, 2012.

B. Sick Leave and Vacation Time

- ~~2. 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.~~
1. ~~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.~~Sick leave and vacation time accrued after September 27, 2012, shall not be used in the calculation of pension benefits.
- ~~2. The CITY shall calculate~~The amount of unused overtime, sick leave, and vacation time accrued before September 27, 2012, is documented in the member's pension file held in the Finance department. These hours shall be included as compensation for pension purposes, up to the maximum allowable hours, seven hundred twenty (720) hours sick and three hundred sixty (360) vacation. In no way shall the amount used exceed the member's balance as documented on September 27, 2012, 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 OFFICERS
FY202~~54~~

SECTION 33.1

For the CITY'S Fiscal Year 202~~54~~, starting on October 1, 202~~43~~:

- A step pay scale for bargaining unit members is established as provided in Table 1. The step pay scale contains a ~~92~~% increase from the previously established pay scale approved by the City Commission in FY 202~~43~~.
- Members will move to their correct step as provided in Table 2 for the FY 202~~54~~.
- The pay provisions for Fiscal Year 202~~54~~ will be retroactive to October 1, 202~~43~~.

For Fiscal Year 2025, Members will be placed into the next higher step. Members in step twelve (12) will not receive any increase above the negotiated increase in that step. All steps / increases are contingent upon funding availability.

Table 1
Fiscal Year 2024

Pay Step	Annual Salary
Non-Certified	~~\$48,748.88~~ <u>53,136.28</u>
1	~~\$51,314.61~~ <u>55,932.92</u>
2	~~\$52,614.46~~ <u>57,349.76</u>
3	~~\$54,000.08~~ <u>58,860.09</u>
4	~~\$56,059.57~~ <u>61,104.93</u>
5	~~\$59,591.55~~ <u>64,954.79</u>
6	~~\$61,630.99~~ <u>67,177.78</u>
7	~~\$63,671.55~~ <u>69,401.99</u>
8	~~\$67,750.43~~ <u>73,847.97</u>
9	~~\$69,790.99~~ <u>76,072.18</u>
10	~~\$73,869.87~~ <u>80,518.16</u>
11	~~\$76,083.29~~ <u>82,930.79</u>
12	~~\$78,840.27~~ <u>85,935.89</u>

Table 2			
Step as of Fiscal Year 2024			
Step	Dates of Hire*		
1	October 1, 202 ~~43~~	<i>I</i>	September 30, 202 ~~54~~
2	October 1, 202 ~~32~~	<i>I</i>	September 30, 202 ~~43~~
3	October 1, 202 ~~1~~	<i>I</i>	September 30, 202 ~~32~~
4	October 1, 202 ~~10~~	<i>I</i>	September 30, 202 ~~21~~
5	October 1, 202 ~~019~~	<i>I</i>	September 30, 202 ~~10~~
6	October 1, 201 ~~98~~	<i>I</i>	September 30, 202 ~~019~~
7	October 1, 201 ~~87~~	<i>I</i>	September 30, 201 ~~98~~
8	October 1, 201 ~~76~~	<i>I</i>	September 30, 201 ~~87~~
9	October 1, 201 ~~65~~	<i>I</i>	September 30, 201 ~~76~~
10	October 1, 201 ~~54~~	<i>I</i>	September 30, 201 ~~65~~
11	October 1, 201 ~~43~~	<i>I</i>	September 30, 201 ~~54~~
12	Before		September 30, 201 ~~43~~
*Date hired as a police officer with the Fort Pierce Police Department.			

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

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, 2024~~41~~ and shall remain in force up to and including September 30, 2027~~74~~. The parties agree to re-open Article 33 (Wages) and one additional non-economic article of this Agreement for FY 2025-2026 in or around May of 2025; and re-open Article 33 (Wages) and one additional non-economic article for FY 2026-2027 in or around May of 2026.

For The City of Fort Pierce

For The Coastal Florida Police Benevolent Association

Linda Hudson Date
Mayor

~~Al Boettjer~~ JJ Woolsey Date
Chief Negotiator, CFBPA

Witnessed by:

~~Linda Cox~~ DeVoshay Johnson Date
~~Deputy City Manager~~ City Clerk

Union Representative Date

~~Linda Cox~~ Nicholas C. Mimms Date
~~Acting~~ City Manager

Diane Hobley-Burney Date
Chief of Police

~~DeVoshay Johnson~~ Jared Sorensen Date
Chief Negotiator / HR

Approved as to form and correctness:

~~Tanya Earley~~ Sara Hedges, Esq. Date
City Attorney



THE SUNRISE CITY

FORT PIERCE
CITY ATTORNEY'S OFFICE

JARED SORENSEN, HUMAN RESOURCES MANAGER

FROM:

SARA HEDGES, CITY ATTORNEY *SH*

RE:

REVIEW POLICE CBA

CAO RLS FILE:

RLS 24-392, 24-393, 24-394

DATE:

OCTOBER 8, 2024

Provided for review in this Request for Legal Services were three documents: the Collective Bargaining Agreement with the Officers, the Collective Bargaining Agreement with the Sergeants and Lieutenants, and a Memorandum of Understanding (MOU).

Following review of the two Collective Bargaining Agreements and comparing to last year's Agreements, because these documents were converted from pdf to Word, there were some copy over errors that were found. Per your review and our discussion, I have made the appropriate changes. I have also converted the track changes version to a true Redline version. Uploaded for your review are the Redline and Clean Copy versions of both Collective Bargaining Agreements. Please make sure you review each Collective Bargaining Agreement to ensure all negotiated changes are accurately reflected. If so, the uploaded documents are approved as to form and correctness.

The MOU needs further review and discussion. It will be addressed at a later date. As such, it is still being reviewed and is not approved at this time.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

SH

City Commission Day Meeting - 9:00 a.m.

9. d.

Meeting Date: 10/14/2024

Re: Collective Bargaining Agreement with PBA (Sergeants' & Lieutenants' Unit) October 1, 2024 - September 30, 2027

Submitted For: Jared Sorensen, Human Resources Manager, Administrative Services

SUBJECT:

Approval of the collective bargaining agreement between the City of Fort Pierce and Coastal Florida Police Benevolent Association (Sergeants' & Lieutenants' Unit) October 1, 2024 - September 30, 2027.

SUMMARY:

Negotiations begin in mid June, 2024, and the City and Union came to an agreement in August, 2024. There were several minor economic changes to articles pertaining to allowances and stipends, and a 9% increase for officers plus advancement to the next step in the compensation step plan. A redlined version of all negotiated changes is attached to this agenda item.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Staff would go back to the table and continue bargaining with the Unit.

RESPONSIBLE STAFF:

Jared Sorensen, Human Resource Manager

COORDINATED WITH:

Fort Pierce Police Department.

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2024 - 2025

Amount: 9% plus step

OTHER INFORMATION:

The 9% plus step increase has been budgeted in the 2024 - 2025 budget.

Attachments

Clean Copy

Redline Copy

City Attorney Approval

Form Review

Inbox

City Manager

Form Started By: Jared Sorensen

Final Approval Date: 10/09/2024

Reviewed By

Linda Cox

Date

10/09/2024 03:54 PM

Started On: 10/04/2024 05:35 PM

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FORT PIERCE

AND THE

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION
(Sergeants' and Lieutenants' Unit)

October 1, 2024 to September 30, 2027

Contract Ratified:
City Commission Approval:

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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 ASSOCIATION 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 the 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 of 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 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

WORKRULES

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 requires 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 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-fifty dollars (\$150.00) 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

SECTION 11 (Continued)

of canine 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 seventy five dollars (\$475) (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 within 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, the employee shall submit the written grievance to the Chief of Police or approved designee.

SECTION 12 (Continued)

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 the 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, PERC hearing, or other 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 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 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, and 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 qualifications 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 examination procedure and establish an eligibility list in the manner provided below. Eligibility shall be established as follows:

Lieutenant's eligibility requirements:

- Have a minimum of one (1) years 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 evaluations; 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, Medical Plan 5901 (Affordable), or the "Buy-Up" Plan BCBS Medical Plan 3769 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 2025. 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 in 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

All full-time Specialized Units, to include Detectives, Community Engagement, School Resource Officers, Traffic Officers, Internal Affairs/Professional Standards, 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 fifty dollars (\$350.00) 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.

- \$150.00 Limit: watches and non-prescription sunglasses.
- \$350.00 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 1st, Martin Luther King's Birthday, Presidents Day, Memorial Day, Juneteenth, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24th and December 25th.

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:

A.	One (1) year of service but less than five (5):	96 hours per year
B.	Five (5) years of service but less than ten (10):	112 hours per year
C.	Ten (10) years of service but less than (15):	136 hours per year
D.	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 not to exceed three hundred and sixty (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 of 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 employees 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. Any 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

SICKLEAVE

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 their 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 employee's 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 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 ensuring 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

SECTION 27 (Continued)

chemical, biological 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 any one or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimen 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 confirmation test such as the GAS Chromatography/Mass spectrometry (GS/MS) 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

SECTION 27 (Continued)

or its designee shall have access to employee testing information. If disciplinary actions are brought 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 administrative 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 AND EXTERNAL INVESTIGATIONS

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 Officer 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

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.

SECTION 32 (Continued)

ARTICLE 32 RETIREMENT PLAN

SECTION 32.1

The ordinance pertaining to the City of Fo11 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 100 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 \$115,000.00 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. Members hired before October 1, 2012; the amount of standard form of annuity shall not exceed 100 percent of the member's average final compensation. In no event may the maximum pension payment to any member exceed the maximum allowable under section 401 of the Internal Revenue Code or other applicable law.

A. Overtime

1. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours annually. The first (300) hours in a fiscal year.
2. The amount of unused overtime accrued before September 27, 2012, is documented in the member's pension file held in the Finance department. These hours shall be included as compensation for pension purposes, up to the maximum allowable hours, up to one hundred twenty (120) hours comp. In no way shall the amount used exceed the member's

SECTION 32 (Continued)

balance as documented on September 27, 2012.

B. Sick Leave and Vacation Time

1. Sick leave and vacation time accrued after September 27, 2012, shall not be used in the calculation of pension benefits.
2. The amount of unused-sick leave, and vacation time accrued before September 27, 2012, is documented in the member's pension file held in the Finance department. These hours shall be included as compensation for pension purposes, up to the maximum allowable hours, seven hundred twenty (720) hours sick and three hundred sixty (360) vacation. In no way shall the amount used exceed the member's balance as documented on September 27, 2012.

ARTICLE 33
WAGES
LIEUTENANTS AND SERGEANTS
FY 2025

SECTION 33.1

For the CITY'S Fiscal Year 2025, starting on October 1, 2024:

- A step pay scale for bargaining unit members is established as provided in Table 1. The step pay scale contains a 9% increase from the previously established pay scale approved by the City Commission in FY 2024.
- Members will move to their correct step as provided in Table 2 for the FY 2025.
- The pay provisions for Fiscal Year 2025 will be retroactive to October 1, 2024.

For Fiscal Year 2025, Members will be placed into the next higher step. 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.

LIEUTENANTS	FY 2025
Pay Step	
1	\$105,741.07
2	\$107,698.95
3	\$109,655.72
4	\$111,616.93
5	\$113,572.59
6	\$115,532.69
7	\$117,491.68
SERGEANTS	FY 2025
Pay Step	
1	\$87,494.21
2	\$89,046.29
3	\$90,671.74
4	\$92,297.19
5	\$93,924.86
6	\$95,551.43
7	\$97,177.99
8	\$98,803.44
9	\$100,422.22
10	\$102,064.35

Table 2			
Step as of Date of Promotion Fiscal Year-2025 (Lieutenants)			
Step	Dates of Promotion		
1	October 1,-2024	<i>I</i>	September 30, 2025
2	October 1, 2023	<i>I</i>	September 30, 2024
3	October 1, 2022	<i>I</i>	September 30, 2023
4	October 1, 2021	<i>I</i>	September 30, 2022
5	October 1, 2020	<i>I</i>	September 30, 2021
6	October 1, 2019	<i>I</i>	September 30, 2020
7	Before		September 30, 2019
Step as of Date of Promotion Fiscal Year 2024-2025 (Sergeants)			
Step	Dates of Promotion		
1	October 1, 2024	<i>I</i>	September 30, 2025
2	October 1, 2023	<i>I</i>	September 30, 2024
3	October 1, 2022	<i>I</i>	September 30, 2023
4	October 1, 2021	<i>I</i>	September 30, 2022
5	October 1,-2020	<i>I</i>	September 30, 2021
6	October 1, 2019	<i>I</i>	September 30, 2020
7	October 1, 2018	<i>I</i>	September 30, 2019
8	October 1,-2017	<i>I</i>	September 30, 2018
9	October 1,-2016	<i>I</i>	September 30, 2017
10	Before		September 30, 2016

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, 2024 and shall remain in force up to and including September 30, 2027. The parties agree to re-open Article 33 (Wages) and one additional non-economic article of this agreement for FY 2025-2026 in or around May of 2025; and re-open Article 33 (Wages) and one additional non-economic article for FY 2026-2027 in or around May of 2026.

For The City of Fort Pierce

For The Coastal Florida Police Benevolent Association

Linda Hudson Date
Mayor

JJ Woolsey Date
Chief Negotiator, CFBPA

Witnessed by:

DeVoshay Johnson Date
Deputy City Manager

Union Representative Date

Linda Cox Date
Acting City Manager

Diane Hobley-Burney Date
Chief of Police

Jared Sorensen Date
Chief Negotiator / HR

Approved as to form and correctness:

Sara Hedges, Esq. Date
City Attorney

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF FORT PIERCE

AND THE

COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION
(Sergeants' and Lieutenants' Unit)

October 1, 202~~4~~¹ to September 30, 202~~7~~⁴

Contract Ratified: 02/15/2023
City Commission Approval: 04/17/2023

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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 ASSOCIATION 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 the 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 of 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 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

WORKRULES

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 requires 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 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-~~fifty~~ ~~twenty~~ dollars (\$1~~52~~0.00) 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

SECTION 11
(Continued)

of canine 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 seventy five ~~fifty~~ dollars (\$475~~50~~) (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 within 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, the employee shall submit the written grievance to the Chief of Police or approved designee.

SECTION 12 (Continued)

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 the 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, PERC hearing, or other 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 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 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, and 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 qualifications 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 examination procedure and establish an eligibility list in the manner provided below. Eligibility shall be established as follows:

Lieutenant's eligibility requirements:

- Have a minimum of one (1) years 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 evaluations; 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, Medical Plan 5901 (Affordable), or the "Buy-Up" Plan BCBS Medical Plan 3769 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 20225. 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 in 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

All full-time Specialized Units, to include Detectives, ~~Crime Prevention~~ Community Engagement, School Resource Officers, Traffic Officers, Internal Affairs/Professional Standards, 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 fifty dollars (\$3500.00) 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.

- \$1500.00 Limit: watches and non-prescription sunglasses.
- \$3500.00 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 1st, Martin Luther King's Birthday, Presidents Day, Memorial Day, Juneteenth, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day, December 24th and December 25th.

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:

A.	One (1) year of service but less than five (5):	96 hours per year
B.	Five (5) years of service but less than ten (10):	112 hours per year
C.	Ten (10) years of service but less than (15):	136 hours per year
D.	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 not to exceed three hundred and sixty (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 of 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 employees 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. Any 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

SICKLEAVE

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 their 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 employee's 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 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 ensuring 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

SECTION 27 (Continued)

chemical, biological 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 any one or combination of the following: urine, blood, hair, saliva, breath, or other appropriate body specimen. Collection of specimen 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 confirmation test such as the GAS Chromatography/Mass spectrometry (GS/MS) 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

SECTION 27 (Continued)

or its designee shall have access to employee testing information. If disciplinary actions are brought 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 administrative 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 AND EXTERNAL INVESTIGATIONS

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 Officer 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

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.

SECTION 32 (Continued)

ARTICLE 32 RETIREMENT PLAN

SECTION 32.1

The ordinance pertaining to the City of Fall 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 ~~100~~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~~115,000.00 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~~Members hired before October 1, 2012; 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. In no event may the maximum pension payment to any member exceed the maximum allowable under section 401 of the Internal Revenue Code or other applicable law.~~

A. Overtime

~~All overtime earned but unused as of the effective date of this Agreement shall be included as compensation for pension purposes~~

1. Overtime hours used in the calculation of pension benefits are capped at three hundred (300) hours annually. The first (300) hours in a fiscal year.
~~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 case~~

SECTION 32 (Continued)

- ~~the parties shall meet to negotiate the same or different calculated amount.~~
2. The amount of unused overtime accrued before September 27, 2012, is documented in the member's pension file held in the Finance department. These hours shall be included as compensation for pension purposes, up to the maximum allowable hours, up to one hundred twenty (120) hours comp. In no way shall the amount used exceed the member's balance as documented on September 27, 2012.

B. Sick Leave and Vacation Time

- ~~2. — 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.~~
1. ~~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.~~ Sick leave and vacation time accrued after September 27, 2012, shall not be used in the calculation of pension benefits.
- ~~2. — The CITY shall calculate t~~ The amount of unused overtime-sick leave, and vacation time accrued before September 27, 2012, is documented in the member's pension file held in the Finance department. These hours shall be included as compensation for pension purposes, up to the maximum allowable hours, seven hundred twenty (720) hours sick and three hundred sixty (360) vacation. In no way shall the amount used exceed the member's balance as documented on September 27, 2012, 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
FY 202~~5~~4

SECTION 33.1

For the CITY'S Fiscal Year 202~~5~~4, starting on October 1, 202~~4~~3:

- A step pay scale for bargaining unit members is established as provided in Table 1. The step pay scale contains a ~~9~~2% increase from the previously established pay scale approved by the City Commission in FY 202~~4~~3.
- Members will move to their correct step as provided in Table 2 for the FY 202~~5~~4.
- The pay provisions for Fiscal Year 202~~5~~4 will be retroactive to October 1, 202~~4~~3.

For Fiscal Year 202~~5~~4, Members will be placed into the next higher step. 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.

LIEUTENANTS	FY 202~~5~~4
Pay Step	
1	~~\$97,010.16~~ <u>\$105,741.07</u>
2	~~\$98,806.38~~ <u>\$107,698.95</u>
3	~~\$100,601.58~~ <u>\$109,655.72</u>
4	~~\$102,400.86~~ <u>\$111,616.93</u>
5	~~\$104,195.04~~ <u>\$113,572.59</u>
6	~~\$105,993.30~~ <u>\$115,532.69</u>
7	~~\$107,790.54~~ <u>\$117,491.68</u>
SERGEANTS	FY 202~~5~~4
Pay Step	
1	~~\$80,269.92~~ <u>\$87,494.21</u>
2	~~\$81,693.84~~ <u>\$89,046.29</u>
3	~~\$83,185.08~~ <u>\$90,671.74</u>
4	~~\$84,676.32~~ <u>\$92,297.19</u>
5	~~\$86,169.60~~ <u>\$93,924.86</u>
6	~~\$87,661.86~~ <u>\$95,551.43</u>
7	~~\$89,154.12~~ <u>\$97,177.99</u>
8	~~\$90,645.36~~ <u>\$98,803.44</u>
9	~~\$92,130.48~~ <u>\$100,422.22</u>
10	~~\$93,637.02~~ <u>\$102,064.35</u>

Table 2		
Step as of Date of Promotion Fiscal Year ~~2024~~ <u>2025</u> (Lieutenants)		
Step	Dates of Promotion	
1	October 1, ~~2023~~ <u>2024</u>	I September 30, ~~2024~~ <u>2025</u>
2	October 1, ~~2022~~ <u>2023</u>	I September 30, ~~2023~~ <u>2024</u>
3	October 1, ~~2021~~ <u>2022</u>	I September 30, ~~2022~~ <u>2023</u>
4	October 1, ~~2020~~ <u>2021</u>	I September 30, ~~2021~~ <u>2022</u>
5	October 1, ~~2019~~ <u>2020</u>	I September 30, ~~2020~~ <u>2021</u>
6	October 1, ~~2018~~ <u>2019</u>	I September 30, ~~2019~~ <u>2020</u>
7	Before	September 30, ~~2018~~ <u>2019</u>
Step as of Date of Promotion Fiscal Year ~~2024~~ <u>2025</u> (Sergeants)		
Step	Dates of Promotion	
1	October 1, ~~2023~~ <u>2024</u>	I September 30, ~~2024~~ <u>2025</u>
2	October 1, ~~2022~~ <u>2023</u>	I September 30, ~~2023~~ <u>2024</u>
3	October 1, ~~2021~~ <u>2022</u>	I September 30, ~~2022~~ <u>2023</u>
4	October 1, ~~2020~~ <u>2021</u>	I September 30, ~~2021~~ <u>2022</u>
5	October 1, ~~2019~~ <u>2020</u>	I September 30, ~~2020~~ <u>2021</u>
6	October 1, ~~2018~~ <u>2019</u>	I September 30, ~~2019~~ <u>2020</u>
7	October 1, ~~2017~~ <u>2018</u>	I September 30, ~~2018~~ <u>2019</u>
8	October 1, ~~2016~~ <u>2017</u>	I September 30, ~~2017~~ <u>2018</u>
9	October 1, ~~2015~~ <u>2016</u>	I September 30, ~~2016~~ <u>2017</u>
10	Before	September 30, ~~2015~~ <u>2016</u>

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, 2024~~4~~ and shall remain in force up to and including September 30, 2027~~4~~. The parties agree to re-open Article 33 (Wages) and one additional non-economic article of this agreement for FY 2025-2026 in or around May of 2025; and re-open Article 33 (Wages) and one additional non-economic article for FY 2026-2027 in or around May of 2026.

For The City of Fort Pierce

For The Coastal Florida Police Benevolent Association

Linda Hudson Date
Mayor

~~Al Boettjer~~ JJ Woolsey Date
Chief Negotiator, CFBPA

Witnessed by:

~~Linda Cox~~ DeVoshay Johnson Date
~~Deputy City Manager~~ City Clerk

Union Representative Date

~~Linda Cox~~ Nicholas C. Mimms Date
~~Acting~~ City Manager

Diane Hobley-Burney Date
Chief of Police

~~DeVoshay Johnson~~ Jared Sorensen Date
Chief Negotiator / HR

Approved as to form and correctness:

~~Tanya Earley~~ Sara Hedges, Esq. Date
City Attorney



THE SUNRISE CITY

FORT PIERCE
CITY ATTORNEY'S OFFICE

JARED SORENSEN, HUMAN RESOURCES MANAGER

FROM:

SARA HEDGES, CITY ATTORNEY *SH*

RE:

REVIEW POLICE CBA

CAO RLS FILE:

RLS 24-392, 24-393, 24-394

DATE:

OCTOBER 8, 2024

Provided for review in this Request for Legal Services were three documents: the Collective Bargaining Agreement with the Officers, the Collective Bargaining Agreement with the Sergeants and Lieutenants, and a Memorandum of Understanding (MOU).

Following review of the two Collective Bargaining Agreements and comparing to last year's Agreements, because these documents were converted from pdf to Word, there were some copy over errors that were found. Per your review and our discussion, I have made the appropriate changes. I have also converted the track changes version to a true Redline version. Uploaded for your review are the Redline and Clean Copy versions of both Collective Bargaining Agreements. Please make sure you review each Collective Bargaining Agreement to ensure all negotiated changes are accurately reflected. If so, the uploaded documents are approved as to form and correctness.

The MOU needs further review and discussion. It will be addressed at a later date. As such, it is still being reviewed and is not approved at this time.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

SH

City Commission Day Meeting - 9:00 a.m.

10. a.

Meeting Date: 10/14/2024

Re: Approving The Drone Replacement Program Financial Assistance Agreement Resolution, 24-R54

Submitted For: Robert Ridle, Deputy Chief, Dist. 2, Police Department

SUBJECT:

Resolution 24-R54 which authorizes a grant from FDLE for a Drone Replacement Program Financial Assistance

SUMMARY:

The Fort Pierce Police Department has been awarded a grant from the Florida Department of Law Enforcement (FDLE) for the replacement costs of noncompliant drones, up to \$25,000.00 for each drone. This agreement allows the Fort Pierce Police Department to purchase two additional drones for public safety operations at no cost to the city. The City Attorney has reviewed the terms and conditions of the Drone Replacement Program Financial Assistance Agreement and has drafted Resolution 24-R54. This resolution approves the agreement and designates the Chief of Police as the recipient chief official designee, giving the Chief of Police authorization to sign additional documents related to the agreement.

RECOMMENDATION:

The recommendation is to approve resolution 24-R54 and have the City of Fort Pierce accept the grant on behalf of the Fort Pierce Police Department.

ALTERNATIVES:

The alternative would be to use City funds, approximately \$50,000.00, to purchase two drone systems with the necessary software, attachments, batteries, chargers, etc.

RESPONSIBLE STAFF:

Deputy Chief Robert Ridle and Lieutenant Brian MacNaught.

COORDINATED WITH:

Florida Department of Law Enforcement, City of Fort Pierce, Fort Pierce Police Department, and City Attorney Sara Hedges

Fiscal Impact

Budgeted Y/N: No
Fiscal Year: 2025
Amount: \$50,000.00

OTHER INFORMATION:

This is a non-matching, reimbursement award, from the Florida Department of Law Enforcement for up to \$25,000.00 per drone.

Attachments

Drone Replacement Financial Assistance Agreement
Resolution 24-R54

Request for Legal Services memorandum

Form Review

Inbox

City Manager

Form Started By: Brian MacNaught

Final Approval Date: 10/09/2024

Reviewed By

Linda Cox

Date

10/09/2024 08:28 AM

Started On: 10/01/2024 10:21 AM

**Drone Replacement Program Financial Assistance Agreement
between
Florida Department of Law Enforcement
and**

This agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the Recipient Agency named above.

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide state financial assistance to the Recipient upon the terms and conditions hereinafter set forth, and

WHEREAS, The General Appropriations Act, 2023 Legislature, Section 123 provides approximately \$25,000,000 in nonrecurring funds to the Florida Department of Law Enforcement for the Drone Replacement Program established in Chapter 2023-240, Laws of Florida, and

WHEREAS, The General Appropriations Act, 2024 Legislature, Section 147, reverted and appropriated the unexpended balance of funds for use in the 2024-2025 fiscal year, and

WHEREAS, Chapter No. 2024-228, Section 44, amended Drone Replacement Program requirements, and

WHEREAS, Section 934.50, Florida Statutes establishes rules, regulations, and security standards for the use of drones by governmental entities, and

WHEREAS, pursuant to Rule 60GG-2.0075, Florida Administrative Code, the Department of Management Services (DMS) has published minimum security standards for drones used by governmental entities; and

WHEREAS, the Recipient purchased a drone that does not meet the minimum security standards in Rule 60GG-2.0075, Florida Administrative Code, and

WHEREAS, the Recipient seeks to receive funding to replace the noncompliant drone with a drone that meets required minimum security standards.

NOW THEREFORE, in consideration of the foregoing, the parties hereto agree to this agreement as follows:

This agreement is subject to all applicable state financial assistance standard conditions provided in **Appendix B**.

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature, availability of funds, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

FDLE will administer and disburse funds under this agreement in accordance with sections 215.97, 215.971, 215.981 and 215.985, F.S. for state financial assistance. The Recipient shall perform all tasks, activities, and provide deliverables, including reports, as specified in this agreement. FDLE's determination of acceptable expenditures shall be conclusive.

The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Expenditures of state financial assistance shall be compliant with laws, rules and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures published by the Florida Department of Financial Services.

OVERVIEW AND FUNDING

Project Title: FY2024-25 Drone Replacement Program

Project Start Date: 07/01/2024

Project End Date: 06/30/2025

Program Activities and Scope of Work

The Florida Legislature amended Section 934.50, Florida Statutes during the 2022 session. By July 1, 2022 governmental agencies using any drone not produced by an approved manufacturer must implement a plan to discontinue the use of the such drone by January 1, 2023. This grant provides funding for the Recipient to replace drones that are not in compliance with Rule 60GG-2.0075, Florida Administrative Code. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed \$25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

To be eligible for payment under this program, the noncompliant drone must not be at end-of-life and must still be in working condition. In order to receive reimbursement for this program, drones which were purchased that are not compliant with the minimum security standards established in Rule 60GG-2.0075, Florida Administrative Code, must be relinquished to the Florida Department of Law Enforcement.

In accordance with revised program guidelines established in the 2024 legislative session, the first two functional drones of each make and model relinquished to the Department, will be provided to the Florida Center for Cybersecurity at the University of South Florida (USF) for analysis. All drones relinquished to the Department and not subsequently provided to the Florida Center for Cybersecurity will be destroyed.

Additionally, under the new program guidelines established in 2024-228, Section 44, the Department will use a portion of these funds to increase awards previously provided in fiscal year 2023-2024, which were based on the noncompliant drone's current value.

RECIPIENT'S RESPONSIBILITY

The Recipient must prepare a Drone Certification Form (**Appendix A**) for the noncompliant drone(s) they are seeking replacement for. This form includes an attestation that the noncompliant drone has not reached its end of life and is in working condition at the time it is relinquished. This must be provided to the Department at the time of relinquishment and should be accompanied by any operational manuals that distinguish make, model, and year of the noncompliant drone(s). This is crucial for the analysis conducted by the Center for Cybersecurity at the University of South Florida.

The Recipient must submit documentation for the original purchase of the noncompliant drone, including but not limited to: invoice, cancelled check or bank statement, or other proof of payment to document the noncompliant drone was originally purchased by the Recipient organization.

The Recipient is responsible for relinquishing the noncompliant drone to the Florida Department of Law Enforcement to either Tallahassee Regional Operations Center or Tampa Bay Regional Operations Center. To facilitate this process, the Recipient must schedule an appointment with the below FDLE contact for the appropriate location for relinquishment of the noncompliant drone. The days that appointments can be scheduled are Tuesdays from 9:00 AM to 5:00 PM (EST) and Thursdays from 1:00 PM - 5:00 PM (EST).

Tallahassee Regional Operations Center (TROC)– 2331 Phillips Road, Tallahassee, FL 32308

Point of Contact: Robert Lyons – 850-410-7419 – RobertLyons@fdle.state.fl.us

Tampa Bay Regional Operations Center(TBROC) – 4211 North Lois Avenue, Tampa, FL 33614

Point of Contact: Corey Monaghan – 813-878-7887 – CoreyMonaghan@fdle.state.fl.us

Alternate POC: Richard Kaplan – RichardKaplan@fdle.state.fl.us

Funds received under this program must be used to acquire drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code. The approved drones must have a purchase date of January 1, 2022 or later.

DELIVERABLES

As stated in the scope and responsibilities above, the Recipient shall relinquish any noncompliant drones to the Department and purchase new drones that are compliant with Rule 60GG-2.0075, Florida Administrative Code.

DISTRIBUTION AND PAYMENTS

This award is a cost-reimbursement agreement with the ability to request a cash advance. The Recipient will be awarded funds in an amount commensurate with the replacement cost, not to exceed \$25,000 per compliant drone, for each noncompliant drone relinquished to the Department.

Any funds paid in excess of the amount to which the participating agency is entitled under the terms and conditions of the agreement must be refunded to FDLE. Factual misrepresentations of drone purchases or other certifications will result in the loss of funding.

Funds under this agreement will be disbursed when all the following criteria are met:

- Executed agreement is signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- The Drone Certification Form (Appendix A) is prepared and signed by the Chief Official and provided to OCJGSFA@fdle.state.fl.us;
- Noncompliant drones are relinquished to FDLE and the Drone Certification Form (Appendix A) is signed by the FDLE point-of-contact in the region where it is relinquished; and
- Drone Certification Form (Appendix A) signed by the FDLE Regional Operations Center point-of-contact is provided to OCJGSFA@fdle.state.fl.us.
- Criteria is met for Option 1 (Reimbursement) or Option 2 (Cash Advance):

Option 1 = Reimbursement: The Recipient may use its own funds to purchase the compliant drone and provide documentation related to the purchase including: purchase order, invoice, and proof of payment (cancelled check, bank/card statement, etc.). This method may be used for agencies who may have purchased a compliant drone prior to this program being released.

Option 2 = Cash Advance: The Recipient may request a cash advance to receive program funds and subsequently purchase the compliant drone. In order to qualify for this method of payment, the Recipient must provide a valid, executed purchase order and must be ready to order the compliant drone immediately upon the receipt of advanced funds. The Recipient must provide documentation of purchase (invoice) and proof of payment (cancelled check, bank/card statement, etc.) within 45 days of receiving the advanced funds. Failure to provide documentation within 45 days will result in the Recipient being required to submit a refund to FDLE.

FDLE GRANT MANAGEMENT CONTACTS

The following individuals can assist with any program related questions or concerns:

FDLE Grant Manager

Name: Patricia Stark

Title: Government Analyst II

Phone: 850-617-1252

Email: PatriciaStark@fdle.state.fl.us

FDLE Grant Supervisor

Name: Tennille Robinette

Title: Senior Management Analyst Supervisor

Phone: 850-617-1268 or 850-661-9295

Email: TennilleRobinette@fdle.state.fl.us

If you are unable to reach either member above directly, please call the Office of Criminal Justice Grants main line at 850-617-1250 or email OCJGSFA@fdle.state.fl.us.

RECIPIENT CONTACTS

For assistance with any contract or financial questions, the Florida Department of Law Enforcement can contact:

Contract/Grant Manager:

(please print)

Name:

Title:

Phone:

Email:

Chief Official

(please print)

Name:

Title:

Phone:

Email:

Financial Contact:

(please print)

Name:

Title:

Phone:

Email:

Alternate Point-of- Contact

(please print)

Name:

Title:

Phone:

Email:

Recipient's Vendor ID (FEID/EIN):

Please provide the Remittance/Payment Address where a check should be mailed if the Recipient is not set up for EFTs from the State of Florida:

Entity Name:

Address 1:

Address 2:

City, State, Zip:

SIGNATURES

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeouts, whiteout, etc. are not permitted.

Florida Department of Law Enforcement Office of Criminal Justice Grants

Signature: _____ Date: _____

Printed Name and Title: _____ Cody Menacof, Bureau Chief

Recipient

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

Recipient Chief Official

Signature: _____ Date: _____

Printed Name and Title: _____

***** If using a designee, sign the Chief Official Designee section below*****

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____ Diane Hobley-Burney, Chief of Police

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____ Sara Hedges, City Attorney

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A – Drone Certification Form

Recipient:

Select One: **New Participant** **Additional Drones (FY24-25)**

NOTE: Please do not list accessories as line items. If you wish to capture the cost of accessories your department has invested in the noncompliant drone, please add it the purchase price of the drone.

	Drone ID (Serial #)	Make	Model	Purchase Date	Purchase Price
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

On behalf of the Recipient, I acknowledge the following statements are true and correct:

1. The drones above are in working order and not at their end of life.
2. Funds provided for the drone(s) above will only be used for the purchase of compliant drones.
3. Documentation for the initial purchase of each relinquished, noncompliant drone above was, or will be, provided to OCJGSFA@fdle.state.fl.us.

Signature:

Date:

Name/Title:

****** FDLE Regional Operations Center ONLY ******

I certify the drones listed above were received and verified on the date provided below.

Signature

Date

Appendix B – FY2024-25 State Financial Assistance Standard Conditions

The following terms and conditions will be binding upon approval of the grant award and execution of the contract by both the Recipient and the Florida Department of Law Enforcement. The Recipient will maintain required registrations and certifications for eligibility under this program.

The Department and the Recipient agree that they do not contemplate the development, transfer or receipt of intellectual property as a part of this agreement.

SECTION I: PROJECT IMPLEMENTATION

Legal Authority: The Recipient certifies with respect to this agreement that it possesses the legal authority to receive the funds to be provided under this agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this agreement.

Not Operational within 60 and 90 Days: If a project is not operational within 60 days of the original start date of the award period, the Recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date. If a project is not operational within 90 days of the original start date of the award period, the Recipient must submit a second statement to the Department explaining the implementation delay. Upon receipt of the 90-day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, require additional project documentation and justifications throughout the award period. The Department will also require the Recipient provide a revised project timeline that includes all anticipated project activities, tasks, and estimated completion date(s).

SECTION II: PAYMENTS

Obligation to Pay: The State of Florida's obligation to pay under this agreement is contingent upon an appropriation by the Legislature.

Overpayments: Any funds paid in excess of the amount to which the Recipient is entitled under the terms and conditions of the agreement must be refunded to the Department. Any balance of unobligated cash that has been paid and has not been authorized to be retained for direct program costs in a subsequent period must be refunded to the Department.

Advance Funding (Drone Program Only): Advance funding may be provided to a Recipient upon completion and submission of the following to the assigned FDLE Grant Manager: (1) a completed "Compliant Drone Cash Advance Request" form, (2) a valid, executed Purchase Order, and (3) vendor quote(s) for the compliant drone. The request form must be signed by the Chief Official. Advanced funds must be spent on drone purchase within 30 days of receipt. In order to reconcile the Cash Advance, the Recipient must provide the invoice and proof of payment for the compliant drone to the assigned FDLE Grant Manager within 45 days of the receipt of the advanced funding. Should extenuating circumstances arise which prevent the expenditure of advance funds within 30 days of receipt, or the provision of required documentation to reconcile the funds, a written request to retain the funds must be provided by the Recipient and approved by the Department. Failure to provide documentation will result in a refund of any advanced funding.

SECTION III: PROJECT AND GRANT MANAGEMENT

Personnel Changes: The Recipient must notify the FDLE grant manager of any change in the Chief Officials or Project Director or any change in contact information, including mailing address, phone number, email, or title change.

Obligation of Grant Funds: Grant funds shall not under any circumstances be obligated prior to the effective date, or subsequent to the termination date, of the period of performance. Only project costs incurred on or after the effective date, and on or prior to the termination date of the Recipient's project are eligible for reimbursement. All payments must be completed within thirty (30) days of the end of the grant period of performance.

Financial Management: The Recipient must have a financial management system able to record and report on the receipt, obligation, and expenditure of grant funds. An adequate accounting system must be able to separately track receipts, expenditures, assets, and liabilities for awards, programs, and subrecipients. The Recipient shall maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices. Recipient must have written procedures for procurement transactions.

Travel: Cost for travel shall be reimbursed at the Recipient's travel rate, but the maximum reimbursement for each type of travel cost shall not exceed rates established in State of Florida Travel Guidelines, §112.061, F.S.

Subcontracts: Recipient agrees that all employees, subcontractors, or agents performing work under the agreement shall be properly trained individuals who meet or exceed any specified training qualifications. Recipient agrees to be responsible for all work performance and all expenses incurred in fulfilling the obligations of this agreement, and will not assign the responsibility for this agreement to another party. If the Recipient subcontracts any or all of the work required under this agreement, the Recipient must provide a completed DFS-A2-NS (Recipient-Subrecipient vs. Vendor Determination) form and a copy of the executed subcontract within thirty (30) days after execution of the subcontract. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by all applicable state and federal laws and regulations, and (ii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this agreement, to the extent allowed and required by law.

Grant Adjustments: Recipients must submit a Request for Grant Adjustment to the FDLE grant manager for substantive changes such as: scope modifications, changes to project activities, target populations, service providers, implementation schedules, project director, designs or research plans set forth in the approved agreement, and for any budget changes affecting a cost category that was not included in the original budget. Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval, as long as the funds are transferred to an existing line item. Adjustments are required when there will be a transfer of 10% or more of the total budget between budget categories. Under no circumstances can transfers of funds increase the total award. Requests for changes to the grant agreement must be signed by the Recipient or Implementing Agency's chief official or the chief official's designee. All requests for changes must be submitted no later than thirty (30) days prior to grant expiration date.

Property Management: The Recipient shall establish and administer a system to protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement.

SECTION IV: MANDATORY DISCLOSURES

Conflict of Interest: The Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to the Department.

Violations of Criminal Law: The Recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the grant award.

Convicted Vendors: The Recipient shall disclose to the Department if it, or any of its affiliates, as defined in §287.133(1)(a) F.S., is on the convicted vendor list. A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any activities listed in the agreement for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

Vendors on Scrutinized Companies Lists: If this agreement is in the amount of \$1 million or more, Recipient certifies upon executing this agreement, that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to §215.473, F.S., or engaged in business operations in Cuba or Syria. In the event that federal law ceases to authorize the states to adopt and enforce the contracting prohibition identified herein, this provision shall be null and void.

Discriminatory Vendors: The Recipient shall disclose to the Department if it or any of its affiliates, as defined by §287.134(1)(a), F.S. appears on the discriminatory vendors list. An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not a) submit a bid, proposal, or reply on a contract or agreement to provide any goods or services to a public entity; b) submit a bid, proposal, or reply on a contract or agreement with a public entity for the construction or repair of a public building or public work; c) submit bids, proposals, or replies on leases of real property to a public entity; d) be awarded or perform work as a contractor, subcontractor, Recipient, supplier, subrecipient, or consultant under a contract or agreement with any public entity; or e) transact business with any public entity.

Reporting Potential Fraud, Waste, Abuse, and Similar Misconduct: The Recipient must promptly refer to the Department of Law Enforcement, Office of Criminal Justice Grants any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a claim for grant funds that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving grant funds.

Non-Disclosure Agreements: Restrictions and certifications regarding non-disclosure agreements and related matters Recipients or contracts/subcontracts under this award may not require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits, restricts or purports to prohibit or restrict, the reporting of waste, fraud or abuse in accordance with law, to an investigative or law enforcement representative of a state or federal department or agency authorized to receive such information. The Recipient certifies that if informed or notified of any subrecipient, or contractor/subcontractor has been requiring their employees to execute agreements or statements that prohibit the reporting of fraud, waste, or abuse that it will immediately cease all further obligations of award funds to the entity and will immediately notify the Department. The Recipient will not resume obligations until expressly authorized to do so from the Department.

SECTION V: COMPLIANCE WITH STATUTES, RULES, AND REGULATIONS

In performing its obligations under this agreement, the Recipient shall without exception be aware of and comply with all State and Federal laws, rules and regulations relating to its performance under this agreement as they may be enacted or amended from time-to-time, as well as any court or administrative order, judgment, settlement or compliance agreement involving the Department which by its nature affects the services provided under this agreement. The following are examples of rules and regulations that govern Recipient's performance under this agreement.

Lobbying Prohibited: The Recipient shall comply with the provisions of 11.062 and 216.347, F.S., which prohibit the expenditure of funds for the purpose of lobbying the Legislature, judicial branch, or a State agency. No funds or other resources received from the Department in connection with this agreement may

be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

State of Florida E.O. 20-44: Public-Private Partnerships: Any entity named in statute with which the agency must form a sole-source, public-private agreement; and any nongovernmental Recipient receiving 50% or more of their annual budget from any combination of state or federal funding must submit an annual report to the Office of Criminal Justice Grants. The report must include the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. In addition, the Recipient must agree through appropriate contract or grant agreement amendment to inform the agency of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Recipient.

Civil Rights: The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.) and shall not discriminate against any employee (or applicant for employment) in the performance of this agreement because of race, color, religion, sex, national origin, disability, age, or marital status. These requirements shall apply to all contractors, subcontractors, subgrantees or others with whom it arranges to provide services or benefits to clients or employees in connection with its programs and activities.

E-Verify: The Department shall consider the employment by any contractor of unauthorized aliens a violation of section 274(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this contract. Pursuant to F.S. 448.095, the Contracting Party and any subcontractors are required to register with and use the E-Verify system operated by the U.S. Department of Homeland Security beginning on January 1, 2021. The Contracting Party and any subcontractors are prohibited from entering into contracts with one another unless all parties register and use the E-Verify system. Subcontractors who enter into contracts with the Contracting Party are required to provide a certification that the subcontractor does not employ or use unauthorized aliens as defined in the statute, a copy of which the Contracting Party must maintain. The Contracting Party and any subcontractors are required to terminate a contract if a party has a good faith belief that another party is in violation of F.S. 448.09(1), prohibiting the employment of unauthorized aliens. If a public employer has a good faith belief that the subcontractor has violated these requirements, but that the Contracting Party has otherwise complied, the public employer must notify the Contracting Party to terminate its contract with the subcontractor. A party may challenge a contract termination in accordance with these requirements. A penalized Contractor is prohibited from obtaining another contract with a public employer for at least one year.

Background Check: Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Chapter 435 F.S., shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile record checks through the Florida Department of Law Enforcement, and federal criminal record checks through the Federal Bureau of Investigation, and may include local criminal record checks through local law enforcement agencies.

Public Records: As required by 287.058(1)(c), F.S., the Recipient shall allow public access to all documents, papers, letters, or other public records as defined in 119.011(12), F.S. as prescribed by 119.07(1) F.S., made or received by the Recipient in conjunction with this agreement, except public records which are made confidential by law must be protected from disclosure. It is expressly understood that the Recipient's failure to comply with this provision shall constitute an immediate breach of contract, for which the Department may unilaterally terminate this agreement.

Independent Contractor, Subcontracting and Assignments: In performing its obligations under this agreement, the Recipient shall at all times be acting in the capacity of an independent contractor and not as an officer, employee, or agent of the State of Florida. Neither the Recipient nor any of its agents, employees, subcontractors or assignees shall represent to others that it is an agent of or has the authority to bind the Department by virtue of this agreement, unless specifically authorized in writing to do so.

Timely Payment of Subcontractors: To the extent that a subcontract provides for payment after Recipient's receipt of payment from the Department, the Recipient shall make payments to any subcontractor within 7 working days after receipt of full or partial payments from the Department in accordance with §287.0585, F.S., unless otherwise stated in the agreement between the Recipient and subcontractor. Failure to pay within seven (7) working days will result in a penalty that shall be charged against the Recipient and paid by the Recipient to the subcontractor in the amount of one-half of one percent (.005) of the amount due per day from the expiration of the period allowed for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen (15%) percent of the outstanding balance due.

Notice of Legal Actions: The Recipient shall notify the Department of potential or actual legal actions taken against the Recipient related to services provided through this agreement or that may impact the Recipient's ability to complete the deliverables outlined herein, or that may adversely impact the Department. The Department's Grant Manager will be notified within 10 days of Recipient becoming aware of such actions or potential actions or from the day of the legal filing, whichever comes first.

Property: In accordance with 287.05805, F.S., any State funds provided for the purchase of or improvements to real property are contingent upon the Recipient granting to the State a security interest in the property at least to the amount of the State funds provided for at least five (5) years from the date of purchase or the completion of the improvements or as further required by law.

SECTION VI: RECORDS, AUDITS, AND INFORMATION SECURITY

Records Retention: Retention of all financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this agreement shall be maintained by the Recipient during the term of this agreement and retained for a period of five (5) years after completion of the agreement or longer when required by law. In the event an audit is required under this agreement, records shall be retained for a minimum period of five years after the audit report is issued or until resolution of any audit findings or litigation based on the terms of this agreement, at no additional cost to the Department. Upon demand, at no additional cost to the Department, the Recipient will facilitate the duplication and transfer of any records or documents during the term of this agreement and the required five (5) year retention period. No record may be withheld, nor may the Recipient attempt to limit the scope of any of the foregoing inspections, reviews, copying, transfers or audits based on any claim that any record is exempt from public inspection or is confidential, proprietary or trade secret in nature; provided, however, that this provision does not limit any exemption to public inspection or copying to any such record. These records shall be made available at all reasonable times for inspection, review, copying, or audit by State, or other personnel duly authorized by the Department.

Records Inspection: Pursuant to Section 216.1366, F.S., in order to preserve the interest of the state in the prudent expenditure of state funds, the Department shall be authorized to inspect the (a) Financial records, papers, and documents of the Contractor that are directly related to the performance of the Contract or the expenditure of state funds, and (b) Programmatic records, papers, and documents of the Contractor which the Department determines are necessary to monitor the performance of the Contract or to ensure that the terms of the Contract are being met. The Contractor shall provide such records, papers, and documents requested by the Department within ten (10) business days after the request is made.

Monitoring: The Recipient agrees to comply with the Department's grant monitoring guidelines, protocols, and procedures; and to cooperate with the Department on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, site visits, and/or Florida Department of Financial Services contract reviews and Expanded Audits of Payment (EAP). The Recipient agrees to provide the Department all documentation necessary to complete monitoring of the award and verify expenditures in accordance with 215.971, F.S. Further, the Recipient agrees to abide by reasonable deadlines set by the Department for providing requested documents. Failure to cooperate with grant monitoring activities may result in sanctions affecting the Recipient's award, including, but not limited to: withholding and/or other restrictions on the Recipient's access to funds, and/or referral to the Office of the Inspector General for audit review.

Florida Single Audit Act (FSAA): The Recipient shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by The Office of the Inspector General (§20.055, F.S.). In the event that the Recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year, the Recipient must have a single audit or project-specific audit in accordance with §215.97, F.S. and the applicable rules of the Department of Financial Services and the Auditor General. In determining the state financial assistance expended in its fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Law Enforcement, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The schedule of expenditures should disclose the expenditures by contract/agreement number for each contract with the Department in effect during the audit period. All questioned costs and liabilities due the Department shall be fully disclosed in the audit report package with reference to the specific contract number. If the Recipient expends less than \$750,000 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of 215.97, F.S., is not required. In the event that the Recipient expends less than \$750,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Pursuant to 215.97(8), F.S., state agencies may conduct or arrange for audits of state financial assistance that are in addition to audits conducted in accordance with §215.97, F.S. In such an event, the state awarding agency must arrange for funding the full cost of such additional audits. Any reports, management letters, or other information required to be submitted to the Department pursuant to this agreement shall be submitted within nine (9) months after the end of the Recipient's fiscal year or within 30 days of the Recipient's receipt of the audit report, whichever occurs first, unless otherwise required by Florida Statutes. Copies of financial reporting packages required by this agreement shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Law Enforcement:
Florida Department of Law Enforcement
Office of Criminal Justice Grants
ATTN: State Financial Assistance
Post Office Box 1489 Tallahassee, Florida 32302-1489

The Auditor General's Office at:
Auditor General's Office, Room 401
Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

Criminal Justice Information Data Security: Acceptance of this award, constitutes understanding that transmission of Criminal Justice Information (CJI) between locations must be encrypted to conform to the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy.

Recipient's Confidential and Exempt Information: By executing this agreement, the Recipient acknowledges that any information not marked as "confidential" or "exempt" will be posted by the Department on the public website maintained by the Department of Financial Services pursuant to 215.985, F.S. The Recipient agrees that, upon written request of the Department, it shall promptly provide to the Department a written statement of the basis for the exemption applicable to each provision identified by the Recipient as "confidential" or "exempt", including the statutory citation to an exemption created or afforded by statute, and state with particularity the reasons for the conclusion that the provision is exempt or confidential. Any claim by Recipient of trade secret (proprietary) confidentiality for any information contained in Recipient's documents (reports, deliverables or work papers, etc., in paper or electronic form) submitted to the Department in connection with this agreement cannot be waived, unless the claimed confidential information is submitted in accordance with the following two paragraphs.

The Recipient must clearly label any portion of the documents, data, or records submitted that it considers exempt from public inspection or disclosure pursuant to Florida's Public Records Law as trade secret. The labeling will include a justification citing specific statutes and facts that authorize exemption of the information from public disclosure. If different exemptions are claimed to be applicable to different portions of the protected information, the Recipient shall include information correlating the nature of the claims to the particular protected information.

The Department, when required to comply with a public records request including documents submitted by the Recipient, may require the Recipient to expeditiously submit redacted copies of documents marked as trade secret in accordance with this section. Accompanying the submission shall be an updated version of the justification, correlated specifically to redacted information, either confirming that the statutory and factual basis originally asserted remain unchanged or indicating any changes affecting the basis for the asserted exemption from public inspection or disclosure. The redacted copy must exclude or obliterate only those exact portions that are claimed to be trade secret. If the Recipient fails to promptly submit a redacted copy, the Department is authorized to produce the records sought without any redaction of proprietary or trade secret information.

SECTION VII: PENALTIES, TERMINATION, DISPUTE RESOLUTION, AND LIABILITY

Financial Penalties for Failure to Take Corrective Action: Corrective action plans may be required for noncompliance, nonperformance, or unacceptable performance under this agreement. Penalties may be imposed for failures to implement or to make acceptable progress on such corrective action plans.

Termination: The Department reserves the right to unilaterally cancel this agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Recipient in conjunction with this agreement, unless the records are exempt pursuant to Article I, Section 24(a), of the Florida Constitution and §119.07(1), F.S. The Department shall be the final authority as to the appropriation, availability and adequacy of funds. In the event the Recipient fails to fully comply with the terms and conditions of this agreement, the Department may terminate the agreement upon written notice. Such notice may be issued without providing an opportunity for cure if it specifies the nature of the noncompliance and states that provision for cure would adversely affect the interests of the State or is not permitted by law or regulation. Otherwise, notice of termination will be issued after the Recipient's failure to fully cure such noncompliance within the time specified in a written notice of noncompliance issued by the Department specifying the nature of the noncompliance and the actions required to cure such noncompliance. In addition, the Department may employ the default provisions in Rule 60A-1.006(3), F.A.C., but is not required to do so in order to terminate the agreement. The Department's failure to demand performance of any provision of this agreement shall not be deemed a waiver of such performance. The Department's waiver of any one breach of any provision of this agreement shall not be deemed to be a waiver of any other breach and neither event shall be construed to be a modification of the terms and conditions of this agreement. The provisions herein do not limit the Department's right to remedies at law or in equity. The validity of this agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this agreement, in any subsequent submission or response to Department request, or in any

submission or response to fulfill the requirements of this agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this agreement and the release of the Department from all its obligations to the Recipient. This agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this agreement. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to the Department under the terms of this agreement shall survive the terms and life of this agreement as a whole. The agreement may be executed in any number of counterparts, any one of which may be taken as an original. In the event of termination, the Recipient will be compensated for any work satisfactorily completed through the date of termination or an earlier date of suspension of work.

Disputes and Appeals: The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The Recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the Recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The Recipient's right to appeal the Department's decision is contained in Chapter 120, F.S., and in procedures set forth in Fla. Admin. Code R.28-106.104. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, F.S. After receipt of a petition for alternative dispute resolution the Department and the Recipient shall attempt to amicably resolve the dispute through negotiations. Timely delivery of a petition for alternative dispute resolution and completion of the negotiation process shall be a condition precedent to any legal action by the Recipient concerning this agreement.

Liability: Unless the Recipient is a state agency or subdivision, the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this agreement, and shall save the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor. Nothing herein shall be construed as consent by a state agency of the State of Florida to be sued by third parties in any matter arising out of any contract. Nothing shall be construed affect in any way the Recipient rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in 768.28, F.S.

RESOLUTION NO. 24-R54

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **APPROVING THE DRONE REPLACEMENT PROGRAM FINANCIAL ASSISTANCE AGREEMENT**; DESIGNATING THE CHIEF OF POLICE AS THE RECIPIENT CHIEF OFFICIAL DESIGNEE UNDER THE AGREEMENT; AUTHORIZING THE CHIEF OF POLICE TO SIGN ADDITIONAL DOCUMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Fort Pierce Police Department has been awarded a grant from the Florida Department of Law Enforcement (“FDLE”) for the replacement costs of noncompliant drones, up to \$25,000 for each drone; and

WHEREAS, the City of Fort Pierce wishes to accept the grant on behalf of the Fort Pierce Police Department; and

WHEREAS, the grant terms and conditions are outlined in the Drone Replacement Program Financial Assistance Agreement, attached hereto as Exhibit A.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. The Drone Replacement Program Assistance Agreement (“Agreement”), attached as Exhibit A is approved.

SECTION 2. The Chief of Police is authorized to proceed as the Recipient Chief Official Designee under the Agreement.

SECTION 3. The Chief of Police is authorized to sign any future and additional documents required for acceptance and compliance with the Agreement’s terms and conditions or as requested by FDLE pursuant to the Agreement.

SECTION 4. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 5. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 6. This Resolution shall be effective immediately upon final adoption by the Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of _____, 2024.

Linda Hudson, Mayor Commissioner

ATTEST:

Linda W. Cox, City Clerk

**APPROVED AS TO FORM
AND CORRECTNESS**

Sara Hedges, City Attorney



THE SUNRISE CITY

FORT PIERCE

CITY ATTORNEY'S OFFICE *Florida*

SARA HEDGES, CITY ATTORNEY *SH*

RE: REQUEST FOR LEGAL SERVICES -DRONE REPLACEMENT PROGRAM

CAO RLS FILE: RLS 24-343

DATE: SEPTEMBER 17, 2024

I have reviewed the above Request for Legal Services (RLS) related to a grant from the Florida Department of Law Enforcement (FDLE). Currently, the Grant lists the Chief of Police as the Chief Official. Grants in the City are signed by the Mayor, as the head of the City, following a formal vote by the City Commission to approve the grant Agreement. The Chief Official information on the fourth page of the document requires change to the Mayor's name and contact information. You will need to consult with the City Clerk on the appropriate email address to use. Additionally, the signature line on the fifth page of the grant for the Recipient Chief Official requires a change to the Mayor and the Recipient Chief Official Designee should be filled in as the Chief of Police. For the Additional Recipient Signatures, you may include my name and title should you desire legal's approval signature on the Grant.

Additionally, per our conversation and your confirmation of FDLE's direction, I have drafted a Resolution authorizing the Chief of Police to sign any further documents, certifications, submissions, etc. related to this Grant.

Please obtain a Resolution number from the City Clerk's Office and place these items on a City Commission Agenda for approval.

If you have any questions, please do not hesitate to contact this Office via phone or e-mail.

Thank you.

SH

City Commission Day Meeting - 9:00 a.m.

11. a.

Meeting Date: 10/14/2024

Re: STR/VR Fees

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Discussion regarding Short Term and Vacation Rental registration fees.

Attachments

Presentation

Form Review

Form Started By: Linda Cox
Final Approval Date: 07/01/2024

Started On: 07/01/2024 03:17 PM

Fort Pierce STR/VR Registrations

As of 7/31/2024

- 154 Short Term Registrations
- 272 Vacation Rental Registrations

Enforcement Complaints/Cases

2022- 3

2023 – 162

2024 year to date - 7

Fort Pierce STR/VR Registration Fees

Resolution 21-R36 -\$600.00 per year

(adopted 8/2021)

Resolution 23-R39 -\$350.00 new registration

\$200.00 renewal

(adopted 7/1/2023)

Questions and/or Direction?