

AGREEMENT

BETWEEN

CITY OF VENICE

AND

LOCAL 1718

AMERICAN FEDERATION OF STATE  
COUNTY AND MUNICIPAL EMPLOYEES

October 1, 2009 - September 30, 2012

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## **PREAMBLE**

This Agreement is entered into as of October 1, 2009, between the City of Venice, hereinafter referred to as “the City”, and Local 1718 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as “the Union”. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or differences which may arise, and to set forth herein the basic and full Agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. No individual arrangements or agreements exist or shall be made covering any part or all of this Agreement which are contrary to the terms herein provided.

When this Agreement does not speak to a subject, then the City Personnel Procedures and Rules shall apply. If the Personnel Procedures and Rules do not speak to a subject, then written department policy shall apply. If none of the above apply, then the past practices of the parties shall apply.

## **ARTICLE 1**

### **RECOGNITION**

Section 1. Local #1718 Recognized. The City of Venice, Florida (hereinafter referred to as “the City”) recognizes the Florida State Employees Local #1718, AFSCME, AFL-CIO (hereinafter referred to “the Union”) as the exclusive bargaining representative of the employees in the bargaining unit described in the Public Relations Employment Commission (PERC) Final Order dated March 17, 2006.

Section 2. Probationary Employees. Probationary employees (i.e. new-hire probation) may become Union members, and shall be covered generally under the terms and conditions of employment as set forth in this Agreement, except as specified. The City shall not be required to account to the Union for the suspension or termination of a probationary employee, nor shall such action be subject to the grievance procedure.

Section 3. Recognizing City Bargaining Representation. The Union recognizes that the City Manager is the collective bargaining representative for the City of Venice. The Union further recognizes its obligation to bargain solely and exclusively with the City Manager and/or designee.

Section 4. President Spokesperson. It is further understood and agreed that the President of Local 1718, AFSCME, AFL-CIO will be the official spokesperson for said Union in any matter between the Union and the City. The alternate will be the Vice President, Chief Steward, or member of the defined executive board in the event the President is absent.

Section 5. AFSCME Material for New Employees. At the orientation session for new bargaining unit employees, the City will inform them that AFSCME, AFL-CIO is the Union that represents employees in the certified bargaining unit. The City will inform the Union, in writing, of each new employee hired within the bargaining unit.

Section 6. Copies of Agreement Distribution. The Union agrees to provide this Agreement to all present members of the bargaining unit within one month of its being signed by all parties. Thereafter, the City agrees to provide a copy of the Agreement to every new bargaining unit employee at the orientation session for newly hired employees. Printing and required distribution will be handled by the City. The cost of printing the Agreement shall be equally split by the City and the Union.

Section 7. Fair Day's Pay for Fair Day's Work. The City and the Union agree that the basic intent of this Agreement is to provide a fair day's pay in return for a fair day's work, and to provide conditions of employment conducive to the efficient operation of all services provided by the City.

## **ARTICLE 2**

### **UNION SECURITY AND CHECK-OFF**

Section 1. Agreement to Deduct Dues. The City agrees to deduct dues from the bi-weekly pay of Union members who individually request in writing that such deduction be made. The amounts deducted shall be certified to the City by the Treasurer of Council 79, and the aggregate deductions of all employees shall be remitted, together with an itemized statement, to the Treasurer by the fifteenth of the month for deductions made the preceding month. The City's remittance will be deemed to be correct if the Union does not give written notice to the City within two (2) calendar weeks after a remittance is received, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

Section 2. Dues for Terminated Employees. When an employee quits, is discharged, or laid off, any unpaid dues due the Union will be deducted from the last salary payable.

Section 3. Dues Deduction Charges. The Union shall pay an annual fee of \$150.00 to the City of Venice for administrative/bookkeeping costs for payroll deduction of dues. The annual fee will be paid upon demand by submission of an invoice from the City.

Section 4. Cancellation of Dues Deduction. Authorization for dues deduction may be canceled upon thirty (30) days written notice to the City and the Union.

## **ARTICLE 3**

### **NON-DISCRIMINATION**

Section 1.     Compliance with Laws. Nothing in this contract shall prevent compliance with applicable governmental laws or lawful regulations including laws prohibiting discrimination on the basis of race, creed, religion, color, national origin, gender, political affiliation, age or disability.

Section 2.     Union Membership Rights. The parties agree not to interfere with the right of any employee covered by this contract to become a member of the Union, withdraw from membership in the Union, or refrain from becoming a member in the Union. There shall be no discrimination against any employee covered by this contract by reason of Union membership or activity, or lack of Union membership or activity.

## **ARTICLE 4**

### **UNION STEWARDS, REPRESENTATIVES AND RIGHTS**

Section 1. Recognition. The City recognizes and shall deal with the official spokesperson for the Union, in all matters relating to this Agreement, except as provided in Article 1, Section 4 (i.e., the designated alternate in the President's absence) and Article 19 (i.e., the processing of grievances by Stewards at Step 1).

Section 2. Stewards Time Off. The Union shall arrange, through a procedure set up by the Union, to elect or appoint eight (8) Union Stewards in designated departments or sections. All Stewards will be granted reasonable time off during working hours, not to exceed three (3) hours per week, to investigate and settle grievances on the job site which is within their jurisdiction, without loss of pay. Advance notification will be made to all supervisors concerned, with approval of times being subject to operational needs, and a monthly accounting shall be compiled and forwarded to the department director and Administrative Services Department by the supervisor. Stewards will be responsible for handling Union business at their assigned location/department, particularly in the early stages of disciplinary action and presenting grievances at Step One. When disciplinary action has been elevated to the level of a pre-hearing, or when a grievance is being filed at Step Two, one of the more experienced Stewards from another department may represent the Union or the grievant in the matter, providing departmental operations are not disrupted in any of the affected areas.

Section 3. President, Vice President, Treasurer and Secretary Time Off. The President, Vice President, Treasurer and Secretary of the Local will be granted reasonable time off, not to exceed a combined total of sixteen (16) hours per month, without loss of pay, to handle Union business relative to the City's operations. Affected supervisors will be notified in advance of each such use of Union time, and grant approval based on operational needs. A monthly accounting of this time shall be compiled by the supervisor, and submitted to the department director and Administrative Services Department.

Section 4. Grievance Time. Any employee who requests time to discuss a grievance matter with a Steward during working hours shall request and receive authorization for up to twenty (20) minutes, without loss of pay, from their immediate supervisor subject to operational needs.

Section 5. Listing of Steward Positions. The employees covered by this agreement will be represented by no more than eight (8) Stewards designated from the various work areas as follows:

|                                |   |           |
|--------------------------------|---|-----------|
| Airport                        | - | 1 Steward |
| Water Production               | - | 1 Steward |
| Public Works                   | - | 1 Steward |
| City Hall/Fire Department      | - | 1 Steward |
| Water Distribution/Collections | - | 1 Steward |
| Police Department              | - | 1 Steward |
| Water Reclamation              | - | 1 Steward |
| Public Works/Solid Waste       | - | 1 Steward |

One (1) Chief Steward and one (1) Alternate Chief Steward shall be selected from among the Stewards listed above, and shall have authority to handle grievances or conduct other emergency Union business outside their normally assigned areas. However, they shall obtain, in advance, the approval of their own immediate supervisor, and the supervisor of any other employee affected, to travel to another location for such purposes. Unless otherwise approved by the Administrative Services Director, the previously stated time limits shall apply.

Section 6. Reporting of Changes of Stewards. A written list of the Union Stewards shall be furnished to the City prior to the effective date of their assuming the duties of that office. The Union shall notify the City promptly of any changes of such Union Stewards. No Steward will perform any grievance work unless they have complied with this section.

Section 7. Posting Notices and Communications. The City agrees that, during working hours, on the City's premises, and without loss of pay, a designated representative will be allowed to:

- A. Post Union notices on designated bulletin boards.

- B. Deliver written communications authorized by the Local Union or its officers, to the City or its representative, with the approval of the supervisor.

A copy of each such posting or written communication will be forwarded to the Union President and Director of Administrative Services. Such activity and time off the job shall always be with the approval of the supervisor of the designated representative, subject to operational needs.

Section 8. Provision of Bulletin Boards. The Union shall be provided use of suitable bulletin boards, or a portion of an existing bulletin board, at each department/division location so designated by the City. The Union may, if it so desires, provide a bulletin board of standard size for its own exclusive use, in keeping with the décor of the above locations, and with the approval of the City.

Section 9. Space Usage. The Union agrees that it shall use space on bulletin boards provided for in Section 8 above, only for the following purposes:

- A. Notices of Union meetings
- B. Union Elections
- C. Reports of Union committees
- D. Rulings and policies of the Union
- E. Recreational and social affairs of the Union
- F. Notices of public bodies

Section 10. Approval of Material to be Posted. Copies of all material, notices or announcements posted will be submitted to the Union President and the Director of Administrative Services at the time of, or prior to the posting.

Section 11. Abuse. Alleged abuse of the bulletin boards will be a matter for a special meeting or conference between the proper official of the Union and the City or their designee.

Section 12. Member Attendance at Negotiations. Three (3) members of the Union will be permitted to attend negotiations during on-duty time without loss of pay. No one attending on off-duty time will be paid (i.e., those who work shifts or days other than regular City Hall working hours). Any such attendance must be coordinated by the employee with their supervisor, and is subject to the operational needs of the department involved as well as to on-call responsibilities if emergencies occur.

Section 13. Leaves of Absence. Members of the Union elected to Local Union positions, or selected by the Union to do work for the Union which takes them from their employment shall, at the request of the Union, receive leaves of absence without pay for a period not to exceed two (2) years or the term of office, whichever is shorter. Upon their return from such leave, they shall be reinstated at an available job which would be equivalent to the job they left, both in performance and monetarily.

Section 14. Copies of Policies, Procedures and Job Descriptions. It is understood that the Administrative Services Director shall supply to the Union President in a timely manner copies of any new or revised policies, procedures or job descriptions.

## ARTICLE 5

### EMPLOYMENT AND SENIORITY CLASSIFICATIONS

#### Section 1. Definitions.

- A. Employment Seniority. Employment seniority is hereby defined as the employee's length of continuous service after the initial date of employment. An employee's continuous service record shall be broken by voluntary resignation, retirement, and discharge for just cause.
  
- B. Classification Seniority. Classification seniority is hereby defined as the length of service in a specific or equivalent position title within the bargaining unit. Previous service in the same position title is part of the accumulated classification seniority. Unless specifically stated otherwise, the use of the term "seniority" in this Agreement shall be understood as referring to classification seniority. For the purposes of classification seniority only, employees in the position titles of Plant Operator A, B, and C shall be combined into one classification seniority group at both the Water Production and Reclamation facilities.
  
- C. Bargaining Unit Seniority. Bargaining unit seniority is defined as the length of continuous service within the certified (PERC) bargaining unit since the last date of entry into the bargaining unit.
  
- D. Equivalent Position. An equivalent position is not a "similar" position, but one that, though the title may be or may at one time have been different, consists of the same duties and responsibilities.

#### Section 2. Application of Seniority.

- A. Probationary Employees. All newly-hired employees shall be considered probationary employees for six (6) months after date of hire. There shall be no provision for the extension of employment probation; probationary status ends automatically after six (6) months for all positions except Police Dispatcher and Criminalistics positions. Due to the extensive training required, the probationary

period for the Dispatcher and Criminalistics positions shall be one (1) year. In no case shall the probationary period extend beyond one (1) year for any position. When an employee finishes their probationary period, they will be entered on the Seniority Roster of the Unit as of the original date of employment.

- B. Seniority Rosters. On a continuing quarterly basis, department directors shall have a Seniority Roster prepared and posted on their respective employee bulletin boards. Two (2) copies shall be furnished to the Union. The Seniority Roster will list each bargaining unit employee by classification and position title within that department in the order of seniority and reflect each employee's date of classification seniority and date of hire. When two (2) or more employees have the same classification seniority date, their seniority position shall be determined by their employment seniority date.

Section 3. Other Seniority. The application of seniority other than as set forth elsewhere in this Agreement, shall be subject to negotiations in supplemental agreements to this Contract.

## **ARTICLE 6**

### **WORK SCHEDULES, SHIFT ASSIGNMENTS AND CHANGES**

Section 1.     Work Week. The normal work week shall consist of a pre-established schedule totaling forty (40) hours of work per week.

Section 2.     Work Day.

- A. For employees on a five (5) day work week, the normal work day shall consist of eight (8) consecutive hours of work and a duty-free unpaid thirty (30) minute meal period, within a twenty-four (24) hour period.
  
- B. For employees on a four (4) day work week, the normal work day shall consist of ten (10) consecutive hours, or as determined due to operational needs, and shall include a duty-free unpaid thirty (30) minute meal period.
  
- C. For employees working a schedule that includes twelve (12) hour shifts, the normal work day shall be as bid through a classification seniority process, and shall include a duty-free unpaid thirty (30) minute meal period. (Reference Article 22, Section 1.)
  
- D. Except for Plant Operators and Police Dispatchers who must work through their lunch period, employees' daily work schedules shall include a duty-free unpaid thirty (30) minute meal period subject to operational needs. The meal period shall be spent in a location at the employee's option within the time frame allotted unless otherwise designated as a condition of employment.

Section 3.     Work Shift. A work shift is defined as a regularly recurring period of work with a fixed starting time and ending time, exclusive of overtime work.

Section 4.     Work Schedule. Work schedules showing the shifts, days and hours of all shift employees for a one (1) month period shall be posted on appropriate bulletin boards by the fifteenth of the preceding month. At the time of posting, a copy will be sent by the department to the applicable Union Steward and the Union President. Employees may mutually agree to

exchange shifts, days, or hours of work with the prior written approval of the supervisor. If the mutual change by employees results in a change of shifts where shift differential is a factor, such differential will be paid according to the actual work records, and shall apply to all the hours worked by the substitute individual. Notification of non-emergency permanent schedule changes affecting the schedules of employees, regardless of the number affected, shall normally be provided to the applicable Union Steward at least fourteen (14) calendar days before the change is proposed to take place. Exceptions to this notice requirement shall be; (a) those employees specifically designated by their job description or assignment as a “floater” who are employed with the understanding that they are to fill in as needed, and whose schedules are subject to frequent change, or (b) when absences in an operation create severe manning shortages and workload backlogs requiring drastic action. In those cases, the City shall make every effort to notify either the Union or the employee in advance of schedule changes in any case where the City itself has advance notice of such a need. Under normal circumstances, work schedule changes initiated by the City affecting an individual employee shall be in accordance with classification seniority, and shall not be solely for the purpose of avoiding overtime.

Section 5. Reporting Time. Any employee who is scheduled to report for work and who presents for work as scheduled shall be assigned to at least three (3) hours work on the job for which they were scheduled to report. If work on the job is not available, the employee shall be excused from duty and paid, at their regular rate, for three (3) hours work at the appropriate rate, either straight time or overtime, whichever is applicable.

Section 6. Late Report. An employee who is not at work at the prescribed time will be classed as late. If an employee realizes they are going to be late, that employee must notify their immediate supervisor no later than starting time for that department. A supervisor may grant emergency vacation time to an employee calling in late or tardy if extended time is needed to attend to vehicle or family problems.

Section 7. Change in Individual Shift Schedule. Work schedule changes initiated by the City affecting an individual employee shall be in accordance with seniority. In the event of a change in shift from a pre-established work schedule, employees must be off their regular work period for a minimum of three (3) shifts, or the equivalent, before reporting to work under the

new shift. The only exceptions shall be those designated by their job description or assignment as a “floater” by the City, and any employee who volunteers to work an extra shift to facilitate the change. (The City will confer with the Union regarding any future positions which will be designated as “Floater”.)

Section 8. Change in Job Assignment. When permanent changes in job assignments are made by the City, employees within the position classification affected by the change may exercise their classification seniority as defined in Article 5, Section 1 to remain at their current assignment.

Section 9. Shift Changes. Absent any emergency operating needs of the employer, a permanent change in an employee’s normal shift assignment shall commence on the first day of the employee’s work week. When permanent changes in shift assignments are made, employees within a position classification at a facility shall be entitled to exercise seniority as defined in Article 5 to retain their current shift assignment. In the event that an employee’s days off change, requiring ten (10) or more consecutive work days in a row to facilitate the shift change, the employee shall be given one (1) working day off during that period.

Section 10. Rest Periods. All employees will be provided a fifteen (15) minute paid rest period for each half-shift or three and one-half (3-1/2) hours worked.

Section 11. Days Off. Employees working in continuous operations shall be entitled to exercise classification seniority in the selection of days to be off duty, provided the resulting schedule is not deemed by the City to be detrimental to departmental operations.

## **ARTICLE 7**

### **OVERTIME AND PAY DIFFERENTIALS**

Section 1.     Shift Premiums. Employees who are regularly scheduled for afternoon and night shifts shall receive, in addition to their regular rate of pay, a premium of fifty cents (\$0.50) per hour to their regular rate of pay for the afternoon shift, and a premium of one dollar (\$1.00) per hour to their regular rate of pay for the night shift.

Section 2.     Overtime Payment and Compensatory Time.

- A. Non-exempt employees on a four (4) or five (5) day work week who are requested to work in excess of forty (40) hours per week, shall either be compensated at the rate of one and one-half (1-1/2) times their regular straight time hourly rate of pay, or shall receive compensatory time off at a rate of one and one-half (1-1/2) times the period worked at the discretion of the employee.
  
- B. Compensatory time off must be used in the fiscal year in which it was earned. Compensatory time off may be requested by an employee and may be granted by a supervisor for immediate usage subject to operational needs, as determined by management. Such refusals shall not be subject to the grievance procedure. No more than forty (40) hours compensatory time can be used at one time without specific approval of the department director and Administrative Services Director, indicating that such use is in no way detrimental to operations. On the last pay period of each fiscal year, employees with non-scheduled compensatory time off will be paid for all compensatory accrued hours at one and one-half (1-1/2) times their current rate of pay. Except for emergency situations, requested and approved through use of the *Buy Back/Cash In Form*, this will be the only occasion when an active employee is allowed to cash in all or part of their compensatory time balance.
  
- C. With the exception of compensatory time off, only time actually worked shall count as hours worked. Time during which an employee is excused from work

because of vacation, holidays, sick leave, or other leave with pay shall not be considered as hours worked for the purpose of calculating overtime.

- D. During periods when a civil emergency has been declared, all overtime will be compensated in accordance with the City of Venice, Florida Civil Emergency Pay Policy (May 2006) as amended, in effect at the time of the emergency.
  
- E. Employees who work an overtime assignment for a period of five (5) hours or more, and such overtime assignment ends less than six (6) hours before the start of the next regular work shift, shall at the employees' option, either:
  - (1) Go ahead and work that next regular shift, receiving time and one-half (1-1/2) pay for all hours worked during that regular shift which occur prior to the period of six (6) hours from the end of the previous overtime assignment. The remainder of the regular shift shall be compensated at straight-time rates.
  - (2) Be excused from reporting to their regular shift until at least six (6) hours have passed from the time of their previous overtime assignment. The employee will then be allowed to work only the remainder of the regular shift, but be paid seven (7) hours of straight time pay regardless of the number of hours actually worked.
  
- G. The City has the right, at the time overtime work is assigned, to inform the employee if only a partial shift is available. Under normal conditions, however, employees' shifts will not be broken, nor shall employees be relieved from duty prior to the end of their regular work shift, for the specific purpose of avoiding overtime hours/pay.

Section 3. Scheduling Overtime.

- A. Overtime work is not available until the point in time when a supervisor determines that an additional person must be called in to assure operational efficiency, and that the work cannot effectively or safely be performed by the

personnel on duty. Overtime work shall be offered on the basis of classification seniority.

- (1) The Seniority Roster in effect at the time a supervisor determines the need for overtime will be used to prepare classification seniority rankings for an Overtime Roster. Each supervisor shall prepare, maintain and post an Overtime Roster.
- (2) When it is determined by management that applicable overtime is necessary, management will call through the Overtime Roster beginning with the most senior employee to determine if any employee would volunteer for the overtime. If the employee cannot be reached at the telephone number provided to management, management will attempt to leave a message for the employee and the employee will have fifteen (15) minutes in which to return the call and accept the overtime assignment, except in an emergency situation, in which case the fifteen (15) minute requirement will not apply. When an employee volunteers, that employee is assigned the voluntary overtime. Subsequent volunteer overtime opportunities shall begin with offers to the next employee on the Overtime Roster from where the last voluntary overtime opportunity was granted.
- (3) Except in the event of an emergency or potentially hazardous situation, as determined by the department director or designee, the performance of overtime shall be on a voluntary basis. There will be no discrimination against any employee who declines to work overtime.
- (4) In the event no employee elects to voluntarily fill the overtime, management may elect to offer the overtime to an appropriate qualified supervisor/management representative.
- (5) If no supervisor/management representative elects to fill the overtime, then the overtime will be assigned beginning in reverse order of seniority. For example, the least senior employee will be directed to perform the overtime. Once this least senior employee has served an overtime role, the next least senior employee will be directed to perform the overtime. The mandatory overtime will rotate in reverse order through the Overtime

Roster until it reaches the most senior employee, at which time the process will begin again. Mandatory overtime shall be paid at the time-and-one-half (1-1/2) rate.

- B. In the event an employee is inadvertently not called in accordance with the posted Overtime Roster and/or not given the proper opportunity to work overtime in violation of this Agreement, that employee shall have their name placed at the top of the Overtime Roster. This shall represent the only exception to paragraph A above, which requires the application of seniority in overtime assignments.
  
- C. The Union recognizes that work in progress shall be completed by the employee performing the work. In the event that an employee comes to the end of a regularly scheduled shift and at that time the City requires that the employee remain at work to complete the necessary work in progress, hours worked in the extended shift shall be paid at time and one-half (1-1/2) regardless of hours worked that week.
  
- D. Under emergency conditions, the number of persons called in and the specific individuals called to work overtime shall be at the discretion of the supervisor.

Section 4. Time Worked. Paid rest periods shall be considered the same as time worked for the purpose of determining when overtime starts.

Section 5. Meal Allowance. When an employee works four (4) hours or more after completion of a regular shift, the City shall make every effort to provide a thirty (30) minute duty-free meal period. If such a meal period is not possible or allowed by the City, the employee shall receive an extra thirty (30) minutes for payroll purposes.

Section 6. Stand-By Pay. An employee shall be in an on-call status if their supervisor has instructed the employee, in writing, to remain available to return to work during an off-duty period. An employee who is so instructed is not required to remain at home or in any other fixed location, but must keep the supervisor or designee informed as to where they may be reached by

telephone. Electronic signaling devices (e.g., beepers, cell phones) may be issued by the City based on their availability, but management can specify for which shift(s) the on-call status is assigned and stand-by pay will be awarded. Such an on-call assignment means the employee must accept and respond to each and every call made during that period of time. Any employee who is instructed to be in an on-call status will be compensated for such time at the rate of fifty dollars (\$50.00) for weekends (Saturday and Sunday only), and one dollar (\$1.00) per hour for each hour they are on-call on weekdays (Monday through Friday). Weekday on-call will normally be considered 24-hours minus any time worked (including regular shifts, overtime, exchanged shifts, etc.)

Each department which might have occasion to utilize bargaining unit members on stand-by will determine which position titles have sufficient knowledge and skills to be qualified to act in that capacity. All employees in the selected classifications shall then be eligible, and shall be assigned to stand-by status on a rotation basis according to the respective seniority. If a department/facility designates more than one position title as eligible, the rotation shall be based on seniority with the department/division rather than classification seniority. This provision and procedure does not change in any way the City's right to assign stand-by status to management/supervisory personnel whenever it deems necessary.

Section 7. Emergency Call-Back. An employee who is called to work without advance notice outside of their regularly scheduled shift shall be paid for each call-back the hours worked or a minimum of three (3) hours pay, whichever is greater, at the rate of time and one-half (1-1/2) the employee's regular straight time hourly rate of pay. The employee may elect to receive compensatory time off in lieu of compensation for the period worked, or a minimum of three (3) hours at the rate of time and one-half (1-1/2), whichever is greater. For pay purposes, call time shall begin when the employee leaves home to report to the emergency call-back assignment based on reasonable commuting time as determined by the City, and ends when the employee leaves to return home. If the call back work assignment and the employee's regular shift overlap, the employee shall either be compensated the appropriate call-back time rate of pay or accumulate the premium compensatory time off until their regular shift begins, and the regular shift shall continue until the employee's normal quitting time.

## **ARTICLE 8**

### **JOB SAFETY**

Section 1.     General. Adequate, clean, safe and sanitary working conditions shall be provided for all employees in conformance with the provisions of all applicable Federal, State and Local laws, rules, regulations and ordinances. The City Safety Committee will work with each department in an effort to ensure that these goals are met.

Section 2     City Safety Committee. The City Safety Committee, which shall include a designated representative of the Union, is the official vehicle for addressing safety concerns of both employees and the Union. The committee is charged with reviewing accident and incident reports, facilitating safety inspections, and making recommendations with regard to preventing recurrence, correcting unsafe conditions, or enhancing safety policies and procedures.

Section 3.     Employee Safety & Vehicle Safety.

- A. The City encourages safe driving of all City vehicles and will endeavor to provide training and support to that end. All vehicles shall be kept in safe operating condition at all times. Employees are required to notify their immediate supervisor in writing of any condition they deem to be unsafe. Upon such report, the supervisor will take whatever measures may be necessary to verify that an unsafe condition exists. If the unsafe condition is verified, action will be taken to correct it. Should the unsafe condition not be corrected within a reasonable time, the situation shall be brought to the attention of a Steward. No employee shall be required to perform work where there is imminent danger to life and/or limb; the Union Steward will be notified by the employee of circumstances involving the unsafe condition. If the condition is unsafe based upon the Steward's evaluation, then the Steward will notify the supervisor. Should the Supervisor disagree with the Steward, then the Steward and the supervisor will confer with the Union President, department director and the City's risk management. If it is decided no unsafe condition exists, the employee will be obligated to perform the work. Corrective action will be taken as soon as possible to correct any unsafe condition that exists. The Union has the right to grieve if the unsafe condition still exists,

but it cannot grieve a management safety policy. An arbitrator shall initially have the power to decide only whether the subject facilities or conditions meet the required standards, but may not affirmatively direct how the City should comply with this Section.

- B. First aid chests, adequately marked and stocked, shall be provided by the City in sufficient quantity for the number of employees likely to need them, and such chests shall be reasonably accessible to the employees. The City may provide for the training of key personnel in the use of first aid techniques without cost to the employees, and such training shall be kept current. Employees shall have the right to adequate training in safe work procedures and recognition of workplace hazards. The City shall provide protective equipment for employees doing hazardous work. The City shall provide, upon request, to employees who are required to work outdoors, caps, and/or sunscreen lotion in reasonable quantities.

Section 4. Reporting of Injuries. When an employee has been injured in the course of employment, he or she shall immediately report the injury to the immediate supervisor. Should the employee be unable to do so, any employee at the scene shall make the report. If medical treatment is necessary, it shall be sought in accordance with the procedures prescribed by Florida Workers Compensation statutes. This information will be posted, and/or otherwise communicated, and updated periodically by the Director of Administrative Services as needed. (Although these procedures are designed and intended to facilitate easier processing of forms and access to treatment for injured employees and their supervisors, the offices of Administrative Services will provide assistance.) The period of time between the occurrence of the injury and the end of the employee's regular shift shall be considered sick leave, unless the employee returns to work after receiving medical attention. Vacation or compensatory time may be used if the employee has depleted sick leave accruals.

Section 5. Return to Duty. Employees on injury leave with pay shall be returned to duty at the earliest practical date. In the event the employee is unable to report to work, even temporarily, the employee shall provide written notice from the attending Workers

Compensation physician within two (2) City Hall working days. The City shall have the right to require periodic examinations by a City authorized health care provider in order to evaluate the progress of an employee. Employees on injury leave will be assigned to light or limited duty by the City, if such duty exists and the employee is physically capable of performing the duty. No employee will be allowed to return to work without a doctor's statement, either indicating the type of work the employee can perform, or giving complete release of medical care.

Section 6. Definition of Injury or Accident. "Injury" shall mean violence to the physical structure of the body and such disease or infraction as naturally results there from. For the purpose of this provision, injury shall also include certain diseases allowed under the Florida Worker's Compensation Law of the State of Florida. An "accident" shall be construed to mean an unexpected or unforeseen event happening suddenly and violently, with or without human fault, and producing at the time objective symptoms or an injury.

## **ARTICLE 9**

### **VACANCIES, POSTING AND FILLING POSITIONS**

Section 1.     Definition. For the purpose of this Agreement, “vacancy” shall be defined as an opening within a classification included in the bargaining unit for which funds have been appropriated and which the City has determined shall be filled.

Section 2.     Job Posting. Whenever a permanent vacancy occurs within the bargaining unit, or the City creates a new bargaining unit job classification that is not merely a reclassification of an existing title in which there is a qualified incumbent employee, and the City determines that such vacancy is to be filled, the City shall advertise the position for a minimum period of five (5) City Hall working days. The Administrative Services Department shall distribute copies of job announcements for posting on department bulletin boards.

Section 3.     Written Applications. Employees (including those on layoff status) desiring to be considered for said vacancy shall make written application for the position to the Administrative Services Department in accordance with the job announcement.

Section 4.     Filling Positions.

- A. The selection to fill positions shall be based on the most qualified candidate. The City shall interview any bargaining unit members that make written application and meet the minimum requirements for the position, acknowledging any advantage(s) they might have in knowledge or skills as a result of their experience with the City.
  
- B. A bargaining unit employee who has been selected as the most qualified candidate for the vacancy shall serve a position probation period of up to ninety (90) days. Exceptions shall be for positions requiring considerable technical expertise, special training or certification, which shall allow position probation of up to twelve (12) months. Such exceptions shall be determined at the sole discretion of the City, and shall be clearly identified/specified in the job description and job announcements when applicable. (See Section 5 below if a promotion is involved.) If it becomes apparent that the employee will be unable to successfully

transition into the new position, the hiring authority may determine, or the employee may choose, to return the employee to his previous position at any time during the probation period. Procedures for bumping, as provided in Article 21, will be applicable if the employee's old position has been filled.

Section 5. Promotions.

- A. The term "promotion", as used in this provision, means the advancement of an employee to a position in a higher grade. Any upward adjustment of a position's pay grade negotiated as part of a collective bargaining agreement shall not constitute a promotion as defined herein. Promotional pay shall be effective upon filling the position and shall begin immediately at that time, without regard to the completion of the probationary period for the promotion.
- B. Upon appointment to a higher classification, an employee shall be on promotional probation for a period of up to six (6) months. Permanent status is automatically granted at the end of the maximum probation unless specific action is taken to prevent it. Likewise, if it becomes apparent that the employee will be unable to successfully transition into the new position, the appointing authority may determine to return the employee to their previous position at any time during the probation period. Procedures for bumping will be applicable if the employee's old position has been filled.
- C. Any bargaining unit employee who, during a promotional probation period, either chooses or has failed to achieve permanent status, shall be permitted to return to their former position classification, status, salary, benefits and seniority.
- D. Promotional consideration for classifications excluded from the bargaining unit shall not be subject to the provisions of this Agreement.

Section 6. Demotions.

- A. The term “demotion”, as used in this provision, means reassignment (whether voluntary or involuntary) from a position in one job classification/grade to a position in a lower paying job classification/grade for which the employee is qualified.
- B. Demotions shall be made either to avoid laying off employees or where the employee’s performance is not satisfactory. In any case involving demotion to avoid layoff, the employee involved shall have the right to elect which alternative they will take, the demotion or the layoff.

Section 7. Consolidation or Elimination of Jobs. Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, or for any other reason, shall be permitted to exercise their employment seniority rights procedure defined in Article 21, Layoff and Bumping.

Section 8. Temporary Job Openings. Temporary job openings are defined as vacancies in any job classifications that may periodically develop due to unusual or emergency circumstances but are not intended by the City to be budgeted for an entire fiscal year. Job openings that recur on a regular basis, or that remain open more than ninety (90) days at a time, shall not be considered temporary.

## **ARTICLE 10**

### **CLASSIFICATIONS AND JOB DESCRIPTIONS**

Section 1. Classifications. The City shall provide the Union with a copy of any revised or new classifications for titles covered by this Agreement at the time such revisions are completed.

Section 2. Individual Appeal of Classification. Individual employees shall have the right to appeal the propriety of the grade level of their position through the grievance procedure herein in the event of a change in the classification.

Section 3. Request Copy of Job Description. Each employee in the bargaining unit may request a copy of their job description. At the time a new employee is hired, they will be provided with a copy of the job description for which they have been employed.

Section 4. New Jobs. The City shall notify the Union of all new jobs created in the bargaining unit. Job descriptions for new positions in the bargaining unit shall be sent to the Union on a timely basis.

Section 5. Performance of Duties. Employees shall generally be required to perform only duties appropriate to their position. However, it shall be understood that employees may, from time to time, be required to perform some work outside their job description, but such occasions shall not be frequent nor continually reoccurring.

Section 6. Reclassifications. The City agrees to include an AFSCME representative in the formation and ongoing running of a formalized reclassification/classification administration process to be based on industry standards, best practices and consultant input. The City will make every effort to conduct this work in the most expeditious manner possible.

## **ARTICLE 11**

### **HOLIDAYS**

Section 1.     Holidays. Employees in the bargaining unit will observe the following days as paid holidays:

1.     New Year's Day
2.     Martin Luther King, Jr. Day
3.     President's Day
4.     National Memorial Day
5.     Independence Day
6.     Labor Day
7.     Veteran's Day
8.     Thanksgiving Day
9.     Day after Thanksgiving
10.    Christmas Eve
11.    Christmas Day

Section 2.     Holiday Pay. All employees shall receive one day's pay for each of the holidays listed above on which they perform no work. Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday. Whenever any of the holidays listed above falls on Sunday, the succeeding Monday shall be observed as the holiday. If a holiday is observed on an employee's scheduled day off or the employee is on sick leave or vacation, he shall be paid for the unworked holiday.

Section 3.     Required Holiday Work. For employees in the 24-hour operations of Police and Utilities, and/or those shifts where only one (1) person is assigned, or for emergency situations, work required by the City on holidays will be mandatory.

Section 4.     Holiday Work. If an employee works on any of the holidays listed above, they shall be paid one and one-half (1-1/2) times their regular hourly rate of pay for all hours worked in addition to the holiday pay. Although such actual time worked shall count as hours worked for the purpose of calculating overtime, holiday hours paid but not worked shall not count toward overtime.

Section 5. Qualifications for Holiday Pay. An employee shall be qualified for holiday pay provided the employee either works, or is on paid status as a result of approved time off (i.e., vacation, sick leave, compensatory time off, etc.), or is on a scheduled pass day on both the entire day before and the entire day after the holiday.

**ARTICLE 12**

**VACATIONS**

**Section 1. Vacations.**

- A. The City agrees to provide employees with vacation leave as set forth below.
  
- B. Employees shall begin earning vacation credits on their first day of employment. Credits shall be accrued by the employee at the end of each month, as long as the employee has been on City paid status (issued a City paycheck) for at least eighty (80) working hours in the month. Holiday pay hours not worked, vacation, sick leave, workers' compensation supplemental pay, and other leave with pay shall be included in calculating the eighty hours. Employees shall be granted vacation according to the following schedule:

| <u>Years of Continuous Service</u> | <u>Vacation</u>    |
|------------------------------------|--------------------|
| One through seven years            | 8 hours per month  |
| Eight through twelve years         | 12 hours per month |
| Thirteen years or more             | 16 hours per month |

- C. Each employee shall be encouraged to take a total of at least two weeks vacation each calendar year, and shall be allowed to take at least two consecutive weeks of vacation during each year. Each supervisor may develop and post a vacation schedule as early as possible in the leave year. If City operations would suffer by scheduling all requests during a given period of time, a schedule will be worked out with all conflicts to be resolved by the application of employment seniority as defined in Article 5, Section 1. After vacations are posted, no changes shall be made unless mutually agreeable or an emergency arises. Employees shall be encouraged to take at least one-half of the number of hours they earn each year in actual time off. As an incentive to that end, they will be allowed to carry over/bank from one year to the next only a number of hours equal to the number they take in time off, but no greater than one-half of what was earned. Any time not taken or banked in this manner by the end of the pay period in December

which generates the last pay date of each calendar year (subject to the provisions of paragraph F below), will be deleted without compensation. Any employee at risk of losing accrued time shall be given specific written notice of that status in this regard at least thirty (30) calendar days in advance of the last pay period. One exception to the “use or lose” provision will be if an employee is hired after October 1<sup>st</sup> in any given year, then that employee is not required to take one half of the vacation accruals earned for the rest of that year. An employee in this situation will be allowed to carry over any accrued time into the next year, but will be required by the end of the last full pay period of that year to take one-half of anything accrued, including the time carried over.

- D. Every reasonable effort shall be made by the City to schedule employees’ vacations at a time agreeable to the employee, insofar as adequate scheduling of the work unit permits. If it is necessary to limit the number of employees within a classification on vacation at the same time, the vacation schedule shall be established on the basis of classification seniority within the employee’s bargaining unit and the work unit in the event of any conflicts over vacation periods. Employees shall submit written requests for vacation to their supervisor at least five (5) calendar days in advance of the date desired, on forms furnished by the City. Emergency vacation leave requests may be considered only if the employee states to their supervisor the nature of the emergency in full detail. The use of emergency vacation shall not, in and of itself, become a reason for counseling, poor performance rating, or disciplinary action. However, it may be considered pertinent where excessive absenteeism becomes an issue for a particular employee. In order to minimize the chances of abuse, the City and Union agree that emergency vacation shall not be deemed excessive if it is limited to three (3) days per year.
  
- E. Should an employee become ill or disabled while on vacation, vacation leave shall be changed to sick leave, effective the date of the illness or disability upon

notice to the employee's supervisor. The employee must notify their supervisor upon the onset of the illness or disability.

- F. Employees shall be permitted to carry from one year to another not more than 280-hours of vacation time. In the event that an employee has accumulated more than this maximum at the end of any calendar year, and has been precluded by the City from the use of the excess, that employee shall be compensated for all the time in excess of the maximum at the specific rate of pay which is in effect at that time. These payments shall be made on the last pay date in November each year.
  
- G. Any employee separated from their job shall be compensated for all credited vacation leave at the time of separation. All accumulated vacation credits shall be paid to the estate of an employee in the event of death. Such compensation shall be based on the rate(s) of pay which was in effect at the time of separation, as calculated by the City.
  
- H. Absence on account of sickness in excess of that accumulated for such purpose will be charged against vacation leave allowance. Absence on account of injury or disability in excess of that authorized for such purposes will be charged against vacation leave allowance. Employees on vacation leave shall not be subject to call-back.

## **ARTICLE 13**

### **SICK LEAVE**

Section 1. Allowance. Any employee contracting or incurring a non-employment related sickness or disability which renders such employee unable to perform the duties of their employment, may utilize sick leave with pay. Employees shall be eligible to accrue sick leave from the initial date of employment for as long as they are in service to the City. Employees shall be allowed eight (8) hours of sick leave for each month of service. Sick leave shall be given to an employee by the City at the end of each month for any month in which the employee is on City paid status (issued a City paycheck) for at least eighty (80) working hours in the month. Holiday pay hours not worked, vacation, sick leave, workers' compensation supplemental pay, and other leave with pay shall be included in calculating the eighty hours.

Section 2. Utilization. Sick leave is a privilege to be granted for the employee's personal illness or medical examinations, or to cover absences made necessary by illness in an employee's immediate family. Excessive or pattern use of sick leave without extenuating circumstances will be considered abuse of the privilege, and be subject to oral counseling or disciplinary action. An employee shall be granted sick leave with pay to the extent of the employee's accumulation for absences necessitated by illness, disability, pregnancy or pregnancy related problems; by necessity for medical, chiropractor, or dental care; or by exposure to contagious disease which endangers the health of other employees, clients, or the public. The City reserves the right to determine what diseases qualify as contagious, based on consultation with the City's designated health care provider, while maintaining the confidentiality required by law with regard to individual medical information.

Section 3. Sick Leave Charges. An employee utilizing sick leave shall be charged for only the number of hours scheduled to work during the period of their sick leave. In no instance shall sick leave be granted for periods of less than one-fourth (1/4) hour, except to permit utilization of lesser fractions that have been accrued. At the discretion of the employee, holidays that occur during sick leave periods shall be paid as a holiday and not charged as a sick leave day.

Section 4. Unused Sick Leave. Employees shall be compensated in cash for any accumulated unused sick leave when they are permanently separated from employment as a

result of voluntary resignation, retirement, or death. In the event of death, payment is to be made to the estate of the employee. The amount of payment for all unused sick leave is to be based on the rate of pay in effect at the time of separation, as follows:

- A. For employees hired before 10/1/93, one-half (1/2) of the employee's regular straight-time hourly rate of pay; or
- B. For employees hired on or after 10/1/93, one-quarter (1/4) of the employee's regular straight-time hourly rate of pay.

Section 5. Accumulated Sick Leave. When an employee has accumulated seven hundred twenty (720) hours of sick leave, the employee may exchange up to two hundred forty (240) hours, as follows: For each hour of accumulated sick leave converted:

- A. The employee hired before 10/1/93 will receive one-half (1/2) of an hour's pay; or
- B. The employee hired on or after 10/1/93 will receive one-quarter (1/4) of an hour's pay.

A minimum of four hundred eighty (480) hours must be retained, and sick leave must accumulate to seven hundred twenty (720) hours again before any further hours can be exchanged. The only exception is in the case of a serious personal emergency, which must be verified and approved through use of the **Buy Back/Cash In Form** procedure provided by the City. The formulas referenced above will be applied to the employee's straight-time hourly rate. An employee shall not be allowed to accumulate more than seven hundred twenty (720) hours sick leave.

Section 6. Doctor's Explanation/Release. When the duration of sick leave exceeds three (3) days, an employee may be required to furnish the Director of Administrative Services with a written doctor's explanation of the employee's illness or disability. Similarly, the City has the right to require a "return to work" authorization signed by a doctor before permitting an employee to return to work after any serious injury or illness.

## **ARTICLE 14**

### **LEAVES OF ABSENCE**

Section 1. Application for Leave. All requests for leave of absence shall be submitted in writing by the employee to the employee's immediate supervisor. All requests for leave shall be submitted as soon as the need for such a leave is known. The request shall state the reason for and the anticipated duration of the leave of absence.

Section 2. Authorization or Denial of Leave. Authorization for or denial of a leave of absence shall be furnished to the employee in writing by the supervisor. All requests for leave of absence shall be considered by the supervisor within three (3) City Hall working days. No leave of absence request shall be unreasonably denied.

Section 3. Paid Leaves of Absence.

- A. Bereavement Leave. Employees shall be granted time off with pay to arrange the funeral of and/or pay final respects to an immediate family member. Such time off will not exceed three (3) consecutive working days. In the case of multiple deaths or if out of state travel is required, such leave shall not exceed six (6) consecutive working days. Bereavement leave shall not be charged to vacation, compensatory time, or sick leave.

For the purpose of this section, the employee's immediate family is defined as the employee's spouse, father, mother, son, daughter, stepchild, brother, sister, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, or as determined by the Director of Administrative Services. The employee shall provide acceptable proof of death to the department director within thirty (30) days of the end of the bereavement leave if such documentation is requested by the director.

- B. Military Leave. Military leave benefits will be provided pursuant to the City's Military Leave Resolution as amended and as further specified in the City's Procedures and Rules.

C. Jury Leave.

- (1) An employee who is summoned for jury duty service shall be granted administrative leave with pay. The City shall not reimburse the employee for meals, lodging, or travel expenses incurred while serving as a juror. Employees who perform jury duty for only a portion of a regular scheduled work day are expected to report to work when excused or released by the court.
- (2) An employee subpoenaed as a witness in a criminal case not involving his personal litigation, shall be granted administrative leave with pay. Any witness fee and mileage received by the employee shall be retained by the employee.
- (3) An employee subpoenaed in line of duty to represent the City as a witness or defendant shall not be granted administrative leave. In such cases, this appearance shall be considered a part of their job assignment. The employee shall be paid per diem if required to stay overnight, and travel expense, and shall be required to turn over to the City any fees received from the court.
- (4) In no case shall administrative leave with pay be granted for court attendance when an employee is engaged in personal litigation; however, an employee may be granted annual leave in such cases with the approval of the City.

D. Education Leave with Pay. As determined by the City, education leave with pay is leave granted an employee to attend a college, university, or training academy for one or more full academic periods for the purpose of receiving training that is of clearly foreseeable benefit to the employer.

E. Voting Time. Employees who are required to work during the entire period that voting polls are open shall be granted adequate time off, with pay, in which to vote. Where possible, employees will be encouraged to take advantage of early voting opportunities.

- F. Meetings and Conferences. In cases where it is deemed by the City to be beneficial to the employer, an employee may be granted leave with pay to attend such meetings or conferences as may contribute to the effectiveness of their employment. Paid leave shall apply to only those hours which would include the employee's regularly scheduled workday.
- G. Examinations and Interviews. An employee shall be granted leave with pay for the purpose of taking examinations before an agency, provided such examinations are pertinent to this employment, or for the purpose of having interviews for promotional positions within the City.
- H. Accruals During Leaves. The employee shall continue to earn and accrue full leave credits as long as the employee is carried in active pay status.

Section 4. Unpaid Leaves of Absence.

- A. Educational Leave. An employee shall be eligible to receive a leave of absence which does not exceed one (1) full year for the purpose of furthering their education.
- B. Prolonged Illness in Family. An employee may be granted a leave of absence of up to one (1) year for the purpose of attending to an ill member of their immediate family. For the purpose of this section, immediate family shall include only spouse, mother, father, son, or daughter, or as determined by the Director of Administrative Services.
- C. Maternity Leave. The City shall grant up to six (6) months unpaid leave to employees with the birth or placement of a child at the request of the employee, and leave may be extended for a maximum of twelve (12) months by mutual consent between the employee and the City.

Section 5. Other Employment While on Leave. An employee on disability leave due to an injury or illness may not obtain part-time or full-time employment while on such leave, unless specifically approved in writing by the Administrative Services Director and the City Manager.

An employee on any other type of authorized leave who obtains part-time or full-time employment elsewhere is required to notify the Administrative Services Director in writing within three (3) days of accepting such employment. If such notification is not forthcoming, the employee, after the expiration of three (3) days, will be deemed to have terminated their employment with the City.

Section 6. Reinstatement After Unpaid Leave. Any employee returning from an approved prolonged, unpaid leave of absence shall be entitled to return to employment at an available job in their former position and former classification, or a position comparable in duties and pay. Employees returning from unpaid extended leaves of absence (one (1) month or more) shall notify their supervisor at least two (2) weeks prior to their return from leave. Employees returning from an unpaid leave of absence shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced, plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence.

## **ARTICLE 15**

### **EMPLOYEE BENEFITS AND RIGHTS**

The City shall provide access to a comprehensive package of health insurance benefits in the form of major medical group coverage, which shall include but not be limited to: physician services; inpatient and outpatient hospital services, and emergency room medical services (including out-of-area medical coverage); diagnostic laboratory and diagnostic/therapeutic radiology services; alcohol, chemical dependency and mental health treatment services; skilled nursing services; and prescription drug services. Life insurance provided by the City for each employee shall remain at an amount at least equal to the employee's regular annual salary (based on their normally-scheduled hours per year). Although access to the above described coverage is guaranteed, the terms, conditions and providers/administrators for such insurance shall be determined solely by the City, but shall not be reduced from the level of benefits described above. For any optional dependent (family or plus one) the employer participation shall be zero (0).

A participating Employee shall pay by payroll deduction based on the following scale for employee (single) health insurance coverage:

|                                          |   |            |
|------------------------------------------|---|------------|
| Base Salary<br>Less than \$36,000        | = | \$10/month |
| Base Salary Range<br>\$36,000 - \$46,000 | = | \$20/month |
| Base Salary<br>More than \$46,000        | = | \$40/month |

Section 1. Insurance Eligibility. All employees will become eligible on the first day of the month after thirty-one days from the date of hire.

Section 2. Part-Time Employees. Part-time employees who work less than a regular full-time work week but at least 1040 hours a year shall receive one-half of the fringe benefits; to include sick, vacation and holiday pay only. No other benefits are applicable to part-time employees.

Section 3. Crossing Guards. Crossing Guards will be the only seasonal or temporary employees who will get one-fourth (1/4) of the fringe benefits; to include sick and holiday pay only. For the period they are working, only holidays that are official school holidays will be paid.

Section 4. Benefits Focus Group. The City shall inform the Union president, or designee, of periodic meetings of the Benefits Focus Group designed for the discussion of developments, priorities and planning in relation to group insurance. The Union will be invited to designate one representative to attend any such meetings. It shall be the intent of the City to take all such input under advisement for serious consideration in the final determination of insurance policies, programs, features, premiums, and other changes.

Section 5. Eating and Restroom Facilities. The City shall provide adequate eating space and sanitary facilities at all permanent locations, which shall be properly heated and ventilated. Temporary facilities, such as tool, equipment and storage areas, not intended for full time regular use, shall not be considered permanent, even if in use for extended periods of time.

Section 6. Required Education & Training. For any employee who is required by State law to attain and/or maintain licensure, and is required to take CEU courses, said courses and all related expenses (i.e. hotels, gas, food, etc.) shall be paid by the City in accordance with City policy. Employees required to maintain a commercial driver license (CDL) as a condition of employment for their position with the City will be reimbursed the cost of the license and renewals for the duration of their employment with the City in a position which requires the CDL.

Section 7. Personnel Records.

- A. Each employee shall have the right, upon request, to examine and copy any and all material, including any and all evaluations contained in any personnel records concerning such employee. The Union shall have access to an employee's personnel records in accordance with Chapter 119 of the Florida Statutes.

- B. Whenever any material, including evaluations and disciplinary action, is inserted into the personnel file or records of an employee, such employee shall be promptly notified and given a copy of such material.

Section 8. Laundry Facilities. The City will provide a washer and dryer at the Water Production and Reclamation Facility to be used by employees so that contaminated clothing does not have to be taken home.

Section 9. Safety Shoes. Employees who are required by their job duties to wear safety shoes will be reimbursed up to \$100 per year, providing the shoes meet ANSI Standard Z41.

Section 10. Payroll Deductions for Union Programs. Bargaining unit employees may utilize payroll deduction authorization to have additional amounts deducted for benefit programs sanctioned and provided by AFSCME Council 79, including insurance, retirement, investment and other similar programs.

## **ARTICLE 16**

### **WAGES**

Section 1. Pay Plan. For the first year of this Agreement, full-time employees as of September 30, 2009 shall receive a one-time payment of one thousand one hundred dollars (\$1,100.00); the part-time Fire Department Receptionist/Secretary employed on September 30, 2009 shall receive a one-time payment of five hundred and fifty dollars (\$550.00); and the two part-time Police Department Crossing Guards employed on September 30, 2009 shall receive a one-time payment of two hundred and seventy-five dollars (\$275.00). For the second year of this Agreement, full-time employees as of April 19, 2011 with an annual base salary of forty thousand dollars (\$40,000.00) or less shall receive a one-time payment equal to two (2) percent of their annual base salary and full-time employees as of April 19, 2011 with an annual base salary of more than forty thousand dollars (\$40,000.00) shall receive a one-time payment equal to one (1) percent of their annual base salary. The one-time payments for the second year of this Agreement shall be paid within thirty (30) days following ratification of this Agreement. For the third year of this Agreement, full-time employees as of September 30, 2011 with an annual base salary of forty thousand dollars (\$40,000.00) or less shall receive a one-time payment equal to two (2) percent of their annual base salary and full-time employees as of September 30, 2011 with an annual base salary of more than forty thousand dollars (\$40,000.00) shall receive a one-time payment equal to one (1) percent of their annual base salary. The one-time payments for the third year of this Agreement shall be paid in October, 2011. These one-time payments shall not change the employee's base rate of pay which will remain the same as it was on September 30, 2009.

Section 2. General Description. The step pay plan consists of forty (40) grades. Each grade contains twelve (12) steps designed to be awarded annually, unless otherwise provided herein. As currently constructed, no one can attain a base rate of pay higher than Step 12 of their respective grade. There is a 3.5% spread between grades (vertical) and between steps (horizontal). There is a range of 46% between the minimum and maximum pay rate of each grade.

Section 3. Changes to the Pay Plan.

A. Top Out Pay. For all three years of this Agreement, no employee shall receive top out pay.

B. Annual Step Increases. For all three years of this Agreement, no employee shall receive an annual step increase.

Section 4. New Employees. Bargaining unit employees who are hired after the effective date of this Agreement (10/1/09) shall normally start at the entry level (Step One) of their respective grade in the Step Pay Plan. However, the City Manager will have the right to determine and approve exceptions by hiring up to Step Three, providing that the following conditions are met:

(a) sufficient funds are in the department budget; and (b) the individual being hired possesses unusually strong credentials of education, training, experience or skills; or (c) it is determined by management that the established pay range for the position is inadequate due to changing market conditions to recruit or retain fully qualified employees.

In any event, the individual being hired will not be granted a rate of pay higher than that of any other employee already classified in that position title.

Section 5. Lateral Transfers. Employees who transfer laterally to a position in the same grade will not be changed in rate of pay, but will remain at the same step as prior to the transfer.

Section 6. Promotions. Employees promoted to a position in a higher grade will be advanced to the step in the new grade which assures a raise which is equivalent to 3-1/2%, except when that would exceed the top out pay (Step 12) for that grade.

Section 7. Demotions. Employees who voluntarily, or as a result of action taken by the City, are demoted to a position in a lower pay grade will be placed in the same step in the new grade.

## **ARTICLE 17**

### **OUT OF TITLE WORK AND ADDITIONAL CERTIFICATIONS**

Section 1. Work in a Lower Classification. While an employee is temporarily performing the duties of a position classified in a grade lower than that in which the employee performs their regular duties, the employee shall be compensated at their regular rate of pay as if performing regular duties, except in the case of light duty assignments given in the course of recovery from a job-related injury.

Section 2. Rate of Pay in Higher Classification. Any employee who is temporarily and specifically assigned by the City to a position in a higher grade for two (2) hours or more shall receive a rate of pay which is five percent (5%) higher than the employee's regular rate of compensation. This increment shall not be awarded to employees whose job description specifically designates them as the person to act in someone else's absence, nor to those on light duty assignments in the course of recovery from job-related injury or illness. Similarly, this increment shall not apply in cross-training situations, but only when the employee is fully qualified, specifically assigned. It shall not be the intent of the City to assign such duty on a frequent or continually reoccurring basis except under emergency or extenuating circumstances.

Section 3. Apprenticeship Program. The City will keep a record of any hours worked in a higher classification by a bargaining unit member for the purpose of cross-training or on-the-job apprenticeship training. These hours shall be considered training time, and an account of these hours shall be taken into consideration when making promotions, along with criteria in Article 9, Section 5, Promotions. These training hours shall be considered on personnel evaluations and awards of merit increase, should such increases be adopted, but will not be compensated at the five percent (5%) higher rate of compensation.

Section 4. Overtime Compensation in Out-of-Title Classification.

- A. An employee who performs overtime work in a higher classification shall have overtime compensation computed at the salary rate prescribed in Section 2 of this Article.

- B. An employee who performs overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation, except in the case of light duty assignment in the course of recovery from a job-related injury or illness.

Section 5. Additional Certifications. Employees whose job description requirements include certification levels (e.g. plant operators, field technicians and field specialists) and who attain the next higher level of certification from the State of Florida will be automatically promoted to the classification assigned to that level effective upon the certificate date provided all other requirements in the Job Description are met.

## **ARTICLE 18**

### **PERSONNEL ANNUAL EVALUATIONS**

Section 1.     Personnel Evaluation. The Union or any employee may challenge the accuracy or propriety of a personnel evaluation by filing a written statement of the challenge in the personnel file. An employee has the right to respond/comment in writing to anything in the evaluation with which they either agree or disagree.

Section 2.     Employee Options. Department directors and supervisors must advise the employee of any comments added or changes made to the performance evaluation as it proceeds through the chain of command for final approval/acknowledgement. An employee may file a grievance based on a personnel evaluation which results in a negative action. Upon a determination of the final step of the grievance procedure that is utilized that such material is either inaccurate or improperly placed in such employee's personnel records, a copy of such determination shall be placed in the personnel file along with the challenged performance evaluation.

Section 3.     Restructure Evaluation System. If the City decides to restructure the present evaluation system, the Union will be consulted for advice and recommendations prior to the implementation of the evaluation system.

## **ARTICLE 19**

### **GRIEVANCE PROCEDURE AND ARBITRATION**

Section 1. Definition. A grievance is defined as a dispute involving the interpretation or application of the specific provisions of this Agreement. A filed grievance shall contain: the date of the alleged violation of this Agreement; the article and section of this Agreement alleged to have been violated; a statement of how the article or section is alleged to have been violated, including the facts in support of the grievance; the adverse impact of the alleged violation on the employee or the Union; the remedy requested to resolve the grievance; and the signature of the employee or Union representative directly affected by the alleged violation of the agreement. A grievance or a grievance response may be amended at any time prior to a request for arbitration.

Section 2. Informal Step - Pre-Grievance Discussion. Prior to initiating Step 1 of the grievance procedure, or Step 2 in the case of a Policy Grievance, informal discussions must be held for the purpose of settling differences in the simplest and most direct manner. This informal pre-grievance discussion shall be held with a representative determined by the City, usually the department director or a person designated by the department director, or the Director of Administrative Services. Both the City and the Union hold that it is most advantageous to all concerned to resolve matters at this level if at all possible. If an attempt to settle the matter is unsatisfactory at this informal step, then the employee may follow the formal grievance procedure outlined in this article.

Section 3. Choice of Representation. Nothing in this Article shall be construed to prevent any employee from presenting their own grievance with whomever may be desired as a representative. However, it is understood that the grievant may choose either the Union or some other representative, but not both. If the Union is chosen, representation shall be in compliance with Section 2 above. If the Union is not chosen, the City will notify the Union and they will be permitted to observe and monitor such grievance presentations and discussions to assure compliance with the Agreement. Union rights to notification and observation pertain to grievance presentations and discussions only. Such designation must be made at the first step of the grievance. Nothing in this Article shall prevent the City from involving any representative(s) of their choice in the grievance investigation and response process.

Section 4. Formal Grievance Steps.

Step I. If the dispute remains unsettled after the pre-grievance discussion, the Union Steward, with or without the employee, shall present to the employee's immediate supervisor a written statement of the grievance within twenty (20) City Hall working days of the date the incident occurred or reasonably should have come to the knowledge of the employee. The immediate supervisor shall confer with the department director and attempt to adjust the matter, and the immediate supervisor or the department director shall respond to the Steward within twenty (20) City Hall working days after receiving the grievance.

Step II. If the grievance still remains unsettled, it shall be presented by the Union Steward or Union representative to the Administrative Services Director in writing within twenty (20) City Hall working days after the response of the immediate supervisor or department director is received. The City Manager or Administrative Services Director shall respond in writing to the Union Steward or representative (with a copy of the response to the Local Union President) within twenty (20) City Hall working days. Policy Grievances which are designed to determine or clarify the general interpretation of contract provisions involving two or more departments, rather than to resolve individual employee grievances, may be filed by the Union directly at Step II with the Administrative Services Director.

Step III. If the grievance is still unsettled, either party may, within twenty (20) City Hall working days after the reply of the City Manager or Administrative Services Director is received, by written notice to the other, request arbitration. During any arbitration proceeding conducted hereunder, either party may pursue discovery in accordance with the Florida Rules of Civil Procedure. The Federal Mediation and Conciliation Service (FMCS) shall be requested by either or both parties to provide a panel of five (5) arbitrators. This action shall be taken within thirty (30) City Hall working days by the Director of Administrative Services on behalf of both parties, in accordance with FMCS procedures, including payment of the initial fee for such a panel listing. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator. The

decision of the arbitrator shall be final and binding on the parties, and the arbitrator shall be requested to issue a decision within thirty (30) days after the conclusion of the testimony and argument. The cost and expense incurred for both the FMCS and the impartial arbitrator shall be paid by the losing party, unless the arbitrator renders a split decision, in which case the expense shall be shared equally by the parties involved in the arbitration procedure. The cost for clerical duties and a transcript, if requested, shall be shared equally. If an employee is acting independently of and in disregard of the position of the Union in matters relating to arbitration, the losing party will pay the cost of the arbitration. The City, the grievant, and the Union shall work together to conduct the arbitration hearing within six (6) months from the date arbitration is requested.

Section 5. Mediation. Following a request for arbitration by either party, the City and the Union may mutually agree to submit the grievance to mediation.

Section 6. Grievance Committee. The Union Grievance Committee shall be made up of the Chief Steward, President, Secretary, and Grievant, if they desire to attend. The City shall meet upon the request of either the City or the Union, at a mutually convenient time, with the Union Grievance Committee. All Grievance Committee meetings with the City shall be held during normal City Hall business hours on the City's premises, and without loss of pay for those attending during on-duty time. (No one attending on off-duty time will be paid.) The City shall be responsible for notifying supervisors in advance of the time and location of such meetings for all employees involved. The purpose of the Grievance Committee meetings will be to adjust pending grievances or to discuss procedures for avoiding future grievances.

Section 7. Rules for Processing Grievances.

- A. It shall be understood that references to the Union President, Chief Steward, the immediate supervisor, department director, Administrative Services Director or City Manager shall include their respective designees as related to presentation of and response to grievances at the various steps. Also, in calculating deadlines, the day of receipt does not count as one of the days involved. In the event a grievance arises, the employee must submit the grievance to their immediate

supervisor within twenty (20) City Hall working days after the employee could reasonably have knowledge of the grievance event.

- B. A grievance not appealed by the employee from one step to the next within the specified time limits shall be considered settled on the basis of the last answer, unless such time limits are extended by mutual agreement. Failure on the part of management to answer within the time limit set forth in any step shall result in the grievance being settled on the basis of the grievance request as spelled out in the grievance. To avoid any misunderstanding or conjecture about delivery, a Union Steward or Officer shall initial and date each grievance response, and a copy shall be made and provided to both the Union President and the Administrative Services Director.
- C. No matter shall be entertained as a grievance hereunder unless it is raised as such within twenty (20) City Hall working days after the occurrence of the event or after the employee would reasonably become aware of the event giving rise to the grievance.
- D. An exception to the above shall be made in the instance of an employee's suspension or dismissal which shall be entered as a written grievance in Step 2 of the grievance procedure within twenty (20) City Hall working days of the employee receiving written notification of their suspension or dismissal. Refer to Article 20, Discipline and Discharge.
- E. All time limits set forth in this Article may be extended by mutual consent in writing; but if not so extended, they must be strictly observed. Such extensions must be requested prior to the applicable deadline.
- F. The Union, with or without the employee, with due notice to the employee, may take up a dispute, or grievance on behalf of and for the protection of the employees they represent. This will be designated as a Policy Grievance. (See Section G & I).

- G. Policy grievances filed on behalf of the Union, in accordance with this Article, will be signed by the designated Steward or appropriate officer and shall follow the procedure as set forth in this Article, except where the problem occurs at a specific level of supervision. In such case, the grievance will be submitted at the appropriate Step.
  
- H. The grievant, the Steward representing the grievant, or other Union representative, and any material witnesses giving testimony at a grievance hearing, shall appear without loss of pay for the amount of time required to participate if during on-duty time.
  
- I. The City is not obligated to process an individual employee's grievance to arbitration if the Union declined to do so.

## **ARTICLE 20**

### **DISCIPLINE AND DISCHARGE**

Section 1.     Discipline. It is the intention of the City that disciplinary action will be initiated in a timely manner. The purpose of the disciplinary process is to assist an employee in altering potentially disruptive or job-threatening behavior. For that reason discipline is normally progressive in nature, based on the type, frequency and severity of the offense. Progressive discipline may not be appropriate; however, if a particular violation is so severe as to warrant discipline which is more severe, based on an evaluation of its individual merits. Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure, except as provided in Article 1, Section 2, for probationary employees. If the appointing authority has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

Section 2.     Responsibilities of the City. It shall be the responsibility of the City to verbally offer union representation to employees in the following situations:

- (1) Questioning that may lead to discipline
- (2) Meetings during which an employee is to be counseled
- (3) Meetings during which an employee is to be disciplined (oral or written reprimand)
- (4) Pre-determination hearings (suspension or termination)

Section 3.     Rights of Employees. It shall be the right of employees to either accept or reject offers of Union representation. If an employee rejects an offer of Union representation, the employee shall acknowledge rejection by signing the ***Rejection of Offer of Union Representation*** form. If an employee accepts an offer of Union representation the employee or the City will contact the appropriate Steward.

Section 4.     Disciplinary Process. Initial minor infractions, irregularities or deficiencies and patterns suggesting potential for problems shall first be privately brought to the attention of the employee in the form of oral counseling. Although a record of such counseling may be entered into the employee's disciplinary action file, it shall not be considered part of the formal

disciplinary process; and if corrected, such counseling shall not be considered detrimental to the employee's personnel record. (A copy of any record/document which is placed in an employee's personnel file shall be forwarded to the employee by the individual generating it or requesting it be filed.) Formal disciplinary action or measures shall include only one of the following:

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Demotion
5. Discharge

When any disciplinary action more severe than an oral reprimand is intended, the City shall, before or at the time such action is taken, notify the employee in writing of the specific reasons for such actions.

Section 5. Informal Pre-Hearing for Demotion, Dismissal or Suspension. Prior to effecting a demotion, dismissal or suspension of any employee as provided in these rules, the employee is to be given a pre-hearing by the department director or designee in which the employee shall be allowed to respond to the charges.

Procedure: The pre-hearing is to be informal and conducted by the department director or designee at the employee's work location without extensive witnesses, court reporters or lawyers. Notes on the pre-hearing are to be made and witnessed whenever possible. These notes will be submitted to the Administrative Services Director and will become part of the employee's disciplinary action file. Prior to the pre-hearing, the department director or designee shall give a statement of the specifications of charges to the employee indicating the proposed pre-hearing schedule and location by completing in its entirety the *Notice of Pre-Hearing and Statement of Charges* form. The employee shall be given a reasonable time prior to the hearing to study the charges and prepare for the pre-hearing, at which time the employee shall have the right to representation of his choice.

The department director or designee shall conduct the pre-hearing and shall give due consideration to the comments of the employee before initiating whatever paperwork might be generated as a result. The department shall inform the employee of their right of appeal or

grievance. The pre-hearing procedure applies only to permanent employees. There shall be no pre-hearing required for the demotion, discharge or suspension of probationary employees.

Section 6. Discharge of Permanent Employees. The City shall not discharge a permanent employee without just cause.

Section 7. Right to Grieve. The Union or the employee shall have the right to take up a suspension, demotion or discharge as a grievance at the second step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary.

Section 8. Right to Respond. An employee has the right to respond/comment in writing to anything relating to disciplinary action with which they either agree or disagree.

Section 9. Performance Improvement Plan. The Union recognizes the value of the Performance Improvement Plan (PIP) and recognizes the City's ability to use them.

## **ARTICLE 21**

### **LAYOFF AND BUMPING**

#### **Section 1. Layoff Process.**

- A. Employees shall be laid off in the inverse order of employment seniority within their position title or position title group (for Plant Operators only).
- B. The City shall give written notice of the layoff to the affected employee and the Union at least thirty (30) calendar days prior to the effective date of the layoff.
- C. All emergency, temporary, provisional, part-time and trainee employees within a position title or position title group (for Plant Operators only) shall be laid off or separated before any full-time employee within the same position title or position title group (for Plant Operators only) shall be laid off.
- D. Any designated Union Officer (president, vice president, secretary, treasurer or steward) who has held office for at least ninety (90) consecutive days prior to the written notice of layoff shall be deemed to have employment seniority over all other employees within his position title or position title group (for Plant Operators only) for the purpose of determining which employee shall be laid off.

#### **Section 2. Layoff List.**

- A. Laid off employees shall be placed on a layoff list for a period of twelve (12) months.
- B. Individuals on the layoff list shall receive notice of all City vacancies sent to their last known mailing address.
- C. Individuals on the layoff list shall have preference for any intermittent or declared seasonal vacancy in the position title or position title group (for Plant Operators only) from which they were laid off.

Section 3.     Recall. If within two (2) years of a layoff the City decides to fill the position, the position shall first be offered to the individual who was laid off from the position. Notice of such recall shall be given to the individual by certified mail return receipt requested sent to his last known mailing address. The individual shall have ten (10) calendar days following receipt of the recall notice within which to accept the position in writing.

Section 4.     Bumping. Full-time employees who have been laid off or bumped may bump another employee provided all of the following conditions are met:

- A. the employee exercising his bumping rights must be in an equal or greater pay grade than the employee being bumped;
- B. the employee exercising his bumping rights must meet the minimum qualifications for the position he seeks to bump into;
- C. the employee exercising his bumping rights must have previously held the position he seeks to bump into; and
- D. The employee must give written notice to the Administrative Services Department of his intent to exercise his bumping rights within ten (10) calendar days from his receipt of a notice of layoff or a notice of being bumped.

In all cases of bumping, the employee to be bumped shall be the employee with the least employment seniority in the position title or position title group (for Plant Operators only).

## ARTICLE 22

### SPECIAL UNITS

#### Section 1. Police Dispatcher Positions.

- A. Police Dispatchers assigned to the Police Department will be on permanent shifts in accordance with Article 6 for the express purpose of maintaining the current team permanent shift policy, except for those designated as “Floaters”.
- B. A bid for Police Dispatcher shift assignments will be conducted every three (3) months, with shifts assigned according to classification seniority.
- C. A Dispatcher who is directed by management to train either new or existing personnel will receive a five percent (5%) pay differential in addition to their regular base hourly rate of pay for any hours assigned to such duties.
- D. Police Dispatchers are considered as essential/key personnel in the Police Department for the purposes of declared emergencies, and may be required to work as needed.
- E. Dispatchers are considered to be on the same holiday work schedule/ arrangement as sworn officers in the Police Department, as reflected in the FOP (Fraternal Order of Police) Contract.
- F. Due to operational needs, dispatchers will remain at their duty station during meal periods and have one thirty (30) minute paid meal period during each full work shift.
- G. The City will grant each Dispatcher an annual allowance of two hundred dollars (\$200.00) for cleaning and maintenance of uniforms.
- H. Due to critical health and safety aspects of the Dispatcher position, an extended training period is warranted. All new-hire and promoted Dispatchers will be required to serve a one (1) year probationary period.

Section 2. Police Criminalistics Positions.

- A. Police Criminalistics personnel are considered as essential/key personnel in the Police Department for the purposes of declared emergencies, and may be required to work as needed.
- B. Criminalistics personnel are on the same schedule/arrangement for physical examinations as the sworn Police Officers, as reflected in the FOP (Fraternal Order of Police) Contract.
- C. Each Criminalistics employee is granted by the City an annual allowance of two hundred dollars (\$200.00) for cleaning and maintenance of uniforms.
- D. Due to the technical aspects of crime scene evidence collection and preservation, an extended training period is warranted. All new-hire and promoted Criminalistics positions will require a one (1) year probationary period.

Section 3. Public Works Task Assignments.

- A. The employees assigned to the Solid Waste/Recycling Division of the Public Works Department shall be held responsible for completion of a daily task assignment which shall consist of satisfactory completion of the assigned scheduled task(s). Upon satisfactory completion of the assigned task and reporting to their supervisor for completion of job related duties, employees shall be considered to have completed their work day and will be excused by an appropriate supervisor. To the extent possible as determined by operational needs, assignment of job related duties will be rotated among the task group employees. The normal work week in this department will be forty (40) hours.
- B. Holiday pay will be based on the normal Solid Waste work day, which is ten (10) hours.

- C. The task assignment schedule is such that it is impossible to give more than two consecutive days off to the employees involved. To accomplish their assigned duties it is agreed that their schedule is not required to be the same as all other employees.
  
- E. Employees assigned to fountain maintenance on holidays and weekends may be assigned on a task basis and receive three (3) hours pay for hours worked at 1.5 times the employee's normal hourly rate for all time worked that is relevant to the assigned task, with a minimum of three (3) hours. Hours worked on this task assignment are not considered hours worked for the purpose of calculating overtime as these hours have already been paid at the overtime rate.

Section 4. Recording Secretary Positions. Recording Secretaries work a flexible schedule which will be set by the City. Every effort will be made to ensure that Recording Secretaries will actually work 40 hours in a workweek. Where Recording Secretaries actually work more than 40 hours in a workweek, they will be entitled to overtime or comp time.

## **ARTICLE 23**

### **TUITION REIMBURSEMENT**

**Section 1.** If an employee attends a school, course of study, or takes a correspondence course, they may be eligible to receive educational related expenses if it is a work related subject. The employee must complete the proper tuition agreement and receive advance approval from the department head, Director of Administrative Services and City Manager. Employees must complete the course with at least a “C” average and must work for the city at least one year after finishing, otherwise, the employee must reimburse the city.

## **ARTICLE 24**

### **MANAGEMENT RIGHTS**

Section 1. Management Discretion. Nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its own sole and exclusive discretion on all of the following matters, providing such exercise is consistent with the express terms of this Agreement.

- A. To manage the City and exercise sole, exclusive control and discretion over the organization of the City and the operations thereof.
- B. To determine the purpose and functions of the City and its constituent divisions and departments.
- C. To perform those duties and exercise those responsibilities which are assigned to it by Federal and State Law, City Ordinance or by City Regulations.
- D. To determine, maintain, adopt and publish such reasonable policies and programs, standards, rules and regulations as are deemed by it necessary for the operation and/or improvement of the City; and to select, manage and direct management, supervisory, administrative and other personnel.
- E. To set methods, means of operations and standards of services to be offered by the City.
- F. To determine job content. (Union will be notified.)
- G. To decide the number, location, design and maintenance of the City facilities, supplies, and equipment.
- H. To determine the qualifications of all employees of the City; to select, examine, hire, classify, train, lay off, assign, schedule, retain, transfer, promote, demote, direct and manage all employees of the department.

- I. To discharge, demote or suspend any employee of the City, and take other disciplinary action against such employees, and to relieve such employees from duty for just cause.
- J. To establish, change, or modify the number, types, and grades of positions, or employees assigned to an organization, unit, department or projects.
- K. All other rights to manage the City and the operations, functions and purposes thereof which are not recited in or expressly limited by this Agreement are reserved to the City.

Section 2. Retained Rights. Except as expressly abridged, limited, or modified by the written terms of this Agreement, any of the rights, powers, or authority the City previously possessed or enjoyed prior to this Agreement are retained by the City and may be exercised without prior notice to or consultation with the Union.

Section 3. Emergencies. If the Mayor, City Council or the City Manager, or one of their designees, declares a civil emergency exists, including but not limited to riots, civil disorders, hurricane conditions, or similar conditions, the non-monetary provisions of this Agreement may be suspended by the City during the time of the declared emergency. The City shall notify the Union in writing of the date such emergency is declared, and the date such emergency declaration is officially lifted. Any grievance that arises during a period of Agreement suspension shall be abated until the suspension is lifted. The declaration and lifting of civil emergencies shall be as provided in the City's Personnel Procedures and Rules. Subject to the approval of City Council, hours worked during a civil emergency will be paid in accordance with the emergency pay policy in effect at the time.

Section 4. City Charter and State Laws. The City Charter, together with all applicable General Laws of the State of Florida, shall be supreme to this Agreement in all matters pertaining to or resulting from any negotiations in such areas of discretion as the City's mission and obligation to its citizens, budget, organization, assignment of personnel, tasks, duties, responsibilities or the technology of performing work.

Section 5. Exclusive Rights. The City has sole, exclusive right to direct the managerial, supervisory, administrative personnel and any other person not covered by this Agreement to perform any task in connection with the operation of the City.

Section 6. State and Federal Laws and Constitutions. The City hereby retains and reserves all rights, powers, duties, authority and responsibility conferred upon and vested in it by the laws and constitutions of the State of Florida and the United States.

Section 7. Modification of Rights. It is expressly understood by and between the parties to this Agreement that the City shall not be deemed to have waived or modified any of the rights reserved to the City under this Article by not exercising said rights either in a particular matter or in a particular manner. This provision shall not preclude the parties from submitting evidence of past practices in any grievance procedure hearing.

Section 8. City Manger's Rights by Law. Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the City Manager, as provided by Law.

Section 9. Filing a Grievance Against Management Rights. The exercise of the above-enumerated rights shall not preclude an aggrieved from filing a grievance, should decisions on the above matters violate the express terms and conditions of this Agreement.

Section 10 Contracting and Subcontracting of Public Work.

- A. The City shall retain the right to contract out or subcontract any public work.
- B. When any contracting or subcontracting out shall result in a layoff of employees, Union and the City will conduct a work session before implementation to discuss the impact of subcontracting. The City shall notify the Union of its decision to contract out or subcontract out public work at least thirty (30) calendar days prior to any layoff.
- C. The City shall not exercise its right to contract out or subcontract out public work for the purpose of eroding the bargaining unit.

## **ARTICLE 25**

### **NO STRIKE PROVISION**

Section 1. The Union or its officers, representatives, agents, members, employees, and employees covered by this Agreement shall not engage in, instigate or support:

- A. A Strike.
- B. Concerted failure to report for duty.
- C. Concerted absence from their respective positions.
- D. Concerted stoppage of work.
- E. Concerted submissions of resignations from the Bargaining Unit.
- F. Concerted absenteeism in whole or in part from the full and faithful performance of the duties of their employment by the City.

Section 2. The foregoing prohibited activities A through F shall not be engaged in for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or in the rights, privileges, or obligations of public employment of any employees within or without the bargaining unit.

Section 3. No employee or group of employees shall participate in:

- A. A concerted failure to report for work after the expiration of a collective bargaining Agreement, or
- B. Picketing or hand billing residences of elected, appointed, or supervisory employees.

Section 4. Any employee or group of employees committing or participating in any of the acts described in this Article may be disciplined by the City up to and including discharge. The City shall also retain its statutory penalty rights for a violation of the No-Strike provision of this Agreement, or of the provisions of the Florida Statutes prohibiting a strike.

## **ARTICLE 26**

### **PRESERVATION OF BENEFITS**

Section 1. With respect to matters not covered by this Agreement, the Employer will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation beneficial to employees without prior notice to the Union and without negotiations with the Union.

## **ARTICLE 27**

### **LABOR MANAGEMENT COMMITTEE**

Section 1. There shall be a Labor Management Committee consisting of the following Labor Management representatives:

- A. The Union President, or designee, and two other representatives of the bargaining unit.
  
- B. The City Manager, and/or designee(s), to number no more than three (3) persons.

Section 2. Meetings of the Committee shall be held not more than ten (10) times each calendar year, and shall be scheduled at the request of either party upon five (5) days notice. The party requesting such a meeting shall forward to the designated representative of the other party an agenda specifying those questions or issues to be presented for discussion; the time, place and duration of discussion shall be determined by the City.

Section 3. The sole function of the Labor Management Committee shall be to discuss general matters pertaining to the employee relations. The committee shall not engage in collective bargaining or resolution of grievances.

Section 4. Any representative of the Union who is called by the City to attend a meeting shall be paid. Such time shall not count toward “union time” provided in Article 4, Section 2 if the representative is a Union Steward or Officer, but it shall count as time worked in the calculation of overtime.

## **ARTICLE 28**

### **SEVERABILITY**

Section 1. If any Article or Section of this Agreement shall be found invalid, unlawful, or not enforceable by reason of any existing or subsequently enacted State or Federal Legislation, or by judicial authority, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement, that are not affected by the invalid, unlawful, or unenforceable Article(s) or Section(s).

Section 2. In the event of such invalidation, the parties will meet at the earliest opportunity to negotiate a replacement.

## **ARTICLE 29**

### **DURATION OF AGREEMENT**

**Section 1. Duration of Agreement.** This Agreement shall be effective October 1, 2009 through September 30, 2012. On or before June 1, 2010, collective bargaining negotiations shall be reopened for the purpose of negotiating Article 16, two other articles selected by the City and two other articles selected by the Union. In the event that the City and the Union fail to secure a successor agreement prior to September 30, 2012, the parties may mutually agree in writing to extend this Agreement for any length of time.

**Section 2. Negotiations.** Upon the written request of either party, negotiations may begin not less than ninety (90) days prior to the anniversary date (October 1) of this Agreement.

**Section 3. Agreement During Negotiations.** This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement as set forth in the following paragraph.

**Section 4. Termination of Agreement.** In the event that either party desires to terminate this Agreement at some point after October 1, 2009, at least ten (10) days written notice must be given to the other party (by certified mail, return receipt requested).

**Section 5. Successor Clause.** This Agreement shall be binding upon the successors and assigns of the parties thereto, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed to the detriment of the other party in any respect whatsoever by the consolidation, merger, sale, transfer, lease or assignment of either party hereto, or of any separable, independent segment of either party hereto.

In witness whereof, the parties hereto have set their hands this 12<sup>th</sup> day of November, 2009.

FOR THE UNION

FOR THE CITY

Mr. Ugo's Carpenter

Isaac D. Turner

Michael Ward, Pres.

[Signature]

John J. Padeha, Vice Pres.

[Signature]

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[Signature]

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