

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

CITY OF NORTH PORT

AND

THE AMERICAN FEDERATION OF STATE

COUNTY AND MUNICIPAL EMPLOYEES

LOCAL 3432

October 1, 2017 – September 30, 2020

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PREAMBLE

This Agreement is entered into as of October 1, 2017, between the City of North Port, hereinafter referred to as the City, and Local 3432 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 basic and full Agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. There is none and shall be no individual arrangements or agreements which are contrary to the terms herein provided.

ARTICLE 1 - RECOGNITION

Section 1 The City of North Port, Florida, (hereinafter referred to as the "City") recognizes Local 3432, A.F.S.C.M.E. Florida Council 79, AFL-CIO, (hereinafter referred to as "AFSCME" or the "Union") as the exclusive bargaining representative for employees specified, in PERC Certification #743. The bargaining unit shall include: All Blue-Collar, regular full-time and permanent part-time employees employed by the City of North Port in those classifications contained in PERC Certification #743, as amended.

Section 2 AFSCME recognizes that the City Manager is the collective bargaining representative for the units of City Government contained in the bargaining unit. AFSCME further recognizes its obligation to bargain solely and exclusively with the City Manager and/or his designee.

Section 3 It is further understood and agreed that the President of Local 3432 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 4 The City will distribute at the orientation session for new bargaining unit employees, a folder of questions and answers to make them aware of AFSCME - AFL-CIO as the Union that represents employees in the certified bargaining unit if requested by the Union and if the materials are provided for distribution. The City will make available to the Union, upon hire the name of new employees. Information contained shall be: employee's name, home address, date of hire, department and job classification.

Section 5 The City and the Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay and to provide conditions of employment conducive to efficient operation of all services provided by the City.

Section 6 The Union agrees to hand out a copy of this Agreement, before or after regular work hours or during lunch periods on City property that is open to the public, i.e. non-work areas, to all present employees covered by this Agreement within one (1) month of it being put into effect and thereafter to every employee covered by this Agreement. The Union shall be responsible for the cost of printing copies of this Agreement for every employee covered hereby. The City shall be responsible for providing copies to Management.

ARTICLE 2 - MANAGEMENT RIGHTS

Section 1 The Union and its members recognize the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities; and that the powers of authority which the City has not officially, specifically, or expressly abridged, delegated, or modified by this Agreement are retained by the City. Management officials of the City retain their rights in accordance with applicable laws, regulations, and provisions of this Agreement as follows:

To manage the City departments and exercise unilateral control and absolute discretion over the organization and the operations thereof; To determine the purpose and functions of the departments and its constituent divisions/operations; To perform those duties and exercise those responsibilities which are assigned to it by Federal and State Law, City Charter, City Ordinance or by City Regulation; To determine and adopt such policies and programs, standards, Personnel Policy Manual as are deemed by the City to be necessary for the operation and/or improvement of the departments, and to select, manage and direct management, administrative, supervisory and other personnel; To maintain order and efficiency relative to both the work force and the operations/services to be rendered thereby; To set the methods, means of operations and standards of services to be offered by the City and to contract such operations and services to the extent deemed practical and feasible by the City in its sole discretion; To determine and redetermine job classifications, job content, work force size, work schedules and work assignments; To decide the number, location, design and maintenance of the affected department's facilities, supplies, and equipment. To relocate, remodel, or otherwise revise operations and facilities as may be deemed necessary by the City; To determine the qualifications of all employees of the affected departments; to select, examine, hire, classify, train, lay off, assign, schedule, retain, transfer, promote, direct and manage all employees of the affected departments; To select supervisory and managerial personnel from the working forces strictly on the basis of management's determination of individual ability based on competitive examination, performance evaluation and other elements at the discretion of the City; To determine the extent of its operations. To determine when any part of the complete operation shall function or be halted, and when, where and to what extent operations/services shall be increased or decreased; To discharge, demote, suspend, relieve from duty, or to take other disciplinary action against any employee of the affected departments for just cause; To increase, reduce, change, modify or alter the composition and size of the affected department's work force; To establish, change or modify the number, types and grades of positions/employees assigned to an organization, unit, project, or division of the affected departments; To establish, change or modify duties, tasks, responsibilities or requirements; To make, issue, publish, modify and enforce policies, procedures, Personnel Policy Manual as the City may from time to time deem appropriate; All other rights to manage the affected departments and the operations, functions, and purposes thereof which are not recited in nor expressly limited by this Agreement are reserved to the City; To grant at its sole discretion merit increases; To take any action deemed reasonable and necessary to effectively provide for the health, safety and welfare of the public and/or employees.

Section 2 The City Commission has sole authority to determine and redetermine the purpose and mission of the affected departments.

Section 3 If, at the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including, but not limited to: riots, civil disorders, hurricane/tornado conditions, epidemics or other similar catastrophes, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, excluding wage rates, overtime and other monetary benefits.

Section 4 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 for the technology required to perform work, as provided for in Section 447.209 of the Florida State Statutes.

Section 5 The City has the sole, exclusive right to direct the managerial, supervisory and administrative personnel, and any other person not covered by this Agreement, to perform any task in connection with the operation of the affected departments, whether or not normally performed by the employees within the bargaining unit.

Section 6 The selection of supervisory and managerial personnel and their assignments are the sole responsibility of the City Manager or designee and shall not be subject to the grievance and arbitration procedures provided in this Agreement.

Section 7 The Union recognizes that the City and the affected departments have certain obligations to comply with Federal, State and Local Laws, ordinances, directive and guidelines which may be applicable to such matters as Equal Employment Opportunity, and shall cooperate in such compliance.

Section 8 The City shall have the right, during the term of this Agreement, to terminate selected services/operations permanently or temporarily in whole or in part without liability to the Union or the employee thereof.

Section 9 Except as otherwise expressly provided in this Agreement, any written rule, regulation, policy or procedure affecting those employees of the bargaining unit in effect prior to, as well as those issued after the effective date of this Agreement, shall remain and be in full force and effect unless changes, modified or deleted by the City. Final authority to change, modify or delete any rule or regulation rests with the City unless the law permits the Union to bargain prior to the implementation of said change, modification, or deletion.

Section 10 It is expressly understood by and between the parties and 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 in a particular manner.

Section 11 Nothing contained in this Agreement shall limit the City in the exercise of its managerial functions. It is agreed that these enumerations of management prerogatives shall not be deemed to exclude other prerogatives of management not specifically enumerated.

Section 12 Nothing contained in this Agreement shall abrogate the rights, duties and responsibilities of the City Manager, as provided by Law, Ordinance, or City Charter.

Section 13 The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved individual from filing a grievance, but such grievances can only be filed on the grounds that the action complained of by him/her is in violation of the express terms of this Agreement.

Section 14 Nothing in this Article is intended to waive the Union's right to bargain over the impact of the exercise of management rights where the law otherwise allows.

ARTICLE 3 - ANTI-DISCRIMINATION

Section 1 The Union and the City agree not to discriminate against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, marital status, age, disability, military status, sexual orientation, genetic information or any other status protected by law.

Section 2 No employee covered under the terms of this Agreement shall be intimidated, coerced, restrained, reprimanded, penalized or discriminated against in any manner because they have exercised their rights and privileges provided for in the terms of this Agreement which include, but are not limited to, the processing of grievances.

Section 3 Equal Opportunity. It is the policy of the City to implement equal opportunity to all employees and applicants for employment without regard to those factors listed in Section 1 above, including but not limited to providing equal opportunity in:

- A. Hiring, placement, promotion, transfer or demotion.
- B. Recruiting, advertising, or solicitation for employment.
- C. Treatment during employment.
- D. Rates of pay or other forms of compensation.
- E. Selection for training.
- F. Layoff or termination.

Responsibility for ensuring compliance and continued implementation of the City's policy on Equal Employment Opportunity is assigned to the Human Resources Manager. The Union will cooperate with the City in the implementation of the principles and policy on Equal Employment Opportunity.

Section 4 All references to employees in this Agreement designate both sexes and wherever the male gender is used, it shall be construed to include male and female employees.

ARTICLE 4 - UNION SECURITY AND CHECK-OFF

Section 1 The City agrees to deduct from the Union membership, on a bi-weekly basis, dues from the pay of those employees who individually request in writing that such deduction be made. The amounts to be 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 AFSCME Florida Council 79 by the fifteenth (15th) of the (current succeeding) month, after such deductions are made and an itemized statement listing all union dues paying members with amount paid shall be sent to the Local 3432 President and shall be sent to the AFSCME Region 3 office. 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. A copy of the remittance will also be forwarded to the Local Secretary/Treasurer.

Section 2 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 Authorization for dues deduction may be canceled upon thirty (30) days written notice to the City and the Local Union President.

Section 4 The Union agrees to pay the City the sum of Three Hundred Dollars (\$300.00) annually each October to offset any bookkeeping costs incurred by the City associated with the collection and remission of Union dues under this Article.

Section 5 The City's sole obligation with respect to dues is the collection and transmittal of the funds. The Union, its officers, agents and members will hold the City, its officers and agents harmless for the cost and results of any action which may be brought by any of its members, group or group of member or agencies of the law, with respect to the use or disposition of said funds, after they have been transmitted to the union.

Section 6 The City will not collect fines, penalties, or special assessments levied or attempted to be levied upon its employees by the Union, its officers, agents or members.

Section 7 The City agrees to deduct from the union membership, on a bi-weekly basis, PEOPLE's contributions from those employees who individually request in writing that such deduction be made. Remittance of said contributions shall be made separately and follow the procedures of Section 1 herein.

ARTICLE 5 - UNION VISITATION AND UNION BUSINESS

Section 1 Council and International representatives of the Union shall be admitted to the property of the City during working hours upon due notification and authorization by the Human Resources Manager for the purpose of ascertaining whether or not this Agreement (contract) is being observed by the parties. A representative or officer of the Union shall be able to talk with the employees before or after regular working hours or during lunch periods on the City's property that is open to the public, i.e., non-work areas. The representative must receive prior approval from the Supervisor in charge of a work area to gain access to such area. Said request will not be unreasonably denied. The City shall provide a responsible escort provided this service is arranged for in advance with the Supervisor in charge of the building or area.

Section 2 Up to six (6) officers and/or shop stewards of AFSCME Local No. 3432 will be permitted to attend negotiation sessions without loss of pay by use of Union Pool Time.

Section 3 Business Pool Time

- A. Employees covered by the Agreement may donate a minimum of two (2) hours of their annual leave (vacation) but cannot donate sick leave time toward AFSCME business pool time account. Donations to the AFSCME business pool time account can be processed anytime during the term of this Agreement.
- B. Charges against the AFSCME business pool time, as provided in this Agreement, shall only be made when approved by the President or his designees.
- C. Charges against the AFSCME business pool time shall be scheduled with two (2) weeks advance notice, unless deemed an emergency that requires immediate attention; for which authorization from an immediate supervisor will be sought. Such authorization will not be unreasonably denied.
- D. Charges against the AFSCME business pool time, as provided in this Agreement, shall not be counted as time worked for purposes of calculating over-time or accruals.
- E. For the purpose of this Article, vacation time schedules have priority over requests for the use of the AFSCME business pool time.
- F. Union officials utilizing authorized pool time shall not be on duty and shall not be eligible for benefits in case of injury.
- G. Unused time in the AFSCME pool time account will not be carried into the next fiscal year.
- H. Pool time credited to the AFSCME business pool time account shall be utilized for AFSCME business on an hour-to-hour basis until the hours in this account have been exhausted.

ARTICLE 6 - UNION STEWARDS AND UNION REPRESENTATIVES

Section 1 The City recognizes and shall deal with the appropriate Chief Union Stewards, Union Stewards, Council and International Staff in all matters relating to this Agreement.

Section 2 The Union shall arrange through a procedure set up by the Union to elect or appoint Union Stewards in all departments or sections. All Stewards will be granted reasonable time off to investigate and settle grievances on the job site, which is within their jurisdiction. Stewards shall request and obtain permission from their Supervisor prior to conducting Union business.

Section 3 The President of the Local will be granted reasonable time off, without loss of pay by use of business pool time or personal vacation time if pool time is unavailable, not to exceed four (4) hours per week to handle Union business relative to the City's operations. It is understood that all Union business as defined above must be conducted within the City limits. Time off for Union business outside the City's limits must be granted by the City Manager or designee and the appropriate Department Head.

- A. All time for Union business whether by the President or Stewards will be scheduled through Executime with two (2) weeks advance notice.
- B. The City of North Port reserves the right under Art 2 of this agreement to approve or deny the requested time off for union business so long as the Union President is allowed up to two (2) hours per week in accordance with this Article.
- C. Should an emergency arise that requires the President's attention and prohibits a two (2) week prior notification through Executime, the president will seek authorization through his immediate supervisor. Such authorization will not be unreasonably denied.

Section 4 Any employee who requests to discuss a grievance matter with his or her Steward during working hours shall request and receive authorization up to twenty (20) minutes from his or her immediate Supervisor.

Section 5 The employees covered by this Agreement shall be entitled to have Stewards in the following designated work sites:

Worksite	Stewards
Neighborhood Development Services (Property Maintenance)	1 Steward
Road & Drainage	1 Steward
Solid Waste	1 Steward
Fleet	1 Steward
Utilities	1 Steward

The Chief Steward shall be selected from one of the above listed Stewards. The Union President shall be a Steward-at-large.

Section 6 A written list of the Union Officers (President, Vice-President, Treasurer and Secretary) and Stewards shall be furnished to the City Manager or designee prior to the effective date of their assuming duties of office. The Union shall notify the City Manager, or designee, promptly of any change of such Union Stewards or Officers. No Union Steward may perform any grievance work unless the provisions of this Article are complied with.

Section 7 The City agrees that during working hours, on the City's premises with prior approval of the immediate Supervisor or designated representative, the Union will be allowed to post Union notices on designated bulletin boards, (to be provided by the Union): Neighborhood Development Services (Property Maintenance), Road and Drainage, Solid Waste, Fleet Maintenance and Utilities. Transmit written communications authorized by the Local Union or its officers, to the City or its representative with the approval of the City Manager or designee.

ARTICLE 7 - SENIORITY, DEMOTIONS, LAYOFF AND RECALL

Section 1 Definitions:

- A. City Seniority: Is hereby defined as the employee's length of continuous service after initial date of employment by the City. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement.
- B. Classification Seniority: Classification Seniority is defined as the length of continuous service in a specific job classification within the bargaining unit.
- C. Seniority Rosters: In the event a layoff in classifications represented by this agreement, the City shall prepare and post on all union bulletin boards seniority rosters for the bargaining unit. Two (2) copies of the roster shall be furnished to the Union. The rosters will list each employee in the order of City seniority and reflect each employee's date of classification seniority. When two (2) or more employees have the same City or classification seniority date, their seniority position shall be determined by the date and time of original application for their respective job with the City.

Section 2 Demotions

- A. The term demotion, as used in this provision, means reassignment from a position in one job classification to a position in a lower paying job classification within the bargaining unit for which the employee is qualified.
- B. Demotions may be made to avoid laying off employees. In cases involving demotions to avoid a layoff, the employee involved shall have the right to elect which alternative he or she will take, either the demotion or the layoff. Demotions as the result of avoiding a layoff shall result in a 5% decrease in pay unless the employee is being paid above the maximum of the pay grade of the lower classification, whereby the employee's rate will be decreased to the maximum pay rate for the lower position.
- C. No demotion shall be for disciplinary reasons except that if any employee through his own fault fails to satisfactorily meet performance expectations or fails to continue to meet the job description qualifications of the position for which he was employed or to which he was promoted, then demotion for disciplinary reasons may be considered. Involuntary demotions resulting from disciplinary action under this Section will result in a five percent (5%) pay decrease. If the employee is being paid above

the maximum of the pay grade of the lower classification, the employee's rate will be decreased to the maximum pay rate for the lower position. Employees taking a disciplinary demotion will be placed on a forty-five (45) day probationary period and shall not be eligible for a salary increase upon completion of this period.

Section 3 Layoff and Bumping

- A. In the event of a layoff affecting the bargaining unit, the City shall give notice to a Union officer at least ten (10) workdays prior to the effective date of such action. The City will meet with the Union to discuss the effect of the layoff on the employee(s) involved.
- B. In the event of layoff or reduction in force, employees shall be laid off in the inverse order of city seniority within the classification. No regular employee within a job classification shall be laid off until all probationary, temporary, provisional, or emergency employees, or trainees in the same classification are laid off first.
- C. Employees requesting transfers to vacant position to avoid layoff shall be transferred to other job classifications within the bargaining unit for which they qualify. Employees who transfer to another position to avoid layoff shall have no change in annual review date and shall not serve a probationary period. The employee's rate of pay shall remain the same unless the employee is currently being paid above the maximum. In that event, the employee's rate of pay will be adjusted down accordingly.
- D. Regular employees who have been laid off shall have preference for any intermittent or declared seasonal vacancy in the class from which the employee was laid off if the employee so desires.
- E. An employee laid off from work for two (2) years or less shall retain seniority during layoff period.
- F. All regular employees about to be laid off shall have the right to bump (displace) employees in all classes in which the employee is qualified, subject to the general conditions set forth below. Employees who bump into another position shall have no change in annual review date and shall not serve a probationary period. The employee's rate of pay shall remain the same unless the employee is currently being paid above the maximum. In that event, the employee's rate of pay will be adjusted down accordingly.

The effected employee shall provide the City notification of intent to bump, in writing, within five (5) working days of receipt of letter of layoff. Bumping rights shall be exercised in the following order:

1. Bump the employee with the least City seniority in a lower or equal class, within the bargaining unit, for which they qualify
2. Any employee classification to avoid layoff shall retain re-employment rights to his former position classification under recall.

Section 4 Layoff Lists

- A. The names of laid off, bumped or transferred employees shall be placed on a re-employment list for a period of six (6) months.
- B. No employee shall be removed from the re-employment list because of refusal to report to work, except in the classification from which he was laid off.

Section 5 Recall

- A. Regular employees shall be recalled from layoff in the order in which their names appear on the re-employment list for the class and employment status from which they were laid off or bumped. An employee shall be notified of recall by certified mail (return receipt requested) sent to the employee's last known address at least fifteen (15) calendar days prior to the reporting date. The employee shall notify the City by certified mail (return receipt requested) within five (5) calendar days of receipt of notification of intent to return to work and shall report for work on the reporting date unless other arrangements are made.
- B. Vacancies not filled by recall shall be offered to employees on layoff from higher classifications before any new employee is hired.

Section 6 Individual Work Schedules: Work schedule changes initiated by the City, affecting an individual employee shall be in accordance with classification seniority.

Section 7 Other Seniority: Local Union Officers and Stewards of the Union shall be deemed to have seniority over other employees in the event of layoff, recall and transfer, during their tenure in office.

Section 8 Application of Seniority: The application of seniority other than as set forth elsewhere in this Agreement shall be subject to negotiations in supplemental agreements to this Agreement.

ARTICLE 8 - INTERDEPARTMENTAL TRANSFERS

The City shall have the right to temporarily transfer employees from one department to another department. Employees so utilized shall not be required to demonstrate competency in the position to which they are temporarily transferred and shall be compensated in accordance with the provisions of Article 25. Said transfers shall be rotated in a fair and equitable manner and shall not be used as a subterfuge to avoid the hiring of new employees.

ARTICLE 9 - FILLING POSITIONS

Section 1 Job Posting. Whenever a vacancy occurs within the bargaining unit and the City determines that such vacancy is to be filled, the City shall provide to the union a description for posting on all bargaining unit bulletin for a minimum period of five (5) working days or through such procedures as are otherwise agreed to between the Union and the City.

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 the appropriate appointing authority has requested the position filled.

Section 2 Job Bidding. Employees may bid on filling jobs, after completion of any probationary period, by submitting an updated employment application to the Human Resources Division prior to the expiration date of posting. All employees who apply and meet the minimum qualifications for the position will be interviewed. Employees, who may not meet qualifications, may be interviewed at the discretion of their department director for the purpose of career development. All employees who ask to be considered for a position will be provided notification indicating whether or not they were selected.

Section 3 Filling Positions Laterally

- A. The selection of employees to fill vacant positions shall first be made from among applicants within the bargaining unit and from the same pay grade in which the vacancy exists in order of classification seniority of those bidding who are eligible, provided the employees' qualifications to perform the job are relatively equal.
- B. In the event that there are no qualified bargaining unit applicants, the City may, at its prerogative, fill the job vacancy by hiring a new employee, provided that there are no qualified employees in higher position classifications on a re-employment list.
- C. A bargaining unit employee who has successfully bid on a job vacancy shall serve a probationary period of forty-five (45) calendar days in this position with no change in pay. If the employee is unsuccessful the City will make a good faith effort to return the employee to his/her former position and rate of pay or if filled to a vacant position for which the effected employee is qualified.

Section 4 Promotions

- A. Promotions: The most qualified employee will be promoted. If employee's qualifications are relatively equal to the other employee, as deemed by the City, then City seniority will prevail.

- B. Any employee who has unsuccessfully applied for promotion under this Section and who believes he or she was the most qualified may appeal his or her non-selection in accordance with the grievance procedure.
- C. Upon appointment to a higher classification, an employee shall be on probation for a period not to exceed forty-five (45) calendar days. The City may determine to return the employee to his previous position and previous rate of pay at any time during the forty-five (45) day period or if filled to a vacant position for which the employee is qualified.
- D. When an employee is promoted to a position with a higher maximum salary, the employee's new salary shall be at least the minimum for the new salary range or a 5% increase which ever is greater. This increase will be given in addition to any other form of compensation being awarded other employees.
- E. The employee's annual performance date will be adjusted to the effective date of the Promotion.

Section 5 Voluntary Demotion

- A. When an employee applies for and accepts a position that results in a Voluntary Demotion to a lower pay grade, the employee's salary will be decreased by a minimum of five percent (5%) or to the maximum of the lower pay grade.
- B. The employee's annual performance date will be adjusted to the effective date of the Voluntary Demotion.
- C. Upon appointment to a lower classification, an employee will be on probation for a period not to exceed forty-five (45) calendar days. There is no additional adjustment to salary at the end of the probationary period.

Section 6 Temporary Job Openings

- A. Temporary job openings are defined herein as job vacancies that may from time to time occur with reference to any job classification within the bargaining unit as a result of illness, vacations, or additional, unanticipated workload or projects.
- B. Should such job openings occur on an intermittent basis, they may be filled by the City with such temporary, full or part-time help as the need arises, at the City's discretion.
- C. In the event any such job opening should recur on a regular basis for a period of more than ninety (90) days during any fiscal year, said job

opening may be filled, by the City by assignment or reassignment of the employee being deemed best qualified to fill the position or perform the work, based upon City seniority.

- D. No employee shall intentionally be assigned to a temporary job opening more than twice in any fiscal year, unless the employee specifically requests the assignment, or unless there are no other available employees qualified to fulfill the duties and responsibilities of such job assignment. All requests for assignment, by the employee, shall be in writing and submitted to the employee's immediate Supervisor.
- E. The City shall make a good faith effort, wherever possible, to fill temporary job openings in a manner consistent with the provisions of this Agreement.
- F. Employees assigned to temporary job openings shall be entitled to be paid at the wage rate established for that job, or their regular wage rate, whichever is higher.

ARTICLE 10 - JOB ASSIGNMENT

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

Section 2 Bidding on Existing Job Assignment. When a job assignment vacancy exists and more than one employee with the position classification and shift requests such assignment, the most senior qualified employee, according to classification seniority, shall be given such assignment.

Section 3 Bidding on New Job Assignment. When a new job assignment is created and more than one employee within the position classification requests such assignment, the most senior qualified employee, according to classification seniority, shall be given such assignment.

ARTICLE 11 - CONTRACTING/SUBCONTRACTING OF CITY WORK

The Union agrees the City has the exclusive right to contract/subcontract out any City work it deems necessary subject to the bumping, layoff and recall procedures of this Agreement as it relates to impacted employees. In the event the City determines to contract out any work performed by the AFSCME bargaining unit the City agrees to permit an AFSCME representative to have input into the development of the RFP. Should a representative of AFSCME exercise the conditions of this article and provide input into the development of a RFP, AFSCME will be excluded from proposing on said RFP.

ARTICLE 12 - PERSONNEL RECORDS

- Section 1 Each employee shall have the right, upon request, to examine and receive up to 10 copied pages per fiscal year without charge of any material, including any and all evaluations contained in their personal personnel records. The City may charge for the actual cost to the extent permitted under the Public Records Act for any and all copies of personal personnel records in excess of 10 per fiscal year. The Union shall have access to an employee's records to the extent permitted under the Public Records Act.
- Section 2 Whenever any evaluations or disciplinary material is inserted into the personnel file or records of an employee, such employee shall be promptly notified and given a copy of such material.

ARTICLE 13 - EMPLOYMENT PERFORMANCE EVALUATIONS

- Section 1 Employee Evaluations. The City agrees to consult with the Union on the criteria to be used should it change employee performance evaluations. When the City reviews the performance criteria, the Union will have representation on the committee. The purpose of employee evaluations shall be to rate the work performance of the employees and to determine the value of an annual merit increase. The performance evaluation shall not be used as the only instrument for disciplinary actions as it may relate to job performance. The job specific competency section of the evaluation may be a topic of discussion at labor management meetings.
- Section 2 The evaluation will be used to determine whether an employee qualifies for a merit increase in pay. An employee must achieve a Proficient (perform all duties at a satisfactory level) rating to receive their pay increase. Those employees failing to achieve a Proficient rating will be put on a performance improvement plan for forty-five days. Being on a performance improvement plan for forty-five days does not insulate an employee from other discipline related to rule violations. If the employee fails to attain at least a Proficient rating as a result of the plan the employee will be subject to reassignment, demotion, or discipline. Employee evaluations, used to determine merit eligibility, shall be done by the immediate Supervisor. Ratings where the employee has failed to meet the Proficient rating, and results in no merit increase, are grievable up to Step 3 of the grievance procedure. Employee termination due to failing to meet a Proficient rating through the performance improvement plan is also subject to the grievance procedure.
- Section 3 The Union or the employee evaluated may file a grievance challenging the accuracy of personnel evaluation used to determine the value of a merit increase.

ARTICLE 14 - UNION BULLETIN BOARDS

Section 1 The Union bulletin boards shall be provided for the posting of the following items:

- A. Union meetings
- B. Union elections
- C. Reports of Union committees
- D. Union sponsored benefit programs
- E. Current Union Contract
- F. Training/educational opportunities
- G. Convention notices
- H. Minutes of Labor/Management meetings
- I. Recreational/social affairs of the Union

Section 2 Alleged abuse of the bulletin boards will be a matter for a special meeting or conference between the proper official of the Local Union and the City Manager or his designee.

ARTICLE 15 - LABOR MANAGEMENT COMMITTEE

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

- A. AFSCME President or his designee, a representative of the bargaining unit and a representative of Council 79.
- B. The City Manager and/or his designee to number no more than two (2) persons.

Section 2 Meetings of the Committee shall be held not more than twelve (12) 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. The Union Representatives shall be allowed to attend meetings without loss of compensation.

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

ARTICLE 16 - HARASSMENT

Section 1. The Union shall have the right to meet and consult on issues of harassment with appropriate managers up to Step IV of the grievance procedure. The City agrees to take appropriate action if it finds an employee has engaged in harassment, sexual or otherwise. Sexual harassment shall be defined as: unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Section 2. For additional clarification regarding non-discrimination, harassment and sexual harassment refer to the City's Personnel Policy Manual Titled Discrimination and Harassment Free Workplace Policy.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

Section 1 Discipline. Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee maybe processed as a grievance through the regular grievance procedure. If the City has reason to reprimand an employee, it shall be done in a private manner that will not embarrass the employee before other employees or the public. An employee will not be questioned during an investigation that may lead to disciplinary action against the employee unless the employee has been given an opportunity to have a Union Representative present at such questioning. Initial minor infractions, irregularities, or deficiencies shall first be privately brought to the attention of the employee and, if corrected shall not be entered into the employee's personnel record. Any evidence presented at a disciplinary hearing shall be in accordance with the accepted rules of evidence. Each employee shall be furnished with a copy of all performance evaluation or disciplinary entries in his personnel record and shall be permitted to respond thereto. The contents of an employee's personnel records shall be disclosed to the employee upon his request. They shall also be disclosed to the employee's Union Representative to the extent available under the Public Records Act. It is the policy of the City that disciplinary action will be initiated in a timely manner. Once the City has actual knowledge of the event giving rise to the disciplinary action, the City will initiate disciplinary action within 30 days of the actual knowledge of the event giving rise to the disciplinary action.

In the event a grievance is initiated under Article 18 the Employer shall provide a copy of any items from the employee's personnel file upon request of the employee. Disciplinary action or measures shall include only the following:

- A. Counseling – The employee is counseled by his/her supervisor regarding the inappropriate conduct and advised of the need for corrective action. A brief written record of the conversation should be prepared and signed by both the supervisor and employee and placed in the employee's personnel file. Counseling shall not be greivable as outlined in Article 18.
- B. Written Reprimand – This is a written record of a Disciplinary Action, which may or may not follow previous Counseling efforts. This shall include the purpose of the reprimand, the expected action(s) to be taken, and a copy will be placed in the employee's personnel file. The record shall include a place for employee comment and should be signed by both the supervisor and employee. If employee refuses to sign the reprimand, supervisor will note such.
- D. Suspension Without Pay – This is an ordered absence from duty without pay for a prescribed period of time and may be used when evidence of violation of policy, rules, regulations, laws, and/or safety standards or inappropriate

behavior or conduct is conclusive and substantiated. This Disciplinary Action, which may or may not follow previous Counseling or Written Reprimands, will be documented and a copy will be placed in the employee's personnel file.

- E. Involuntary Demotion – The movement of the employee from his/her present position to one with a lower salary due to misconduct and/or unsatisfactory performance. An employee involuntarily demoted will have his/her rate of pay reduced by 5% or to the maximum of the pay range for the lower classification, whichever is greater. Employees demoted will be put on Probationary status for forty-five (45) days and shall not be eligible for a salary increase at the completion of this period. Their annual review date will be adjusted to the effective date of the Involuntary Demotion.
- F. Dismissal - The City shall follow a policy of corrective and progressive discipline by which lesser severe forms of discipline are imposed prior to the imposition of more severe sanctions for the same or similar conduct of the employee. The City may impose more severe discipline as an initial measure.

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

Section 2 Informal Hearing to be Given Prior to Suspension or Dismissal. Prior to effecting any suspension or dismissal of any employee as provided in these rules, the employee is to be given a pre-hearing by the Department Head or his designee in which the employee shall be allowed to respond to the charges made against him. Should the employee elect to have a union representation, the Union's representative shall be allowed to participate in the Informal Hearing.

Procedure: The pre-hearing is to be informal and conducted by the Department Head or designee without extensive witnesses, court reporters, or lawyers. Notes on the hearing are to be made and witnessed whenever possible. These notes will be submitted to the Human Resources Division and will become part of the employee's file. Prior to the pre-hearing the employee shall be given a statement of the specifications of charges. The employee shall be given at least three (3)

working days 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 Head or designee shall conduct the pre-hearing and shall give due consideration to the contents of the employee's rebuttal before initiating the required personnel action papers. The Department shall inform the employee of his right of appeal or grievance.

The pre-hearing procedure and the right to grieve to arbitration only apply to regular employees. There shall be no pre-hearing procedure required for the suspension, or discharge of a probationary employee.

Section 3 Discharge/Suspension of Regular Employees. The Employer shall not discharge or suspend a regular employee without just cause.

Section 4 Right to Grieve. The Union or the employee shall have the right to take up a suspension, or discharge of a regular, non-probationary employee as a grievance at the third step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary.

Section 5 Reprimands.

- A. Written reprimands for three (3) or more offenses of any nature within one (1) year, may be used to support more severe discipline.
- B. Counseling and written reprimands will not be considered for purposes of progressive discipline if more than twelve months have passed since the employee last received counseling or written reprimand.
- C. Suspensions will not be considered for purposes of progressive discipline if more than thirty-six (36) have passed since the employee last received any form of discipline.

ARTICLE 18 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1 A grievance is defined as a dispute involving the interpretation or application of the specific provisions of this Agreement. All grievances must be reduced to writing.

Step 1. The Union Steward, with or without the employee, shall take up the grievance or dispute, in writing with the employee's immediate Supervisor within ten (10) working days of the date of the incident or the employee's knowledge of its occurrence. The immediate Supervisor shall attempt to adjust the matter and shall respond in writing to the Steward within ten (10) working days after meeting with the aggrieved employee.

Immediate Supervisor is defined as the individual responsible for work assignments, evaluations, discipline, etc. of aggrieved employee.

The grievant must submit the grievance on the official grievant form, as provided by the Union, to include each article and section of the contract that has been violated and the grievant's statement of resolution.

If the Union decides not to represent the grievant at any step, the grievant will still follow the grievance procedure as outlined in the Union Agreement.

Step 2. If the employee is not satisfied with the written decision of the immediate Supervisor in Step 1, within ten (10) working days; thereafter, the grievance shall submit the grievance in writing to the appropriate Department Head or his designee. The Department Head or designee shall meet with the aggrieved employee, and reply in writing within ten (10) working days, after meeting with the aggrieved employee.

Step 3. If the grievance is still unsettled, the Union may within ten (10) working days after the reply of the Department Head is due, submit the grievance to the City Manager.

The City Manager or his designated representative shall meet with the employee and/or the designated Union representative to discuss a solution of the grievance and shall communicate a decision in writing to the employee and the employee's representative ten (10) working days following the meeting with the aggrieved employee at Step 3.

Step 4. If the grievance is still unsettled either party may within ten (10) working days after the reply of the City Manager is due, by written notice to the other, request arbitration. Failure to communicate the decision within the specified time limit shall permit the employee, or the Union, to proceed to the next step.

The arbitration proceeding shall be conducted by an arbitrator to be selected by the City and the Union within seven (7) working days after notice has been given. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of seven (7) arbitrators. This action shall be taken within fifteen (15) working days by the party requesting arbitration or the grievance shall be considered settled at the last step. Both the City and the Union shall have the right to strike three (3) 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 to the extent provided by law, and the arbitrator shall be requested to issue his decision within thirty (30) days after the conclusion of the testimony and argument. The cost and expense incurred by the impartial arbitrator shall be shared equally by the parties involved in the arbitration procedure. The cost for secretarial 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.

Section 2. Rules for Processing Grievances:

- A. In the event a grievance arises, the employee must submit the grievance, in writing to his/her immediate Supervisor within ten (10) working days after he has knowledge of the grievance. However, if the incident occurred while the employee was on an excused absence and he had no knowledge of it until his/her return to work, the ten (10) working day period shall begin on his/her first scheduled work day following the return from the absence.
- 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 entitle the employee to advance his or her grievance to the next step.
- C. 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)

- D. No matter shall be entertained as a grievance hereunder unless it is raised as such within ten (10) working days after the occurrence of the event or after the employee becomes aware of the event giving rise to the grievance.
- E. An exception to above shall be made in the instance of an employee's suspension or dismissal which shall be entered as a written grievance in Step 3 of the grievance procedure within ten (10) working days of the employee receiving written notification of his/her suspension or dismissal.
- F. All time limits set forth in this Article may be extended by mutual consent, in writing but if not so extended the time limits will be strictly observed.
- G. Policy grievances filed on behalf of the Union, in accordance with Article 18 will be signed by the designated Steward or appropriate Officer and shall follow the procedure as set forth in Article 18 entitled Grievance Procedure and Arbitration except where the problem occurs at a specific level of supervision, in which case the grievance will be submitted at the appropriate Step.
- H. Nothing in this Article shall be construed to prevent any employee from presenting his own grievance. It is understood either an individual or the Union may represent a grievance but not both.
- I. Any time spent by the grievant, stewards, or witnesses during a grievance hearing in attendance with management up through and including Step 3 will be permitted at no loss of pay during working hours. Each party shall bear their own costs and expenses and that of their witnesses in the event of arbitration.
- J. Once arbitration has been requested, both parties shall have the authority to conduct discovery in the same fashion as is permitted under the Florida Rules of Civil Procedure. The Arbitrator shall have the authority to facilitate such discovery as well as the conduct of the hearing through the issuance of subpoenas for depositions, appearance of witnesses, or the production of documents. Such subpoenas shall be enforceable through the processes set forth under Florida law.

The Union bargains for all positions covered by the certification but the Union does not have to represent a non-dues-paying member. A Union member must pay dues for a minimum of sixty (60) days prior to request for representation. The Union reserves the right to pursue issues pertaining to the safety, health and welfare of all classifications, whether the bargaining unit employee is a dues paying member or not. The Union also reserves the right not to represent a bargaining unit employee that is suspended or terminated if the employee is not a dues paying member. All public employees shall have the right to a fair and equitable grievance procedure administered without regard to membership or non-membership in any organization, except that certified employee organizations shall not be required to process grievances for employees who are not members of the organization. (Florida Statutes, Title XXXI, Labor, Chapter 447, Labor Organizations, 447.401 – Grievance Procedures.)

ARTICLE 19 - INJURY ON THE JOB

Section 1. Definition of Injury or Accident "Injury" shall mean violence to the physical structure of the body and such disease or infection as naturally results there from. For the purpose of this provision, injury shall also include diseases under the Worker's Compensation Laws 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.

Section 2. Reporting of Injuries. When an employee has been injured in the course of employment, regardless of the extent, 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.

Section 3. When requested, injured employees returned to work may be assigned to light duty (if available) as described by the authorized attending physician when the employee's physical condition requires such assignment. Light duty assignments may be made without reference to the employee's regular job classification or Department. However, said assignment should be at the employee's normal rate of pay and not to exceed 30 working days. At the City's discretion and provided light duty work is available, the City may extend an employee's assignment of light duty when the employee's restrictions are such that the employee is not yet able to return to their prior classification.

ARTICLE 20 - JOB SAFETY

Section 1 The City shall at all times provide adequate, clean, safe and sanitary working conditions for its employees where possible.

Section 2 The City has established a risk management program. A Safety Committee has been established to assist with the coordination of this program. The Union President, or designee, shall act as the representative of the bargaining unit to serve on this committee. The Union President may appoint one additional designee as needed and determined by the Union, upon providing one week's written notice to the Safety Committee's chairperson of the designee's attendance and purpose for attendance. The Union Representative(s) shall be permitted to attend the meetings at no loss of pay.

Section 3 Employee Safety & Vehicle Safety

- A. All vehicles shall be kept in excellent operating condition at all times. Upon the report of an unsafe condition to the Supervisor, immediate steps should be taken to correct the problem. All unsafe equipment or job conditions shall be brought to the attention of the immediate Supervisor. Should the unsafe condition not be corrected within a reasonable time (24 hours) the equipment or job practice shall be brought to the attention of the Shop 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 the circumstance involving the unsafe conditions. If condition is unsafe based upon the steward's evaluations, then the steward will notify the Supervisor. Should the Supervisor disagree with the steward then the steward and the Supervisor will confer with a Committee composed of two union members, as selected by the Union President and the Risk Management Coordinator. If an emergency exists, this committee will meet immediately but unless mutually agreed in writing in no case will the meeting take place more than 24 hours after notification. 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 only to decide 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, recognition of workplace hazards and any other matter deemed appropriate by the respective Department. The City plans for such training and the number of employees to be trained. Training shall be at the City's expense. The City shall provide protective equipment for employees doing hazardous work.

- C. All employees who are injured or who are involved in an accident during the course of their employment shall file an accident report, on forms furnished by the City, no matter how slight the incident. A copy of the accident report shall be furnished to the Safety Committee. All such injuries shall be reported to the employee's immediate Supervisor and Risk Management and any necessary medical attention shall be arranged. Risk Management will provide assistance to employees in filling out all necessary Injury-on-the-Job forms.

- D. Employees who maintain a Class A, B, or C-Commercial Drivers License shall be required to have a bi-annual physical pursuant to Part 391, Subpart E of the Federal Motor Carrier Safety Regulations or any successor thereto and shall obtain the required Medical Examiner's Certificate signed by the attending physician.

The cost of the physical shall be paid as provided by the City's insurance. Any additional approved charges will be paid by the City, through the respective department, also to the extent covered by the City's insurance. Should the annual physical indicate a medical condition for which treatment is necessary, after insurance submission, all costs incurred will be the responsibility of the employee.

It is understood that should a medical condition exist which disqualified an employee from driving a commercial motor vehicle (pursuant to Part 391.4 or any successor thereto), the City will attempt to reassign the employee to an equal or lesser position but does not guarantee continued employment.

- E. Any other medical examination required by the City shall be at no cost to the employee and the City shall receive a copy of the medical report. Employees who are exposed to toxic materials shall be given an annual comprehensive medical examination, but where it has been the practice of an employer to give a medical examination or test more often than once a

year, such practice shall continue. A copy of the results of all medical examinations or test shall be supplied to the employee without cost.

The sole and specific intent of all physical examinations are to determine if the Employee's health is being adversely affected by their job and/or working environment and shall not be utilized as a subterfuge towards intended disciplinary actions. Any form of drug testing without the employees' knowledge or consent is expressly prohibited. However, drug, alcohol and/or controlled substance testing shall be done in compliance with Federal and Florida law.

- F. Employees shall be responsible for the cost of any Driver Improvement Class that may be required for continued employment as the result of their involvement in a vehicle/equipment accident.

The provisions of this Section shall not apply to any pre-employment medical examinations required by the City as a prerequisite to acceptance for employment by the City.

Section 4 Building Safety. Upon the occurrence of any condition threatening a building or the area around it, immediate action shall be taken by the City to safeguard personnel, documents, and funds. No employee shall be required to participate in any search for an explosive or incendiary device against his or her wish, nor suffer any loss of pay because of any building evacuation in an emergency.

Section 5 Job-Related Injury Leave. Employees who are disabled in the line of duty shall receive pay for the period of the disability subject to the following conditions:

- A. The disability resulted from an injury or an illness sustained directly in the performance of the employee's work, as provided in the State Worker's Compensation Act.
- B. The employee shall be carried in full pay status for a period not to exceed seven (7) calendar days immediately following the day of the injury, up to a maximum of 40 hours, without being required to use accrued leave credits. Thereafter, accrued leave benefits may be used in combination with worker's compensation benefits to equal the normal salary received by the employee prior to his injury.

- C. If incapacitated for his regular position, the employee may be given other duties, which he is capable of performing, as outlined by the attending physician, for the period of recuperation. Unwillingness to accept such an assignment as directed by the City Manager/Department Head will make the employee ineligible for disability leave, as outlined in Section 440 of the Florida Statutes.
- D. A physician selected by the City may be used to determine the physical ability of the employee to continue on disability leave or to return to work.
- E. During the period of disability, the City Manager/Department Head may request a physician's review of the case.

ARTICLE 21 – Safety Shoes/Uniforms

Section 1

In the first year of the contract, the City shall provide an annual allowance in an amount not to exceed \$90.00, less federal withholding, for the purchase of safety shoes/boots; the type to be determined by the employee's respective department. This amount shall be paid as part of the first payroll period in December to each bargaining unit member. In year two and three of the Agreement, the City will pay an annual allowance in an amount not to exceed \$180.00, less federal withholding, for the purchase of safety shoes/boots/cleaning supplies for uniforms or clothing in two separate equal installments in December and June.

Bargaining unit members required to wear safety shoes/boots shall wear the appropriate shoes/boots as designated by their department during all work hours. Failure to wear the appropriate safety shoe/boot shall be subject to disciplinary action.

Section 2

The City will regularly monitor the uniform needs of those included in the bargaining unit and create a new/replacement uniform policy by department. For those required to wear a specific uniform the City will provide such a uniform. Specialized safety equipment when required by the City will be supplied by the City. The uniform policy may be a topic of discussion at labor management meetings.

ARTICLE 22 - TOOL ALLOWANCE

With prior approval from his Supervisor, mechanics may be reimbursed for purchases of personal tools which are damaged beyond use in the performance of the mechanics duties on the job and during working hours, evidenced by a receipt and the damaged tool, to a maximum of six hundred fifty (\$650.00) dollars for each fiscal year during the term of this agreement. In order to be reimbursed for expenditures incurred in any given fiscal year, the request for reimbursement, the damaged tool and receipt must be submitted by September 15 of the fiscal year in which the expense was incurred.

ARTICLE 23 - COMMERCIAL DRIVER'S LICENSE

All employees shall be entitled to a reimbursement upon every renewal for the difference between a regular Class E Driver License renewal and a job required CDL renewal. The City also agrees to pay for all work-related endorsements.

ARTICLE 24 - DRUG FREE WORKPLACE PROGRAM

The City agrees to consult with the Union prior to implementing any changes to the City's Drug Free Workplace Program.

ARTICLE 25 - OUT OF TITLE WORK

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 his/her regular duties, he/she shall be compensated at his/her regular rate of pay as if performing his/her duties.

Section 2. Rate of Pay For Work in Higher Classification. Any employee who is temporarily assigned by the City to a position in a higher pay grade for a period greater than fifteen (15) accumulative work days within the term of this Agreement and calculated in full work days shall be paid at the minimum rate of the higher classification or five percent (5%) greater than the employee's regular rate of compensation, whichever is greater, for any day worked in the temporary position after the fifteenth (15th) day. It shall not be the intent of the City to normally have employees performing work as described herein.

Section 3. Overtime Compensation

- A. An employee who performs overtime work in a higher classification shall have overtime compensation computed at the salary rate prescribed in Section 2.
- B. An employee who performs overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation.

ARTICLE 26 - HOURS OF WORK AND OVERTIME

Section 1 Work Week. The regular workweek for employees designated in P.E.R.C. Certification #743 shall be established by the City based on operating needs and efficiency. Each workday shall include an unpaid one-half (1/2) hour lunch period.

Section 2 Work Day. A workday is defined as a regular recurring period of work with a fixed starting and ending time, exclusive of overtime.

Section 3 Work Schedule. Work schedules or any changes thereto showing the shifts, days, and hours of all bargaining unit employees shall be prepared and posted at least fourteen (14) calendar days in advance of their effective dates.

Section 4 Change in Work Schedule. If a change in a pre-established work schedule necessitates an employee to work more than five (5) consecutive work days he shall be compensated at one and one half (1-1/2) times his regular rate for the sixth (6th) consecutive day and two (2) times his regular rate for the seventh (7th) consecutive day. Said premium benefits shall not preclude employees from any other benefits outlined in this Agreement.

Section 4 a Shift Differential. A shift differential will be paid for actual hours worked on an established 2nd shift of 3% or 3rd shift of 5%. If the majority (more than 50%) of scheduled hours actually worked by an employee in a workday occur between the hours of 4:00 p.m. and 12:00 p.m. midnight, the employee shall receive, in addition to the applicable regular rate of pay for that workday, a shift differential of 3% per hour for all and only hours actually worked in that workday. If the majority (more than 50%) of scheduled hours actually worked by an employee in a workday occurs between the hours of 12:00 p.m. midnight and 8:00 a.m., the employee shall receive, in addition to the applicable regular rate of pay that workday, a shift differential of 5% per hour for all and only hours actually worked on that workday.

Differential pay shall not be used to calculate any pay other than for actual time worked during the hours outlined above.

Section 5 Overtime Payment

A. Employees who are requested to work in excess of the work days established by the City after due notice under Section 3 above shall be compensated at the rate of one and one half (1-1/2) times their regular hourly rate of pay for hours in excess of 40 "time worked" hours.

- B. Employees requested to work on their scheduled days off shall be compensated at one and one-half times their regular hourly rate of pay for hours in excess of 40 "time worked" hours.
- C. Employees scheduled to work on a holiday shall receive one and one half (1-1/2) times their regular hourly rate of pay in addition to the holiday pay unless otherwise outlined in this Agreement.

Section 5 a Time Worked

Vacation, Holidays, and Compensatory Time shall count as hours worked for purposes of computing overtime. However, all the above paid leave shall not count as hours worked for the purpose of computing overtime when the entire regularly scheduled workweek is charged as either vacation, holiday, compensatory or any combination of paid leave. All hours of Vacation, Holiday and/or Compensatory Time shall count as hours worked when an employee is required to work overtime.

There shall be no duplicating or pyramiding in the computation of overtime and nothing in this article shall be construed to require the payment of overtime more than once for the same hours worked.

Section 6. Scheduling of Overtime

- A. Overtime work shall be offered to employees on the basis of classification seniority and shall be offered to employees who normally perform such work. Each employee shall be selected, in turn, according to his/her place on the classification seniority list as defined in Article VII by rotation.
- B. An employee requesting to be skipped when it becomes his/her turn to work overtime shall not be rescheduled for overtime work until his/her name is reached again in orderly sequence and an appropriate notation shall be made in the overtime roster.
- C. In the event no employee wishes to perform the required overtime work, the City shall assign the necessary employees required to perform the work in question.
- D. The Union recognizes that work in progress shall be completed by the employee performing the work at the time the determination was made that overtime was necessary.
- E. Each Supervisor shall maintain an overtime roster.
- F. If an employee is skipped or denied an opportunity to work overtime in violation of this Agreement, he/she shall be rescheduled for overtime work

the next time overtime work is required, in accordance with paragraph A above.

Section 7 Call Back Pay. An employee called for work when not regularly scheduled shall be paid a minimum of two (2) hours or the amount of time worked at time and one-half whichever is greater.

Section 7a On-Call Pay. Any bargaining unit employee placed on-call as assigned by the respective Department Director or his designee, in writing, during a normal work week shall receive an on-call differential pay of one hour pay per day at their regular hourly rate. For the purpose of this section, on-call is defined as a status after an employee has completed his regularly scheduled work shift, or on a regularly scheduled day off, vacation day, or compensatory day, during which the employee is required by his supervisor to 1) remain at a certain location or within radio/telephone contact; 2) refrain from any off-duty activities that would prohibit him from immediately responding to a call; and 3) the employee's failure to comply with these requirements or respond in a timely fashion may lead to discipline. Employee's receiving On-Call Pay will not be eligible to receive Call Back Pay, but will be compensated for actual hours worked in the event service needs arise during the On-Call period. Compensation for required travel shall be thirty minutes of straight time pay. This does not apply to employees with an assigned take home City vehicle.

For purposes of calculating overtime, On-Call Pay will not be counted as timed worked.

Section 8 Breaks. All employees shall be provided two (2) fifteen (15) minute, non-waivable paid rest periods per work day, one (1) in the morning and one (1) in the afternoon, which shall not be used to extend lunch.

Section 9 Time Worked. Paid rest periods shall be considered the same as time worked for the purpose of determining when overtime starts.

Section 10 Compensatory Time. A bargaining unit employee may choose compensatory time, at time and one-half instead of overtime. Request for compensatory time use must be approved by the immediate Supervisor and the Department Head. Compensatory time must be taken within thirty (30) days in which it is earned; or accrued but unused Compensatory time will be paid out quarterly.

Section 11 Pay During Declared Emergencies. During declared emergencies, as determined by the City, bargaining unit employees called into work shall be compensated at the rate of one and one-half times the employee's regular rate of pay if nonessential personnel are not required to work and get paid.

ARTICLE 27 - HOLIDAYS

Section 1. Days Observed

A. The following and any other days which the City may declare are holidays. One day/shift off with pay shall be granted to all eligible employees scheduled to work on such days.

1. New Year's Day January 1st
2. Martin Luther King Day Third Monday in January
3. President's Day Third Monday in February
4. Memorial Day Last Monday in May
5. Independence Day July 4th
6. Labor Day First Monday in September
7. Columbus Day Second Monday in October
8. Veteran's Day November 11th
9. Thanksgiving Day Fourth Thursday in November
10. Friday after Thanksgiving Day after Thanksgiving
11. Christmas Eve December 24th
12. Christmas Day December 25th

B. Easter Sunday will be considered a paid holiday for those employees who physically work the holiday.

C. When a holiday falls on a Saturday, the preceding Friday shall be observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be observed as the official holiday. The designated day the holiday is observed may be changed at the discretion of the City Manager.

D. Employees in Departments working on a shift basis will receive credit for the holiday on the actual date of the nationally observed holiday.

E. The City will determine when any Department or operation will be closed in observance of a holiday.

F. For compensation purposes, holidays shall be counted as time worked.

Section 2 Eligibility for Holiday Pay.

- A. All full-time employees will receive one (1) day off with pay for each of the holidays earned after they have completed thirty (30) calendar days.
- B. All part time employees working less than forty (40) hours will receive holiday pay based on the average number of regular hours worked per week.
- C. An employee must be on "time worked status" on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday in order to qualify for the holiday time.

Section 3 Holiday on Work Day

- A. Employees who work on a holiday shall receive one and one half (1-1/2) times their regular hourly rate of pay in addition to the holiday pay.
- B. Employees on shift basis will be paid at a rate of one and one half (1-1/2) of regular rates for the actual holiday hours worked in addition to regular pay for the shift.
- C. An employee who is scheduled to work on the day observed as a holiday and calls in sick will be credited with sick hours for that day.
- D. For purposes of determining overtime payments, holiday hours shall be counted as time worked.

Section 4 Holiday on Leave Day

- A. Holidays which occur during Annual Leave shall be charged to Holiday Leave and not to Annual Leave.
- B. When a holiday falls within a period of leave of absence without pay, the employee shall not be paid for the holiday.
- C. If a holiday falls on the employee's normal day off, the employee will receive pay for the holiday.

ARTICLE 28 - ANNUAL/BEREAVEMENT LEAVE

Section 1 Eligibility and Rate of Earning.

- A. Each regular full-time employee will earn Annual Leave (vacation) with pay, to be accrued bi-weekly, on the following basis:

YEARS OF CONTINUOUS SERVICE	MONTHLY ACCRUAL	ANNUAL LEAVE EARNED
< one to four years	6.67 hours	10 days
Five to nine years	10 hours	15 days
Ten to fourteen years	13.33 hours	20 days
Fifteen to nineteen years	16.67 hours	25 days
Twentieth year and up	20 hours	30 days

- B. Each part time employee working less than forty (40) hours per week will accrue annual leave based on the average number of regular hours worked per year.

- C. For compensation purposed, annual leave shall be counted as time worked.

Section 2 Employees shall be permitted to take vacation time in workday increments.

Section 3 Request for Leave. Earned Annual Leave may be accumulated from one year to another up to a maximum amount equivalent to two (2) years of accrual.

Section 4 Charging Leave. Holidays which occur during vacation shall be charged against holiday leave and not vacation leave.

- A. Each employee with sufficient accrued time shall be allowed to take vacation during the calendar year. Each Supervisor may develop and post a vacation schedule as early as possible in the leave year. If the 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 seniority. After vacations are posted, no changes shall be made unless mutually agreeable or an emergency arises.

- B. Should an employee become ill or disabled while on vacation, vacation leave shall be charged to sick leave, effective the date of the illness or disability upon written notice to the employee's Supervisor. The employee must notify his Supervisor upon the onset of the illness or disability. The illness or disability shall be documented by the employee's physician and such documentation shall be provided to the City.
- C. Any employee separated from his job shall be compensated at his/her current rate of pay for all vacation leave to his credit at the time of separation up to a maximum of one year's accrual. All accumulated vacation credits up to a maximum of one year's accrual shall be paid to the estate of an employee in the event of his death.
- D. 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 callback.
- E. If a regular payday falls during an employee's vacation period, he or she may request their check in advance for that vacation period. Such request will be granted. Requests for advance paychecks shall be made when employee schedules vacation.

Section 5 Leave Balances and Usage. Employee's paychecks shall reflect the amount of leave accrued and any leave used during the pay period.

Section 6 Unused Annual Leave. Upon termination, eligible employees shall be paid for all unused annual leave earned but not used to a maximum of one (1) year's worth of accrual.

Section 7 Bereavement Leave. All full time regular employees may be granted up to five (5) working days bereavement leave upon approval of the Department Head in the event of death in the immediate family. No employee shall be eligible to be paid for bereavement leave more than two (2) times in any calendar year. Additional leave from an employee's annual leave, sick leave or comp time accounts or authorized leave without pay may be approved at the discretion of the Department Director.

- A. The employee shall be required to provide the Department Head with proof of death in the immediate family before compensation is approved.

- B. If the employee wishes to attend the funeral of someone outside his/her immediate family, annual leave or leave without pay may be granted at the discretion of the Department Head.
- C. "Immediate Family" shall be defined as current legal spouse, children, parent, grandmother, grandfather, grandchildren, brother, sister, current father-in-law, current mother-in-law, current grandparents-in-law current brother in law, current sister in law, aunt and uncle, niece and nephew, and legal guardian current stepparent or current stepchild.
- D. Bereavement leave will be paid only with respect to scheduled work days and will not apply to scheduled days off, holidays, sick leave, annual leave, or any other day on which the employee would not have worked.
- E. The day of the funeral must be within the bereavement leave period and any additional paid days must fall either immediately before and/or immediately after the funeral.

Section 8 Personal Leave-All full time regular employees will be granted an additional personal leave day (which will be deducted from sick leave) making a total of three days pursuant to the City rules concerning Personal Leave.

ARTICLE 29 - SICK LEAVE

Section 1. Eligibility and Rate of Earning

- A. Each regular full-time employee working forty (40) hours per week will accrue sick leave on the basis of (8) hours per month (96 hours per year) to be credited bi-weekly.
- B. Each part time employee working less than forty (40) hours per week will accrue sick leave based on the average number of regular hours worked per fiscal year to be credited at the end of each month.
- C. Sick leave may be taken after thirty (30) days of employment.
- D. Sick leave shall not be granted in advance of accrual.

Section 2. Charging Leave

- A. Sick leave will be charged based on the number of hours used for sick leave.
- B. Sick leave will be charged in not less than one quarter (1/4) hour minimum increments.
- C. Should holidays occur during sick leave, the holidays shall be charged to holiday leave and not to sick leave.
- D. For purposes of determining overtime payments, sick leave shall not be considered as time worked.
- E. An employee who becomes ill while on approved leave, other than sick leave, shall be allowed to use accrued sick leave credits to cover the period of illness. A physician's certificate is required to verify illness.

Section 3. Notification

- A. To receive pay while absent on medical leave the employee shall notify his/her immediate Supervisor in accordance with Department regulations. The employee's immediate Supervisor shall be notified prior to start time. This provision may be waived by the Department Head if the employee submits evidence that it was impossible to give such notification.
- B. Any employee may be required to furnish his or her immediate Supervisor with a written doctor's explanation of the employee's illness or disability if absences exceed three (3) days in the aggregate per month, or if the Supervisor otherwise has just cause to request such explanation.

- C. The Department Head may investigate sick leave requests if abuse is suspected, disallow payment, and execute disciplinary action including discharge.

Section 4. Use. Sick leave may be granted for the following purposes:

- A. Personal injury, pregnancy or illness.
- B. Medical, dental, optical or chiropractic examination or treatment.
- C. Exposure to contagious disease, which would endanger others as determined by a physician.
- D. Illness or injury of a member of an employee's immediate family up to a maximum of five (5) days (40 hours) during any calendar year when employee's presence with the family member is necessary.

Section 5. Accrual. Employees may accrue Sick leave up to a maximum of 1,040 hours.

Section 6. Sick Leave Payment

- A. Upon resignation, excluding employees who are involuntarily discharged or fail to provide proper notice, employees shall be paid for 25% of accrued but unused Sick Leave, up to a maximum of 260 hours.
- B. If the City adopts a new citywide sick leave buy back program, members of the bargaining unit will be eligible to participate.

Section 7. Sick Leave Donations

Employees may request a Sick Leave Donation when they have exhausted all accrued Sick Leave, Annual Leave, and Compensatory Time due to a catastrophic illness, injury, event or condition of the employee or immediate family member. Catastrophic will be interpreted to include an illness, injury, event or condition that is monumental, unusual, unexpected or immediate in nature, and which is expected to preclude the employee from returning to work for an extended period of time. Requests for Sick Leave Donation must be submitted by the employee in writing to Human Resources for verification and approval. An announcement will be transmitted from Human Resources to all employees identifying only the employee's name and the number of hours requested.

Employees may donate Sick Leave by completing a Sick Leave Donation Pledge form, subject to the following conditions:

- The donating employee has Sick Leave accrual in excess of 160 hours;
- The donation is based on an hour-for-hour basis and may not exceed the amount needed to cover the actual absence, up to a maximum donation of 40 hours;
- The transfer must be gratuitous with no compensation to the employee donating time;
- The hours donated are irrevocable and cannot be reinstated to the employee donating the time.

No employee shall coerce or otherwise pressure fellow employees to donate Sick Leave.

ARTICLE 30 - INSURANCE BENEFITS

The City and Union recognize the financial hardships placed on employees as a direct result of the escalating cost of health care coverage for employees and their dependents. During the life of this Agreement, the City agrees to provide employees with group health (medical, dental, vision), life, and disability insurance plans (inclusive of dependent coverages) at service levels and premium rates applicable to non-bargaining unit employees, as approved by City Commission. Plan buy ups or enhancement options may be offered at the employee's cost.

If the City chooses to change the existing insurance program from that being provided bargaining unit employees, the City agrees to consult with the Union President to discuss proposed plan changes and changes in premium costs in advance of seeking City Commission approval. The Union Representative shall be allowed to attend meetings on this issue without loss of pay

ARTICLE 31 - PENSION PLAN

The City will provide a pension plan as described by State law.

ARTICLE 32 - WAGES

FY 2017-18

Effective the first pay period following ratification of this agreement, the base hourly wage of all bargaining unit members shall be adjusted by 1.5% unless the member is at the maximum of their respective position's pay grade. Bargaining unit members at the maximum of their respective pay grade shall receive the 1.5% adjustment in a lump sum payment. This will be made retro to October 1, 2017 off of the slot-in adjusted salary of December 2017. Upon attaining a proficient or higher rating on their evaluation during the year the employee will have their salary adjusted another 1.5%. Bargaining unit members at the maximum of their respective pay grade shall receive the 1.5% adjustment in a lump sum payment.

FY 2018-19

Effective October 1, 2018, the base hourly wage of all bargaining unit members shall be adjusted by 1.5% unless the member is at the maximum of their respective position's pay grade. Bargaining unit members at the maximum of their respective pay grade shall receive the 1.5% adjustment in a lump sum payment. Upon attaining a proficient or higher rating on their evaluation during the year the employee will have their salary adjusted another 1.5%. Bargaining unit members at the maximum of their respective pay grade shall receive the 1.5% adjustment in a lump sum payment.

FY 2019-20

Effective October 1, 2019, the base hourly wage of all bargaining unit members shall be adjusted by 1.5% unless the member is at the maximum of their respective position's pay grade. Bargaining unit members at the maximum of their respective pay grade shall receive the 1.5% adjustment in a lump sum payment. Upon attaining a proficient or higher rating on their evaluation during the year the employee will have their salary adjusted another 1.5%. Bargaining unit members at the maximum of their respective pay grade shall receive the 1.5% adjustment in a lump sum payment.

Reopener

In FY 2019/20, both the City and the Union have the right to reopen two articles each. These articles cannot be Wages. The City and Union will notify the other by March 31, 2019 of their intentions.

- Bargaining unit employees must be employed in the bargaining unit position on the effective date to receive any wage related increase.

Section 1. Specialty Pay

A. Automotive Service of Excellence (ASE) Certifications

- 1) The City recognizes twenty-two (22) Automotive Service of Excellence (ASE) Certifications which are of value to the day to day operations and maintenance of City vehicles and equipment. The following certifications are eligible, based operational need as determined by City, for specialty pay.
 - a. A1: Automobile: Engine Repair
 - b. A2: Automobile: Automatic Transmission/Transaxle
 - c. A3: Automobile: Manual Drive Train and Axles
 - d. A4: Automobile: Suspension and Steering
 - e. A5: Automobile: Brakes
 - f. A6: Automobile: Electrical / Electronic Systems
 - g. A7: Automobile: Heating and Air Conditioning
 - h. A8: Automobile: Engine Performance
 - i. X1: Specialty Series: Exhaust Systems
 - j. L1: Advanced Level: Auto Advanced Engine Performance
 - k. L2: Advanced Level: Electronic Diesel Engine Diagnosis
 - l. T1: Medium/Heavy Duty Truck: Gasoline Engines
 - m. T2: Medium/Heavy Duty Truck: Diesel Engines
 - n. T3: Medium/Heavy Duty Truck: Drive Train
 - o. T4: Medium/Heavy Duty Truck: Brakes
 - p. T5: Medium/Heavy Duty Truck: Suspension & Steering
 - q. T6: Medium/Heavy Duty Truck: Electrical/Electronic Systems
 - r. T7: Medium/Heavy Duty Truck: Heating, Ventilation, and A/C
 - s. T8: Medium/Heavy Duty Truck: Preventive Maintenance Inspection
 - t. E1: Truck Equipment: Truck Equipment Installation & Repair
 - u. E2: Truck Equipment: Electrical / Electronic Systems
 - v. E3: Truck Equipment: Auxiliary Power Systems
- 2) An employee shall be eligible for \$.15 per hour for each eligible ASE certification with a maximum of eight (8) ASE certifications to be paid

in any single fiscal year. Starting October 1, 2018, each eligible ASE will be compensated \$.25 per hour at a maximum of 8 certifications to be paid in any single fiscal year. Certification pay shall not be cumulative from year to year to exceed that maximum annual allowable. Employees receiving pay for more certifications than the annual allowable maximum shall be grandfathered and continue to receive pay for the number of payable certification on record. Grandfathered employees will receive the incremental increases on the first eight certifications and will continue to receive the \$.15 on their additional certifications. New employees and transfers will be eligible for specialty pay for all allowable ASE certifications, with proof of current ASE certification(s), upon employment with or transfer to the Fleet Management Division.

- 3) The specialty pay will be added as additional pay, not to the employee's base rate of pay, upon proof of certification.

B. Emergency Vehicle Technician (EVT) Certification

- 1) The City recognizes seven (7) Emergency Vehicle Technician (EVT) Certifications which are of value to the day to day operations and maintenance of the City emergency vehicles and equipment. The following certifications are eligible, based on operational need as determined by the City, for specialty pay.
 - a. Level I Fire Apparatus Technician
 - b. Level II Fire Apparatus Technician
 - c. Master Level III Fire Apparatus Technician
 - d. Level I Ambulance Technician
 - e. Level II Ambulance Technician
 - f. Master Level III Ambulance Technician
 - g. Law Enforcement Vehicle Technician Exam
- 2) Upon ratification of this agreement, an employee shall be eligible for \$.25 per hour for each eligible EVT certification with a maximum of two (2) EVT certifications to be paid in any single fiscal year. Certification pay shall not be cumulative from year to year to exceed that maximum annual allowable. Employees receiving pay for more certifications than the annual allowable maximum shall be grandfathered and continue to receive pay for the number of payable certification on record upon ratification of this agreement. New employees and transfers will be eligible for specialty pay for all allowable EVT certifications, with proof of

current ASE certification(s), upon employment with or transfer to the Fleet Management Division.

- 3) The specialty pay will be added as additional pay, not to the employee's base rate of pay, upon proof of certification.

C. Water and Wastewater License Classification

In lieu of Specialty Pay, with the implementation of the 2017 compensation/classification pay plan, water/wastewater employees who receive the next higher state license will be promoted on the next pay period.

Section 2.

- A. Miscellaneous Certification – The City recognizes the following certifications and licenses:

- 1) Hazardous Material License
- 2) Tanker's Licenses and Certification
- 3) Certified Playground Safety Inspector
- 4) Certified Pool Operator

Employees shall be eligible for \$.15 per hour for each job required certification or license listed above. The specialty pay shall be added as additional pay, not to the employee's base rate of pay, upon proof of certification. Starting October 1, 2018, each employee that holds the listed certifications will be compensated at \$.25/hour.

- B. Commercial Driver's License

Employees shall be eligible for \$.15 per hour for Class A–Restricted driver's license or \$.25 per hour for a Class A driver's license. The number of required Class A-Restricted and Class A driver's licenses shall be determined by each respective Department. The specialty pay shall be added as additional pay, not to the employee's base rate of pay, upon proof of certification. The City shall make the sole determination as to the quantity of Class A and/or Class A – Restricted licenses required to meet operational needs.

C. Longevity Pay

All employees in the bargaining unit shall be eligible for participation in the longevity pay incentive program, pursuant to the rules enacted by the City Commission.

Section 3. The City may authorize additional certifications as deemed necessary.

Section 4. It is the responsibility of the employee to update their certification as required, provide the City with a copy of the certification and advise the City if their certification expires. Failure by the employee to meet the conditions of this article shall subject the employee to forfeiture of any retro pay and shall subject the employee to reimbursement of any over payments.

ARTICLE 33 - EDUCATIONAL ASSISTANCE PROGRAM

The City and Union recognize the importance of career ladders in order to provide promotional opportunities and employee training. In an effort to provide incentive and assistance toward continuing education, an Educational Assistance Program is available as outlined in City policy.

ARTICLE 34 - PRESERVATION OF BENEFITS

- Section 1 This Agreement constitutes the entire Agreement between the parties and no other written or verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.
- Section 2 Therefore, the City and AFSCME, for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject matter not specifically referred to or covered in this Agreement; provided, that AFSCME does not waive its right to impact bargaining in accordance with the law. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.
- Section 3 The City will not seek to diminish or impair during the terms 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 35 - SEVERABILITY

Section 1. If any Article, Section, Subsection, sentence, clause, phrase, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such Article, Section, Subsection, sentence, clause, phrase, or portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.

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

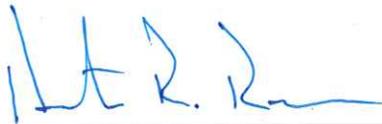
ARTICLE 36 - DURATION OF AGREEMENT

This Agreement shall be effective retroactive to October 1, 2017 and shall remain in full force and effect until September 30, 2020. This agreement shall remain in full force and effect during the period of negotiations, or until notice of termination is provided to the other party.

IN WITNESS WHEREOF, these parties hereto have set their hands this 13th day of February, 2018.

FOR THE UNION

FOR THE CITY



Council 79 Representative



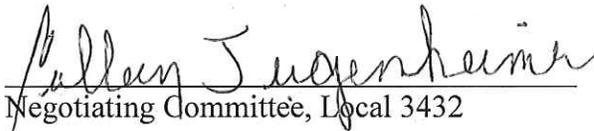
Mayor



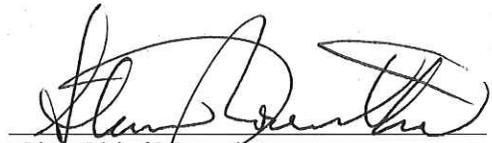
President Local 3432



City Manager



Negotiating Committee, Local 3432



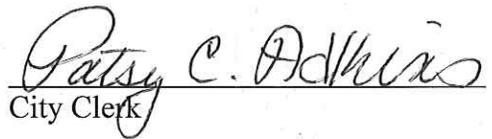
City Chief Negotiator

APPROVED AS TO FORM AND CONTENT

ATTEST:



City Attorney



City Clerk