

**City of North Port- Package Proposal 1  
City and A.F.S.C.M.E Local 3432**

**Date Jan.11, 2018**

The following is a Package Proposal submitted by the City. No article is intended to be removed from the package and consequently the positions taken on each article if proposed alone or in another proposal may be substantially different.

**All the following are submitted as existing language:**

Preamble

Article 1 – Recognition

Article 2 - Management Rights

Article 3 - Anti-Discrimination

Article 4 - Union Security and Check-off

Article 6 - Union Stewards and Union Representatives

Article 7 – Seniority, Demotions, Layoffs and Recall

Article 8 – Interdepartmental Transfers

Article 10 – Job Assignments

Article 11 – Contracting/Subcontracting of City Work

Article 12 – Personnel Records

Article 14 – Union Bulletin Boards

Article 15 – Labor Management Committee

Article 16 – Harassment

Article 17 – Discipline and Discharge

Article 18 – Grievance Procedure and Arbitration

Article 19 – Injury on the Job

Article 20 – Job Safety

Article 22 – Tool Allowance

Article 23 – Commercial Driver's License

Article 24 – Drug Free Workplace Program

Article 25 – Out of Title Work

~~Article 26 – Hours of Work and Overtime~~ #2

Article 27 – Holidays-Existing Language

Article 30 – Insurance Benefits

Article 31 – Pension Plan

Article 33 – Educational Assistance Program

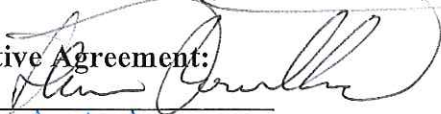

Article 34 – Preservation of Benefits

Article 35 – Severability

**Tentative Agreement:**

City

Union



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**Article 5—Union Visitation and Union Business-Existing**

**Article 9 – Filling Positions- Existing Language with addition to Sec.2**

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.

**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

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procedure. Employee termination due to failing to meet a Proficient rating through the performance improvement plan is also subject to the grievance procedure.

## **Article 21 – Safety Shoes/Uniforms (New Language and Title)**

### **Sec. 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.

### **Sec.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 26-Hours of Work and Overtime-Existing language with the addition of**

7a 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.

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 28 – Annual/Bereavement Leave-Existing Language with addition of a new**

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-Existing Language with addition of**

6B. If the City adopts a new citywide sick leave buy back program, members of the bargaining unit will be eligible to participate.

**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. (existing language)

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## 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. ~~upon ratification of this agreement.~~ 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 Maintenance 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) 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 Maintenance Management Division.

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- 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

- 1) ~~Upon ratification of the agreement, an employee shall be eligible for \$.35 per hour for each eligible water and/or wastewater licensing classification (Class A, B, C) above the job classification requirement for their respective position.~~
- 2) ~~The specialty pay will be added as additional pay, not to the employee's base rate of pay, upon proof of certification.~~
- 3) ~~The specialty pay shall only be provided during the periods the license exceeds the license requirement for the respective position.~~
- 4) ~~New employees and transfers will be eligible for specialty pay for all allowable water and/or wastewater certifications, with proof of current ASE certification(s), upon employment with or transfer to the Utilities Department.~~

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 Miscellaneous

- 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.

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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.

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## ARTICLE 36 - DURATION OF AGREEMENT

This Agreement shall be effective retroactive to of 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 \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

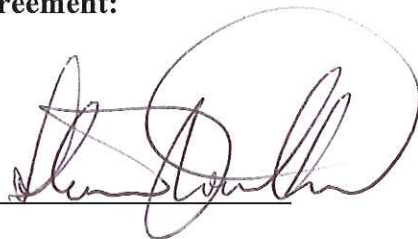
ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk

**Tentative Agreement:**

For the City



For the Union

