

AGREEMENT BETWEEN

THE CITY OF ST. PETE BEACH

AND

THE COMMUNICATION WORKERS
OF AMERICA



October 1, 2015 through September 30, 2018

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ARTICLE 1
PREAMBLE

Section 1. This Agreement is entered into by and between the CITY OF ST. PETE BEACH, Florida, hereinafter referred to as the Employer, and the COMMUNICATION WORKERS OF AMERICA, hereinafter referred to as the Union, for the purpose of establishing an orderly and peaceful procedure for good faith labor relations, providing an orderly and prompt method for handling grievances, and setting forth the basic and full agreement between the parties concerning wages, hours, and other terms and conditions of employment. This Collective Bargaining agreement is applicable for employees as defined in Certificate Number 797 issued to the CWA in accordance with the certification granted by the Public Employees Relations Commission on June 22, 1988.

ARTICLE 2
UNION RECOGNITION

Section 1. Inclusions.

The Employer recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment for employees of the City of St. Pete Beach who are members of the bargaining unit except those employees specifically excluded in Section 2 below. Appendix 1 lists all current positions recognized within the bargaining unit.

Section 2. Exclusions.

Excluded from the bargaining unit are all employees whose positions are confidential; temporary; managerial, administrative, professional and supervisory; and all other employees included in other bargaining units certified under Chapter 447.

ARTICLE 3

RIGHTS OF PARTIES

Section 1. Management.

The Employer reserves, retains and is vested with exclusively, all rights of management which have not been expressly abridged by specific provisions of this Agreement. The exclusive rights of management include, but are not limited to, the following:

- A. To determine the organization of the City government.
- B. To determine the purpose of each of its constituent agencies.
- C. To exercise control and discretion over the organization and efficiency of operations of the City.
- D. To set standards for services to be offered to the public.
- E. To manage and direct the employees of the City.
- F. To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees in positions with the City.
- G. To suspend, demote, discharge or take other disciplinary action against employees for just cause.
- H. To increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds or other legitimate reasons.
- I. To determine the location, methods, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work.
- J. To determine the number of employees to be employed by the City.
- K. To establish, change or modify the number, types and grades of positions or employees assigned to an organization, unit, department or project.
- L. To establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of efficiency, economy, technological change or operating requirements.

Section 2. Impact Bargaining.

Except in extenuating circumstances recognized under PERA, the City will notify the Union before a change affecting wages, hours or working conditions as a result of the exercise of a management right set forth in Section 3.1 or any statutory management right. Upon a proper request by the Union within ten (10) days of receipt of notice by the Union of the anticipated change:

- A. If the change involves a statutory management right defined in FS 447.209, or cases

decided thereunder, or enumerated in Section 3.1, the City will negotiate the impact of the exercise of the right.

- B. If the change involves an enumerated management right in Section 3.1 that is not a statutory management right, no change will be made until the decision and impact have been bargained.
- C. Resolution of disputes under (a) and (b) above shall be under the Impasse Resolution Procedure set forth in F.S. Chapter 447.

Section 3. Employees.

Employees and the Union shall retain their full and unrestricted rights accorded to them under State and Federal laws governing Public Employees.

ARTICLE 4
PROHIBITION AGAINST STRIKES

Section 1. Definition.

A strike shall be defined as: A concerted action and failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation for the rights, privileges or obligations of employment.

Section 2. Florida Statutes.

The Union recognizes the provisions of Florida Statutes defining illegal strikes.

Section 3. Discipline.

Any employee who engages in an illegal strike may be subject to discipline.

Section 4. Pay, Benefits and Reemployment.

No employee shall be entitled to any daily pay, wages or other benefits including but not limited to sick leave, holiday leave and annual leave for the day, which the employee engaged in a strike. Any employee discharged in accordance with applicable illegal strike provisions of the State of Florida Public Employees Labor Relations Act shall, if re-employed by the City, serve a six (6) month probationary period following the reappointment or re-employment.

Section 5. Union Action.

In the event of an illegal strike, the local President of the Union, upon having knowledge provided to him/her by the City Manager or the City Manager's designee of such strike, shall notify the membership that strike action is not legal and shall request the employees return to work. The local Union President, or the President's designee, shall notify the City Manager within twenty-four (24) hours after the commencement of such interruption as to the measures taken to comply with the provisions of this Article.

Section 6. Unfair Labor Practice.

The City of St. Pete Beach recognizes the provisions of Florida State Statutes, defining unfair labor practices.

ARTICLE 5
NONDISCRIMINATION

Section 1. Union Membership and Activities.

Employees in the Unit shall have the right to join, and participate in, or to refrain from joining, forming or participating in the Union. Neither the Employer nor the Union or employee will illegally discriminate against any employee in regard thereto.

Section 2. Unlawful Discrimination.

The City nor the Union or the employee shall unlawfully discriminate against any employee because of such employee's race, color, religion, sex, national origin, sexual orientation, age or because of such employee's handicap and or disability.

ARTICLE 6
ABSENCE FROM DUTY FOR UNION BUSINESS

Section 1. Union Business.

- A. Union officers, as defined within this agreement, may be granted time off without pay to attend officially called conferences, conventions or schools whenever possible provided:
 - 1. Not more than a maximum of two (2) officers in any one instance.
 - 2. A written request is submitted to departmental management at least seventy-two (72) hours prior to the leave period.
 - 3. Sufficient manpower is available to properly staff the department during the absence of the Union officer.
- B. Such time off shall not be considered as time worked for the purpose of overtime computations but shall be considered as time worked for the purposes of such accrual and other fringe benefits, provided that such leave does not exceed five (5) consecutive workdays.
- C. Employees on the Union negotiating committee shall suffer no loss of pay when attending contract negotiations with City officials.

Section 2. Failure to Return from Union Business Leave.

Failure to return to work at the expiration of an approved leave shall be considered as absence without leave, but upon their timely return from leave, the employee shall be granted and given the same position or substantially similar position without loss of salary or benefits.

Section 3. City Initiated Committees.

The Union shall have the right to appoint members in the number authorized by the City to participate on the Union's behalf on City-initiated committees and shall notify the City in writing of the names of the Union's designated representative(s). The Union shall coordinate its choice of representative(s) so no single work group or division will be adversely affected. Union representative(s) attending such committee meetings shall not lose pay.

Section 4. CWA Pool Time Donation.

Beginning with October 1, 2006 and each October 1st thereafter, all members of the CWA will have deducted from their annual vacation accrual two (2) hours which will be credited to the CWA Pool Time account. Union members may draw upon pool time to attend official conferences, conventions, or school with the approval of the affected Department Director, provided that no less than one week's notice is provided.

Each member of the CWA may also donate an additional two (2) hours or more of his/her vacation leave, but not sick leave time, to the CWA pool, which may be drawn upon at the discretion of the Union. Donations of time to this pool must be in the increments of two (2) hours and donation requests must be in writing and signed on approved form.

ARTICLE 7

DUES DEDUCTIONS

Section 1. Written Authorization.

Employees covered by this Agreement may request on a prescribed form the authorization for payroll deductions for the purpose of paying Union dues. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and uniform assessments.

Section 2. Revocation.

Authorizations on file shall remain in full force and effect for the term of this contract unless revoked on the prescribed Employer approved form. Cancellations of such written authorization for payroll deductions must be in writing and sent/delivered to the Employer's Personnel Office and the Local Union. The Employer will forthwith provide the Union copies of all Union dues deduction revocations prior to the termination of such dues.

Section 3. Notice of Amount.

The Union will initially notify the Personnel Office as to the amount of dues to be deducted from a member's salary on a monthly basis. Such notification will be certified to the Personnel Office in writing over the signature of an authorized officer of the Union. Changes in Union dues will be similarly certified to the Personnel Office and shall be done at least sixty (60) calendar days in advance of the effective date of such change.

Section 4. Authorization Form.

Deductions for Union dues will be honored providing an authorization form for such deduction is properly executed and on file with the Employer. The Union will furnish forms of uniform size for such individual authorization.

Section 5. Deduction and Transmittal to Union.

The Employer shall deduct dues twenty-six (26) times per year in amounts as certified to the Employer by the Secretary-Treasurer of the Communications Workers of America and will remit the aggregated deduction so authorized together with an itemized statement to the Secretary-Treasurer. Dues deductions will be remitted within thirty (30) days from the date of the deduction on a monthly basis. Changes in Union membership dues will be similarly certified to the Employer in writing and shall be done at least thirty (30) days prior to the effective date of such change.

The Union will indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of, or by reason of action taken or not taken by the Employer on account of payroll deduction of Union dues.

The Union agrees that in case of error, proper adjustment, if any, will be made, by the Union with the affected employee.

Section 6. Lists to be Supplied.

A printed list of all bargaining unit members shall be provided at no cost, upon request, to the Union President.

ARTICLE 8
UNION REPRESENTATION

Section 1. Notice of Representatives.

The Employer agrees to recognize the officers and stewards designated by the Union. The Union shall furnish written notice to the Employer of such officers and stewards prior to being effective.

Section 2. Union Representatives.

Union representatives recognized by this Agreement are the Local President, or his designee. In addition, the Employer shall recognize at least one (1) Union steward for each thirty-five (35) employees and/or fraction thereof in each City department who are employees of the City.

Section 3. Union Activities.

Neither the Union nor its members shall carry on Union activities on Employer time, nor shall such activities occur on Employer premises except as set forth in Florida State Statute 447.

Section 4. Literature.

The Union shall not distribute literature in violation of F.S. 447.509(1)(B).

Section 5. Contents.

The Union shall not distribute upon the premises of the Employer any materials that reflect on the integrity or motives of any individual, department, or activity of the City government. This shall not restrict members of the Union from having the same privileges as any citizen.

Section 6. Potential Discipline.

Employees violating any provision of this Article will be subject to discipline to include but not limited to discharge.

ARTICLE 9
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. General.

- A. The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used only for the settlement of disputes between the City, the Union and an employee, or group of employees, involving the interpretation or application of this Agreement, including disciplinary action. An employee shall have the option of utilizing the grievance procedures contained in the PRR or the grievance procedure established under this Article. In no case shall the employee use both procedures. No grievance may be filed by or in behalf of a probationary employee by the Union.
- B. A grievance is defined as a claim of a misinterpretation, misapplication or violation of the specific terms of this Agreement.
- C. A grievance may be submitted under this procedure by one (1) or more aggrieved employees, or by the CWA as a general or class grievance. A Union general grievance shall be initially submitted at Step Two to the Department Director within ten (10) calendar days of the occurrence of the matter from which the grievance arose.
- D. A grievance not submitted within the time limits as prescribed for every step shall be considered untimely. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered either settled on the basis of the last answer provided by the City or that the grievant elected not to proceed any further. A grievance not answered within the limits prescribed for the City at each step shall entitle the employee or Union to advance the grievance to the next step. The time limits prescribed herein may be extended by mutual agreement of the Union and City.
- E. The requirements in Steps One through Three for written grievances and answers shall not preclude the aggrieved employee, the Union, if applicable, and the City from orally discussing and resolving the grievance.
- F. A grievant may be accompanied by a Union representative at any time during the grievance procedure. The City will attempt to accommodate all parties in the processing of grievances.
- G. It is recognized and accepted by the Union and the City that the processing of grievances is of the utmost importance, and therefore grievances may be processed during employees' normal working hours without loss of wages when the absence of employees or supervisors involved in reasonable and will not, in the judgment of the Department Director or City Manager's designee, be detrimental to the work programs of the City.
- H. Nothing in this Article shall preclude the appointment of designees in the reasonable absence of the Department Director or City Manager.

Section 2. Grievance Procedure.

- A. Step One - The aggrieved employee or the Union shall submit a written grievance (on the form supplied by the Employer) to his immediate supervisor within ten (10) calendar days after the occurrence of the matter from which the grievance arose. The written grievance at this step, and all steps hereafter, shall contain the following information:
1. A statement of the grievance, including the date of occurrence, and details, and facts upon which the grievance is based.
 2. The article (and section as appropriate) of the Agreement alleged to have been violated.
 3. The action, remedy or solution requested by the employee.
 4. The signature of the aggrieved employee, or the Union representative in case of class grievances.
 5. The date submitted.

The immediate supervisor shall meet with the grievant or Union, whomever initiated the grievance, within ten (10) calendar days of receipt of the written grievance, to discuss and seek a solution to the grievance. Within ten (10) calendar days after the meeting, the immediate supervisor shall give his answer in writing to the grievant and the Union.

- B. Step Two - If the grievance is not resolved at Step One, the aggrieved employee or the Union, whichever applies, may submit a written appeal to the Department Director within ten (10) calendar days after receipt of the immediate supervisor's written answer.

Within ten (10) calendar days after receipt of the written appeal, the Department Director will meet with the aggrieved employee and/or the Union representative to discuss and seek a solution to the grievance. Within ten (10) calendar days after this meeting, the Department Director shall give his written decision to the grievant.

- C. Step Three - If the grievance is not resolved at Step Two, the aggrieved employee or the Union, whomever filed the grievance, may submit a written appeal to the City Manager within ten (10) calendar days after the Department Director's, or his designee's, written answer. The City Manager shall meet with the aggrieved employee, and/or the Union representative, and the Department Director within ten (10) calendar days of receipt of the written appeal to discuss and seek a resolution of the grievance. Within fourteen (14) calendar days after this meeting, the City Manager shall give his written answer to the grievant and/or the Union representative.

Verbal warnings, documented verbal warnings, and written warnings are subject to the grievance procedure only through Step Three, City Manager, and not subject to arbitration.

Section 3. Arbitration Referral.

- A. If the grievance is not resolved at Step Three, the Union may, within thirty (30) calendar days after receipt of the Step Three written response, submit a written request for arbitration to the City Manager. Employees shall not be entitled to arbitrate grievances unless the Union refuses to arbitrate an employee's grievance solely because the employee is not a Union member in which event the employee shall be entitled to

arbitrate under the same conditions, including a written request to arbitrate to the City Manager within thirty (30) calendar days after receipt of the Step 3 response, and financial obligations as the Union.

- B. Within five (5) calendar days after the date of receipt of the arbitration request, the Union and the City Manager shall meet or confer by phone for the purpose of attempting to jointly select an arbitrator.
- C. If the parties fail to mutually agree upon an arbitrator, within ten (10) calendar days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals shall be requested from the Federal Mediation and Conciliation Service (FMCS) by the Union. All arbitrators must reside in Florida or agree to charge travel expenses as if they resided in Tampa, Florida. Within five (5) calendar days after receipt of the list, the parties shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. A coin shall be tossed to determine who shall cross out the first name.
- D. The hearing on the grievance shall be informal and the rules of evidence shall be applied liberally except when the arbitrator determines the matter has no probative value or should not otherwise be heard.
- E. The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement, and shall confine his decision solely to the interpretation or application of this Agreement. The arbitrator shall not have authority to determine any issues not submitted to him. The arbitrator shall not award any monetary relief to any employee who has not filed a timely written grievance under Section 9.2(A).
- F. Subject to applicable law, the decision of the arbitrator shall be final and binding upon the aggrieved employee and/or the Union, and the City.
- G. The arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.
- H. Attendance at any arbitration procedure and the compensation of participants or witnesses shall be the responsibility of the party requesting the participants or the witnesses. Either party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts. Each party shall be responsible for their own attorney's fees and costs.
- I. The arbitrator shall be requested to render his decision as quickly as possible, but not later than thirty (30) calendar days after the hearing. The City will not incur any back pay or financial liability after thirty (30) days following the close of the arbitration hearing unless the City has agreed to extend the time limit for the arbitrator's decision. In the event because of an internal Union issue, the arbitrable issue is not arbitrated within sixty (60) calendar days after the written request for arbitration is received by the City, no back pay, or other monetary relief shall be awarded to the Union or any employee for more than sixty (60) calendar days after the written request to arbitrate was received by the City.
- J. In deciding any grievance resulting in retroactive adjustment, such adjustment shall be limited to the date of the initial occurrence, which gave rise to the need for adjustment.
- K. Upon receipt of the arbitrator's award, corrective action, if any shall be implemented as soon as possible, but in any event not later than fifteen (15) calendar days after receipt of the arbitrator's decision.

Section 4. Limitations.

Claims of a violation of any law, including those referenced in Article 3, Section 3; Article 4, Section 6; Article 5 and Article 13, shall be subject to the grievance procedure but shall not be subject to arbitration without the written consent of both the Union and the City.

ARTICLE 10

EMPLOYEE RIGHTS

Section 1. Disciplinary Action.

No disciplinary action shall be taken against an employee who has successfully completed his initial probationary period except for just cause.

Section 2. Written Reprimands.

If an employee is disciplined, the employee shall be given the opportunity to affix his/her signature; date and sign the written reprimand and shall receive a copy of said reprimand containing the employee's signature. The reprimand shall contain date of occurrence, reason for reprimand and suggested remedy. The employee's signature does not imply agreement.

Section 3. Past Disciplinary Action.

When administering disciplinary action, consideration shall be given to the severity of the offense, the cost involved, the time interval between violations and the length and quality of the employee's work performance record. However, disciplinary action as a result of group one offences that occurred more than 24 months prior will not be considered.

Section 4. Union Representation.

If requested by the employee, a Union representative shall accompany an employee at any formal investigatory meeting or at any formal written disciplinary step prior to and including suspension and/or termination.

Section 5. Review of Personnel Files.

Employees shall be allowed to review their personnel files.

Section 6.

All investigations shall culminate in a decision.

Section 7. Retaliation.

No adverse action shall be taken against an employee because he exercises rights provided in this Article.

Section 8. Relieved From Duty.

Employees relieved from duty for alleged violations of the law and/or departmental rules shall remain on full salary and allowances until such time as the charges have been verified by the Superintendent, or his designee, as proper charges of sufficient seriousness and with supporting evidence which should cause the employee to be placed in a leave without pay status.

ARTICLE 11
BULLETIN BOARDS AND CITY E-MAIL

Section 1. Use.

The Union shall be entitled to reasonable use of assigned bulletin boards at all offices in work locations where bargaining unit members work, or the Union may furnish a bulletin board for its use of a type and in an area approved by the Employer. In addition, Union members who have access to City computers may receive e-mail copies of any Union notice posted on assigned bulletin boards.

Section 2. Union Notices.

These bulletin boards and the City e-mail system shall be used for posting Union notices but restricted to:

- A. Notices of Union recreational or social affairs.
- B. Notices of Union elections and results of such elections.
- C. Notices of Union appointments and other official Union business.
- D. Notice of Union meetings.

Any other information, including any notices containing any information other than purpose, date, time and place, may be posted on such designated areas only upon the approval of the City Manager or the City Manager's designee.

Section 3. Officers Signature.

All such notices shall be signed by a duly recognized officer of the Union and a copy of all such notices shall be forwarded to the Employer.

Section 4. Removal.

Supervision may not remove Union materials without first informing an officer of the Union.

Section 5. Costs.

All costs incidental to preparing and posting of Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on designated bulletin boards and for maintaining such bulletin boards in an orderly condition.

ARTICLE 12
BEREAVEMENT LEAVE

Section 1. Leave.

- A. Approved leave in the event of the death of a member of a regular full-time employee's immediate family (as defined in Section 2) will be granted as provided below:
1. Up to twenty-four (24) hours with pay if the funeral is in Florida and up to forty (40) hours with pay if the funeral is outside Florida.
 2. The minimum leave under this section shall be four (4) hours.
 3. Regular part-time employees shall be entitled to one-half (1/2) of the bereavement leave provided to regular full-time employees.
- B. The employee may be required to provide the Director with proof satisfactory to him of death in the employee's immediate family and that the employee attended the funeral before compensation will be approved.
- C. If, in the opinion of the Director, additional days off are necessary, accrued vacation and medical leave may be used or the employee may be given additional time off without pay.

Section 2. Employee's Immediate Family.

For the purpose of this Article, the employee's immediate family shall be defined as spouse, domestic partner, children, parent, brother, sister, in-laws (father, mother, brother, sister, son or daughter only), any relative living in the same household, stepparent, stepchild, step brother or sister, grandmother, grandfather, grandchild, and legal guardian.

Section 3. Charging.

Bereavement leave shall not be charged to PTO.

ARTICLE 13
MILITARY LEAVE

A military leave of absence will be provided to employees who are absent from work because of service in the U.S. uniformed services in accordance with federal and state law. In order to be eligible for military leave, advance notice of the need for leave and a copy of the military orders is required, unless military service necessity prevents such notice or it is otherwise impossible.

ARTICLE 14
JURY DUTY AND COURT ATTENDANCE

Section 1. Witness Leave for the City.

Except as provided in Article 9, employees who appear as witnesses on behalf of the City or who are subpoenaed as a witness in a matter which involves City business in which the City is not a party in any judicial or administrative proceeding, including deposition, or who are directed by the City to testify in any proceeding shall have all such time treated as compensable work time.

Section 2. Other Court-Related Leave.

- A. Subject to Section 1 above, those employees who become plaintiffs or defendants in personal litigation or who testify or appear on behalf of parties and other persons except the City are not eligible for leave with pay unless they request and are approved for vacation or personal days under Article 16.
- B. Unless they are parties in the action, employees subpoenaed by the Florida State Attorney's Office as witnesses for the State shall receive their normal pay less any witness fees received from the State under the same conditions as applied to jury duty under Section 3(A)-(D).

Section 3. Jury Leave.

For employees called to jury duty, the City shall make up the difference between a regular full-time employee's pay for his normal schedule provided the employee:

- A. Advises the Department Director no later than three (3) working days before he is to report for jury duty or when he is first advised, whichever first occurs.
- B. Returns to duty each day he is released from jury duty when two (2) or more hours remain on his scheduled work day or shift unless he gets permission from the Department Director, or his designee, not to return.
- C. Provides the City with a copy of his check for jury pay.
- D. An employee who attends court or serves jury duty under the conditions described in paragraph 14.1 above while on vacation leave shall be allowed to reinstate vacation hours served in court providing satisfactory evidence of the time served on such duty is presented to the City.

Section 4. Return to Work.

Employees who attend court or any other legal or administrative proceeding for only a portion of a regularly scheduled workday are expected to report to their supervisor when excused or released.

Section 5. Reporting.

An employee subpoenaed to attend court, give a deposition, attend any administrative hearing, or serve jury duty shall promptly notify his immediate supervisor so that arrangements can be made for his absence.

ARTICLE 15

Paid Time Off (PTO) Policy

Section 1. Definition

Paid Time Off (PTO) is an all-inclusive flexible time off policy in place of traditional individual vacation, sick, injury, and personal leave programs. It does not apply to Jury Duty or bereavement leave. PTO is an employee benefit. It is a program to allow employees an established amount of paid absence without regard to the reason, however subject to the requirements and restrictions set forth below.

Section 2. Eligibility

All full-time employees will be eligible to accrue PTO time.

Permanent Part-time employees will accrue PTO based on hours worked.

Section 3. Usage of PTO Leave

PTO leave may be used for the following purposes (subject to approval in Section 5 below):

- A. Vacation leave.
- B. Sick leave.
- C. Leave for any number of personal reasons, such as:
 - 1. Medical and dental appointments and treatment which is necessary during working hours.
 - 2. Absences for personal business which cannot be conducted during off duty hours.
 - 3. Holidays other than those observed by the City as official holidays.
 - 4. Maternity/paternity leave.
 - 5. Caring for immediate family members who are ill.
- D. To supplement FMLA leave, short term disability leave, or a Workers' Compensation absence, only to the extent necessary to make up the difference in all compensation received from any source and the employee's straight time weekly earnings or salary whichever applies.
- E. All unused vacation as defined in Section 9 must be exhausted prior to usage of any PTO leave

Section 4. Accrual

- A. Full-time employees shall accrue PTO leave each payroll as shown below.
- B. Permanent Part-Time employees will accrue PTO based on a percentage of hours worked.
- C. New hires will be eligible to begin accruing as of their date of hire. Hours available may be used with no waiting period.

Completed Continuous Months of Service	Bi-weekly Accrual	Annual Accrual	Max Accrual End of FY
0 to 59 Months	4.923 hours	128 hours/16 days	240 hours
60 to 119 Months	6.461 hours	168 hours/21 days	280 hours
120 + Months	8.000 hours	208 hours/26 days	320 hours

Section 5. Approval

- A. In order to ensure effective operational scheduling, PTO time should be requested as far in advance as possible, but in no event less than one (1) work day before the leave is to commence unless the failure to make a timely request is determined by the employee's Department Director to be for reasons beyond the control of the employee.
- B. In the case of unforeseen sickness or injury of the employee or an immediate family member, the employee must advise his/her supervisor or Department Director as soon as possible, but not later than 30 minutes after the employee's scheduled reporting time unless prohibited from doing so for reasons determined by management to be beyond the control of the employee.

Section 6. Charging time

PTO time will be charged for the time the employee is away from work in increments of not less than one hour, except in the case of an excused absence under Section 5(B). The minimum shall be one half (1/2) hour.

Section 7. Unused PTO Time

Employees may carry over unused PTO hours from one fiscal year to the next to a maximum of 240 hours (for employees with less than 5 years of service), 280 hours (for employees with more than 5 years but less than 10 years), and 320 hours (for employees with more than 10 years of service). Hours in excess of these maximums at the end of the fiscal year will be forfeited. For example: An employee with 36 months (3 years) of continuous service accrues 128 hours in a fiscal year. He/she may carry over their unused balance until they reach 240 hours; excess hours over 240 are forfeited.

Section 8. Payment of Unused PTO

- A. Subject to subparagraph D below, upon separation from City employment, employees are entitled to compensation for any balance of unused PTO hours to a maximum of 160 hours (for employees with less than 5 years of service), 200 hours (for employees with more than 5 years but less than 10 years), and 240 hours (for employees with more than 10 years of service).
- B. Should an employee die while in service, any balance of unused PTO hours to a maximum of 160 hours (for employees with less than 5 years of service), 200 hours (for employees with more than 5 years but less than 10 years), and 240 hours (for employees with more than 10 years of service) will be paid to the designated beneficiary listed on the form for his/her employee's City life insurance.

- C. Payment shall be at the employee's base hourly rate at time of employment termination.
- D. An employee terminated for any offences listed in Section 11.05 of the City's Personnel Rules and Regulations (Group 2 Offences) shall not be entitled to be paid unused PTO hours at the time of separation.

Section 9. Unused Vacation Leave Balance as of October 1, 2013

- A. Employees with a vacation balance as of October 1, 2013 will retain that balance and will be able to use that time until the balance is exhausted.
- B. Should the employee separate from his/her employment, or die while in service, they or their beneficiary will be paid any remaining vacation leave balance in accordance with the Personnel Rules and Regulations, Section 16.08, in effect before October 1, 2013.

Section 10. Unused Sick Leave Balance as of October 1, 2013

- A. Upon implementation of this policy, employees with a sick leave balance as of October 1, 2013 will retain that full balance of which the hours will only be available for use in a "catastrophic" situation. Catastrophic will be defined as any illness lasting longer than five (5) consecutive working days. To receive payment, the employee will be required to submit forms the City requires to be completed and a medical excuse acceptable to the City. Upon separation of employment, or death while in service, those hours will be paid in a lump sum payment (less statutory deductions) as outlined below using the employees years of service at date of separation.

Years of Service	% of Sick Leave Payment
0-9 years	0%
10-14 years	30%
15-19 years	40%
20 + years	50%

ARTICLE 16 SICK LEAVE

Section 1. Sick Leave Accrual and Conditions.

- A. Sick leave with pay shall be accrued by all regular full-time employees and will be subject to the following conditions:
1. Probationary employees may be granted sick leave with pay, up to the amount accrued.
 2. Employees can accrue no more than four hundred (400) hours, exclusive of sick leave balances in Article 15, Section 10.
 3. Employees shall be eligible for 48 hours of paid sick leave per year to accrue at .0230 hours for each hour worked, which shall not include overtime, standby and call back hours.
 4. The employee must be on active status.
 5. Employees making a departmental transfer will retain unused sick leave.

Section 2. Charging.

In computing sick leave taken, employees shall be charged one (1) hour sick leave for each hour not worked because of illness. Partial hours will not be charged for less than one-half (1/2) hour.

Section 3. Use.

Sick Leave will be available for use in a “catastrophic” situation as defined in Article 15, Section 10. Employees with a “frozen” sick leave balance as of October 1, 2015 will retain that balance, but must exhaust that balance prior to using the new accrual of sick time effective with this contract.

Section 4. Sick Leave Payout.

Sick leave accrued after October 1, 2015 shall have no dollar value upon termination.

ARTICLE 17 HOLIDAYS

Section 1. List Of Legal Holidays/Days Observed.

- A. The City recognizes the following holidays:

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	2 Personal Days
Presidents' Day	

- B. When a holiday falls on a Saturday or Sunday, the following Monday or the preceding Friday will be declared a holiday for City employees, as determined by the City Manager.
- C. The personal days must be taken a full day at a time and must be approved in advance by the Department Director or is/her designee.
- D. The personal leave day shall be treated as a holiday and therefore is not subject to accrual. The personal day shall be used within the fiscal year, unless Departmental management denies the request due to scheduling problems, in which event the employee shall be compensated for the personal day to which he was entitled by could not use at the end of the fiscal year. The personal day shall be requested in writing on the proper leave form prior to the chosen day and are subject to approval by the Department Director.
- E. Employees shall also enjoy special holidays that are observed by the City during the term of this Agreement. Special holidays are defined as non-regularly scheduled holidays established by the City Commission to commemorate a special event or occasion not regularly provided to employees.

Section 2. Requirements To Receive Holiday Compensation.

- A. Subject to Subsection F below, all eligible employees will receive one (1) workday off with pay for each of the holidays.
- B. An employee must be on active pay status.
- C. Employees who are on vacation leave or other leave with pay during the holiday will receive holiday compensation.
- D. Employees scheduled to work on a holiday, and who in fact do work, shall receive pay at the normal straight rate or overtime, whichever applies, for the actual number of hours worked that day, plus a normal day's pay for the holiday provided they meet the eligibility requirements.
- E. Employees whose normal day off from work falls on a holiday shall receive holiday pay

at the normal straight rate for the day, provided they meet the eligibility requirements.

- F. Non-exempt regular part-time employees who meet the eligibility requirements will be paid the number of hours they would normally be scheduled to work.
- G. When a holiday falls on a day a part-time employee is not scheduled to work and the employee does not work, the employee shall receive the normal days pay at the straight time rate for the holiday.

Section 3. Absence Due to Sickness.

An employee scheduled to work a holiday who fails to work because of sickness or injury shall not receive holiday pay unless (1.) he notifies his Director, or his designee, at least one (1) hour before he is scheduled to report for work and (2.) upon request, he presents evidence satisfactory to the Director, which may be a medical doctor's excuse, that his absence was due to a bona fide, unforeseen serious illness or injury. Any employee who fails to follow this procedure may also be subject to disciplinary action. The Director, or his designee, may excuse the first requirement if he is convinced that failure to notify as required was for a reason clearly beyond the employee's control.

ARTICLE 18
GENERAL LEAVE WITHOUT PAY

Section 1. Leave of Absence Without Pay Except FMLA Leave.

For leaves without pay, except FMLA leave, or as otherwise provided in this Agreement, the following shall apply:

- A. A regular full-time employee may be granted leave of absence without pay for a period not to exceed one (1) year (inclusive of FMLA leave) for sickness, disability or other reasons considered by the City to be in its best interest. Such leave shall require the prior approval of the Department Director and the City Manager.
- B. If for any reason the leave of absence without pay is granted, such leave may subsequently be withdrawn and the employee recalled to service if determined to be operationally necessary by the City.
- C. All employees on leave of absence without pay are subject to these rules.
 - 1. Subject to applicable law, leave without pay shall be granted only when the City determines it will not adversely affect the interests of the City.
 - 2. Failure of an employee to return to work upon expiration of approved leave shall result in termination from the City, absent any unforeseen circumstances as determined by the City Manager.
 - 3. An employee granted a leave of absence without pay, and who wishes to return before the leave period has expired, must make a request to return early to the Department Director as soon as possible to discuss the possible return to work.
 - 4. No sick leave, vacation leave, or holiday pay will be accrued or earned by an employee for the time that the employee is on leave without pay.
 - 5. An employee who obtains employment elsewhere, while on authorized leave of absence without pay, will be terminated by the City unless approval has been obtained in advance from the Department Director and City Manager.
- D. An employee returning from a leave of absence without pay shall be entitled to employment in the same department and position as when the leave began, providing an opening exists. If no vacancies exist, the employee may be offered a lesser position for which he is considered by the City to be qualified. If no such vacancies exist at the time, the employee may be terminated or the leave extended at the option of the City.

Section 2. Effect of Leaves on Insurance Coverage.

- A. Compensable Leave. The City shall continue the employee's group life and hospitalization insurance during compensable leave of absence provided the employee pays his share of the premium.

- B. Workers' Compensation. The City shall continue the employee's group life, dental and hospitalization insurance during an unpaid leave of absence due to a valid workers' compensation injury or illness, provided the employee pays his share of the premium, if applicable. If the employee's claim is later determined by law to be invalid, the employee shall reimburse the City for all premiums paid in his behalf during the injury. Failure to repay the City such premium upon demand or under terms agreeable to the City will result in termination of employment, and loss of accumulated sick and vacation leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the City may collect the premiums by any means allowed by law.
- C. Other Non-Compensable Leave. If an employee is on an unpaid leave of any type other than FMLA leave, including sick leave covered by Section 15.8, he shall be responsible to pay the full premium for group life and hospitalization insurance beginning the month in which the leave began. The employee shall be entitled to continue coverage for the period of the leave provided he pays the premiums subject to any restrictions imposed by the insurance carrier.

ARTICLE 19
MISCELLANEOUS GENERAL PROVISIONS

Section 1. Prevailing Rights.

- A. Employees covered by this Agreement are entitled to the benefits and rights of and subject to the responsibilities of the Personnel Manual of the City, which are not covered in this Agreement. Disputes under the PRR, except for disciplinary matters, shall be resolved under Section 13 of the PRR and not under Article 9 of this Agreement. If any conflicts occur between this Agreement and the City PRR, this Agreement shall take precedence. All rights, privileges and terms and conditions of employment enjoyed by the employees at the present time, which are not included or addressed in this Agreement shall be presumed to be reasonable and proper and shall not be changed arbitrarily or capriciously which shall mean without any reasonable business or operational reason.
- B. The Employer has the right to adopt and to change the Personnel Manual, general orders and departmental regulations, which are not in violation of any specific provision of this Agreement, and to enforce same. At the time of drafting of changes to the Personnel Manual, general orders and departmental regulations, written input shall be accepted from the Union and any input given by the Union shall remain as an attachment to the proposed change until adoption by the employer.

Section 2. Appendices and Amendments.

Any appendices and amendments to this agreement shall be lettered, dated and signed by the Union and the Employer and shall be subject to all the provisions of this Agreement.

Section 3. Printing of Agreement.

The Employer will make available an electronic copy of this Agreement for all members of the bargaining unit through the Employer's website and internal electronic files.

Section 4. Workers' Compensation.

- A. When an employee is injured on the job and loses time from work as a result of that injury, the employee will receive a City subsidy to make up the difference in straight time income for their regular schedule for a period not to exceed three (3) months. If Workers' Compensation continues after three months the employee will only receive that which is required under Workers' Compensation Law. The amount paid by the workers' comp insurance carrier will be paid directly to the employee. At the request of the employee the balance can be deducted from the individual's accrued PTO balance to make up their regular straight time income.
- B. Injury or compensable illness shall be determined to have been incurred while on duty with the City only if such injury is a compensable injury under Florida's Workers' Compensation Law. In the event of any dispute or disagreement concerning the interpretation of the entitlement to or amount of compensation, said dispute shall be resolved in accordance with the Florida's Workers' Compensation Law, and not under this Agreement.
- C. Length of disability shall be determined by the Employer's physician in accordance with

the Workers' Compensation Law.

- D. Sick and vacation accrual shall continue for a maximum of twelve (12) months for employees who are receiving worker's compensation benefits due to a compensable on-the-job injury or compensable illness.
- E. If the employee's claim is later determined by law to be invalid, the employee shall reimburse the Employer for supplemental compensation received and as to benefits received or accrued, he shall be treated as having been on unpaid leave of absence; provided, he shall not be required to repay accrued vacation or sick leave used to supplement workers' compensation. Failure to repay the Employer upon demand or under terms agreeable to the Employer will result in termination of employment, and loss of accumulated sick and vacation leave to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the Employer may collect by any means allowed by law.

Section 5. Light Duty.

- A. If an employee is released by his physician for "light duty", return to light duty shall be at the option of the City based on its operational needs. Refusal to accept a light-duty assignment by the City Manager, or his designee, which the employee is capable of performing in accordance with applicable law will result in termination of employment.
- B. The employee will be paid his normal hourly rate for light duty work.
- C. No sick leave will be charged for those hours worked while on light duty.

Section 6. Maternity Leave.

- A. Maternity leave is a period of approved absence for incapacitation related to pregnancy and follows the specified rules outlined in the Family/Medical Leave Act.
- B. The time when a pregnant woman should leave or return to work will be determined on an individual basis and will depend on the physical condition of the particular employee and the nature of the employee's job.
 - 1. An employee will be permitted to continue to work as long as the conditions of the pregnancy do not adversely impair the employee's work performance or health. The judgment of the Department Director and the City Manager concerning the beginning of maternity leave shall be based on the written medical opinion of the employee's physician, the nature of the job and/or the employee's ability to perform essential tasks.
 - 2. The date an employee shall return to work following maternity leave may be based on a medical statement from a certified physician stating that the employee is able to perform the essential tasks of the employee's position. It shall be the responsibility of the employee to obtain and submit the physician's medical statement

Section 7. Uniforms.

- A. Employees supplied uniforms by the City, or expected to wear uniforms in the performance of their job, shall report in a clean full uniform on each day worked. Uniforms must also be worn in the manner prescribed by the Department Director. Failure to comply may result in the employee being sent home for the day without pay. Repetition of such conduct shall subject the employee to further discipline.
- B. Employees are expected to observe normal and reasonable standards of personal hygiene and to present a professional appearance at all times. Failure to do so may result in the employee being sent home to correct the situation or for the day without pay. Repetition of such conduct shall subject the employee to further discipline.
- C. All hair, beards and mustaches must be of a length so as not to create operational or possible safety problems.
- D. Uniforms supplied by the City will be replaced by the City when they become unusable through normal wear and tear. A request to replace a uniform shall be submitted to the Director along with the damaged or worn uniform.
- E. The employee is responsible to reimburse the City for uniforms lost or damaged through the employee's negligence and to return same upon cessation of employment.
- F. The City will withhold from the employee's pay reimbursement under E above up to the maximum allowed by applicable law.
- G. City issued uniforms may not be worn at times other than during the performance of City duties and during the normal trip to and from the employee's place of residency.
- H. Worn or damaged uniforms if given back to the employee upon replacement may be worn for personal use so long as Employer identification is removed.
- I. The employee shall be responsible for all laundering and minor repairs.
- J. Safety shoes, mandated by the Employer to be worn on duty, shall be furnished without cost to the employee once a contract year, unless the Department Director determines in a particular case an employee's work responsibilities require an additional pair or pairs. Upon approval of the Employer, an employee shall be reimbursed for the purchase of safety shoes which meet or exceed the minimum quality standard provided the reimbursement does not exceed either the actual cost of the safety shoes or the actual cost of the standard, whichever is less. The Employer shall establish and post the standard for view by all employees at the start of each contract year.

Section 8. Consultation.

- A. Matters appropriated for consultation between the Employer and the Union include wages, hours, terms and conditions of employment and other areas of mutual concern for this bargaining unit. Consultations shall be held upon request of either the Employer or the Union in an effort to reach mutual understandings, receive clarification and/or exchange information affecting employees covered by this Agreement. Consultation meetings shall not be used for negotiation purposes unless both parties agree otherwise.

- B. Consultation meetings between the Employer and the Union shall be arranged by mutual agreement of the parties upon the request of either party. Arrangements for any consultation meeting shall be made ten (10) calendar days in advance whenever possible and an agenda of matters to be taken up at the meeting shall be presented in writing at the time. Items for discussion at consultation meetings shall be those included in but not necessarily limited to items on the agenda. Union and employer representatives shall be limited to no more than four (4) persons from each side at any one (1) meeting.

Section 9. Indemnification.

To the extent allowed by applicable law, the Employer shall provide a defense in all suits against employees covered by this Agreement and protect said employees from any liability as long as they are acting within the scope and authority of their employment.

Section 10. Damaged Personal Property.

- A. Prescription eyeglasses, contact lenses, hearing aids, and watches of employees that are lost, damaged or destroyed in the line of duty, except through employee negligence, shall be replaced or repaired at the Employer's expense subject to the following restrictions. The Employer shall not be held responsible for any other personal property, which is lost, damaged or destroyed in the line of duty.
1. The maximum reimbursement for prescription eyeglasses, contact lenses and hearing aids shall be the cost of replacing the precise item with one of equal quality or two hundred fifty dollars (\$250.00), whichever is less.
 2. The maximum reimbursement for watches shall be the cost of replacing the item with one of equal quality or one hundred fifty dollars (\$150.00), whichever is less.
 3. Requests for reimbursement for the lost or damaged personal property shall be made in writing to the employee's immediate supervisor during the work shift in which the article of personal property was damaged or lost.
 4. Except when lost, the item for which reimbursement is sought must be turned in along with the written request for reimbursement.
 5. Reimbursement for lost or damaged personal property must be approved by the Employer.

Section 11. Outside Employment.

- A. Employees will not engage in outside employment which may in any way hinder the proper performance of their public employment duties or impair the efficiency of the City Department as determined by the Employer.
- B. No employee shall engage in outside employment with, render services for, any person or business transacting business with any agency or department of the City without approval of the Department Director.

- C. Employees who engage in secondary employment shall do so only with approval of the Department Director and the understanding and acceptance that their primary duty obligation and responsibilities are to the City. Employees who engage in secondary employment will provide a source of telephone communications with the place of off-duty employment, and such information shall be kept current at all times.
- D. All employees are subject to call at any time for emergencies for mandatory overtime duty, and no secondary employment may interfere with this obligation. Employees may be subject to disciplinary action under this section if they fail to report for emergency or overtime duty after being ordered to do so.
- E. The City may require proof of workers' compensation coverage by the outside employer. An employee shall not drive any City owned vehicle to his outside employment, nor take any City owned equipment to said employment.
- F. Employees may not work at outside employment while on an unpaid leave of absence from the City, except with the authorization of the City Manager.
- G. Employees who are injured while working another job or jobs are required to notify the Department Director, or his designee, immediately.

Section 12. Refutation of Detrimental Material.

The Employer agrees that an employee shall have the right to include in his official personnel record a written and signed refutation (including signed witness statements) of any material the employee considers to be detrimental.

Section 13. Group Insurance and Carousel Benefit Plan.

- A. Health Insurance. The Employer shall provide health insurance selected by the Employer to include dependent coverage at the option of the employee. In the event that more than one (1) plan is offered, the Employer shall pay the individual premium cost for the lowest plan offered. To be eligible for employee insurance, an employee must be classified regular full-time working a regular schedule of a minimum forty (40) hours per week.
- B. Dependent Coverage. The employee shall have the choice of plans offered by the Employer and shall be responsible for the premium cost for dependent coverage not paid by the Employer.
- C. Life Insurance. The Employer will provide life insurance coverage for employees in the amount of one times the employee's annual base salary. This coverage will be in addition to any life insurance required by state law, if any, for a particular classification or group of employees.
- D. Retirees. Upon retirement under a City sponsored retirement plan, a retiree shall be allowed to continue participation in the City Group Medical Insurance Plan for himself and his dependents at his own cost under conditions acceptable to the City as to payment, subject to the terms of the Plan and applicable law.
- E. Carousel Benefits Program.

1. An employee may elect not to participate in the City Group Medical Insurance Plan upon proof acceptable to the City that the employee is covered by another health plan.
2. An employee wishing to opt out of the City Group Medical Insurance Plan shall complete the forms and supply proof of other coverage with the Personnel Office.
3. If approved by the City, the employee will be paid the same as other City employees who opt out in lieu of Group Medical Insurance coverage for those weeks he would have been covered by the City plan but for his opt out.
4. The employee may utilize the amount received as he wishes, including participating in voluntary benefit plans offered by the City.
5. It is the obligation of the employee to advise the City in writing immediately in the event the employee no longer has other Group Medical Insurance or the plan on which the City allowing the opt out has changed.
6. The City reserves the right to withdraw its approval of an employee's opt out at any time for failure to provide satisfactory proof of alternative coverage, and to change benefit options available to all City members.

- F. Dental Insurance. The Employer shall provide dental insurance for the employee only, selected by the Employer. Dependent coverage shall be at the option of the employee at the employee's expense. In the event more than one plan is offered, the Employer shall pay the employee premium cost of the lowest plan offered.

Section 14. Tuition Reimbursement.

Section 26 – Educational Incentives and Benefits – of the City PRR is attached hereto and incorporated herein as a part of Appendix II.

Section 15. Prohibition of On-Duty and Off-Duty Illegal Use of Drugs and Alcohol.

- A. PRR Section 25 is attached hereto and made a part hereof as part of Appendix II.
- B. An employee shall have the right to have a Union representative present at any meeting with management involving his possible violation of PRR Section 25 provided that no undue delay for testing is caused.

Section 16. Deferred Compensation.

Bargaining unit members will be allowed to participate in any Employer offered deferred compensation program pursuant to the Employer rules regarding bargaining unit member participation.

Section 17. Physical Exams – Post Offer.

The Employer will pay for any required post offer of employment physical examination.

Section 18. Hiring Above the Minimum of the Grade

In order to attract and retain qualified individuals, the City shall have the right to hire new employees higher than the base of the position's grade, not to exceed 15%, when deemed necessary based upon prior related experience. Non-mandatory guidelines for hiring above the base are as follows:

Less than two years applicable experience	base of the grade
2-3 years applicable experience	5% above base
4-7 years applicable experience	10% above base
8+ years of applicable experience	15% above base

Hiring an individual above the base of the grade is not guaranteed and all applicable credited years of experience must be approved by the City Manager.

ARTICLE 20
SAFETY

Section 1. General.

The Employer and the Union will cooperate in the continued objective of eliminating accidents and health hazards. The Employer shall continue to make reasonable provision for the safety and health of its employees during the hours of their employment. The Union will cooperate and encourage the employees to work in a safe manner.

Section 2. Employee Responsibility.

It shall be the responsibility of the individual employee to check all equipment which has been issued to the employee to assure it is in safe operating condition prior to use of operation. If assigned equipment is damaged, the employee shall report the condition of the equipment to the employee's supervisor.

Section 3. Committee Membership.

The Employer shall include four (4) Union representatives, selected by the Union, on the Safety Committee along with an equal number of management selected by the City Manager.

ARTICLE 21 SENIORITY-LAYOFF-RECALL

Section 1. City Seniority.

City seniority shall be understood to mean an employee's most recent date of employment or re-employment on a regular basis. City seniority shall be used for purposes of computing vacations, service awards and other matters based on length of service. In departments where there are shift assignments, the department will develop a system for shift selection. Seniority of the employees within the affected groups will be one of the criteria considered in making shift assignments. All new employees shall serve a probationary period, which is six (6) months, during which time they serve at the will and pleasure of the City.

Section 2. Classification Seniority.

Classification seniority shall be understood to mean length of time in classification on a regular basis. After successful completion of the probationary period, which is six (6) months, length of time in classification reverts to date of entry, transfer or promotion to present classification.

Section 3. Accrual.

Seniority will continue to accrue during all leaves of absence with pay. Unless otherwise required by law, seniority will not accrue during a leave of absence without pay for thirty (30) calendar days or more, which shall cause this date to be adjusted for an equivalent amount of time. Employees shall lose their city and classification seniority only as a result of the following:

- A. Voluntary termination
- B. Retirement
- C. Termination
- D. Layoff exceeding twelve (12) months
- E. Failure to report to the City intention of returning to work within three (3) business days of the employee's receipt of a recall notice or fourteen (14) calendar days from the date a recall notice is mailed to the employee's last address in his personnel file, whichever first occurs.
- F. Failure to return from military leave within the time limits prescribed by law

Section 4. Layoffs.

The Union will be notified prior to any reduction in force action. Probationary and temporary employees will be laid off first and shall not have recall rights. Employees will be laid off by classification within their department. The order of such layoffs shall be based on seniority with the least senior employees in the classification being laid off first provided that the following factors in the judgment of the City are substantially equal:

- A. Ability and qualifications to perform the work
- B. Performance evaluations
- C. Physical condition

In the event of the substantial inequality of these factors as between employees in the same classification, the employee with the higher values of a, b, c in the aggregate shall be retained.

Section 5. Bumping.

Employees who have held more than one (1) classification within a department will have the opportunity to bump the junior employee in a job classification previously held within the department as opposed to being laid off, providing that the employee is still qualified to hold the position and providing the previously held position still exists. If this movement requires a further reduction in force, the same shall be accomplished in accordance with Section 4 above and this Section.

Section 6. Recall Rights.

Employees in layoff status will have recall rights for a period of twelve (12) months and have preference to positions in their layoff classification or other classifications in which they are able to perform, over new applicants for the position.

Section 7. Order of Recall.

Recall will be in the reverse order of layoff provided that the employee remains qualified to hold the position.

Section 8. Seniority Lists.

For the purpose of layoff and recall, a list of classifications seniority shall be available to the Union listing the name and classification seniority of the employee.

Section 9. Resolution of Disputes.

The provisions of the Article shall be subject to the Grievance Procedures Articles.

Section 10. Permanent Layoffs.

In some cases, the City may utilize a layoff under circumstances where there is no reasonable expectation to return to work. Such layoffs will be designated permanent and the employees laid off shall not be eligible for recall.

- A. Full-time employees who have completed their initial probationary period and who are scheduled to be permanently laid off for lack of work, funds or other reasons where there is no fault on the part of the employee shall be eligible to receive severance pay as follows:
1. One (1) week of pay at their straight time hourly rate or salary, whichever applies, less statutory deductions, for each full year of service as an employee of St. Pete Beach, capped at twelve (12) weeks.
 2. The employee's last annual performance evaluation must be satisfactory or better and the employee must be on active duty not on leave of absence or suspension without pay.
 3. The employee must have unsuccessfully sought to bump, unless there is no job to which the employee may bump covered under this Agreement.
 4. The employee must execute a release of all claims, including the right to file a grievance under this Agreement, as well as any and all judicial and/or

administrative claims.

- B. Employees who have recall rights may elect to retain recall rights in lieu of severance pay as provided in this Section.

ARTICLE 22 APPOINTMENTS TO VACANT POSITIONS

Section 1. Basis for Appointments.

All appointments shall be made on the basis of City seniority, job experience, education and skills required for the position.

Section 2. Posting.

Job vacancies shall be posted ten (10) consecutive working days before being permanently filled. Job vacancies are those unfilled, existing or new positions listed as vacancies but are not position reclassifications which occur due to a change in classification, due to an increase or decrease in the assigned duties and responsibilities of a position or to correct inequities created by the reclassifications of a position.

Section 3. Demotions.

Demotions as position reclassifications are not considered as job vacancies and can be made without adhering to the ten (10) day posting provision. The Employer agrees to give notification of position reclassifications to the Union President prior to implementation.

Section 4. Applicants.

Any employee may, through the Personnel Office, make application for the vacancy. All applications for the vacancy, including those from individuals who are not present employees, will be considered for interview and testing.

Section 5. Preference.

Present employees and employees on layoff status shall be given preference in filling vacancies when all other factors are considered substantially equal by the Employer.

Section 5. Selection.

When choosing among present employees for the filling of vacancies or for lateral transfers within the bargaining unit, city seniority shall prevail when all other factors including past duties are substantially equal as determined by the Employer.

Section 6. Examinations.

Where examinations are given for promotion, the employee shall be given the results, upon request. Employees shall be released from duty without loss of pay while competing in promotional examinations that are scheduled during duty hours.

Section 7. Grievances.

The provisions of this Article shall be subject to the Grievance Procedure Article.

ARTICLE 23 HOURS OF WORK AND OVERTIME PAYMENTS

Section 1. General.

The provisions of this Article are intended to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at the overtime rate and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week or as limiting the right of the Employer to fix the number of hours of work (including overtime) either per day or week for such employee. Departmental management will establish the basic workweek and hours of work best suited to meet the needs of the department and to provide superior service to the community.

Section 2. Hours Worked.

- A. Work hours shall include all time an employee is required to be on duty or on the Employer's premises, or at a prescribed workplace, provided that time spent in attendance at educational courses, meetings or seminars shall not be considered work hours unless said educational time is mandatorily required by the Employer. Sick leave shall not be considered as hours worked nor be included in computation for overtime pay.
- B. The normal workday shall consist of eight (8) or ten (10) hours of work, exclusive of the lunch period, within a twenty-four (24) hour period. The Employer and the Union recognize that certain types of activities operating on a continuous basis (seven {7} days a week) require different treatment as to hours worked, and agree that in those instances, an eight (8) hour shift, including lunch period and breaks, may be allowed. Provided, however, that an employee who works more than forty (40) hours in any workweek shall receive overtime pay for hours in excess of forty (40) hours.
- C. The workweek shall consist of a period of seven (7) consecutive days. The normal workweek shall consist of forty (40) hours per week.

The workweek shall consist of seven (7) consecutive days, commencing on Monday at 12 o'clock midnight and ending the following Sunday at 11:59 p.m.

- D. Whenever practical, the Employer will schedule two (2) consecutive days off for the employee each week.

Section 3. Payroll Period.

Prior to any change in the payroll period, the City will notify the Union in writing and upon a proper written request received within fourteen (14) calendar days of receipt of the notice by the Union, negotiate over the change and the impact. Disputes shall be resolved pursuant to the impasse resolution procedure set forth in F.S. Chapter 447; provided, however, in the event of impasse, the parties hereby waive special master and agree to proceed directly to the City Commission for resolution of the dispute.

Section 4. Rest Periods and Meal Periods.

All employees shall be afforded, subject to call, one (1) unpaid thirty (30) minute meal period during the middle of the work shift. The supervisor may grant a short 15 minute break period as needed.

Section 5. Overtime.

- A. Overtime shall be considered to be hours worked by an employee in a classification eligible for overtime in excess of forty (40) hours in a week.
- B. Overtime shall be paid at the overtime rate of one and one-half (1½) times the employee's straight time hourly rate of pay.
- C. For purposes of overtime computation, only approved PTO, holidays, City mandated training/conference time, and actual hours worked ("labor hours") will be counted.
- D. It is the intent of the Employer to distribute overtime assignments among employees in a fair and equitable manner. Whenever practical, overtime will be assigned in advance on a voluntary basis to qualified employees.

If no qualified employee volunteers or if conditions do not permit, overtime will be assigned by supervision. Reasonable attempts will be made by supervisors not to perform work normally performed by members of the bargaining unit, however, the Union recognizes that a situation may arise that requires supervisors to perform work normally performed by members of the bargaining unit.

Section 6. Duplication.

There shall be no duplications or pyramiding in the computation of overtime or other premium wages and nothing in this Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours worked.

Section 7. Standby Time.

- A. In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule employees to standby duty. A standby duty assignment is made by a supervisor who requires an employee to be available for work due to an urgent situation on the employee's off-duty time, which may include nights, weekends or holidays. Employees shall not be assigned to standby duty, if excused in advance by management. It is the intent of the Employer to distribute standby assignments among employees in a fair and equitable manner. Whenever practical, standby will be assigned in advance on a voluntary basis to qualified employees. If no qualified employee volunteers or if conditions do not permit, standby will be assigned by supervision.
- B. Employees assigned to standby duty by their supervisor are guaranteed standby pay of three (3) hours pay at their regular straight time rate for each twenty-four (24) hours increment or less of standby time assigned and scheduled. The three (3) hours of standby pay shall not count as hours worked for the purpose of computing overtime pay.
- C. Employees while on standby duty who are called and report to work will, in addition to the standby pay of three (3) hours, be paid for the actual time worked.

Section 8. Call Back.

- A. Any employee who is off duty and required to return to work on an unscheduled basis

shall be eligible for call back pay.

- B. Any employee who is called back to work shall be paid a minimum of three (3) hours at overtime rate regardless of hours worked in that pay week.
- C. Any employee required to continue working after completion of the employee's regular scheduled shift shall be ineligible for call back pay but eligible for compensation at the overtime rate of pay.
- D. Any employee who is called back to work and whose call in period extends into the start of the employee's regular work period shall be ineligible for call back pay but eligible for compensation at the overtime rate of pay.
- E. An employee who is called back twenty (20) minutes prior to or twenty (20) minutes after the regularly scheduled work period shall not receive call back pay but shall be eligible for the overtime pay from the start/end of the regular work period to the start/end of the call back work period.
- F. An employee shall not receive call back pay for more than two (2) occurrences in a twenty-four (24) hour period. If the employee is called back to work more than two (2) times in a twenty-four (24) hour period, the employee shall be paid for the actual time worked from the beginning of working the first call back period to the end of working the last call back period.

Section 9. Changes in Work Schedules.

If there is any change in the work schedule of an employee, the Employer will notify the employee as far in advance of the work schedule change as possible, but not less than forty-eight (48) hours.

Section 10. Hurricane Pay.

The Employer agrees that should an employee be required to be in attendance during an emergency, such as a hurricane evacuation, all non-exempt employees shall be paid for every hour in attendance during an emergency condition. Any non-exempt employee, whose attendance during an emergency condition exceeds the normal weekly work hours, whether or not the employee is actually working, shall be paid time and one-half (1½) for each hour in attendance. Those employees who are not required to be in attendance during the emergency condition shall continue to receive normal pay even though the emergency condition prevents the employee from being in attendance at their work stations. The Union agrees that an emergency, such as a hurricane, may necessitate the use of unusual work schedules, such as twelve (12) hours on-duty and twelve (12) hours off-duty.

Section 11. Compensatory Time

Compensatory time may be taken in lieu of overtime pay or holiday pay. Compensatory time may be accrued to a maximum of forty (40) hours. Compensatory time will be scheduled by mutual agreement between the employee and the Department Director. At the end of the fiscal year, unused compensatory time will be paid to the employee. Unused hours will not be carried over into the next fiscal year.

ARTICLE 24 PAY PLAN

Section 1. Wages.

- A. Effective October 1, 2015, employees covered by this agreement shall be paid in accordance with the Pay Plan attached as Appendix III. Employees covered by this agreement shall be eligible to receive a 3.0% merit increase based upon performance as outlined in Section 3 below on October 1, 2015.
- B. For the fiscal year beginning October 1, 2015 employees who are at the top of the pay scale will receive a lump sum bonus of 3% of their base annual salary upon receiving a satisfactory rating.
- C. The City will conduct a pay and classification study prior to October 1, 2016
- D. Prior to October 1, 2016 and after completion of the pay and classification study the City and the Union will reopen this Article 24 for renegotiation of the final two years of the pay plan.

Section 2. Status Quo.

No wage increases shall be granted after September 30, 2018, absent a ratified successor Agreement unless the parties voluntarily and mutually agree otherwise.

Section 3. Progression.

- A. The City shall complete a performance evaluation for each member annually on or before October 1st. In the first year of the contract a satisfactory annual performance rating shall determine the member's eligibility for a merit increase. Progression in the pay plan for the second and third year of the contract will be determined during negotiations after the pay and classification study is complete. If the employee feels he/she has received an unfair review and merit increase, they may appeal the evaluation by following the steps as outlined in Article 9 of this contract.

Section 4. Pay Upon Promotion.

An employee who is promoted to a position in a higher grade shall receive an increase in pay. The employee's hourly rate will increase by five percent (5%) or to the maximum of the new classification grade, whichever is lower.

Section 5. Lateral Transfer.

An employee who receives a lateral transfer to a new position at the same grade level shall not be eligible for an increase in pay. The lateral transfer shall not affect the anniversary date in classification.

Section 6. Pay Upon Demotion.

An employee who is demoted to a position in a lower grade shall receive a decrease in pay. The

employee's hourly rate will be decreased by five percent (5%) or to the minimum of the new classification grade, whichever is higher. Progression of the employee in the Pay Plan shall continue in accordance with Section 2 above on the individual employee's anniversary date in new classification.

Section 7. Reclassification.

A. The City's current reclassification policy is as follows:

“When work performed on a particular job substantially changes, through design or evolution, the position shall be reclassified through the Point Factor Evaluation System. Reclassification can result in a promotion to a higher pay grade, a demotion to a lower pay grade or no change to the pay grade.”

- B. When a position is reclassified to a higher or lower grade, the employee's anniversary date for merit increase shall remain unchanged.
- C. When a position is reclassified to the same grade, the employee shall not be eligible for a change in pay, but shall be permitted to receive merit pay increases to the maximum of the grade. The employee's anniversary date for merit increase shall remain unchanged.
- D. All reclassifications shall be approved by the City Manager.
- E. The Employer and the Union endorse the concept of classification audits performed periodically by Human Resources. The Union may request classification audits to be completed by Human Resources.

Section 8. Economic Reopener

In the event there is a change in the means of calculating or 10% or more reduction in the amount of revenue received or to be received (1) from the State of Florida, or (2) from any other source, including but not limited to from sales, ad valorem, gasoline, cigarette, property, alcohol or any other taxes, the City shall have the right to reopen any or all of the economic items or benefits covered by this Agreement by notifying the Union in writing within 45 days of receiving notice of the change. Upon receipt of said notice from the City, if the City does not reopen all economic items covered by the Agreement, the Union within 15 days of receipt of the notice from the City may elect to reopen any other Articles and/or Sections of this Agreement covering any economic items or benefits not reopened by the City. Should the parties be unable to reach an agreement, the dispute will be resolved pursuant to the impasse procedure of Florida Statutes Chapter 447.

ARTICLE 25
ENTIRE AGREEMENT

Section 1.

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively, with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. This Agreement contains the entire contract, understanding, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

Section 2.

Negotiations may be reopened during the life of the contract by written mutual agreement.

ARTICLE 26
INTENT AND SAVINGS CLAUSE

Section 1.

If any Article or Section of the Agreement should be found invalid, unlawful or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, then all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement. Both the City of St. Pete Beach and the Communications Workers of America believe, and intend, that all provisions relating to pay, overtime pay, holiday pay, bonus pay and time worked, are in full compliance with the Fair Labor Standards Act as administered by the Wage and Hour Division of the U.S. Department of Labor. All parties to this Agreement for themselves and the bargaining unit agree that in the interpretation of this collective bargaining agreement, the greatest weight shall be given towards an interpretation which results in compliance with all applicable wage and hour provisions.

Section 2.

In the event of the invalidation of any Article or Sections of this Agreement, then the Employer and the Union agree to meet within thirty (30) days of such determination for the replacement of such Article or Section.

ARTICLE 27
DURATION OF CONTRACT

Section 1.

All sections of this Agreement shall be effective as of October 1, 2015 and shall remain in full force and effect until September 30, 2018.

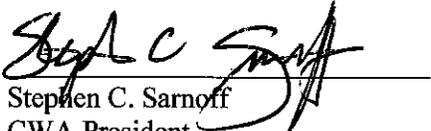
Section 2.

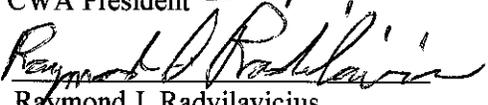
Should either party desire to terminate, change or modify this Agreement or any portion thereof, it shall notify the other party in writing of its intent before the first of April 2018. All other articles shall remain in full force and effect.

By: 
Maria Lowe
Mayor

By: 
Wayne Saunders
City Manager

Date: 9/22/2015

By: 
Stephen C. Sarnoff
CWA President

By: 
Raymond J. Radvilavicius
CWA Representative

Date: 9/23/2015

APPENDIX I
CWA PERSONNEL CLASSIFICATIONS

<u>Position</u>	<u>Grade</u>
Library Page	104
Recreation Aide I	104
Recreation Aide II	105
Library Assistant I	107
Receptionist/Office Assistant	107
Recreation Assistant	107
Seasonal Lifeguard	108
Parking Enforcement Officer	108
Community Service Officer	109
Public Properties Maintenance Worker I	109
Utilities Maintenance Worker I	109
Secretary	109
Library Assistant II	110
Public Properties Maintenance Worker II	111
Head Lifeguard	111
Recording Secretary	112
Utilities Maintenance Worker II	112
Zoning Tech II	112
Public Proprieties Maintenance Worker III	113
Meter Maintenance Supervisor	113
Finance Technician I	114
Utilities Maintenance Worker III	114
Recreation Marketing and Rental Leader	114
Finance Technician II	115
Librarian	115
Code Enforcement Officer	115
Crew Chief	117

APPENDIX II

SECTION 25 DRUG-FREE WORKPLACE AND ALCOHOL POLICY

25.01 Policy

The City's Drug-Free Workplace Policy is aimed at insuring "0" tolerance to illegal drugs at all times and its Alcohol-Free Policy to "0" tolerance under circumstances that affect or might affect the safety and well being of employees, citizens and others, or the effective operation of City business. In addition, all employees required to have a commercial driver's license (CDL) under Chapter 49 CFR Part 383 are subject to controlled substance and alcohol testing rules established by the Federal Highway Administration (FHWA) under the Omnibus Transportation Employee Testing Act of 1991 (revised February 1994), in accordance with 49 CFR, Parts 40, 383, 392, 4, and 392.5 regulatory penalties for infractions are in addition to disciplinary action including termination of employment.

25.02 Prohibitions

- A. Illegal Controlled Substances. The City prohibits the use, distribution, possession, manufacture, cultivation, sale or attempt to sell or distribute illegal controlled substances at any time whether on or off duty, whether on or off City property. Illegal controlled substances are defined by applicable state and federal laws.
- B. Alcohol Abuse. Employees of the City are prohibited from using or possessing alcohol while on duty; while on City premises; while driving a City vehicle, operating a piece of City equipment, or being transported in City vehicles at any time; reporting to work under the influence of alcohol; or, from otherwise using alcohol in a manner at any time which adversely affects the business interests of the City.

25.03 Use of Legal Drugs

The use of legal drugs, that is drugs prescribed by licensed physicians for a specific medical purpose, is often necessary. However, such drugs can and often do have a direct impact on the vigilance, judgment and/or coordination of the employee and adversely affect the employee's job performance and the employee's ability to work in a safe and efficient manner. This is particularly true in safety-sensitive assignments involving the operation of motor vehicles and other moving equipment. Therefore, an employee for whom a licensed physician or dentist prescribes a controlled substance, must advise the supervisor immediately in order that an evaluation can be made on the impact, if any, on the safe and efficient operation of the City.

25.04 Testing

- A. Substances Tested For: Employees will be subject to drug testing for the detection of the following illegal drugs/drug groups, as well as others that may from time to time be declared illegal by state or federal law:
 - 1. Amphetamines
 - 2. Barbiturates
 - 3. Benzodiazepines
 - 4. Cannabinoids (marijuana)
 - 5. Cocaine

6. Methodone
7. Methaqualone
8. Opiates (heroin, morphine, codeine)
9. Phencyclidine (pcp)
10. Propoxyphene

B. Testing for Illegal Controlled Substances – Classes of Employees/Circumstances.
Subject to applicable law:

1. Employees in special risk and safety sensitive positions.

- a. Special risk and safety sensitive employees include all employees in all classifications of requiring a CDL license, and all police officers authorized to carry a weapon, firefighter EMTs and firefighter Paramedics regardless of their rank. Other employees who are considered special risk or safety sensitive shall be notified of said status in writing.
- b. Applicants and employees are subject to testing on the same basis as other employees under Section 25.04(B)(2). Except to reasonable suspicion is required for testing such employees for illegal controlled substances for:
 - (1) When involved in any accident involving any personal injury that results in a worker's compensation claim or serious damage to property occurs.
 - (2) As otherwise allowed or required by law, provided unless required by law, there shall be no random drug testing except in conjunction with rehabilitation under Section 25.08.

2. Non-Safety Sensitive/Special Risk Employees.

- a. All job applicants shall be subject to pre-employment drug testing as a prerequisite to employment with the City. It is the obligation of the job applicant to notify the approved testing facility of any controlled substances prescribed for the job applicant by a physician or dentist.
- b. When an employee is involved at any time directly in an equipment or vehicular work-related accident, any accident on-the-job, or in any unsafe and/or negligent maintenance or operation of the City's equipment or vehicles at any time where in the opinion of the City Manager the employee was at fault or the employee's conduct contributed to the accident and there is reasonable suspicion to believe the employee was in violation of Section 25.02(A) or (B).
- c. When reasonable suspicion exists to believe the employee is using drugs or alcohol in violation of this policy. Reasonable suspicion is a belief by two (2) or more supervisors or managers that an employee is using or has used drugs or alcohol in violation of this policy drawn from specific objective and articulable facts and reasonable inferences drawn from

those facts in light of experience. Among other things, such facts and inferences may be based upon:

- (1) Observable phenomena while at work, such as direct observation of drug use or of physical symptoms or manifestation of being under the influence of a drug or alcohol;
- (2) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance;
- (3) A report of drug use;
- (4) Evidence that an individual has tampered with a drug test during his employment with the City;
- (5) Information that an employee has caused, contributed to, or been involved in an accident while at work;
- (6) Evidence that an employee has used, possessed, manufactured, cultivated, sold, solicited or transferred drugs;
- (7) Frequent absences from work without a satisfactory explanation.

C. Employee Rights – When testing to determine the presence of illegal controlled substances under subparagraphs (1) and (2) above:

1. Employees and job applicants have the right to consult with the testing laboratory for technical information regarding prescription and non-prescription medications. The name, address and telephone number of the testing laboratory will be provided to the employee or job applicant upon request.
2. All test results will be kept confidential and will only be provided to managerial employees on a need-to-know basis.
3. For tests under Section 25.04(B)(1)(b)(1) and (2), Employer shall meet with and inform an employee that, in the opinion of the Employer, there is a basis for reasonable suspicion and of the Employer's intention to schedule a drug or alcohol screen or test. At said meeting, the Employer shall consider the comments of the employee regarding the matter and shall then make a final determination of whether to proceed and require the screen or test.
4. Employee may upon his request have a representative present at said meeting, however, the meeting shall not be delayed because the employee wishes to have a specific representative present. If it is determined by the Employer that a drug or alcohol screen or test will be required, the employee shall be immediately escorted to the appropriate facility for the test. Refusal by the employee to submit to said test may be grounds for disciplinary action, including termination of employment.
5. If the employee is in a collective bargaining unit, the representative in subparagraph (4) above may be a Union representative.

6. Procedures for testing for the presence of illegal controlled substances shall be conducted consistent with the provisions of *Florida Statute* 440.102(5)(a) through (o) and (6) for alcohol, a positive result is 0.02, or greater. For drugs, a positive result is in accordance with the detection levels established by HRS guidelines.
7. The common and chemical names of the substances identified in Subsection A above, a copy of *Florida Statute* 440.102(5) and (6) and a list of local drug rehabilitation programs is available from Human Resources.

25.05 Reporting And Conviction Of Alleged Crimes Including Drugs Or Alcohol

- A. All employees must report to their supervisor any arrest, indictment or conviction of a drug or alcohol related violation or alleged violation of law not later than the next work day after they become aware of it. Failure to so report may result in immediate termination.
- B. Upon conviction of a crime involving illegal drugs, the employee will be immediately terminated.
- C. Without regard to prosecution or conviction by appropriate governmental entities, the City may, at its option, conduct its own independent investigation to determine whether or not there has been a violation of the City's drug and/or alcohol policy. If, in the opinion of the City, it believes a violation has occurred, it will take whatever disciplinary action it deems appropriate regardless of the ultimate outcome or any criminal case that may be brought against the employee.

25.06 Discipline For Violation Of Policy

Employees who violate this policy or who are directed to take a physical examination, blood, breathalyzer, urinalysis or other test allowed by law, and refuse or fail to do so when and as directed; or who, after having taken such examination and/or test are determined to have utilized illegal controlled substance at any time or to have violated the City's Alcohol Abuse Policy, shall be subject to immediate termination; provided, however; if the presence of an illegal controlled substance is established as a result of the test, the employee or job applicant may, within five (5) working days of receipt of written notification of a positive result, request an opportunity to explain the result to the City and/ or the medical review officer.

25.07 Employee Injured On The Job

Any employee injured on the job who refuses to submit to a drug test, or has a positive confirmation test, in addition to other provision of the policy, may forfeit his eligibility for all workers' compensation medical and indemnity benefits depending on applicable law.

25.08 Employee Assistance Program

The City has an employee assistance program (EAP) with one of its missions being to assist employees who voluntarily report drug or alcohol related problems, which have not yet adversely affected their job or City operations. The City may require any employee in violation of this policy, whether he voluntarily reports his problem or not, to participate in the EAP or other medical and rehabilitative assistance programs as a condition for continued employment. For further information regarding the EAP, contact

Human Resources.

- A. Employees Who Voluntarily Ask For Help. Employees with drug or alcohol related problems who wish assistance through the EAP may contact the EAP provider on a confidential basis or through Human Resources. If the request is made through Human Resources, City referrals will be made only upon execution by the employee of a release to the EAP provider to keep Human Resources advised as to the employee's attendance and progress in the rehabilitation program. If the employee has a satisfactory performance record and is otherwise qualified to perform his job, the City may grant the employee an unpaid leave of absence for a period determined by the City to participate in a City approved treatment or rehabilitative program. Such a leave will be granted only one (1) time. This employee will be responsible for all expenses resulting from the treatment or program to the extent they are not covered by insurance.
- B. Other Employees. In the event the City discovers a violation of this drug or alcohol policy, or an alcohol-related problem that adversely affects or may adversely affect the employee's performance or the City business, the City may proceed to discipline the employee up to and including discharge, or at its option, require the employee to undergo approved medical or rehabilitative assistance. The City may grant the employee leave with or without pay to participate in a rehabilitation program, including referral to the City EAP program. Such leave may be granted only one (1) time. Allowing of rehabilitation under the City EAP program will be conditioned on the execution of a consent by the employee to allow the EAP provider, or persons providing medical or rehabilitative assistance to keep Human Resources advised of the employee's attendance and the success of the rehabilitation. The employee will be responsible for all expenses resulting from the treatment or rehabilitation to the extent they are not covered by insurance.
- C. Return To Work. Employees who are granted a leave of absence under paragraph A or B above must successfully complete all EAP, medical and other rehabilitative requirements established by the City within a reasonable amount of time. A successfully rehabilitated employee who has been granted a leave of absence under A above shall be returned to his former job provided he successfully completed rehabilitation within the period of his leave. Employees who successfully complete rehabilitation under B above within the period of his leave will be returned to his former job if vacant, but if not to any vacancy which the City considers him qualified to perform, if any, and if there is none he shall be terminated.
- D. Re-testing. Employees allowed to return to work from an illegal controlled substance problem shall be subject to re-testing any time without notice and must submit to such test as and when directed by the City for one (1) year after they have been free of illegal drugs as determined by the City, or its designee.

25.09 Reporting Violation Of The Policy

- A. Reporting Violations. It is the obligation of every employee of the City to report violations of the City's drug and alcohol abuse policies. Failure to report may subject employees to discipline up to and including discharge.
- B. Good Faith Reports. Any employee who in good faith, based upon reasonable suspicion or observation, reports an alleged violation of these policies, or any supervisory or

managerial employee who investigates or take action in good faith based on reasonable suspicion or observation shall not be harassed, retaliated against, or discriminated against in any manner for making reports, participating in the investigation or because of any reasonable action he takes as a result of the investigation.

- C. Bad Faith Claims. Any knowingly false reporting of a violation of the policies set forth herein shall subject the employee to immediate termination.

25.10 Coordination With Administrative Services

All action taken by members of management under this Section 25 must be coordinated through Human Resources to ensure compliance with all applicable laws.

SECTION 26
EDUCATIONAL INCENTIVES AND BENEFITS

This program will only apply if it is funded through the budget process.

26.01 Tuition

The City may authorize payment for tuition for courses it considers will be helpful to successful completion of the mission of the City subject to budgetary constraints as follows:

- A. The City Manager, or his designee, shall determine if the course or curriculum is related to the employee's job or contributes to the long range value of the employee to the City.
- B. If the course is reimbursable through some other source, then provisions of the City's education tuition payment plan shall not apply.
- C. Based on budgetary constraints, the City Commission shall budget a set annual amount for tuition reimbursement. Once that amount is dispersed, no other reimbursement requests will be approved.

26.02 Eligibility

- A. Fulltime employment with the City at least one (1) year, unless the City Manager grants an exception.
- B. The educational training can be at the post high school or adult educational levels.
- C. No more than two (2) courses per quarter or semester (or equivalent period of time) may be taken.
- D. No employee will be reimbursed for more than six (6) classes in a calendar year unless previously approved by the City Manager.

26.03 Requests And Payment

- A. The employee must request to their Director, in writing prior to new fiscal budgets being finalized, by submitting an application to their Director with a school schedule attached prior to enrollment. In order to process the request in a timely manner, employees should make every effort to request necessary funding as soon as school schedules are released. Failure to obtain approval in advance may result in requests for reimbursement being denied.
- B. Employees are encouraged to attend any accredited technical or trade school, Florida college or university; however, tuition reimbursement shall be paid at the public college or university tuition rate (see application). Correspondence schools will not be considered for tuition reimbursement. Employees shall not be reimbursed for mileage or personal expenses unless they are required by the City Manager, or his designee, to take the course.
- C. The employee shall submit to the Personnel Office the final grade, certification, or degree (if

applicable) and paid receipts in order to receive reimbursement.

26.04 Repayment By The Employee

The employee who receives any funds under this program shall be required to work for the City for at least one (1) year, or longer depending on applicable law or departmental policy, from date money is received, or shall reimburse the City for every dollar received upon termination. The City reserves the right to withhold the money owed from any final paycheck upon separation subject only to applicable law. The City Manager may excuse repayment in whole or in part for circumstances he determines to be extenuating and justifiable.

26.05 Schedules

The City will attempt to rearrange work schedules for classes if it does not interrupt the normal workflow.

26.06 Incentive Pay

When the state or other governmental agency mandates additional pay for a class of employees and funds or reimburses the City for same, the City will provide the incentive pay to those employees who meet and maintain the qualifications to receive the incentive pay. Department Directors are required to advise the Personnel Office of employees in their Department who are eligible for such pay.

Appendix III – Pay Plan

<u>Position</u>	<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
Library Clerk	104	\$20,623.20	\$31,185.44
Recreation Aide I	104	\$20,623.20	\$31,185.44
Recreation Aide II	105	\$21,654.88	\$32,755.84
Library Assistant I	107	\$23,874.24	\$36,125.44
Receptionist/Office Assistant	107	\$23,874.24	\$36,125.44
Recreation Assistant	107	\$23,874.24	\$36,125.44
Seasonal Lifeguard	108	\$25,068.16	\$37,924.64
Community Service Officer	109	\$26,322.40	\$39,821.60
Public Properties Maintenance Worker I	109	\$26,322.40	\$39,821.60
Utilities Maintenance Worker I	109	\$26,322.40	\$39,821.60
Secretary	109	\$26,322.40	\$39,821.60
Library Assistant II	110	\$27,639.04	\$41,799.68
Public Properties Maintenance Worker II	111	\$29,020.16	\$43,902.56
Head Lifeguard	111	\$29,020.16	\$43,902.56
Recording Secretary	112	\$30,469.92	\$46,080.32
Utilities Maintenance Worker II	112	\$30,469.92	\$46,080.32
Zoning Tech II	112	\$30,469.92	\$46,080.32
Public Properties Maintenance Worker III	113	\$31,994.56	\$48,384.96
Meter Maintenance Supervisor	113	\$31,994.56	\$48,384.96
Finance Technician I	114	\$33,594.08	\$50,816.48
Utilities Maintenance Worker III	114	\$33,594.08	\$50,816.48
Recreation Marketing and Rental Leader	114	\$33,594.08	\$50,816.48
Finance Technician II	115	\$35,274.72	\$53,349.92
Librarian I	115	\$35,274.72	\$53,349.92
Code Enforcement Officer	115	\$35,274.72	\$53,349.92
Crew Chief	117	\$38,889.76	\$58,824.48