



AGREEMENT BETWEEN

THE CITY OF ST. PETE BEACH

AND

THE COMMUNICATION WORKERS
OF AMERICA



October 1, 2018 through September 30, 2021

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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 (CWA), 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 (PERC) 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 I 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, Florida Statutes.

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 the State of Florida Public Employees Labor Relations Act (PELRA), 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 Section 447.209, Florida Statutes, 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 Chapter 447, Florida Statutes.

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 State 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 catastrophic leave, holiday leave and Paid Time Off (PTO) 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 PELRA 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 bargaining 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 union business leave shall be considered as absence without leave. 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.

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 Human Resources Office (HR) 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 HR as to the amount of dues to be deducted from a member's salary on a monthly basis. Such notification will be certified to HR in writing over the signature of an authorized officer of the Union. Changes in Union dues will be similarly certified to HR 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 provided 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. Available and Existing Documents to be Supplied.

Available and existing documents pertaining to any/all bargaining unit members shall be provided at no cost, upon request, to the Union President and/or designee. This information shall include job title, union membership status, mailing address, contact phone number(s), and/or any other information considered part of the public record as defined by Florida statutes as public record as requested.

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 one (1) Union steward for each department with union positions .

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 Chapter 447, Florida Statutes.

Section 4. Literature.

The Union shall not distribute literature in violation of section 447.509(1)(B), Florida Statutes.

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 up to and including termination.

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 Personnel Rules and Regulations (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 15 business 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 is 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 fifteen (15) business 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 fifteen (15) business days of receipt of the written grievance, to discuss and seek a solution to the grievance. Within fifteen (15) business 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 fifteen (15) business days after receipt of the immediate supervisor's written answer.

Within fifteen (15) business 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 fifteen (15) business 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 fifteen (15) business 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 fifteen (15) business days of receipt of the written appeal to discuss and seek a resolution of the grievance. Within fifteen (15) business 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 offenses 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. Formal Investigations

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 Department Director, in consultation with HR, 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 HR or designee.

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 PTO 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 PTO 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 employees pay for his normally scheduled working day, 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 PTO shall be allowed to reinstate PTO 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 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. 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

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

- A. Vacation
- B. Sick
- C. To supplement FMLA 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.

Section 4. Accrual

- A. Full-time employees shall accrue PTO leave each payroll as shown below.

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

- 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.

Section 5. Approval

- A. In order to ensure effective operational scheduling, PTO should be requested as far in advance as possible unless the failure to make a timely request is approved by the Department Director because the Director determined it was unreasonable to make a timely request.
- B. In the case of an unforeseen situation requiring unscheduled PTO, the employee must advise his/her supervisor or Department Director as soon as possible.

Section 6. Charging time

PTO time will be charged as requested and approved through the employee's time clock entries.

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 Offenses) shall not be entitled to be paid unused PTO hours at the time of separation.

Section 9. 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.
- B. 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
CATASTROPHIC LEAVE

Section 1. Catastrophic Leave Accrual and Conditions.

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

Section 2. Charging.

In computing catastrophic leave taken, employees shall be charged one (1) hour catastrophic 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.

Catastrophic 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 catastrophic leave time effective with this contract.

Section 4. Catastrophic Leave Payout.

Catastrophic 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
Dr. Martin Luther King Jr. 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 his/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 through the approved request process 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 four hours of 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 Leave Without Pay on Insurance Coverage.

- A. If an employee is on an unpaid leave as described in Section 1A other than FMLA leave they shall be responsible to pay the full premium for group life and medical, dental and vision 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.
- B. An employee whose PTO balance reaches zero (0) and is charged leave without pay will be responsible to pay the corresponding value of the City's medical and dental premium for that

portion of time. (Example: an employee who uses 40 hours leave without pay during a pay period would owe 1/4th of the City's premium for medical and dental insurance that month) The amount owed will be calculated at the end of each Fiscal Year or at the end of employment with the City, whichever comes first, and deducted from the employees' paycheck.

1. Repeated instances of using leave without pay may result in discipline, up to and including termination.

ARTICLE 19
MISCELLANEOUS GENERAL PROVISIONS

Section 1. Prevailing Rights.

- A. Employees covered by this Agreement are entitled to the benefits, rights of, and subject to the responsibilities of the PRR 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 PRR, 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 PRR, 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. An 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. Catastrophic leave and PTO 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, unless placed on leave without pay status.

- 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 unused sick and PTO to the extent necessary to cover the reimbursement. To the extent not fully reimbursed, the Employer may collect by any means allowed by law.
- F. 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.

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.

Section 6. Maternity Leave.

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.

Section 7. Uniforms.

- A. Employees supplied uniforms by the City are required to wear uniforms in the performance of their job and shall report in a clean full uniform on each day worked. Uniforms must 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

Department 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 residence.
- H. The employee shall be responsible for all laundering and minor repairs.
- I. 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.
- J. Subject to budget availability, the City agrees to provide cotton blend uniforms of at least 35% cotton to employees who are required to wear uniforms. Polyester or polyester blend uniforms that are designed to provide cooling properties may also be provided.

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 and City Manager.
- C. Employees who engage in secondary employment shall do so only with approval of the City Manager 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. During declared emergencies all employees are expected to be available to report for duty at all hours. No secondary employment may interfere with this responsibility. 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 health insurance, an employee must work a regular schedule of a minimum thirty (30) 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. To be eligible for employee life insurance, an employee must work a regular full-time schedule of a minimum forty (40) hours per week. This coverage will be in addition to any life insurance required by state law, if any, for a particular position 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 HR.
 - 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 said 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.

- 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.

Tuition reimbursement shall be in accordance the PRR, as adopted or amended in the future.

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

Prohibition of On-Duty and Off-Duty Illegal Use of Drugs and Alcohol shall be in accordance with the PRR, as adopted or amended in the future.

An employee shall have the right to have a Union representative present at any meeting with management involving his possible violation of the prohibition of On-Duty and Off-Duty Illegal Use of Drugs and Alcohol Section of the PRR 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 at a rate of pay higher than the base subject to the City Manager's approval.

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 Responsibilities

The purpose of the Safety Committee will be to review safety procedures for each department, update as necessary and review recent incidents and recommend actions to the City Administration to prevent future injuries and illnesses.

Section 4. Committee Membership

The Committee will have at least one representative from each Department as approved by the Department Director.

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. Position Seniority.

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

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 position 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 position within their department. The order of such layoffs shall be based on seniority with the least senior employees in the position 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 position, 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) position within a department will have the opportunity to bump the junior employee in a position 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 position or other positions 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 positions seniority shall be available to the Union listing the name and position seniority of the employee.

Section 9. 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 position, 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 HR, 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 6. 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 7. 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.

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. Unscheduled PTO 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 position 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 scheduled 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.
- D. Employees while on standby duty who are called and do not report to work will, in addition to not receiving standby pay of three (3) hours, be subject to disciplinary action up to and including termination.

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. Emergency 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 if the emergency condition prevents the employee from being in attendance at their workstations. 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 elected in lieu of overtime 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, 2018, 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, 2018. Employees covered by this agreement shall be eligible to receive a 2.50% merit increase based upon performance outlined in Section 3 below on October 1, 2019. 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, 2020.
- B. For the fiscal year beginning October 1, 2018 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. For the fiscal year beginning October 1, 2019 employees who are at the top of the pay scale will receive a lump sum bonus of 2.50% of their base annual salary upon receiving a satisfactory rating. For the fiscal year beginning October 1, 2020, employees who are at the top of the pay scale will receive a lump sum bonus of 3% of their base salary upon receiving a satisfactory rating.

Section 2. Status Quo.

No wage increases shall be granted after September 30, 2021, absent a ratified successor Agreement.

Section 3. Progression.

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. 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 3.

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 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, 2018 and shall remain in full force and effect until September 30, 2021.

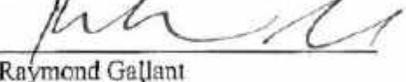
Section 2.

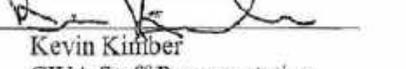
Should either party desire to terminate, change or modify this Agreement or any portion thereof, it shall notify the other party in writing of its intent before the first of April 2021. All other articles shall remain in full force and effect.

By: 
Al Johnson
Mayor

By: 
Alex Rey
City Manager

By: 
Ron Rice
CWA President

By: 
Raymond Gallant
CWA Vice President

By: 
Kevin Kimber
CWA Staff Representative
District 3

Date: 9/13/19

Date: 8/19/2019

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**APPENDIX I
CWA PERSONNEL POSITIONS**

<u>Position</u>	<u>Grade</u>
Library Clerk	104
Recreation Aide I	104
Recreation Aide II	105
Code Enforcement Clerk	105
Library Assistant I	107
Receptionist/Office Assistant	107
Recreation Assistant	107
Seasonal Lifeguard	108
Parking Enforcement Officer	108
Beach Maintenance Worker I	109
Parks Maintenance Worker I	109
Streets Maintenance Worker I	109
Facilities Maintenance Worker I	109
Sanitary Sewer Maintenance Worker I	109
Stormwater Maintenance Worker I	109
Utilities Maintenance Worker I	109
Recreation Leader I	109
Secretary	109
Library Assistant II	110
Beach Maintenance Worker II	111
Parks Maintenance Worker II	111
Streets Maintenance Worker II	111
Facilities Maintenance Worker II	111
Head Lifeguard	111
Recording Secretary	112
Permit Tech II	112
Utilities Maintenance Worker II	112
Stormwater Maintenance Worker II	112
Sanitary Sewer Maintenance Worker II	112
Zoning Tech II	112
Beach Maintenance Worker III	113
Parks Maintenance Worker III	113
Streets Maintenance Worker III	113
Facilities Maintenance Worker III	113
Meter Maintenance Supervisor	113
Finance Technician I	114
Recreation Leader II	114
Utilities Maintenance Worker III	114
Stormwater Maintenance Worker III	114
Sanitary Sewer Maintenance Worker III	114
Finance Technician II	115
Librarian	115
Code Enforcement Officer	115
City Mechanic	116
Crew Chief	117

Appendix II – 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
Code Enforcement Clerk	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
Parking Enforcement Officer	108	\$25,068.16	\$37,924.64
Seasonal Lifeguard	108	\$25,068.16	\$37,924.64
Beach Maintenance Worker I	109	\$26,322.40	\$39,821.60
Parks Maintenance Worker I	109	\$26,322.40	\$39,821.60
Streets Maintenance Worker I	109	\$26,322.40	\$39,821.60
Facilities Maintenance Worker I	109	\$26,322.40	\$39,821.60
Sanitary Sewer Maintenance Worker I	109	\$26,322.40	\$39,821.60
Stormwater 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
Recreation Leader I	109	\$26,322.40	\$39,821.60
Library Assistant II	110	\$27,639.04	\$41,799.68
Beach Maintenance Worker II	111	\$29,020.16	\$43,902.56
Parks Maintenance Worker II	111	\$29,020.16	\$43,902.56
Streets Maintenance Worker II	111	\$29,020.16	\$43,902.56
Facilities Maintenance Worker II	111	\$29,020.16	\$43,902.56
Permit Tech II	112	\$30,469.92	\$46,080.32
Utilities Maintenance Worker II	112	\$30,469.92	\$46,080.32
Sanitary Sewer Maintenance Worker II	112	\$30,469.92	\$46,080.32
Stormwater Maintenance Worker II	112	\$30,469.92	\$46,080.32
Zoning Tech II	112	\$30,469.92	\$46,080.32
Beach Maintenance Worker III	113	\$31,994.56	\$48,384.96
Parks Maintenance Worker III	113	\$31,994.56	\$48,384.96
Streets Maintenance Worker III	113	\$31,994.56	\$48,384.96
Facilities Maintenance Worker II	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
Recreation Leader II	114	\$33,594.08	\$50,816.48
Utilities Maintenance Worker III	114	\$33,594.08	\$50,816.48
Sanitary Sewer Maintenance Worker III	114	\$33,594.08	\$50,816.48
Stormwater Maintenance Worker III	114	\$33,594.08	\$50,816.48
Finance Technician II	115	\$35,274.72	\$53,349.92
Code Enforcement Officer	115	\$35,274.72	\$53,349.92
City Mechanic	116	\$37,036.48	\$56,010.24
Crew Chief	117	\$38,889.76	\$58,824.48