

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**CITY OF PORT ST. LUCIE, FLORIDA**

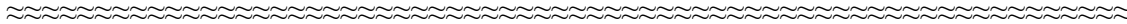
**AND**

**THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA**

**OPEIU, LOCAL 100**

**SUPERVISORY EMPLOYEES UNIT**

**OCTOBER 1, 2022 – SEPTEMBER 30, 2025**



**Approved by the Bargaining Unit:                      October 11, 2022**

**Approved by City Council:                                      October 17, 2022**

## TABLE OF CONTENTS

	<b>PAGES</b>
Preamble .....	3
Article 1 – Recognition of Association .....	4
Article 2 – Employee Classifications .....	5
Article 3 – Association Representation & Activities.....	6
Article 4 – Disciplinary Action .....	8-10
Article 5 - Grievance Procedure .....	11-13
Article 6 – Promotions, Demotions, Reclassifications, Audits, & Lateral Transfers .....	14-16
Article 7 – Hours of Work & Attendance.....	17
Article 8 - Holidays .....	18
Article 9 – Probationary Periods / Performance Evaluations .....	19
Article 10 – Salary & Wages .....	20-25
Article 11 - Overtime.....	26
Article 12 - Insurance Programs .....	27-31
Article 13 – Leave Provisions .....	32-39
Article 14 – Separations & Layoffs .....	40-42
Article 15 – Acting Assignments.....	43
Article 16 - Seniority .....	44
Article 17 – Retirement Plan .....	45
Article 18 – Retiree Health Subsidy/Retiree Health Savings Plan .....	46
Article 19 – Use of City & Personal Vehicles .....	47

Article 20 – Management Rights ..... 48-49

Article 21 – Labor Management Meetings ..... 50

Article 22 - Drug & Alcohol Free Workplace ..... 51

Article 23 – Check Off ..... 52

Article 24 – Bulletin Boards & Services to the Association..... 53

Article 25 – Complete Agreement ..... 54

Article 26 – Severability Clause ..... 55

Article 27 – Strikes & Lockouts ..... 56

Article 28 – Term of Agreement ..... 57

Appendices ..... 60

## **COLLECTIVE BARGAINING AGREEMENT**

THIS AGREEMENT was made and entered into by and between the City of Port St. Lucie, Florida (herein called "The City"), and the Government Supervisors Association of Florida, OPEIU Local 100 (herein called "The Association"). Said Agreement to be effective on the above date provided that it has been ratified by the Association and the City Council of Port St. Lucie, Florida. The term "employee" where used in this Agreement shall be understood to mean bargaining unit member.

The Association has been recognized and selected as the sole and exclusive bargaining representative by a majority of the employees set forth in the recognition Article, and has been recognized by the City pursuant to the laws of Florida as the sole and exclusive representative for said employees.

The City and the Association have endorsed the practices and procedures of collective bargaining as a fair and orderly way of conducting relations between the City and the employees covered by this Agreement insofar as such practices and procedures are appropriate to the obligations of the City to effectively operate the various Departments of the City and are consonant with the paramount interests of the public;

It is the intention of the parties to this agreement to provide, where not otherwise mandated by federal or state statute, for the salary schedule, fringe benefits and any other terms and conditions of employment of the employees covered by this Agreement, to provide for the continued and efficient operations of the various Departments of the City, and provide an orderly and prompt method of handling grievances;

The City shall not unilaterally alter established past practices with respect to wages, hours and terms and conditions of employment, except as otherwise permitted by law or detailed herein;

The parties agree as follows:

# **ARTICLE 1: RECOGNITION OF ASSOCIATION**

## **Section 1: Representation and Bargaining Unit.**

The City recognizes the Association as the sole and exclusive representative of all the employees within the Bargaining Unit covered by this agreement for the purpose of collective bargaining with respect to salary schedule, fringe benefits, and any other terms and conditions of employment.

## **Section 2: Bargaining Unit Description.**

The Bargaining Unit covered by this Agreement, as stated in the Public Employees Relations Commission (PERC) Certification number 1748, is as follows:

**INCLUDED:** All full-time and regular part-time supervisory employees who are employed by the City of Port St. Lucie in classifications included under Attachment A. (DEFINITION: Regular part-time means those individuals who work twenty-nine (29) hours per week or less.

**EXCLUDED:** All other employees of the City of Port St. Lucie.

The City shall have the authority to modify the list of classifications in the bargaining unit to reflect the addition, deletion or modification of job classifications, and shall notify the association of each change within 10 working days after the change. The association will then notify the City within 15 working days if it intends to bargain over the change. The City agrees to provide the association with the list of classifications in the bargaining unit each November.

Upon request, the City agrees to provide the Association with an updated list of employees who have been hired, promoted and/or transferred into positions that are within the bargaining unit.

Gender Reference: all reference in this agreement to bargaining unit members of the male gender are used for convenience only and shall be construed to include both male and female bargaining unit member.

## ARTICLE 2: EMPLOYEE CLASSIFICATIONS

For the purposes of this Collective Bargaining Agreement (the “Agreement”) employees fall within one of the following classifications:

### Section 1

**PROBATIONARY EMPLOYEE:** An employee, either full-time or part-time, who has not achieved regular a.k.a. classified status in their current position.

**REGULAR (a.k.a. CLASSIFIED) FULL-TIME:** An employee who regularly works in excess-of twenty-nine (29) hours per week on a continuous basis and has successfully completed a probationary period.

**REGULAR (a.k.a. CLASSIFIED) PART-TIME:** An employee who regularly works twenty-nine (29) hours per week or less on a continuous basis and has successfully completed a probationary period

### Section 2

In addition to the above classifications, employees in the bargaining unit will be categorized as “non-exempt or exempt” for purposes of federal and state wage and hour laws.

**Section 3** Newly hired employees must serve in a probationary capacity for a minimum of nine (9) months from date-of-hire. Employees who transfer, are promoted, demoted or are reclassified shall serve a ninety (90) day probationary period in their new position.

The length of the probationary period may vary in departments or occupations where classified status involves completion of a training period, certification or other requirements. Probationary employees who successfully complete the probationary period attain classified a.k.a. regular status.

## **ARTICLE 3: ASSOCIATION REPRESENTATION AND ACTIVITIES**

### **Section 1:**

The City agrees that during the term of this Agreement, it will deal only with the authorized representatives of the Association in matters pertaining to the interpretation and application of this Agreement and, more generally, terms and conditions of employment. The Association agrees to notify the Human Resources Director or designee in writing of the names of its authorized representatives as of the execution of this Agreement and replacement(s) thereof during the term of this Agreement, which may include, but not be limited to, Association officers, Association employed representatives, stewards, and/or a site representative as established by internal Association processes.

### **Section 2:**

On-duty bargaining unit employees shall not leave their posts or work stations for the purpose of investigating, handling or settling grievances or conducting other union business without the express permission of their immediate non-bargaining unit supervisor. However, if their non-bargaining unit supervisor (including acting supervisor) is not available, express permission must be obtained by a supervisor in their chain-of-command. Permission will not be unreasonably withheld.

Non-employee Association representatives must secure permission of a non-bargaining unit supervisor prior to contacting any on duty employee at any work site for the purpose of conducting business authorized by this Agreement. When and if it becomes necessary for an employee or non-employee representative to enter a division, department or area other than their own for the purpose of conducting Association business authorized by this Agreement, such employee representative must secure permission of a non-bargaining unit supervisor for the purpose of conducting such business. Permission shall not be unreasonably withheld.

### **Section 3:**

Subject to Section 2, one (1) Association representative shall be permitted to attend mutually scheduled grievance meetings, investigatory meetings, and arbitration hearings specific to the bargaining unit without any loss of regular pay or benefits. The attending bargaining unit employee(s) must provide a minimum of forty-eight (48) hours' notice of participation to their supervisor or Department Head, to the extent practicable. If the required notice is not timely provided, based on the circumstances, the employee may be subject to disciplinary action.

### **Section 4:**

The City agrees to permit three (3) designated representatives to attend mutually scheduled negotiation sessions during their normally scheduled City business hours. The Association agrees that none of the designated representatives shall work for the same department. If the Association desires additional representatives, it is required to make the request to the Human Resources Director or designee at least five (5) workdays before the scheduled session. Requests for additional representatives will not be unreasonably denied. The parties will endeavor to limit negotiation session hours to the normal workday.

### **Section 5:**

Bargaining unit employees are entitled to select an Association representative of their choosing for grievance meetings, investigatory meetings, including any meetings where an employee is required to answer questions and discipline may reasonably follow. The City reserves the right to object to the

Association representative selected by the employee if the City reasonably believes there is a conflict of interest. The Union shall reasonably consider the City's objection.



## **ARTICLE 4: DISCIPLINARY ACTION**

### **Section 1:**

This Article covers actions involving written reprimands, suspensions without pay, dismissal, or disciplinary demotions. The City agrees that it will endeavor, at the earliest possible time, that an employee demonstrates short-comings in their job performance, including attendance and productivity, to meet with them to bring to their attention the deficiencies noted and provide guidance or other forms of assistance to enable them to make necessary correction(s). The City may also provide written notice in lieu of a face-to-face meeting. The intent of the aforesaid intervention is to attain correction and avoid disciplinary action.

### **Section 2:**

No disciplinary action may result from an investigatory meeting between an employee and their supervisor unless the employee is advised that such meeting is for the purpose of discussing discipline or potential discipline. If such a meeting does take place, the employee has the right to request Association representation be present which shall be obtained within twenty-four (24) hours of the scheduled meeting, or the bargaining unit employee must choose another representative or proceed without a representative. The above-mentioned time frames may be extended by mutual agreement in writing.

### **Section 3:**

Disciplinary action for non-probationary employees shall not be taken except for "Just Cause," which must be substantiated by the City with a preponderance of evidence.

### **Section 4:**

The grievance/arbitration procedure may be utilized for written reprimands, suspensions, disciplinary demotion, and termination.

### **Section 5:**

The parties recognize that from time to time the City must investigate allegations made against bargaining unit employees. In order to investigate allegations, the parties agree that if management needs to interview a member and the member reasonably believes that discipline may result; the investigation shall be conducted as follows:

- A. Members subject to disciplinary investigations shall have the right to request union representation and shall be so informed of this right. The representative chosen must be available within twenty-four (24) hours of the scheduled meeting, or the member must choose another representative or proceed without a representative. The above-mentioned timeframes may be extended by mutual agreement in writing. An employee shall have the right to engage in protected concerted activity, such activity being protected under Florida Statutes, Chapter 447 Part II.

- B. Prior to questioning a member, the member will be presented a copy of a written complaint, if any. Management shall document verbal complaints and provide the bargaining unit member and the association a copy, prior to initiating the investigation. Prior to questioning, the member and their representative(s) if any, shall be provided copies of any statements or recordings concerning the allegation(s) or complaint(s).
- C. During all stages of an investigation all personnel who are subject to and part of the investigation shall be advised by the investigator whether or not the questioning is for disciplinary purposes only and that the employees' answers will not be used in any criminal proceedings invoking their Garrity Rights. During all stages no personnel shall be given an order to swear an oath under penalty of perjury barring personnel subject to criminal charges.
- D. Within fifteen (15) calendar days after completion of the investigation, the investigator shall issue a written report to the Human Resource Director documenting the facts discovered during the investigation. Upon receipt the Human Resources Department shall provide a copy to the association.
- E. The report will reflect whether or not the member should receive instruction and/or cautioning, or whether or not there is just cause for disciplinary action. The report shall be reviewed by the applicable Department Head who will thereafter conclude whether or not there is just cause for disciplinary action. If the Department Head concludes that just cause exists for discipline, the Department Head shall issue a Notice of Intent to Discipline.
- F. Management shall have the right to relieve a bargaining unit member by placing them on an Administrative Leave with Pay, or on an Administrative Leave without Pay. Instances of Administrative Leave without Pay include circumstances such as; employees under criminal investigation, incarcerated employees, those waiting test results pursuant to the substance abuse and alcohol testing policy and other similar misconduct issues. In such cases, a bargaining unit member may not utilize accrued leave.
- G. The City shall be required to complete and impose discipline (if any) within 180 days. If an employee is unable to perform their essential functions of their jobs, they may be terminated prior to the 180 days.

#### **Section 6: Predetermination Meeting for Suspension, Demotion, or Termination**

- A. The Department Head or designee shall meet with the employee no sooner than twenty-four (24) hours after providing the employee a copy of the investigative report and the Notice of Intent to Discipline for the purpose of providing an opportunity to be heard and to present whatever information the employee wants to be considered before any final action is taken.
- B. At the conclusion of the predetermination meeting, or no later than five (5) days after the predetermination meeting, the final determination/discipline will be issued to the employee and Association .
- C. The Association shall be advised of the predetermination meeting at the same time the employee is advised, and shall be permitted to attend as a witness.

- D. This Section shall be limited to the imposition of discipline for suspension, demotion, or termination.

**Section 7:**

Written reprimands, demotions, terminations and suspensions less than three (3) days shall be imposed upon the employee's receipt of the disciplinary form, written investigatory report and supporting documentation. Suspensions greater than three (3) days shall not be imposed until the completion of Step III of the Grievance process.

## **ARTICLE 5: GRIEVANCE PROCEDURE**

### **Section 1: Definitions**

(A) A “grievance” shall mean a complaint by an employee in the bargaining unit or the Association that there has been a violation or misinterpretation of any of the provisions of this agreement.

(B) “Employee” shall mean a non-probationary individual employee having a grievance or a newly hired probationary individual having a grievance which does not involve discipline.

(C) "Days" shall mean calendar days.

(D) "Required Participant" means any employee whose presence at a grievance meeting has been determined necessary by the City and the Association.

(E) “Association Representative” means any Association designated representative.

### **Section 2: Association Representation**

(A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step as authorized by the provision of this Article) whether or not he shall be represented by the Association. When an employee has elected Association representation, both the employee and the Association representative shall be notified of any Step meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Association representative, and any decision mutually agreed to by the City and the Association shall be binding on the employee.

(B) If the employee is not represented by the Association, any adjustment of the grievance shall be consistent with the terms of this collective bargaining agreement. Further, the Association shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.

(C) The President of the Association or authorized designee shall furnish to the City a list of Association Representatives and the City will not recognize any person as an Association Representative whose name does not appear on the list.

(D) If a grievance meeting is held during the working hours of any required participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

### **Section 3: Procedures**

(A) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of, subject, however to the final disposition of the grievance.

(B) A grievance may be withdrawn by the grievant at any time at any step of this procedure, provided however, that the same grievance may not be filed a second time by the same party after the grievance has been withdrawn.

(C) Grievances shall be presented and adjusted in the following manner.

**(1) Step 1**

(a) An employee and/or the Association having a grievance may, within ten (10) calendar days of the occurrence of the event(s) which gave rise to the grievance, submit it to the Human Resources Department. In filing a grievance at Step 1, the employee shall submit to the Human Resources Director or designee a grievance form (Appendix A) to be supplied by the City, setting forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested. If the grievance is not received within the stated time limits, the grievance shall be considered conclusively abandoned.

(b) Employee's immediate supervisor or designee shall have a meeting within ten (10) calendar days of receiving the grievance to discuss the grievance and shall communicate a decision in writing to the employee and to the Association Representative, if any, within ten (10) days following the date of the meeting

**(2) Step 2**

(a) If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the Human Resources Director or designee within ten (10) days after receipt of the decision at Step 1.

(b) The Department Head or designee shall have a meeting within ten (10) days of receiving the grievance with the employee and/or Association Representative to discuss the grievance. The Department Head or designee shall communicate a decision in writing to the employee, and to the Association Representative within ten (10) days of the meeting.

**Step 3**

(a) If the grievance is not resolved at Step 2, the employee may appeal the grievance in writing to the City Manager via the Human Resources Director within ten (10) days after receipt of the decision at Step 2.

(b) The City Manager or designee shall have a meeting within ten (10) days of receiving the grievance with the employee and/or Association Representative to discuss the grievance. The City Manager or designee shall communicate a decision in writing to the employee, and to the Association Representative within ten (10) days of the meeting.

**(3) Arbitration**

(a) If the grievance is not resolved at Step 3, the Association President, or designee, may present the grievance for arbitration to the Federal Mediation and Conciliation Service (FMCS) or, as an alternative option, if mutually agreed to by the parties, the American Arbitration Association (AAA). Such submission shall be made within twenty (20) days of receipt of the Step 3 decision.

(b) The parties shall select an arbitrator from the list of names forwarded by the FMCS. Such selection will be made by "striking." A flip of the coin shall decide which party strikes first. The remaining name shall be the arbitrator to hear the grievance. The arbitrator's fees and expenses shall be equally borne by the parties. If a verbatim transcript of the hearing is made and either party desires a copy of the transcript, that party will bear the expense of the copy or copies. The parties shall share equally in the cost of any transcripts supplied to the arbitrator. The decision of the arbitrator shall be final and binding.

(4) The time limits will be binding unless waived in writing by the parties. If any employee initiates the grievance procedure and fails to appeal any decision under that procedure to the next step of the grievance procedure, the decision made will be final and binding. If any employer representative fails to issue a decision at any step of the grievance procedure, the grievant may proceed to the next step of the procedure within the prescribed time frame as if a decision has been made.

(5) Both the City and Association may mutually agree to proceed to instant arbitration for any alleged violation of this agreement.

## **ARTICLE 6: PROMOTIONS, DEMOTIONS, RECLASSIFICATIONS, AUDITS, AND LATERAL TRANSFERS**

Management has the right to fill positions to meet the needs of the City. The applicable department and the Human Resources Department may decide to unilaterally fill a bargaining unit position by promotion, reclassification, demotion, transfer or via the hiring process. In the event a position is not filled in the manner expressed above, it shall be filled by qualified employees via a competitive process. Positions may be posted internally and externally in order to identify the best qualified candidate for each position. All postings shall include the requirements for the position and the pay rate. All postings shall be distributed to all City departments, appear on the City's Job Announcement board at City Hall, and appear on the City's website. Examinations may be held for specific positions. The City remains committed to provide career development opportunities to current employees through internal and external training, leadership development and succession planning and places a high priority on promoting city employees. If a bargaining unit employee does not fill the position, management retains the right to fill the position accordingly.

Management may or may not appoint any bargaining unit applicant whenever it is determined to be in the best interest of the City.

### **Section 1: Promotions**

An employee may be promoted to a job classification in a higher paygrade within the City pay plan, after successfully meeting the requirements for that position. Upon promotion, the employee will have their pay, classification date and probationary period adjusted as follows:

- Promotion is defined as; when a bargaining unit member moves to a position in a higher pay grade. A promoted employee shall receive a five percent (5%) wage increase if the promotion is one grade higher on the pay scale, and ten percent (10%) if the promotion is two grades or higher on the pay scale. At no time, will the employee earn less than the minimum rate for the pay grade to which they are promoted. Employees who are already paid over the maximum pay rate for the new position will receive a five (5) or ten (10) percent lump sum payment not to base upon promotion. The classification date of employees who are promoted to a higher pay grade changes to the date of promotion. All promoted employees shall serve a ninety (90) day probationary period.
- Employees failing to satisfactorily complete their ninety (90) day probationary period in their new position after having already been classified as a regular, full-time classified employee in a previous bargaining unit position, may be terminated, returned to the position the employee held prior (if the position is available), or transferred laterally or downward to an open bargaining unit position for which he is qualified as determined by the applicable Department Head.

The City of Port St. Lucie reserves the right to set all standards for promotion including criteria, implementation, and administration, except as provided herein.

## **Section 2: Demotions**

An employee may be demoted for a variety of reasons including, but not limited to when: a position is eliminated; an employee is not performing satisfactorily, as a form of discipline; failure to satisfactorily complete the 90 day probationary period; a position is being reclassified to a lower pay rate; the position is being reclassified as a position with greater responsibilities and duties for which the employee is not qualified; or there is a lack of funds..

- Demotion is defined as; whenever a bargaining unit member is voluntarily or involuntarily brought to a lower pay grade as determined by the City's pay and classification plan. A demoted employee's rate of pay will be reduced accordingly and the employee's classification date will change to the date of the demotion.
- All demoted employees shall serve a ninety (90) day probationary period.

## **Section 3: Reclassifications**

Reclassification – Is defined as a recognition that one or more bargaining unit members in the same classification have, over time, taken on duties that are outside of the current job description, and is/are effectively performing the duties of a higher classification. A reclassified employee shall receive an increase of five percent (5%) of their regular wage if the new classification is one grade higher on the pay scale, ten percent (10%) if the new classification is two or more grades higher on the pay scale. At no time, will the employee earn less than the minimum rate for the pay grade to which they are reclassified. Employees who are already paid over the maximum pay rate for the new position will receive a five percent (5%) or ten percent (10%) whichever is applicable as a lump sum payment not to base upon reclassification. Employees who are reclassified to a position within the same pay grade retain their classification date. All reclassified employees shall serve a ninety (90) day probationary period.

Reclassifications may be voluntary or involuntary.

## **Section 4: Audits**

The Human Resources Director conducts position audits. Audits may also be initiated by written request to the Human Resources Department from: The City Manager, the Department Head in the department in which the position is located; or the incumbent of the position to be audited may request an audit, provided that the employee processes the request through their Department Head for review and comments.



## **Section 5: Transfers**

The timeframe for transfers shall be coordinated between the two affected department heads and the Human Resources Director. A bargaining unit member may be transferred to another department with the same job classification and such transfer will not change the bargaining unit member's pay, anniversary date or classification date.

A. Voluntary Transfer to a Lateral Position within the same pay classification. A non-probationary bargaining unit member may request in writing a lateral transfer to a different position and/or location in the City pursuant to Section 1.

B. Voluntary Transfer to a Lower Pay Grade. A non-probationary bargaining unit member may request in writing a transfer to a position in a lower pay grade within the bargaining unit for a reason unrelated to work performance or alleged misconduct. If the request is granted, the member's salary shall be set by the Department Director, in consultation with the Human Resources Director, within the applicable pay range for the classification of the new position.

C. Involuntary Transfer. The City may transfer a bargaining unit member to fill the needs of the City; however, the City will make a good faith effort to take such action only when necessary to provide effective and efficient services.

## **ARTICLE 7: HOURS OF WORK AND ATTENDANCE**

The standard workweek for full-time employees is forty (40) hours during a continuous seven (7) day period. The workweek shall be the period beginning on Saturday (12:01 a.m.) and ending on the following Friday (midnight). Employees will be assigned a work schedule and are expected to begin and end work according to the schedule. The concerned department director may consider schedule changes when operationally feasible. The department director's decision is final.

All employees are expected to report for duty at their scheduled starting times.

An employee who is unable to work for any reason must notify their supervisor no less than 30 minutes prior to the start of their shift. If an employee is unable to contact their supervisor prior to the scheduled reporting time, he shall contact the supervisor as soon as practicable thereafter. Employees who are unable to complete their shift for any reason must promptly notify their supervisor or designee prior to leaving their assigned post or job site.

Department heads or supervisors may reject explanations of absenteeism or tardiness from persons other than the employee. Such rejections shall not be arbitrary or unreasonable. Absenteeism or lateness may be just cause for disciplinary action.

## ARTICLE 8: HOLIDAYS

The City currently observes the following holidays, as well as any other days declared by the City Council. These holidays are paid for all classified and probationary City employees scheduled to work:

1. New Year's Day	January 1
2. Martin Luther King, Jr. Day	Third Monday in Jan.
3. President's Day	Third Monday in Feb.
4. Memorial Day	Last Monday in May
5. Independence Day	July 4
6. Labor Day	First Monday in Sept.
7. Veterans' Day	November 11
8. Thanksgiving Day	Fourth Thurs. in Nov.
9. Day after Thanksgiving	Fri. after Thanksgiving
10. Christmas Eve	December 24
11. Christmas Day	December 25
12. New Year's Eve	December 31

When a City-observed holiday falls on a Saturday, the preceding Friday is observed as the official holiday. When a holiday falls on a Sunday, the following Monday is observed as the official City-observed holiday.

Part-time employees will be paid for the holiday based upon the scheduled number of hours for their position.

If an employee is required to work on a City-observed holiday, they will be paid time and one-half (1.5) their regular rate for all hours worked, and receive holiday pay in an amount that corresponds with their regular shift.

When a City-observed holiday and an employee's day off coincide, the employee will be granted another day off, have their vacation leave credited in an amount that corresponds with their regular shift or receive compensation for the amount of hours corresponding with their regular shift at their regular rate of pay, subject to the approval of the Department Head or designee.

When a City-observed holiday falls within a period of paid leave, the holiday will not be counted as a workday in computing the amount of leave debited.

When a City-observed holiday falls within a period of an unpaid leave of absence, the employee will not be paid for the City-observed holiday.

## **ARTICLE 9: PROBATIONARY PERIODS / PERFORMANCE EVALUATIONS**

All classified status bargaining unit members shall receive a written evaluation from their immediate supervisors annually (Appendix B). Probationary bargaining unit members shall be evaluated on a more frequent basis. Initial probation shall be nine (9) months from date of hire.

Bargaining unit members will be evaluated on their job performance and shall be expected to meet only the performance standards as defined in their position description. All such performance standards will be job-related.

A bargaining unit member who is not meeting all performance standards will be notified by their supervisor of the areas(s) to be corrected prior to a performance evaluation.

Bargaining unit members who do not meet performance standards in their overall rating and/or are denied a wage increase may request a review of the evaluation by their Department Head and the Human Resources Director or their designee. After the review process is completed, the evaluation may be modified. Performance evaluations shall not be subject either to the grievance or arbitration procedures of this Agreement or the City's Rules and Regulations.

Management shall have the right to make changes to the evaluation process, which includes the corresponding evaluation form, but only after providing a sixty (60) day period of review by the OPEIU/Supervisors Unit. Alternatively, a broad-based committee of bargaining unit members appointed by the OPEIU/Supervisor Unit may be utilized. Management shall, in good faith, consider the Union's response if any.

# **ARTICLE 10: SALARY AND WAGES**

## **Section 1: PLAN OVERVIEW**

The City has established and will maintain a pay and classification system that places job classifications on a pay scale which establishes a minimum and maximum salary for each pay grade which is based on external market data while maintaining internal hierarchy. The City reserves the right to bargain with the Association to increase pay ranges as it deems appropriate.

## **Section 2: STARTING SALARIES FOR NEW AND INCUMBENT EMPLOYEES**

The starting salary for new employees is the minimum salary for a position. Employees may start at a higher rate not to exceed 15% of the start rate upon the recommendation of the Department Head and the approval of the Human Resources Director. Incumbent employees who move to other positions shall receive no lower than the start rate for the position. These incumbent employees may also receive a higher rate not to exceed 15% of the position's start rate upon the recommendation of the Department Head and the approval of the Human Resources Director. Salaries exceeding 15% of the start rate require the authorization of the Human Resources Director and the City Manager. The City reserves the right to bargain with the Association to make adjustments to increase the starting pay rates due to market surveys.

## **Section 3: CLASSIFICATION (POSITION) DESCRIPTIONS**

The Human Resources Department maintains written descriptions for each position titles which are available for review by employees. The classification date for the employee shall be the date an employee entered, transferred, reclassified, demoted or was promoted to their current position.

## **Section 4: ANNUAL INCREASES**

Year One:

For Fiscal Year 2022-2023, the minimum and maximum of all pay ranges will be increased by three percent (3%), effective the first full pay period of October 2022.

Bargaining unit members who are below the new maximum of their pay range maximum will receive a three percent (3%) COLA increase effective the first full pay period of October 2022, but not to exceed the new maximum. Any amount of the three percent (3%) COLA increase which would increase the member's wage rate beyond the new maximum will be paid as a one-time lump sum payment not added to the base wage. Bargaining unit members whose wage rate is above the new maximum of their pay range will receive a one-time lump sum payment equal to three percent (3%) of their annual wage, which will not be added to the base wage.

Effective with the first full pay period of October 2022, bargaining unit members will be eligible to receive a three percent (3%) Merit increase, but not to exceed the maximum of their pay range. Any amount of the Merit increase which would increase the member's wage rate beyond the maximum of the pay range will be paid as a one-time lump sum payment not to be added to the

base wage. Members whose wage rate is above the maximum of their pay range will receive a one-time lump sum payment equal to three percent (3%) of wages, which will not be added to the base wage.

#### Year Two:

For Fiscal Year 2023-2024, the minimum and maximum of all pay ranges will be increased by five percent (5%), effective the first full pay period of October 2023.

Bargaining unit members who are below the new maximum of their pay range maximum will receive a two percent (2%) COLA increase effective the first full pay period of October 2023, but not to exceed the new maximum. Any amount of the two percent (2%) COLA increase which would increase the member's wage rate beyond the new maximum will be paid as a one-time lump sum payment not to be added to the base wage. Bargaining unit members whose wage rate is above the new maximum of their pay range will receive a one-time lump sum payment equal to two percent (2%) of their annual wage, which will not be added to the base wage.

Effective with the first full pay period of October 2023, bargaining unit members will be eligible to receive a three percent (3%) Merit increase, but not to exceed the maximum of their pay range. Any amount of the Merit increase which would increase the member's wage rate beyond the maximum of the pay range will be paid as a one-time lump sum payment not to be added to the base wage. Members whose wage rate is above the maximum of their pay range will receive a one-time lump sum payment equal to three percent (3%) of wages, which will not be added to the base wage.

#### Year Three

For Fiscal Year 2024-2025, the minimum and maximum of all pay ranges will be increased by five percent (5%), effective the first full pay period of March 2025.

Bargaining unit members who are below the new maximum of their pay range maximum will receive a two percent (2%) COLA increase effective the first full pay period of March 2025, but not to exceed the new maximum. Any amount of the two percent (2%) COLA increase which would increase the member's wage rate beyond the new maximum will be paid as a one-time lump sum payment not added to the base wage. Bargaining unit members whose wage rate is above the new maximum of their pay range will receive a one-time lump sum payment equal to two percent (2%) of their annual wage, which will not be added to the base wage.

Effective with the first full pay period of March 2025, bargaining unit members will be eligible to receive a two percent (2%) Merit increase, but not to exceed the maximum of their pay range. Any amount of the Merit increase which would increase the member's wage rate beyond the maximum of the pay range will be paid as a one-time lump sum payment not to be added to the base wage. Members whose wage rate is above the maximum of their pay range will receive a one-time lump sum payment equal to two percent (2%) of wages, which will not be added to the base wage.

To be eligible for the merit increases referenced in this section, the member shall have had to have received an overall rating of "Meets Expectations" or better on their last performance evaluation.

**Section 5: INCENTIVE PAY**

(A) Loss of required certification(s) may result in a commensurate decrease in pay and change in status (i.e., demotion, transfer to another division or department), depending upon the requirements of the position.

(B) Employees must obtain written approval in advance from their Department Head to ensure that any degree, course, license, or training outlined in this section will qualify for incentive pay. Advance approval shall also be sought concerning the associated costs (i.e., course fees, travel expenses, etc.) Any determination shall be based on departmental funding and job relatedness. A denial shall not be subject to the grievance and arbitration procedure, but may be appealed to the City Manager or designee for resolution.

(C) Bargaining unit members who obtain a degree from a state or nationally accredited educational organization shall be granted incentive pay provided the degree is relevant to the bargaining unit member's position and it was approved by the Department Head prior to the completion of the class. All academic degrees need to be obtained while in the employment of the City. Incentive pay shall be issued as follows:

Associate's Degree	2.5%
Bachelor's Degree	5%
Master's Degree	5%

Those above their maximum pay range as outlined in the City Pay Plan will receive the equivalent in a lump sum not to be added to the base.

Academic incentive lump sums shall be limited to fifteen hundred dollars (\$1,500.00) per fiscal year.

The City and OPEIU acknowledge that there is no existing certification list outlining certifications eligible for incentive/certification payment. The parties agree that certifications may be approved, and eligible for payment, from time to time upon the request of either the City or OPEIU, provided the applicable Department Director(s), in consultation with the Human Resources Director or designee, determine that the certification, including the corresponding monetary value, warrant inclusion. In the event OPEIU disagrees with a denial of a requested certification and/or objects to the amount of the corresponding monetary value, it has the ability to grieve the decision in an expedited manner by advancing a grievance directly to Step III.

**Section 6: CALLBACK PAY**

Callbacks are defined as when an employee is required to return to work after the completion of their shift, while off-duty, on vacation, or on personal leave. Prior notification (minimum 24 hours' notice) of mandatory overtime shall negate the payment of callback hours.

All employees shall receive two (2) hours compensation per shift, plus all time worked, for the first callback per shift. Employees shall be paid for actual time worked for subsequent callbacks

on the same shift, in accordance with City overtime provisions. Employees shall not receive callback pay when they are required to remain on duty. Employees are eligible for callback pay once every 24 hours.

### **Section 7: STAND-BY PAY**

Stand-by status is defined as when an employee is required to carry a communication device and be available to return to work within forty-five (45) minutes of notice. The employee will be paid one and one-half (1.5) hours additional regular compensation per day for stand-by status. The employee shall be physically fit for duty twenty-four (24) hours per day during their stand-by duty.

### **Section 8: ON-CALL PAY**

On-call status is defined as when a bargaining unit member is scheduled for a period of time (e.g. one week) to be available to respond to calls after the end of their shift. The employee must be on site within forty-five minutes. The employee will be paid one and one half (1.5) hours additional regular compensation per day for on-call status. The bargaining unit member shall be physically fit for duty twenty-four (24) hours per day during their on-call status.

### **Section 9: DIFFERENTIAL PAY, JURY DUTY, COURT APPEARANCE PAY**

**DIFFERENTIAL PAY:** Employees shall receive an additional fifty cents (\$.50) per hour compensation for all hours worked between 11:00 p.m. and 7:00 a.m.

**JURY DUTY:** Bargaining unit members shall be granted time off at their regular rate of pay when subpoenaed to court as a juror, provided the time for jury duty is during the bargaining unit member's normal scheduled work shift. If the bargaining unit member is released from Jury Duty within (2) two hours of the normal end of their scheduled work shift, he is required to return to duty. If the bargaining unit member is released less than two (2) hours from the normal end of their scheduled work shift, they shall contact their immediate supervisor. In order to receive compensation, the bargaining unit member must present a copy of the subpoena to their supervisor no later than one week prior to scheduled Jury Duty appearance.

**COURT APPEARANCE:** The City reserves the right to institute any procedure or system it deems appropriate to measure, record and or verify attendance and duration of all court appearances. All bargaining unit members shall be paid for a minimum of two (2) straight hours when required to appear in Court on a job-related case including being a witness on a City related matter, during their scheduled off-duty hours. If the bargaining unit member is released from court attendance within two (2) hours of the normal end of their scheduled work shift, he is required to return to duty. If the bargaining unit member is released less than two (2) hours from the normal end of their scheduled work shift, they shall contact their immediate supervisor.

**EMERGENCY PAY:** When the City Manager, Governor or President of the United States declares that a civil emergency condition exists and orders the closure of City Hall, all employees shall receive pay till the end of their shift. All employees shall be paid up to a maximum of eight (8) hours a day for a maximum of three (3) days if the City Manager officially closes City offices or departments. If City offices or departments remain closed for more than three (3) days, non-exempt employees shall be eligible to use their vacation or personal time until the City offices or



departments re-open.

### **Section 10: SEVERANCE PAY**

Employees shall not be eligible to receive severance pay upon separation from the service of the City.

### **Section 11: PRE-PAID REQUIRED COURSE/TRAINING WORK**

If an employee is required as part of their job to attend classes, the employee's department shall pay 100% of the cost. Payment shall be made at the time the employee enrolls in the program. All required courses shall first be approved by the employee's Department Head or designee as appropriate, prior to the start of the course or classes.

### **Section 12: REIMBURSABLE/PAYABLE CERTIFICATION LICENSING FEES**

To be eligible for licensing fee reimbursement/payment, the following guidelines must be met:

1. The license requirement must be a prerequisite by the State of Florida for an employee to maintain their professional skilled craft or technical status to perform their job duties and responsibilities.
2. The department for which the employee works shall provide funding for licensing fee reimbursement/payment.
3. A licensing fee may be paid directly by the CITY for the employee, provided the employee submits their application in sufficient time to allow for approval and processing of payment to the appropriate licensing agency. The CITY shall not be responsible for any penalty or other fee, which may be assessed due to a late payment of the licensing fee.

### **Section 13: METHOD OF PAYMENT OF COMPENSATION**

Employees will be paid bi-weekly for all the time employees have worked during the past pay period. Employees' payroll stub itemizes deductions made from employees' gross earnings. By law, the City is required to make deductions for Social Security, federal income tax, and any other appropriate taxes. These required deductions also may include any court-ordered deductions.

### **Section 14: SAFETY SHOES**

Classified bargaining unit members (those who have passed their initial probationary period) who are assigned to duties that require safety shoes shall receive an annual allowance of one hundred fifty dollars (\$150.00) for the purchase of safety shoes. The bargaining unit member shall be on active duty at the time of payment, (i.e., not on any type of paid or unpaid leave-of-absence), in order to receive payment.

Upon ratification if a newly-hired bargaining unit member's position requires safety shoes, the newly hired bargaining unit member will be issued a \$50.00 stipend in their first check to cover

the purchase of said safety shoes.

**Section 15: DURATION**

This article shall be in effect for a period of three years, commencing October 1, 2022 and expiring September 30, 2025. Employees shall not be eligible for any wage increase, wage adjustment or incentive increase on or after October 1, 2025, except as re-negotiated and ratified by the parties.

## **ARTICLE 11: OVERTIME**

Department heads or their authorized designees should endeavor to arrange work schedules in such a way that overtime is not required and should endeavor to pre-approve all overtime work.

All employees are paid for overtime at a rate of one and one-half (1-1/2) times their regular rate for all hours worked over forty (40) during a seven (7) day consecutive period (workweek). All employees must receive authorization from their Department Head or supervisor before working overtime hours.

Sick leave, personal days, conference leave, and paid leaves of absence (except for annual leave and paid holidays) are not used to compute overtime.

Department heads or supervisors shall notify employees of overtime hours, schedule changes, and work outside the normal schedule as far in advance as practical. Failure by employees to comply with such schedule changes, work overtime hours, or work outside the normally scheduled hours may subject employees to disciplinary action.

## ARTICLE 12: INSURANCE PROGRAMS

All eligible newly-hired employees can participate in City-provided benefit programs on the first day of the month following sixty (60) days of continuous employment. Pension plans may have another length of employment requirements. Under these programs, eligible employees can receive comprehensive health and other insurance for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail.

### **Section 1: The following benefits are available to eligible employees as indicated:**

- +Medical Benefits from the Health Insurance Fund
- +Vision Care Plan
- +Dental Insurance Plan
- +Prescription Drug Plan
- Short-/Long-Term Disability Insurance
- \$50,000 Group A.D.&D. Insurance
- \$50,000 Group Term Life Insurance
- Uniforms and Maintenance
- \*\* Credit Union Membership
- \*Employee Assistance Program
- Voluntary Supplemental Plans
- \*\* Prepaid Legal Plan
- \*\*Identity Theft Plan
- \*\*Voluntary Life Insurance Policies

\* F/T and P/T Employees

\*\* F/T and P/T Employees- pay all costs through payroll deduction

+ F/T employees only - pay contributions through payroll deduction

No Symbol: F/T Employees Only

### **Section 2: Health Insurance Fund Contributions and Co-Payments**

The City's health care coverage is unbundled. Coverage consists of three (3) separate benefits; medical, dental, and vision. The City and the employee shall provide monthly dollar amount contributions to the Health Insurance Fund for the cost of health care coverage as outlined below:

**TRADITIONAL PLAN  
EMPLOYEE CONTRIBUTION MONTHLY  
FY 2022-2023**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
<b>Single</b>	<b>11%</b>	<b>86.74</b>	<b>2.55</b>	<b>.51</b>	<b>89.80</b>
<b>Emp./Sp.</b>	<b>18.5%</b>	<b>364.71</b>	<b>20.90</b>	<b>4.18</b>	<b>389.79</b>
<b>Emp./Ch.</b>	<b>18.5%</b>	<b>269.88</b>	<b>11.85</b>	<b>2.37</b>	<b>284.10</b>
<b>Family</b>	<b>18.5%</b>	<b>532.47</b>	<b>21.10</b>	<b>4.22</b>	<b>557.79</b>

**TRADITIONAL PLAN  
EMPLOYER CONTRIBUTION MONTHLY  
FY 2022-2023**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
<b>Single</b>	<b>89%</b>	<b>701.80</b>	<b>29.10</b>	<b>5.82</b>	<b>736.72</b>
<b>Emp./Sp.</b>	<b>81.5%</b>	<b>1606.69</b>	<b>102.10</b>	<b>20.42</b>	<b>1729.21</b>
<b>Emp./Ch.</b>	<b>81.5%</b>	<b>1188.95</b>	<b>57.80</b>	<b>11.56</b>	<b>1258.31</b>
<b>Family</b>	<b>81.5%</b>	<b>2345.76</b>	<b>102.95</b>	<b>20.59</b>	<b>2469.30</b>

**BASIC PLAN  
EMPLOYEE CONTRIBUTION MONTHLY  
FY 2022-2023**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
<b>Single</b>	<b>8%</b>	<b>56.83</b>	<b>2.55</b>	<b>.51</b>	<b>59.89</b>
<b>Emp./Sp.</b>	<b>16%</b>	<b>284.16</b>	<b>20.90</b>	<b>4.18</b>	<b>309.24</b>
<b>Emp./Ch.</b>	<b>16%</b>	<b>210.28</b>	<b>11.85</b>	<b>2.37</b>	<b>224.50</b>
<b>Family</b>	<b>16%</b>	<b>426.25</b>	<b>21.10</b>	<b>4.22</b>	<b>451.57</b>

**BASIC PLAN  
EMPLOYER CONTRIBUTION MONTHLY  
FY 2022-2023**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
<b>Single</b>	<b>92%</b>	<b>653.58</b>	<b>29.10</b>	<b>5.82</b>	<b>688.50</b>
<b>Emp./Sp.</b>	<b>84%</b>	<b>1491.87</b>	<b>102.10</b>	<b>20.42</b>	<b>1614.39</b>
<b>Emp./Ch.</b>	<b>84%</b>	<b>1103.98</b>	<b>57.80</b>	<b>11.56</b>	<b>1173.34</b>
<b>Family</b>	<b>84%</b>	<b>2237.80</b>	<b>102.95</b>	<b>20.59</b>	<b>2361.34</b>

**TRADITIONAL PLAN  
EMPLOYEE CONTRIBUTION MONTHLY  
FY 2023-2024**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
<b>Single</b>	<b>11%</b>	<b>93.68</b>	<b>2.55</b>	<b>.51</b>	<b>96.74</b>
<b>Emp./Sp.</b>	<b>18.5%</b>	<b>393.89</b>	<b>20.90</b>	<b>4.18</b>	<b>418.97</b>
<b>Emp./Ch.</b>	<b>18.5%</b>	<b>291.47</b>	<b>11.85</b>	<b>2.37</b>	<b>305.69</b>
<b>Family</b>	<b>18.5%</b>	<b>575.07</b>	<b>21.10</b>	<b>4.22</b>	<b>600.39</b>

**TRADITIONAL PLAN  
EMPLOYER CONTRIBUTION MONTHLY  
FY 2023-2024**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
<b>Single</b>	<b>89%</b>	<b>757.94</b>	<b>29.10</b>	<b>5.82</b>	<b>792.86</b>
<b>Emp./Sp.</b>	<b>81.5%</b>	<b>1735.22</b>	<b>102.10</b>	<b>20.42</b>	<b>1857.74</b>
<b>Emp./Ch.</b>	<b>81.5%</b>	<b>1284.06</b>	<b>57.80</b>	<b>11.56</b>	<b>1353.42</b>
<b>Family</b>	<b>81.5%</b>	<b>2533.42</b>	<b>102.95</b>	<b>20.59</b>	<b>2656.96</b>

**BASIC PLAN  
EMPLOYEE CONTRIBUTION MONTHLY  
FY 2023-2024**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
<b>Single</b>	<b>8%</b>	<b>61.38</b>	<b>2.55</b>	<b>.51</b>	<b>64.44</b>
<b>Emp./Sp.</b>	<b>16%</b>	<b>306.90</b>	<b>20.90</b>	<b>4.18</b>	<b>331.98</b>
<b>Emp./Ch.</b>	<b>16%</b>	<b>227.10</b>	<b>11.85</b>	<b>2.37</b>	<b>241.32</b>
<b>Family</b>	<b>16%</b>	<b>460.35</b>	<b>21.10</b>	<b>4.22</b>	<b>485.67</b>

**BASIC PLAN  
EMPLOYER CONTRIBUTION MONTHLY  
FY 2023-2024**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
<b>Single</b>	<b>92%</b>	<b>705.86</b>	<b>29.10</b>	<b>5.82</b>	<b>740.78</b>
<b>Emp./Sp.</b>	<b>84%</b>	<b>1611.21</b>	<b>102.10</b>	<b>20.42</b>	<b>1733.73</b>
<b>Emp./Ch.</b>	<b>84%</b>	<b>1192.30</b>	<b>57.80</b>	<b>11.56</b>	<b>1261.66</b>
<b>Family</b>	<b>84%</b>	<b>2416.82</b>	<b>102.95</b>	<b>20.59</b>	<b>2540.36</b>

**TRADITIONAL PLAN  
EMPLOYEE CONTRIBUTION MONTHLY  
FY 2024-2025**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
<b>Single</b>	<b>15%</b>	<b>136.68</b>	<b>2.55</b>	<b>.51</b>	<b>139.74</b>
<b>Emp./Sp.</b>	<b>18.5%</b>	<b>421.46</b>	<b>20.90</b>	<b>4.18</b>	<b>446.54</b>
<b>Emp./Ch.</b>	<b>18.5%</b>	<b>311.88</b>	<b>11.85</b>	<b>2.37</b>	<b>326.10</b>
<b>Family</b>	<b>18.5%</b>	<b>615.32</b>	<b>21.10</b>	<b>4.22</b>	<b>640.64</b>

**TRADITIONAL PLAN  
EMPLOYER CONTRIBUTION MONTHLY  
FY 2024-2025**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
<b>Single</b>	<b>85%</b>	<b>774.55</b>	<b>29.10</b>	<b>5.82</b>	<b>809.47</b>
<b>Emp./Sp.</b>	<b>81.5%</b>	<b>1856.69</b>	<b>102.10</b>	<b>20.42</b>	<b>1979.21</b>
<b>Emp./Ch.</b>	<b>81.5%</b>	<b>1373.94</b>	<b>57.80</b>	<b>11.56</b>	<b>1443.30</b>
<b>Family</b>	<b>81.5%</b>	<b>2710.76</b>	<b>102.95</b>	<b>20.59</b>	<b>2834.30</b>

**BASIC PLAN  
EMPLOYEE CONTRIBUTION MONTHLY  
FY 2024-2025**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
<b>Single</b>	<b>8%</b>	<b>65.68</b>	<b>2.55</b>	<b>.51</b>	<b>68.74</b>
<b>Emp./Sp.</b>	<b>16%</b>	<b>328.39</b>	<b>20.90</b>	<b>4.18</b>	<b>353.46</b>
<b>Emp./Ch.</b>	<b>16%</b>	<b>243.00</b>	<b>11.85</b>	<b>2.37</b>	<b>257.22</b>
<b>Family</b>	<b>16%</b>	<b>492.57</b>	<b>21.10</b>	<b>4.22</b>	<b>517.89</b>

**BASIC PLAN  
EMPLOYER CONTRIBUTION MONTHLY  
FY 2024-2025**

<b>Tier</b>	<b>%</b>	<b>Medical</b>	<b>Dental</b>	<b>Vision</b>	<b>Total</b>
<b>Single</b>	<b>92%</b>	<b>755.27</b>	<b>29.10</b>	<b>5.82</b>	<b>790.19</b>
<b>Emp./Sp.</b>	<b>84%</b>	<b>1724.00</b>	<b>102.10</b>	<b>20.42</b>	<b>1846.52</b>
<b>Emp./Ch.</b>	<b>84%</b>	<b>1275.76</b>	<b>57.80</b>	<b>11.56</b>	<b>1345.12</b>
<b>Family</b>	<b>84%</b>	<b>2586.00</b>	<b>102.95</b>	<b>20.59</b>	<b>2709.54</b>

The City agrees to continue to pay the applicable employer portion of the bargaining unit member's health insurance costs if the bargaining unit member is permanently and totally disabled as defined by state statute as a result of a job-related injury. The bargaining unit member will need to continue to pay their employee costs. The City reserves the right, at its expense, to have any employee applying for this benefit examined by a physician selected by the City. Furthermore, if the bargaining unit member is killed in the line of duty, the surviving spouse and dependents will not be required to pay the employee's elected monthly contributions for any medical, dental or vision insurance that they were participating in at the time of the event for a period of two (2) years following the death of the employee. After two (2) years from the death

of the employee, the bargaining unit member's spouse and/or dependent children who may still meet eligibility requirements, will continue to pay the employee's elected portion of the health insurance costs at the rates established by the City annually, and in accordance with Florida law.

### **Section 3: HEALTH INSURANCE PLAN REBATE PROGRAM**

Since the total contributions for the health insurance plan, as identified in Section 1 above, are based on projections, and since it is to the advantage of both employees and the City to keep health insurance costs as low as reasonable, the City agrees to maintain a rebate program for situations when the actual annual fund expenses are less than the projected expenses. There will be no increase in employee or city contributions required in the event actual expenses are greater than budgeted. This rebate program should encourage employees to stay as healthy as possible and thereby keep health costs down.

The rebate will be calculated annually in the same manner as previously calculated in the predecessor agreement between the City and the Association.

In the case of an employee being a plan participant for only a portion of a fiscal year, any rebate shall be prorated for the number of months the employee participated in the health plan. Rebate payments shall be distributed by separate check payable no later than December, following the end of the fiscal year.

### **Section 4: LONG-TERM AND SHORT-TERM DISABILITY BENEFITS**

Full time employees are eligible to participate in the City's Disability plans, subject to all terms and conditions of the agreement between the City and the insurance carrier.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who will be out of work must also request a formal leave of absence. Payment for disability leave for all bargaining unit employees shall be in accordance with applicable provisions of Chapter 440, Florida Statutes and under applicable City policies and procedures.

### **Section 5: Clinic On-Duty Program**

The City will continue to allow employees to use on-duty time to visit the clinic.

### **Section 6: Duration**

This article shall be in effect for a period of three years, commencing October 1, 2022 and expiring September 30, 2025.



# ARTICLE 13: LEAVE PROVISIONS FOR EMPLOYEES

## SICK LEAVE

### Section 1: Eligibility

Full-time and part-time employees are eligible for paid sick time.

### Section 2: Charging Leave

Sick time shall be charged to the employee for the actual time the employee is away from work. Sick time will be charged in not less than a thirty (30) minute increment for time less than one (1) day.

### Section 3: Request for Leave

To receive compensation while absent on sick time, an employee shall notify their immediate supervisor or Department Head not less than thirty minutes (30) prior to the start of their shift. The method of notification shall be via verbal communication. In the event verbal communication cannot be accomplished, an alternate means (e.g., email, voice mail) shall suffice. An employee in a unit operating on a sixteen or twenty-four hour basis must notify their immediate supervisor sixty (60) minutes prior to the start of their shift of absence due to illness or injury.

### Section 4: Uses of Sick Time

- For non-work related injuries and illnesses of a short duration.
- Medical, dental, optical, psychological, psychiatric or chiropractic examination or treatment
- Qualifying Family and Medical Leave Act (FMLA) absences.
- Exposure to a contagious disease that would endanger others.
- Pregnancy.

### Section 5: Accrual

Sick time accrual begins from the date of employment. Full-time employees accrue eight (8) hours per month (96 hours per year) and part-time employees accrue four (4) hours per month forty eight (48) hours per year. There is no maximum amount of paid sick time that may be accrued.

### Section 6: Sick Time Payment

All employees may be compensated for accrued, unused sick time according to the following schedule:

Years Employed	Payment Percentage
5-9	50%
10-14	60%
15-19	75%
20 +	100%

Bargaining unit members employed on or after 10/1/2018, may be compensated for accrued, unused sick time according to the following schedule:

Years Employed	Payment Percentage
20 +	50%

Payments shall be made only when an employee separates from City employment in good standing, and shall be limited to a maximum of one thousand forty (1,040) hours for full-time employees, and five hundred twenty (520) hours for part-time employees.

Upon involuntary termination from City Service, abandonment of their position or resignation without providing advance notice pursuant to Article 14 Separations and Layoffs, all current and accumulated sick time will be forfeited by the employee.

### **Section 7: Fitness for Duty**

The City reserves the right to require proof of illness or disability and to have employees submit to physical or psychological examinations. Employees who cannot perform their job duties for physical or mental reasons shall have their job duties modified, be transferred; be placed on a leave-of-absence; or separated from service at the discretion of the City.

For proof of illness, a physician's note shall serve as adequate proof.

For disability claims, a physician's letter detailing the disability shall serve as adequate proof. The physician's letter, in this case, shall be brought to the Human Resource departments benefit division. Once a qualified disability is determined, the City will engage in an interactive process with the bargaining unit member as outlined under the Americans with Disabilities Act.

### **Section 8: Donated Sick Time**

Employees may receive donated sick time from any bargaining and non-bargaining unit employee. The person donating sick time must have five (5) years of service with the City prior to donating. An employee may only receive a maximum of twenty-four (24) hours per donor within a rolling twelve (12) month period. The donated sick time may only be used for FMLA qualifying events. Donated sick time shall not be used for intermittent leave.

## **ANNUAL LEAVE**

The City recognizes the importance of personal time away from work and affords bargaining unit employees an opportunity to take annual leave in accord with the following:

### **Section 9: Accrual**

All full-time City employees accrue annual leave, as shown below. Part-time employees shall accrue annual leave on a pro-rata basis, depending upon their average work hours per week.

Years Employed	Hours Accrued Per Annum
0-3	80
4-9	120
10-19	160
20 +	200

**Section 10: Charging Leave**

1. Annual leave time shall be scheduled and charged to the employee for the actual time the employee is away from work.
2. Annual leave will be charged in one (1) hour minimum increments.
3. Annual leave shall not be charged during City recognized holidays.
4. For purposes of determining overtime, authorized annual leave hours shall be construed as time worked.
5. After completion of six (6) months continuous service, the employee shall be eligible to use accrued leave.

**Section 11: Request for Leave**

1. A request for forty (40) or more hours of annual leave should be submitted to the employee’s Department Head at least two (2) weeks in advance of the first day of the requested leave. A request for less than forty (40) hours of annual leave shall be submitted to the employee’s Department Head at least seventy-two (72) hours in advance of the first day of the requested leave. Department heads may designate non-bargaining unit supervisors to approve or reject annual leave requests.
2. Annual leave may be taken after approval by the appropriate Department Head or designee, and every eligible employee shall be encouraged to take at least eighty (80) hours leave during the year.
3. Leave may be used only as accrued and annual leave with pay shall not be allowed in advance of being accrued.
4. No employee shall be permitted to take more than twenty (20) consecutive days of annual leave in any six (6) month period without permission of the Department Head.

**Section 12: Accrual and Usage**

1. Employees are expected to take annual leave.
2. An employee will not be paid for accrued leave in lieu of taking such leave except upon separation, or pursuant to Section 13, paragraph 1 or 2 of this article.

3. Annual leave may be accrued to a maximum of three hundred sixty (360) regular hours.

### **Section 13: Payment for Unused Annual Leave**

1. If a Department Head cannot accommodate an employee's request for annual leave, the Department Head may recommend that the employee be compensated for up to eighty 80 hours of annual leave, during the anniversary period.

Approval is contingent upon verification that funds are available. If approval is denied, the employee shall submit a new annual leave request.

2. After taking at least one hundred twenty (120) hours of accrued leave in the preceding anniversary period, an employee may request to sell back up to eighty (80) accrued hours of their remaining accrued balance. Approval of any payments is contingent upon budget restrictions and the concurrence of the Human Resources Director.
3. Employees leaving City employment shall receive any remaining accrued annual leave as of the date of separation. The accrued annual leave balance shall be computed at the employee's base rate of pay at time of separation. Payment for unused accrued annual leave shall be limited to three hundred sixty (360) hours.
4. All accrued annual leave of employees who pass away while in the service of the City shall be paid to the spouse or beneficiary of the employee according to applicable law.

## **PERSONAL DAYS**

### **Section 14: Receipt and Usage**

All full-time classified employees shall receive two (2) personal leave days per calendar year without deduction from any other accrued leave benefits. For example, a bargaining unit member working eight (8) hours a day will receive sixteen (16) hours per calendar year. A bargaining unit member working ten (10) hours a day will receive twenty (20) hours per calendar year.

All part-time non-probationary employees shall receive two (2) personal leave days at a rate of five (5) hours per day, or a total of ten (10) hours per calendar year without deduction from any other accrued leave benefit.

Requests for personal leave days should be submitted to the employee's Department Head or designee within seventy-two (72) hours of the requested leave day(s), to the extent possible. Paid personal leave days may not be accrued from year-to-year.

## **COMPENSATORY LEAVE**

### **Section 15: Accrual and Usage**

All employees will be eligible to accrue and use up to a maximum of forty (40) hours per person per fiscal year, at the rate of one and half hours (1.5) for each hour worked in excess of forty (40) hours in any workweek. Any compensatory time turned in over forty 40 hours at the end of a fiscal year will be paid as overtime.

All compensatory time earned and not used during the prior fiscal year will cease as of September 30 and will be paid as cash wages to the employee on the first pay period of the new fiscal year. On October 1 of each fiscal year, all employees' compensatory time balances shall return to zero hours. Upon resignation or other separation from City employment, an employee shall be compensated for any earned and not used accrued compensatory time.

Requests for use of compensatory time will be submitted to the appropriate supervisor seventy-two (72) hours in advance of the requested time-off. Obviously, exigent circumstances may apply and that would waive the minimum seventy-two (72) hour notice. Compensatory time will be charged in one (1) hour minimum increments.

## **MILITARY LEAVE**

### **Section 16: Payment of Salary**

Employees must provide advance notice (unless excused by applicable law or regulations) of their military orders on the earliest possible date to their Department Head and the Human Resources Director. Federal law and state statutes govern the granting of military leave.

When an employee is ordered to active military duty beyond thirty (30) days in any one annual period, the City agrees to the following:

The City will pay the difference between military salary and the regular rate of pay received as an employee of the City for those reservists who are called to active duty for a period not to exceed six (6) months. In addition, all health insurance benefits and other benefits that normally accrue to employees continue to accrue to those employees, with any conditions, limitations, or payments that may be applicable, in accordance with federal or state law.

Please contact the Human Resources Department for details and further information.

## **FAMILY AND MEDICAL LEAVE**

### **Section 17: Reasons for Leave**

Employees may take family/medical leave for any of the following reasons:

- (1) The birth of a son or daughter and in order to care for such son or daughter;
- (2) Placement of a son or daughter with the employee for adoption or foster care and in order to care for the newly placed son or daughter; to care for a spouse, son, daughter or parent ("covered relation") with a serious health condition;
- (3) Employee's own serious health condition;

- (4) Qualifying Military Exigency Leave;
- (5) Military Caregiver Leave.

The City uses a rolling twelve (12) month period measured forward from the date leave begins.

Leave because of reasons (1) or (2) must be completed within the twelve (12) month period beginning on the date of birth or placement. In addition, spouses employed by the City who request leave because of reason (1) or (2) or to care for an employee's parent with a serious health condition may only take a combined total of twelve (12) weeks leave during any twelve (12) month period.

### **Section 18: Notice of Leave**

Employees must request FMLA leave thirty (30) days in advance when the leave is foreseeable or as soon as practicable when the need for leave is unforeseeable.

### **Section 19: Terms of Leave**

Family medical leave is unpaid leave, although employees may be eligible for short or long-term disability payments and/or workers' compensation benefits under those insurance plans or policies. If employees are entitled to payments or benefits, employees' leave will be considered "paid leave" for the period employees receive them. If employees' leave is "unpaid", the employees must substitute paid time off (vacation, sick days, and personal days) for "unpaid" FMLA leave as described below:

- If employees request leave because of a birth, adoption or foster care placement of a child, any accrued paid vacation, sick days and personal days will be substituted first for unpaid family/medical leave.
- If employees request leave because of their own serious health condition, or to care for a covered relation with a serious health condition, any accrued paid vacation, personal days and sick days will be substituted first for any unpaid family/medical leave.

The substitution of paid leave time for unpaid leave time does not extend the twelve (12) week leave period. Employees' family/medical leave will run concurrently with other types of leave.

An employee who is granted Family and Medical Leave will be restored to the same position held when the leave began, or to an equivalent position, with equivalent benefits, pay and other terms and conditions of employment.

## **BEREAVEMENT LEAVE**

### **Section 20: Usage**

Full-time employees may be granted up to forty (40) hours and part time employees may be granted up to twenty (20) hours bereavement leave for deaths in their immediate family, without charge to any other accrued leave time. The bereavement leave may only be taken at, or close to, the death to grieve the loss or attend funeral/cremation services. Immediate family is inclusive of the employee's spouse, child, parent, grandparent, brother, sister, aunt/uncle, mother-in-law, father-

in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepparent, stepchild, or legal guardian. Note: This definition is not applicable to FMLA leave. Bereavement leave for non-family members may be granted at the discretion of the employee's Department Head.

## **COURT LEAVE**

### **Section 21: Usage and Payment**

**COURT APPEARANCE:** The City reserves the right to institute any procedure or system it deems appropriate to measure, record and/or verify attendance and duration of all court appearances. All bargaining unit members shall be paid for a minimum of two (2) straight hours when required to appear in Court on a job-related case including being a witness on a City related matter, during their scheduled off-duty hours. If the bargaining unit member is released from court attendance within two (2) hours of the normal end of their scheduled work shift, they are required to return to duty. If the bargaining unit member is released less than two (2) hours from the normal end of their scheduled work shift, they shall contact their immediate supervisor.

The City may require verification of the employees' attendance. Employees are also required to keep the employee's supervisor or designee informed of the expected length of their jury duty service.

Employees are required to turn over to the City any money employees receive from the court, except for mileage, unless mileage was attributed to a City vehicle.

## **LEAVE OF ABSENCE WITHOUT PAY**

### **Section 22: Granting of Absence**

If employees are ineligible for any other City leave of absence, the City may, under certain circumstances, grant employees a leave of absence without pay. A written request for a leave of absence without pay should be presented to management at least one week before the anticipated start of leave. If the leave is requested for medical reasons and employees are not eligible for FMLA, medical certification must be submitted to the Human Resource/Benefits division. Employees' request will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as employees' performance and attendance records. However, as stated herein, the cumulative total for all leaves combined may not exceed one hundred eighty (180) days leave in a twelve (12) month rolling period, commencing upon the first day the leave begins.

Leaves of absence may be granted for sickness and disability of the employee or a family member, for religious holidays, to engage in a course of study, and for other good and sufficient reasons in the best interest of the City service.

Upon completion of the employee's leave of absence, the City will attempt to return them to the original job or to a similar position. Reinstatement, however, is not guaranteed.

Failure to advise management of the employee's availability to return to work, failure to return to work when notified, or the employee's continued absence from work beyond the time approved by the City, will be considered a voluntary abandonment of their position and their resignation.

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law and shall constitute just cause, if verified.

## **LEAVES OF ABSENCE GENERAL PROVISIONS**

All non-medical requests for leave and requests for extensions of leave must be submitted in writing to the employee's Department Head or designee. All requests for a medical leave of absence must be submitted to the Human Resource/Benefits division. Employees must continue to make any required employee contributions for health or other benefits.

All leaves-of-absence (excluding military leave) shall be limited to a maximum of 180 calendar days in any 12-month period of time, measured forward from the date of the first leave. Absences exceeding this maximum shall constitute just cause for termination of employment.

No further accrual of sick time and/or annual leave shall be permitted after thirty (30) consecutive calendar days.

Health, disability, pension, life insurance, and other benefits shall not be suspended during approved medical leaves-of-absence so long as the employee makes any required contribution.

Should an employee fail to return from any approved leave of absence at the end of the approved period, it shall be considered abandonment of the employee's position and their resignation.

Upon completion of the employee's leave of absence, the City will attempt to return them to the original job or to a similar position, reinstatement, however, is not guaranteed.

### **Section 23: Flexible Work Hours**

The provisions of an alternate flextime schedule (which shall be defined as flexibility in designating a set work schedule other than the work week hours outlined elsewhere in this Agreement) shall be outlined and noticed to employees by a Department Head, in their sole discretion for their respective department, and shall be available as follows:

1. An employee may request to flex their schedule to accommodate temporary personal needs, provided mutual agreement is reached with their immediate supervisor. Employee requested flex time shall not result in an overtime expense to the City. Request for a temporary flexible schedule from any employee, may be denied based on staffing needs or other operational needs. Such denial shall not be subject to the grievance procedure.
2. A Department Head may also request to flex an employee's schedule, but such request may be denied by the member. Such denial shall not be grounds for discipline or instruction/cautioning.



## **ARTICLE 14: SEPARATIONS AND LAYOFFS**

Employees will be separated or laid off pursuant to applicable provisions of this Agreement and this section.

No employee, Department Head, or other person shall use duress, coercion, threats or force to obtain a resignation or cause abandonment of a position by an employee.

### **TYPES OF SEPARATIONS**

**RESIGNATION** is the separation of an employee from the City service through a written notice that the employee wishes to resign. The Department Head or designee must acknowledge and accept a resignation in writing. The written notice does not apply if an employee abandons their position. Employees who desire to resign in good standing must notify their immediate supervisor in advance as follows:

- At least fourteen (14) calendar days for employees in classified positions; or
- At least four (4) calendar days for employees in probationary positions.

The Department Head may waive these requirements for good and sufficient reason.

Employees who resign in good standing may be eligible for re-employment. Once received, a resignation is final. An employee's failure to comply with these requirements may result in being denied re-employment with the City as well as in the forfeiture of paid accrued sick time.

**ABANDONMENT OF POSITION** results after unauthorized absences from work for a consecutive period of three (3) days or three (3) assigned shifts. This constitutes a voluntary abandonment of the employee's position and their resignation.

**RETIREMENT** eligibility is determined by the specific conditions relating to retirement and pensions set forth in the various City pension plans maintained in the Finance Department. Retired employees, at the time of their retirement from the City, are eligible to continue health insurance benefits, subject to eligibility and payment of any applicable premiums.

**DEATH** – Separation from City employment is effective upon an employee's death. All compensation and benefits due the employee at the time of their death will be paid to the employee's beneficiary, surviving spouse, or the estate, as determined by law or by executed forms in the employee's personnel file.

**DISMISSAL OR DISCHARGE** – Probationary employees who have never achieved classified status in a previous position may be discharged at any time during their probationary period and have no right to appeal their discharge. Classified employees may be discharged by the employee's Department Head or the City Manager.

## **LAYOFF (REDUCTION IN FORCE)**

The City Manager or designee may lay off an employee or employees when it is deemed necessary by reason of: 1) shortage of funds, 2) lack of work, 3) the abolition of the position, or 4) contracting out of services.

The City may recall laid off employees up to two (2) years after their date of separation by certified mail to the last known address. The laid-off employee must notify the Human Resources Department in writing whether he intends to return to work within ten (10) days after the mailing of the certified notice. Failure by the laid off employee to notify the Human Resources Department in writing within the allotted time period conclusively evidences their rejection of the offer of re-employment.

Layoff, defined, is the separation of an employee for the above reasons without fault or delinquency on the employee's part. Employees to be laid-off shall be notified as soon as possible after the decision for lay-off has been made. In no event, shall the City give the employees less than twenty-one (21) calendar days' notice.

In the event of a reduction in force, the employees affected shall be chosen by the Department Head, based on a consideration of the following factors: Seniority (within a division); job performance and knowledge; qualifications based on essential functions; and applicable certifications/licenses. The forgoing shall not represent an exhaustive list of considered factors as the decision is ultimately based on the needs of the organization to provide effective and efficient services.

The duties performed by any employee laid off may be reassigned to other employees in the same classification.

Employees who have been laid-off shall be recalled in the reverse order from which they were laid-off. An employee who has been laid off, and has less than five (5) years of service and is reinstated within two (2) years shall have their sick time at time of lay off restored. An employee who is laid off and has five (5) years plus of service with the City and is reinstated within two (2) years shall not receive the forfeited sick time, if any.

In the event that the City prefers to reduce hours of work in lieu of a layoff, it shall give the affected employees the option of either accepting the reduction in their hours of work or having a layoff of employees.

## **REHIRED EMPLOYEES**

Employees who leave City service in good standing are eligible to be rehired for an open position for which they are qualified. Former employees who are rehired will not be required to serve the full nine (9) month probationary period if they return to the service of the City to the same or similar position within two (2) years of their separation. The employee will need to serve a ninety (90) day probationary period in their position.

Employees who are rehired within two (2) years will accrue paid leave at the same accrual rate as when they left their employment with the City. No benefits will be restored to a rehired employee unless mandated by state or federal law, the City's pension plan or as detailed in the Layoff section herein.

Rehired employees may be reinstated at the same or lower pay rate, at the discretion of the Department Head with the approval of the Human Resources Department. A rehired employee's prior anniversary date is restored if an employee returns to the service of the City within two (2) years of their separation.

## **ARTICLE 15: ACTING ASSIGNMENTS**

Bargaining unit members assigned by their Department Head or designee into an Acting Assignment for a continuous period of more than one (1) pay period shall receive an additional (5%) until the Acting Assignment is completed. Once the Acting Assignment is completed, the bargaining unit member will revert to the position and rate of pay they were receiving prior to the acting assignment.

## **ARTICLE 16: SENIORITY**

Section 1: The City agrees that, for the purpose of this Agreement, City seniority shall consist of continuous, accumulated service, computed from the employee's date-of-hire. Classification seniority shall consist of continuous accumulated service, computed from the employee's date of job classification.

Section 2: Seniority shall accumulate during leaves-of-absence due to injury, illness, vacation, or any other leave authorized and approved by the City.

Section 3: When conflicts arise in scheduling vacation leave and holidays, the employee with the greatest classification seniority may be given consideration, unless approval has been previously granted to an employee with less seniority.

Section 4: Requests from two (2) or more employees with the same classification seniority date, under the provisions of this Article, shall require that management review City seniority as the defining tie breaker with the employee(s) with the most City seniority being granted their choice. In the event that City seniority is the same, the decisions regarding these requests shall be at the discretion of the Department Head or designee.

Section 5: In the event a City department implements, or already has in place, a bid shift selection process for its employees, classification seniority shall prevail with respect to shift selection, scheduling vacation and holiday leave. Provided however, the City may establish a selection system that requires rotation of preference for shift selection beyond seniority to ensure fairness to all employees. This rotation shall occur semi-annually; every six (6) months.

Section 6: During reduction-in-force situations, bargaining unit employees who are veteran preference-eligible, as determined by Florida Statutes, shall have one (1) year added to their accumulated paid service for every year of active duty during a qualifying period. Partial year service shall be calculated accordingly.

## **ARTICLE 17: RETIREMENT PLAN**

**Section 1:** The City shall contribute 11.7% of an employee's gross taxable wages to the 401A plan. . Employees shall be eligible to participate in the 401A on the first day of the month following sixty (60) days of continuous full-time service.

**Section 2:** Employees shall be required to make a two percent (2%) contribution of their gross taxable wages to the 401A.

**Section 3:** Subject to Internal Revenue Code limits, employees may contribute to a City-sponsored 457 deferred compensation plan at their own expense on the first date of hire with the City. Eligibility requirements are available in the Pension Administration Division of the Finance Department.

### **Section 4: Retirement Planning Meetings**

The City agrees to make a representative available from its retirement plan vendor to meet with each new employee one-on-one within 12 months after completing probation to discuss saving for retirement.

The City agrees to make a Certified Financial Planner available from its retirement plan vendor to meet with each employee one-on-one in the calendar year the employee becomes 50 years old to discuss retirement planning generally and to specifically review the option of participation in the Income Advantage Fund which provides a defined benefit for the life of the retiree. The employee will be encouraged to have their spouse or other family member attend as well.

The City agrees to arrange a similar meeting in the year in which the employee becomes age 60.

Attendance at all three meeting shall be mandatory.

## **ARTICLE 18: RETIREE HEALTH SUBSIDY/RETIREE HEALTH SAVINGS PLANS**

A retiree health subsidy (“Subsidy”) is currently available to employees hired before October 25, 2010 who are at least 55 years of age with a minimum of 10 years of full-time service with the City. Part time employees with a minimum of five years of full time service and up to a maximum of 10 years of eligible part time service are also eligible to receive a Subsidy. An employee hired on or after October 25, 2010 shall not be eligible for the Subsidy.

The City does not offer a retirement health savings plan. A retirement health savings plan exists through its vendor (the “vendor Plan”) or successor for full time employees with at least one year of service with the city who previously elected to participate in it. The vendor Plan is no longer being offered to employees so the foregoing applies to current participants.

Specific requirements and details of both plans are available from the Human Resources department.

## **ARTICLE 19: USE OF CITY AND PERSONAL VEHICLES**

The use of vehicles owned by the City of Port St. Lucie shall be in accord with the provisions and restrictions contained in Ordinance 79-27. Take-home vehicle privileges are to ensure the prompt response of an employee in the implementation of their duties.

When it is necessary for an employee to use their private vehicle to enable them to perform assigned duties on City business, he shall be reimbursed at the standard mileage rate set forth in the Internal Revenue Code and its regulations.



## **ARTICLE 20: MANAGEMENT RIGHTS**

### Section 1: Reservation of Rights

The City reserves all rights, powers and authority customarily exercised by management, except as otherwise specifically delegated or modified by express provisions of this Agreement.

### Section 2: Prior Rights

Prior to the time when the Association became the representative of the employees covered by this Agreement, the City had the right to deal with its employees with complete freedom, except as its rights were bounded and limited by general laws. By this Agreement, the City and the Association have agreed to certain limitations on those rights. However, it is the intention of the parties hereto that the City retain, and the City does retain, each and every right and privilege that it had ever enjoyed, except insofar as it has, by the express and specific terms of this Agreement, agreed to limitations.

### Section 3: Exclusive Rights.

It is agreed that the City and management of the City alone shall have the authority:

(a) To determine and direct policies made and methods of providing its services and unilaterally set the standards for same, without any interference in the management and conduct of the City's business on the part of the Association or any of its representatives.

Except as expressly limited by a specific provision of this Agreement, or Florida Statutes, or federal law, the City shall continue to have the exclusive right to take any action it deems necessary or appropriate in the management of its business and the direction of its work force. The management of its business includes the right:

(b) To establish new jobs, abolish or change existing jobs, to increase or decrease the number of jobs or employees, and to determine the assignment of work.

All inherent and common law management rights and functions which the City has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the City. Such rights exclusively reserved to the City shall include the sole and exclusive right:

(c) To determine the size and composition of its work forces;

(d) To determine the number and type of equipment, vehicles, machinery, materials, products and supplies to be used, operated or distributed;

(e) To hire, rehire, retire, promote, demote, evaluate, except as expressly limited by a specific provision of this Agreement;

- (f) To direct, layoff and recall employees subject to the express provisions of this Agreement; to reward or reprimand, discharge or otherwise discipline employees for just cause;
- (g) To maintain the efficiency of employees;
- (h) To determine job content and minimum qualifications for jobs; to determine what records are to be made and kept, including those records relating to hours of work of employees, who will make and keep the records, how the records are to be made and kept;
- (i) To discontinue, transfer, or assign all or any part of its operations; to make time studies of work loads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies; to expand, reduce, alter, combine, transfer, assign, cease or create any job, position, or classification, department, division or operational unit;
- (j) To control and regulate or discontinue the use of any property owned, used, possessed, or leased by the City;
- (k) To make rules and regulations, policies, and procedures not in conflict with the provisions of this Agreement;
- (l) To introduce new, different or improved methods, means and processes of service and operation and otherwise manage the City and direct the work force.

The City's failure to exercise any function or right hereby reserved to it, retained by it, or enumerated herein in Section 3, or, its exercising any function or right in a particular way, shall not be deemed a waiver of its rights or exercise of such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement. The exercise of the above rights in Section 3 shall not preclude the employees or their representatives from filing grievances or seeking other relief about the practical consequences that decisions on these matters may have on their terms and conditions of employment.

Section 4: In interpreting this Agreement, there shall be complete regard for the rights, responsibilities and prerogatives of management. This Agreement shall be so construed that there shall be no interference with such rights as provided in this Agreement.

Section 5: If, at the sole discretion of the City, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, strikes or illegal work stoppages, hurricane conditions or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City during the term of the declared emergency, provided that wage rates, just cause for discipline, and other direct monetary payments shall not be suspended.

## **ARTICLE 21: LABOR MANAGEMENT MEETINGS**

The Association may request a Labor Management meeting to promote communications and cooperation between the Association and the City, to explore avenues to improve quality and efficiency and to seek objectives of mutual concern.

The meeting participants shall consist of Association Officers and/or persons from within the job classifications. A bargaining unit member will be paid as required, for participation at the meeting during working hours.

The meeting shall occur on an "as needed basis." The Association will make a written request to the Director, Human Resources, when the need arises. Such written request(s) shall contain a list of topics to be addressed at the meeting. The purpose of these meetings will be to discuss employee's problems and issues not involving grievances or matters which have been subject of collective bargaining between the parties.

## **ARTICLE 22: DRUG AND ALCOHOL-FREE WORKPLACE**

The City's **Substance Abuse Policy** is published under separate cover and incorporated here by reference. All employees are required to comply with its provisions.

## **ARTICLE 23: CHECK OFF**

Upon receipt of written authorization from an employee, using the form attached hereto as Appendix "C," the City agrees to deduct the regular Association dues of such employee from their bi-weekly pay and remit such deduction to the Association within ten (10) days of the date of deduction. The Association will notify the City, in writing, at least thirty (30) days prior to any change in the amount of regular dues deduction. An employee may, upon thirty (30) days written notice to the City and the Association, revoke their dues deduction.

The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders, or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this article.

No deductions shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after other deductions, are less than the amount of dues to be checked off or deducted.

## **ARTICLE 24: BULLETIN BOARDS & SERVICES TO THE ASSOCIATION**

The City shall furnish the Association with bulletin board space for the posting of Association meeting notices, Election notices, and newsletters.

The City agrees to furnish the Association, upon request, one copy of the following for employees in the Bargaining Unit:

1. Names, addresses, and classification titles.
2. List of employees by occupation.

The City agrees to provide the Association, upon request, with the following documents and publications (one (1) copy, unless otherwise indicated):

1. City Council Agendas – (found online)
2. Training and Benefit Bulletins – (found online)
3. Classifications Specifications (2)
4. Proposed Budget – (found online)
5. Final Budget – (found online)
6. Pay Plan (2)

## **ARTICLE 25: COMPLETE AGREEMENT**

This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the terms hereof, and constitutes the sole, entire and existing Agreement between the parties hereto.

## **ARTICLE 26: SEVERABILITY CLAUSE**

Should any part of this agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by the Public Employee Relations Commission or a Court of competent jurisdiction, or by the decision of any authorized governmental agency; then such invalidation of such part of this Agreement shall not invalidate the remaining portions thereof, in the event of such occurrence, the parties agree to meet immediately, and, if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.



## **ARTICLE 27: STRIKES AND LOCKOUTS**

There will be no strikes, work stoppages, sick-outs, picketing while working, slowdowns or other concerted failure or refusal to perform assigned work by the employees or the Association, and there will be no lockouts by the City for the duration of this Agreement. The Association guarantees to support the City fully in maintaining operations in every way.

Any employee who, in violation of the Public Employee Relations Act, participates in or promotes a strike, work stoppage, picket line while working, slowdown, sick-out or concerted failure or refusal to perform assigned work shall be discharged. Evidence proving the above shall constitute just cause for termination.

It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of City citizens and that any violation of this Article would give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that in the event of any violation of this Article, the City shall be entitled to seek and obtain immediate injunctive relief and all other relief as provided by the law.

## **ARTICLE 28: TERM OF AGREEMENT**

The collective bargaining agreement between the City and the Government Supervisors Association of Florida, OPEIU Local 100 - Supervisors, shall be effective October 1, 2022 and continue until September 30, 2025.

Either party may require by written notice to the other between March 1, 2025, and not later than March 30, 2025, to start negotiations for renewal of this Agreement to be effective October 1, 2025. If neither party shall submit such written notice during the indicated period, this Agreement shall be automatically renewed for the period of October 1, 2025 through September 30, 2026 .

SIGNATURE PAGE

FOR THE GOVERNMENT SUPERVISORS ASSOCIATION OF FLORIDA, OPEIU, LOCAL 100:

  
\_\_\_\_\_

GSAF/OPEIU, Local 100

12/9/22  
DATE

  
\_\_\_\_\_  
Luiz Morizot-Leite, Vice President  
GSAF/OPEIU, Local 100


12-09-2022  
DATE

  
\_\_\_\_\_

D. Marcus Braswell, Jr., Esq,  
Sugarman, Susskind, Braswell & Herrera P.A.

01/04/2023  
DATE

UNION'S NEGOTIATING TEAM:

  
\_\_\_\_\_

Richard Bartholomew  
Representative GSAF, Local 100

1/5/23  
DATE

FOR THE CITY OF PORT ST. LUCIE:

  
\_\_\_\_\_  
Russ Blackburn, City Manager

DATE

1-6-2023  
DATE

**CITY'S NEGOTIATING TEAM:**

  
Daniel Kleman, Special Assistant to City Manager

11/17/22  
DATE

  
Kristina Ciupenger, Deputy City Manager

11/16/22  
DATE

  
Natalie Cabrera, Director, Human Resources

11/15/22  
DATE

  
Kimberly A. Sala, Labor Relations & Benefits Division Administrator

11/15/2022  
DATE

  
Daniel Segui, Assistant Director, Utility Systems


12/02/2022  
DATE

  
Patricia Roberts, Deputy Director, Parks & Recreation

11-17-2022  
DATE

  
Sue Walsh, Manager, Public Works Personnel Liaison

11/15/2022  
DATE

  
Carmine Izzo, Commander, PSLPD

11/16/22  
DATE

\_\_\_\_\_  
Milton R. Collins, Esq.  
Weiss Serota Helfman Cole & Bierman

\_\_\_\_\_  
DATE

## **Appendices for GSAF/OPEIU Collective Bargaining Agreement**

<b><u>APPENDIX</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>CBA PAGE(S)</u></b>
Appendix A	Grievance Form	12
Appendix B	Evaluation Form	19
Appendix C	Dues Deduction Form	52

GRIEVANCE PROCEDURE AND FORM

APPENDIX A

<p>This form shall be utilized to document any claimed violation or inequitable application of the City's Personnel Rules and Regulations and/or any ratified collective bargaining agreement(s) in existence. The grievance procedure shall not be used to appeal or contest a dismissal or discharge (refer to the Disciplinary Action section of the City's Personnel Rules and Regulations. The City maintains a separate policy to appeal dismissals.)</p>	<p>Every employee shall have the right to present his/her grievance free from interference, coercion, restraint, discrimination or reprisal. All grievances must be in writing and signed by the grievant.</p>	<p>Times frames outlined in the City's Personnel Rules and Regulations or collective bargaining agreement shall be observed, unless other arrangements are mutually agreed upon in writing. If you have any questions regarding the completion of this form, please contact a representative of the Administrative Services Department for further clarification.</p> <p>In order to help in the resolution of your grievance, please supply the following information completely and honestly. Use additional sheets of paper, if necessary. Provide copies of documents that will assist in the resolution of this grievance.</p>
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Print Employee Name \_\_\_\_\_ Department \_\_\_\_\_ Date \_\_\_\_\_

Nature of Grievance:

Violation of the City's Personnel Rules and Regulations

Specific Section(s): \_\_\_\_\_

Violation of the collective bargaining agreement

Specific Article(s): \_\_\_\_\_

Please give detailed explanation of your grievance:

**WHO** is involved in the grievance? Please give name(s), title(s), and department(s) of those involved or who witnessed the incident(s) (Designate who is a witness.):

**WHAT** happened? Please explain in detail, without giving your opinion.

**WHEN** did the situation occur? Please give exact date and time.

**WHERE** did the incident take place? Please state exact location (department or area).

**WHY** do you feel this is a violation of the terms and conditions of your employment?

**HOW** can this situation be resolved; what adjustment do you feel will be satisfactory?

Administrative Service (white)	Department Head (yellow)	City Manager (pink)	Employee (goldenrod)
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Employee Signature \_\_\_\_\_

# APPENDIX B

Employee Name: \_\_\_\_\_ Emp#: \_\_\_\_\_

Job Title: \_\_\_\_\_ Department: \_\_\_\_\_ Band: \_\_\_\_\_

Period Being Evaluated From: \_\_\_\_\_ To: \_\_\_\_\_

## ANNUAL PERFORMANCE CRITERIA

### PART I

RATE EACH CATEGORY SEPARATELY - Include supporting comment and/or demonstrate example to support rating given.

*ER = Exceeds Requirements MR = Meets Requirements DR = Does Not Meet Requirements*

#### PERFORMANCE LEVEL

ER MR DR

ER	MR	DR

**PERSONAL APPEARANCE/ATTENDANCE:** Personal appearance refers to the employee's personal Grooming and attire. Does the employee's personal appearance meet the standards and requirements of the Job? An employee's personal appearance is usually dictated by the nature of the work and department standards, which should be considered in evaluating this quality.

Number of days absent since last review \_\_\_\_\_.

Do not include absences for holidays, vacation, jury duty, bereavement leave, or leave(s) of absence.

Number of days late since last review \_\_\_\_\_.

All instances of DR must be fully explained in Remarks section. Use additional sheets if necessary.

Describe any significant accomplishments.

Remarks: \_\_\_\_\_  
\_\_\_\_\_

ER MR DR

ER	MR	DR

**WORKING RELATIONSHIPS:** Willingness to cooperate with others and demonstrate a positive outlook toward work and the City.

**EXCEEDS REQUIREMENTS:** Quick to offer assistance to others, and/or excellent team worker, and/or promotes a favorable City and department image.

**MEETS REQUIREMENTS:** Cooperative, and/or willing to follow directions, and/or agreeable, and/or interacts well with others.

**DOES NOT MEET REQUIREMENTS:** Uncooperative, and/or argumentative, and/or unwilling to follow instructions, and/or difficulty working with others.

All instances of DR must be fully explained in Remarks section. Use additional sheets if necessary.

Describe any significant accomplishments.

Remarks: \_\_\_\_\_  
\_\_\_\_\_

**OBSERVANCE OF RULES AND REGULATIONS:** Follows City's Policies and Procedures, including departmental procedures.

Serious infractions will result in progressive discipline up to and including termination.

ER	MR	DR

All instances of DR must be fully explained in Remarks section. Use additional sheets if necessary.

Describe any significant accomplishments.

Remarks: \_\_\_\_\_  
\_\_\_\_\_

**JOB KNOWLEDGE:** Understands job methods, procedures and equipment.

ER	MR	DR

*EXCEEDS REQUIREMENTS:* Exceptional knowledge of job duties, procedures and standards, and/or provides valuable support/input toward meeting departmental goals and/or seeks additional job knowledge and skills, and applies such to overall department/division.

*MEETS REQUIREMENTS:* Adequate understanding of job duties, procedures and standards, and/or needs minimal additional instruction.

*DOES NOT MEET REQUIREMENTS:* Inadequate knowledge of job duties, and/or requires frequent direction to apply knowledge/skills properly.

All instances of DR must be fully explained in Remarks section. Use additional sheets if necessary.

Describe any significant accomplishments.

Remarks: \_\_\_\_\_  
\_\_\_\_\_

**APPLICATION TO DUTIES:** Evaluate the following criteria:

- A. Quality of work .....
- B. Quantity of work .....
- C. Organizational skills .....
- D. Time Utilization .....

ER	MR	DR

All instances of DR must be fully explained in Remarks section. Use additional sheets if necessary.

Describe any significant accomplishments.

Remarks: \_\_\_\_\_  
\_\_\_\_\_

**ANNUAL PERFORMANCE CRITERIA RATING:**

ER	MR	DR





Overall Comments Regarding Evaluation:  
**To be completed by Supervisor.**

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Overall Comments Regarding Evaluation:  
**To be completed by Employee.**

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You may attach a separate sheet of paper for further comments.

**OVERALL RATING**

EXCEEDS REQUIREMENTS	MEETS REQUIRMENTS	DOES NOT MEET REQUIRMENTS

**ALL WAGES ARE FROZEN. NO ANNUAL MONETARY INCREASES UNTIL FURTHER NOTICE**

Recommended Increase:      %      N/A                      %      N/A                      %      N/A  
    COLA      \_\_\_\_\_      MERIT      \_\_\_\_\_                      Total Increase      \_\_\_\_\_      Eff Date      \_\_\_\_\_

\_\_\_\_\_  
 Employee Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Supervisor Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Department Head Signature

\_\_\_\_\_  
 Date

GOVERNMENT SUPERVISORS  
ASSOCIATION  
OF FLORIDA  
OPEIU LOCAL 100, AFL-CIO

3600 Red Road • Suite 405 • Miramar, Florida 3302  
(954) 920-0046 • Fax: (954) 920-0725  
(305) 477-9644 • Fax: (305) 599-9675  
Website: gsaflocal100.org • e-mail: gsaf@bellsouth.net

MEMBERSHIP APPLICATION

Please complete the following information

Please print

NAME \_\_\_\_\_

SOCIAL SECURITY NUMBER OR EMPLOYEE ID \_\_\_\_\_

DEPARTMENT \_\_\_\_\_

JOB TITLE \_\_\_\_\_

WORK ADDRESS (Please include building, site, office no.) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

HOME ADDRESS (Please include apartment, etc.) \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

( ) \_\_\_\_\_ ( ) \_\_\_\_\_  
HOME PHONE BEEPER/MOBILE PHONE

( ) \_\_\_\_\_  
WORK PHONE PERSONAL E-MAIL

SIGNATURE \_\_\_\_\_



continued on back

I hereby authorize my employer, City of Port St. Lucie to deduct from my wages each pay period the current Government Supervisors Association dues and transmit this amount to the Treasurer of the Association.

RECRUITED BY \_\_\_\_\_  
PRINT NAME



AUTHORIZATION FOR PAYROLL DEDUCTION



APPENDIX C

Signed \_\_\_\_\_

Date \_\_\_\_\_