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, 2013 – SEPTEMBER 30, 2016

Approved by the Bargaining Unit:	October 9, 2013
Approved by City Council:	November 12, 2013

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OPEIU/SUPERVISORS 2013-2016

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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 October 1, 2013 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 less than 30 hours per week.

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

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.

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 his/her current position.

REGULAR (a.k.a. CLASSIFIED) FULL-TIME: An employee who regularly/ works in excess of thirty (30) 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 less than thirty (30) hours per week 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" 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 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 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 his or her 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 his 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 Director of Human Resources or designee in the absence of the Director of Human Resources 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.

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 his/her job performance, including attendance and productivity, to meet with him/her to bring to his/her attention to the deficiencies noted and provide guidance or other forms of assistance to enable him/her to make necessary correction. 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 his 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. After the completion of an investigation, the investigator shall issue a written report to the Director of Human Resources, documenting the facts discovered during the investigation.

A. The report shall be reviewed by the applicable Department Head who will thereafter conclude whether or not there is just cause for disciplinary action.

B. Management shall have the right to relieve a bargaining unit member by placing her/him 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.

C. 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.

The employee and the Association shall be provided a copy of the investigatory report and all supporting documents, whether electronic or paper formats, upon which discipline is based, unless such information is considered confidential or privileged by law. The employee may have the employer release confidential material to the Association if he signs the appropriate waiver(s).

Section 6:

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/she 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 eight (8) 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) The employee's immediate supervisor or designee shall have a meeting within eight (8) 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 eight (8) 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 eight (8) days after receipt of the decision at Step 1.

(b) The department head or designee shall have a meeting within eight (8) 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 eight (8) days of the meeting.

(3) 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 or ~~his designee~~ within eight (8) days after receipt of the decision at Step 2.

(b) The City Manager or his designee shall have a meeting within eight (8) days of receiving the grievance with the employee and/or Association Representative to discuss the grievance. The City Manager or his designee shall communicate a decision in writing to the employee and to the Association Representative within eight (8) days of the meeting.

(4) Arbitration

(a) If the grievance is not resolved at Step 3, the Association President, or his 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.

(5) 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.

(6) 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. The position shall be posted for a period of five (5) days, during which time the City shall take applications on the prescribed form (Application for Posted Job) only from bargaining unit members. 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. If a bargaining unit employee does not fill the position, management retains the right to fill the position accordingly.

Section 1: Promotions

An employee may be promoted to a job classification in a higher band after successfully meeting the requirements for that position. Upon promotion, the employee will have his/her pay, classification date and probationary period adjusted as follows:

- Promotion is defined as; Employees changing to a position in a higher band receives a salary increase of ten (10%) percent or receives a minimum starting salary of the new position, whichever is higher. The classification date of employees who are promoted to a higher band changes to the date of promotion. All promoted employees shall serve a ninety day (90 day) probationary period.

- Employees failing to satisfactorily complete their 90 day probationary period in their new position after having already been classified as a regular, full-time "permanent" 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/she 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; there is a lack of funds or if an employee voluntarily requests a demotion.

- Demotion to a lower band is defined as; whenever a bargaining unit member is voluntarily or involuntarily brought to a lower band outside this bargaining unit. A demoted employee's rate of pay (salary) will be reduced.

- Demotion within the same band is defined as; whenever a bargaining unit member is brought to a lower classification within the same band whether voluntary or involuntary. In such an event, they shall receive a 5% reduction in pay. The employee's classification date will not change. All demoted employees shall serve a 90 day probationary period.

Section 3: Reclassifications

Reclassification – Is defined as a bargaining unit member changing to a higher classification, as determined by the starting rate, within the same band. When an employee is reclassified to a position within the same band with a higher starting rate of pay, the employee's new pay will be the minimum for the new position, or five (5%) percent more than his/her pay prior to the reclassification, whichever is higher. An increase of more than five (5%) percent may be recommended by the department head, depending upon the circumstances of the reclassification and subject to the City Manager's approval. Employees who are reclassified to a position within the same band retain their classification date. All reclassified employees shall serve a 90 day probationary period.

Reclassifications may be voluntary or involuntary.

The Director of Human Resources 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 his/her department head for review and comments.

Section 4: Transfers

Non-probationary employees may voluntarily apply to transfer from one budgeted position to an open position in another department, using the form attached hereto as Appendix "B." These transfers require the approval of the Director of Human Resources and the receiving Department Head.

Employees may be transferred involuntarily when they are needed for the good of the City to fill positions in other departments. These transfers require the approval of the Director of Human Resources in coordination with the appropriate department heads.

Transfers within the same band do not affect an employee's classification date.

Employees transferred to a lateral position retain their current salary and classification date.

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 expected to begin and end work according to the schedule. The concerned department may consider such schedule changes when operationally feasible. The Department'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 his/her supervisor no less than 30 minutes prior to the start of their shift. If an employee is unable to contact his/her supervisor prior to the scheduled reporting time, he/she 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 his/her 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, he/she will be paid time and one-half (1.5) his/her regular rate for all hours worked, and receive his/her normal holiday compensation.

When a City-observed holiday and an employee's day off coincide, the employee will be granted another day off, have his/her vacation leave credited or receive compensation for one shift at his/her regular rate of pay, subject to the approval of the department head or his 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. Probationary bargaining unit members shall be evaluated on a more frequent basis. Initial probation shall be nine months (9) 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 his 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 his department head and the Director of Human Resources, 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 (BROADBANDING/CLASSIFICATION) PLAN AND WAGES

Section 1 - PLAN OVERVIEW

The Director of Human Resources maintains and implements the City's Broadbanding/Classification Plan (the "Plan"). This Plan groups position titles a.k.a. classifications in one (1) of five (5) bands. The Plan specifies starting rates for all position titles contained in each of the five (5) bands. The bands are as follows beginning with the highest band:

Administrator: Department heads and staff members who report directly to the City Manager and whose primary duty is related to the administration of the City.

Manager/Professional: Assistant/Deputy Department Heads; Division Heads as well as staff members whose primary duty is to manage a department or division under the general direction of the department head; and staff members who have obtained an advanced degree and/or certification in a recognized professional discipline.

Supervisor/Mid-Management: Staff members whose primary responsibility is to direct the daily activities of other employees.

Technical: Staff members who possess one or more certifications, licenses or degree/non-degree training in a non-professional discipline.

Support Staff: Staff members whose primary work is to support the achievement of departmental goals.

Section 2 - STARTING SALARIES

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 Director, Human Resources. Starting salaries exceeding 15% of the start rate require the authorization of the Director, Human Resources and the City Manager.

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 his/her current position.

Section 4 - PAY PLAN REVIEW AND ADJUSTMENTS

Effective October 1st of each fiscal year, the Human Resources Department may recommend to the City Manager any necessary adjustments to each classification.

Section 5: ANNUAL INCREASES

In Year One (1) of this Agreement, (Fiscal Year 2013-2014), all bargaining unit members shall receive a 1.4% across the board increase, effective October 1, 2013, or date contract is ratified by the bargaining unit. On April 5, 2014, all bargaining unit members shall have added to their annual base pay $1,500.

In year two (2) of this Agreement (Fiscal Year 2014-2015), all bargaining unit members shall receive a 1.3% across the board increase effective, October 1, 2014. On April 4, 2015, all bargaining unit members shall have added to their annual base pay $1,000.

In year three (3) of this Agreement (Fiscal Year 2015-2016), all bargaining unit member shall receive a 1.2% across the board increase effective October 1, 2015. On April 2, 2016, all bargaining unit members shall be eligible to receive 1.2% merit added to their annual base pay. The merit increase is contingent upon employees receiving an overall rating of "Meets Requirements" or "Exceeds requirements" on their last annual performance evaluation. Merit increases are not automatic but must be earned and are based upon satisfactory job performance. All classified bargaining unit members will be eligible to receive **"only"** one (1) merit increase per year.

Section 6: 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 a 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 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 a one-time lump sum payment as follows:

Associate's Degree	$500.00
Bachelor's Degree	$1,000.00
Master's Degree	$1,500.00

Loss of required certification (s) may result in a commensurate decrease in pay and change in status.

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

Bargaining unit members must obtain written approval in advance from a 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 for resolution.

Section 7: CALLBACK PAY

Callbacks are defined as when an employee is required to return to work after the completion of his 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 8: 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 his stand-by duty.

Section 9: 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 his shift. The bargaining unit member must be on site within forty-five minutes. The bargaining unit member 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 his on call status.

Section 10: DIFFERENTIAL PAY, JURY DUTY, COURT APPEARANCE PAY, EMERGENCY 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 his 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 his 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 his 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 non-exempt employees shall receive pay until the end of their shift. All non-exempt 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 11: SEVERANCE PAY

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

Section 12: PRE-PAID REQUIRED COURSE/TRAINING WORK

If an employee is required as part of his/her 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 13: REIMBURSEABLE/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 his/her professional, skilled craft or technical status to perform his/her 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 his/her 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: 14: CELLULAR PHONE ALLOWANCE

Bargaining Unit members with city-issued cellular phones shall submit a written request to their Department Head to determine if they are eligible to participate in the City's Cellular phone Allowance Program, which will result in a monthly $50.00 cell allowance. In the event a request is approved, the employee shall receive the allowance on the first of the month following their approved request. A denied request shall not be subject to the grievance procedure.

Section 15: 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 16: DURATION

This article shall be in effect for a period of three years, commencing October 1, 2013 and expiring September 30, 2016. Employees shall not be eligible for any wage increase, wage adjustment or incentive increase on or after October 1, 2016, 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 other 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
- ** Met Life Insurance
- ** AFLAC Policies
- + American Fidelity Insurance Policies
- ** Prepaid Legal Plan
- + American Public Insurance Policy

  * F/T and P/T Employees
  ** F/T and P/T Employees- pay all costs through payroll deduction
  \+ F/T employees only - pay all costs through payroll deduction
  No Symbol: F/T Employees Only

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

Effective October 1, 2013, the City and the employee shall each continue to provide monthly dollar amount contributions to the Health Insurance Fund for the cost of health care coverage as outlined below:

	Employee Contribution		Employer Contribution		Total Contribution	
	$	%	$	%	$	%
Employee Only	40	8	459	92	499	100
Emp.& Spouse	151	12	1,109	88	1,260	100
Emp.& Children	111	12	813	88	924	100
Emp.& Family	193	12	1,412	88	1,605	100

Effective December 1, 2013, the City and the employee shall each provide monthly dollar contributions to the Health Insurance Fund for the cost of health care coverage as outlined below:

	Employee Contribution		Employer Contribution		Total Contribution	
	$	%	$	%	$	%
Employee Only	43	8	497	92	540	100
Emp.& Spouse	219	14	1,348	86	1,567	100
Emp.& Children	149	14	913	86	1,062	100
Emp.& Family	260	14	1595	86	1,855	100

Effective October 1, 2014 the City and the employee shall each provide monthly dollar contributions to the Health Insurance Fund for the cost of health care coverage as outlined below:

	Employee Contribution		Employer Contribution		Total Contribution	
	$	%	$	%	$	%
Employee Only	45	8	522	92	567	100
Emp.& Spouse	247	15	1,399	85	1,646	100
Emp.& Children	167	15	947	85	1,114	100
Emp.& Family	292	15	1655	85	1,947	100

Effective October 1, 2015 the City and the employee shall each provide monthly dollar contributions to the Health Insurance Fund for the cost of health care coverage as outlined below:

	Employee Contribution		Employer Contribution		Total Contribution	
	$	%	$	%	$	%
Employee Only	47	8	537	92	584	100
Emp.& Spouse	254	15	1,441	85	1695	100
Emp.& Children	172	15	976	85	1148	100
Emp.& Family	301	15	1705	85	2006	100

~~Effective the first of the month following the ratification of this agreement, employees shall be responsible for the following in network co-payments:~~

~~Primary Care Physician — $20 per visit~~
~~Specialist Physicians. — $40 per visit~~
~~Emergency Room — $50 per visit.~~

~~The cost for covered prescriptions shall be $10 per generic prescription, $30 per preferred brand name prescription, and $50 for non preferred brand name prescription. Mail order prescriptions (90 day supply) shall be $20 per covered generic prescription, $40 per covered preferred brand name prescriptions, and $60 for non preferred brand name prescription.~~

~~Employees are subject to a $300 Calendar Year Deductible.~~

The City agrees to continue to pay employees' health insurance benefit premiums if the employee is permanently disabled as a result of a job-related injury. 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 employee is killed in the line of duty, the City shall continue to provide health insurance benefits to the employee's spouse and/or dependent children as long as they meet eligibility requirements and applicable contribution amounts are paid.

Section 2: 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 3: HEALTH INSURANCE PLAN REBATE PROGRAM

Since the total contributions for the health insurance plan, as identified in Section 1: #2 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 establish 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 by comparing budgeted expenditures in the Health Insurance Fund (#605) as identified in the annual City budget adopted each September for the ensuing fiscal year (Original Budget) with actual expenses as identified in the end of the year (September 30th) financial statements for the fund. The budgeted expenses for Fiscal Year 2013-2014 are $14,891.425. If annual expenses are less than budgeted expenses, employees and the City shall receive proportionate share rebates based on the number of employees in each plan, the plan that an employee has selected and the employee/City percentage split of contribution for that year.

The spreadsheet identified as Appendix E of this contract provides an example of a rebate calculation. The formula used to determine the rebate for an individual employee is as follows:
The overall savings in costs, as determined by the September 30th financial statements, is inserted in cell C13 of the Health Plan rebate Excel spreadsheet. The set formulas will allocate this amount of the four tiers of coverage (column). These amounts are then divided by the number of employee contracts/participants (column D) to show the savings per participant per

tier of coverage (column E). That figure is then split by the funding ratios for the Employee and City as set by this contract.

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 15, following the end of the fiscal year with the first rebate to be distributed, if applicable by December 15, 2014.

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, a employee shall notify his/her 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, voicemail) shall suffice. An employee in a unit operating on a sixteen or twenty-four hour basis must notify his immediate supervisor sixty (60) minutes prior to the start of his 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%

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

Upon involuntary termination from the 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.

If an employee does not use any sick time in a twelve (12) month anniversary period, the employee may choose to convert eight (8) hours of sick time to vacation time, immediately following his/her anniversary date of employment.

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. 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 twelve (12) month period. The donated sick time may only be used for FMLA matters directly involving the employee. 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 .5 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 14, paragraph. 1 or 2 of this article.

3. Annual leave may be accrued to a maximum of thirty (30) days (240 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 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 80 hours of accrued leave in the preceding anniversary period, an employee may request to sell back up to 80 accrued hours of his remaining accrued balance. Approval of any payments is contingent upon budget restrictions and the concurrence of the City Manager.

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 240 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 his designee within 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 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 Director of Human Resources. 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 his military salary and the regular rate of pay he 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) the 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;
(3) to care for a spouse, son, daughter or parent ("covered relation") with a serious health condition; or
(4) Because of the employee's own serious health condition.
(5) Qualifying Military Exigency Leave
(6) Military Caregiver Leave

The City uses a variable 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, 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 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 he/she 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 his 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.

The City may require verification of the employees' attendance. Employees are also required to keep the employee's supervisor or his 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 also be submitted. 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 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 him/her 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 quit.

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 initial requests for leave and requests for extensions of leave must be submitted in writing to the employee's department head or his/her designee. 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 his resignation.

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 his or her sole discretion for his or her respective department, and shall be available as follows:

1. An employee may request to flex his schedule to accommodate personal needs, provided mutual agreement is reached with his immediate supervisor. Employee requested flex time shall not result in an overtime expense to the City and may be denied based on staffing 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 his/her designee must acknowledge and accept a resignation in writing. The written notice does not apply if an employee abandons his/her 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 his/her 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 quit.

RETIREMENT eligibility is determined by the specific conditions relating to retirement and pensions set forth in the various City pension plans maintained in the Human Resources Department. Retired employees, at the time of their retirement from the City, are eligible to continue health insurance benefits, subject to 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 his/her 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 may initiate discharge of any classified employee.

LAYOFF (REDUCTION IN FORCE)

The City Manager or his/her 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 one (1) year 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/she 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 his/her 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 director of the department, 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 one (1) year 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 one (1) year 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 a probationary period if they return to the service of the City to the same or similar position within one (1) year of their separation.

Employees who are rehired within one (1) year 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 one (1) year of his/her 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 two (2) pay periods 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 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 his 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 his 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.

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 agrees to provide employees with a contribution of 10.5% of their gross taxable wages to the ICMA 401A, subject to Internal Revenue code limits.

Section 2: Employees shall be eligible to participate in any City-sponsored pension plans on the first day of the month following ninety days of continuous full-time service to the City. Eligibility requirements are available in the Human Resources Department.

Section 3: Subject to Internal Revenue Code limits, employees may contribute to a City-sponsored 457 deferred compensation plan at their own expense.

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.

A retirement health savings plan exists through ICMA ("ICMA 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 ICMA 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 his duties.

When it is necessary for an employee to use his private vehicle to enable him/her to perform assigned duties on City business, he/she 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: DRUG AND ALCOHOL FREE WORKPLACE

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

ARTICLE 22: CHECK OFF

Upon receipt of written authorization from an employee, using the form attached hereto as Appendix "D," the City agrees to deduct the regular Association dues of such employee from his 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) day written notice to the City and the Association revokes his 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 23: 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 with the following documents and publications (one (1) copy, unless otherwise indicated):

1. City Council Agendas
2. Examination Announcements
3. Training and Benefit Bulletins
4. Classifications Specifications (2)
5. Proposed Budget
6. Final Budget
7. Pay Plan (2)

ARTICLE 24: 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 25: 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 26: 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 27: TERM OF AGREEMENT

The collective bargaining agreement between the City and the Government Supervisors Association of Florida, OPEIU Local 100 - Professional Employees, shall be effective October 1, 2013 and continue until September 30, 2016.

Either party may require by written notice to the other between March 1, 2016, and not later than March 30, 2016 to start negotiations for renewal of this Agreement to be effective October 1, 2016. If neither party shall submit such written notice during the indicated period, this Agreement shall be automatically renewed for the period of October 1, 2016 through September 30, 2017.

Appendices for GSAF/OPEIU Collective Bargaining Agreement

APPENDIX	DESCRIPTION	PAGE(S)
Appendix A	Grievance Form	8
Appendix B	Application for Posted Job	11
Appendix C	Evaluation Form	14
Appendix D	Health Rebate Example	23
Appendix E	Dues Deduction Form	45

SIGNATURE PAGE

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

Greg Blackman, President GSAF/OPEIU, Local 100	2/20/14 DATE
Otto Castillo, Vice President GSAF/OPEIU, Local 100	DATE

UNION'S NEGOTIATING TEAM:

Mary Beth Lee, Representative GSAF/OPEIU, Local 100	2/26/14 DATE
Rick Perkins, Representative GSAF/OPEIU, Local 100	2/26/2014 DATE
Bryan Lloyd, Representative GSAF/OPEIU, Local 100	2/26/14 DATE

FOR THE CITY OF PORT ST. LUCIE:

Jeffrey Bremer, City Manager — 2-18-14 DATE

CITY'S NEGOTIATING TEAM:

Daniel Kleman, Special Asst. to the City Manager — 2/18/14 DATE

Milton R. Collins, Assistant City Attorney — 2-18-14 DATE

Susan Williams, Director, Human Resources — 2-18-2014 DATE

Edwin Fry, Director, Finance — 2/18/2014 DATE

Joel Dramis, Building Official — 2/19/14 DATE

Sherman Conrad, Dir. Parks & Recreation — 2-18-14 DATE

Jesus Merejo, Director, Utility Systems — 2-18-14 DATE

Patricia Roebling, City Engineer — 2-18-14 DATE

David Pollard, Director, OMB — 2-18-14 DATE