

ARTICLE 9 – BASIC WORK WEEK AND OVERTIME

9.1 The basic work week for all full-time employees covered by this labor agreement shall consist of forty (40) hours unless otherwise specified or scheduled by Management to meet particular requirements of individual Departments, Divisions or Sections of a Department. Individual Departmental Management shall establish the basic work week and hours of work best suited to meet the needs of the Department and provide superior service to the community. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per week.

9.2 The basic work week of forty (40) hours for full-time employees shall be from Monday through Friday of each week unless specified or scheduled by Management to meet particular requirements of individual Departments, Divisions or Sections of a Department. When Management deems it necessary, work schedules may be established other than the basic Monday through Friday schedule, provided that the basic work week of forty (40) hours is scheduled within five (5) days. In this connection if a major segment of either Bargaining Unit is affected, Management will notify the Union as far in advance as possible.

9.3 All authorized and approved work performed in excess of forty (40) hours in any one work week shall be considered as overtime and shall be paid at the overtime rate of one and one-half (1 ½) times the employee's regular hourly rate of pay, as required by the Fair Labor Standards Act. No employee shall suffer any reduction in normal, scheduled hours of work to preclude the payment of overtime. Employees represented by these Bargaining Units shall be permitted to accrue and utilize compensatory time in lieu of being paid for overtime hours worked with the approval of their supervisor. Employees will not be forced to accept compensatory time in lieu of being paid overtime. If an employee is scheduled to work overtime, the employee may, with the approval of the supervisor, take time off on an hour-for-hour basis during the week in which overtime hours would otherwise have been worked. If the time is not taken off in that same work week, compensatory time will accrue at time and one-half for each hour worked over forty (40) hours (i.e. 1 ½ hours for each hour worked over forty (40) hours). Accrued compensatory time should be taken no later than seven (7) pay periods after it is earned. Accrued compensatory time balances shall be capped at forty (40) hours. Compensatory time not taken within seven (7) pay periods from the date of accrual shall be paid out to the employee in the next regular pay period. Compensatory time off should be requested in advance of the time to be taken off work.

9.4 For purposes of overtime computation, annual leave, illness leave, bereavement leave, jury duty, annual military leave and other absences from duty on active pay status shall not be considered as time worked, with the exception that holiday hours shall count towards the computation of overtime.

9.5 Employees shall be required to work overtime when assigned unless excused by supervision. In the event any employee in the Unit is assigned to work approved overtime, the employee will not be required to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked.

An employee desiring to be excused from overtime work assignments for good and sufficient reasons shall submit, in writing, a request to the immediate supervisor. The written request, if approved, shall remain in force until rescinded in writing by the employee to an immediate supervisor or until it becomes required and necessary to assign and schedule this employee to overtime work.

At the time overtime work is required and necessary, the work shall be performed by employees who have not requested, in writing, to be excused from such assignment.

In the event overtime work is required and the Department, Division or Section cannot schedule the required numbers of employees, then those employees who have approved requests on file excusing them from overtime work shall be assigned and required to work such overtime.

9.6 Overtime work will be distributed equitably among full-time employees in their particular job classification, in their organization units (i.e., major shop areas, department, shift, section, etc.), as far as the character of the work permits. Although temporary imbalances in the distribution of overtime may occur, nothing in this Section shall be construed as alleviating the continuing intent of Departmental Management to distribute overtime fairly and equitably over an extended period of time. Departmental Management will maintain overtime records and will make such information available to a Union representative.

At the request of a worker(s), management shall publicly post overtime records for the relevant Division or Section in a common area or management-controlled bulletin board.

9.7 When an employee is assigned to work overtime, as distinguished from a call back, in excess of five (5) hours before or after regular shift hours, the immediate supervisor will schedule a paid lunch period during the overtime assignment unless the employee's overtime work assignment requires constant attention or availability or, if the employee does not desire a lunch period.

9.8 This Section applies exclusively to the Blue Collar Collective Bargaining Unit only. The terms within this Section are not applicable to any members of the White Collar Collective Bargaining Unit by intent or practice. It is not the intention of the City to have supervisory or managerial employees perform Blue Collar Bargaining Unit work. Bargaining Unit work will not be assigned to the aforementioned employees except for the following:

- A. Emergency situations where regular employees are not immediately available for assignment and where the assignment would not extend past a reasonable period of time.
- B. Training, instruction, testing, or demonstration of current or new work projects, systems, or equipment.

However, none of the aforementioned acts shall be used to deprive an employee from working the normal weekly schedule.

9.9 Call Back

Call back pay is provided to compensate full-time employees required to return to work after completing a regularly assigned shift. Eligibility for call back pay is as follows:

- A. Any employee who is off duty and is required to return to work on an unscheduled basis shall be eligible for call back pay.
- B. Any employee required to return to work three (3) hours or less prior to the regularly scheduled starting time shall be paid for the actual time worked plus one (1) hour inconvenience pay.
- C. Any employee required to continue working after completion of a regular scheduled shift shall be ineligible for call back pay but may be eligible for compensation at the overtime rate of pay.

- D. An employee who is contacted during off-duty hours and is offered and accepts voluntary overtime is not eligible for call back pay but may be eligible for compensation at the overtime rate of pay.
- E. Any employee eligible for call back pay shall be paid for the actual hours worked, plus one (1) hour bonus for the call back inconvenience. A minimum guarantee of four (4) hours pay which will include the one (1) hour inconvenience bonus shall be paid. All hours worked on a call back shall be counted toward computing the weekly overtime.
- F. When an employee is contacted at home and is able to address a work-related problem by phone or via computer from home, the employee shall not be paid in accordance with Paragraph F above. Instead, the employee will receive payment for actual time worked, subject to a minimum of one (1) hour. Departments will be responsible for determining the reasonableness of time claimed, particularly in situations where the employee was not logged on to the computer system for the entire time while working on the problem, in cases where a computer was used. An employee who is contacted off-duty and required to report to a City work site to address a problem via computer or an employee contacted off-duty who has to return home in order to address a problem via computer will receive call-back pay in accordance with the provisions of Paragraph F.

9.10 Standby Time

- A. In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule employees to standby duty. A standby duty assignment is made by a supervisor who requires an employee to be available for work due to an urgent situation on off duty time which may include nights, weekends, or holidays. Employees shall be required to be on standby duty when assigned unless excused by supervision.

(1) Employees assigned to standby duty by their supervisor are guaranteed standby pay of one quarter of an hour (.25) at their regular straight time hourly rate for each one hour increment of standby time assigned and scheduled. Standby time shall not count as hours worked for the purpose of computing overtime pay.
- B. Employees while on standby duty when called to work will, in addition to the standby pay of one quarter of an hour (.25) for each one hour assigned, be paid for the actual time worked with a minimum guarantee of one (1) hour's pay for each call to work. For pay purposes, actual time worked starts at the time of notice and ends when the employee returns home. In the event any employee who is on standby duty fails to respond to a call to work, the employee will forfeit the standby pay and may be subject to possible disciplinary measures as provided in the Code of Conduct Rules.
- C. Employees shall not be assigned to standby duty if excused in advance by Management. In the event Management cannot schedule the required number of employees for standby duty then employees shall be assigned by Management.

9.11 Employees will normally have a scheduled paid or non-paid lunch period and paid breaks according to the City's Rules and Regulations.

Nothing in this Section shall prohibit an employee from taking an unpaid lunch period away from the work location.

In the event an employee is required by Management to forego a scheduled non-paid lunch period, and the lunch period is not rescheduled later in the shift, the missed lunch period shall be added to the hours worked for the week for the determination of overtime to be paid.

The provisions of this Section pertaining to missed lunch periods shall not apply to employees who are normally paid for their lunch period and/or assigned to a continuous shift of work or are on a task assignment basis.

9.12 Nothing contained in this Agreement shall be interpreted as requiring a duplication or a pyramiding of premium payments involving the same hours worked.

ARTICLE 10 – SENIORITY, LAYOFF AND RECALL

10.1 Basis of Seniority

A. Probationary Periods

1. All newly hired full-time employees except those covered by special probationary periods shall be placed on probation for the first six (6) months in the classification. In the event the employee accepts another position before the initial probationary period is satisfactorily completed, the initial probationary period begins at the time the employee starts working in the new position. All employees on probationary status shall be eligible for membership in the Union, and shall be entitled to the benefits outlined in this Agreement except that the City may, at its sole discretion, terminate any employee during the initial probationary period. Any employee terminated during the initial probationary period shall be informed of the reason for termination at the time of notification. Employees serving an initial probationary period are ineligible to file appeals or grievances.

Special Probationary Periods

Employees in classifications for which special licenses or certificates are required which take longer than six (6) months to obtain shall have as their probationary period the same time as is required by the applicable local, state, or federal regulation or as is established by the City to obtain the certificate or license. Employees in this category of special probationary periods, who have already passed their initial City probationary period, shall be eligible for membership in the Union and shall be entitled to all benefits in this Agreement as any other regular initial probationary employee.

Examples: Water and Water Reclamation Plant Operator I, Emergency Complaint Writer Trainee, or other Classifications for which licenses or certificates may be required in the future as requirements become known.

Employees affected by this special probationary period shall be advised of the requirement by their supervisor and the Department shall advise the Union.

2. Employees transferred between Departments in the same classification will serve a three (3)-month probationary period. However, if the transfer is due to a layoff, no probationary period will be served, although a Department may still conduct a performance evaluation after the first three (3) months.
3. Any classified employee promoted to a new classification shall serve a six (6) month probationary period or special probationary period if applicable. At any time during this special or six (6)-month probationary period, if Management or the employee determines that the employee is unable to perform the job or does not obtain the required license or certification, the employee shall be returned to the previous classification provided a position is available, or employees in the Blue Collar Bargaining Unit may bump back to a Maintenance Worker I position, provided the employee is able to do the essential functions of the job. In the event the employee

bumps back to a Maintenance Worker I position, the employee will be placed on the eligibility list for the previously held classification for nine (9) months.

4. Any classified employee demoted to a new classification shall serve a six (6)-month probationary period or special probationary period if applicable. If the employee is demoted to a classification previously held in that Department for which the probationary period had been completed, then no probationary period will be served.
5. Cumulative absences of thirty (30) calendar days or more, any suspensions from scheduled work, and time spent on light duty when the work performed on light duty does not encompass a significant part of the employee's regular job duties shall be added to a probationary period.
6. The probationary period may be extended up to a maximum of three (3) additional months by the Department Director. In this connection, Departmental Management will inform the probationary employee of the reasons for the extension.

B. City Seniority

1. City seniority is understood to mean an employee's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave except for Leave of Absence Without Pay of more than thirty (30) consecutive calendar days which shall cause this date to be adjusted for an equivalent amount of time. Leaves of Absence Without Pay for periods of thirty (30) consecutive calendar days or less shall not cause the City seniority date to be adjusted.
2. City seniority shall be used for purposes of computing vacations, service awards and other matters based on length of service.
3. City seniority for the purposes of layoff and recall shall be defined as in Section B(1) above except that only full-time employment in a classified status in any classification shall be counted in calculating length of City service.

C. Classification Seniority

1. Classification seniority shall be understood to mean length of time in classification. After successful completion of the probationary period, length of time in classification reverts to date of entry, transfer or promotion to present classification. Seniority will continue to accrue during all types of leave except for Leave of Absence Without Pay of more than thirty (30) consecutive calendar days which shall cause this date to be adjusted for an equivalent amount of time. Leaves of Absence Without Pay for periods of thirty (30) consecutive calendar days or less shall not cause the classification seniority date to be adjusted.
2. Classification seniority as defined above in C(1) shall be used for all matters based on seniority except for layoff and recall.
3. Classification seniority for the purposes of layoff and recall shall be defined as in Section C(1) above except that only full-time employment in a classified status in a

classification covered by this labor agreement shall be counted in calculating length of service.

D. Seniority Date Adjustment Exceptions

1. Union Leave

A classified full-time employee returning from a Union Leave of Absence for a period not having exceeded twelve (12) months shall be returned to his/her former job and without loss of seniority.

2. Illness Leave

Full-time employees having a minimum of five (5) years of City seniority shall suffer no loss of either City or classification seniority if on a Leave of Absence Without Pay for illness for a period not to exceed twelve (12) months.

E. Loss of Seniority

Employees shall lose their seniority as a result of the following:

1. Resignation.
2. Retirement.
3. Termination for cause.
4. Layoff exceeding twelve (12) months.
5. Failure to report to the Human Resources Department intention of returning to work within fourteen (14) calendar days of return receipt verification of certified mail of the recall offer notice.
6. Failure to return from Military Leave within the time limits prescribed by law.

F. Seniority List

The seniority list of these Bargaining Units shall be made available to the Union during the months of October, February and June. Such listing shall include the payroll number, classification number, name, adjusted employment date, and adjusted classification seniority date for each employee in the Bargaining Units.

10.2 Layoff Procedure

A. Notification

Management will notify the Union in advance of a pending layoff action affecting employees covered by this Agreement.

B. Order of Layoff

1. When it becomes necessary to lay off employees in any classification covered by this Agreement, the following shall apply:
 - Temporary employees
 - Initial probationary employees
 - Classified employees
 - a. Classified employees will be laid off in the inverse order of their length of time in their classification. In the event two (2) or more employees affected have the exact same amount of service in the classification, the employee with the most consecutive years of City seniority will be deemed to be the senior employee. In the event two (2) or more employees affected have the exact same amount of City seniority, the employee with the lowest identification number will be deemed to be the senior employee.
 - b. Temporary and initial probationary employees will be laid off first in any affected classification and shall not have recall rights. In addition, employees in a trainee or apprentice classification will be laid off before any employees in the classification to which the trainee is promoted upon completion of the trainee program will be laid off (example: all Water Reclamation Plant Operator I's would be laid off before any Water Reclamation Plant Operator II's were laid off). Unless the trainee or apprentice has previously held another City position and has the seniority to be placed in that classification, the trainee will have no recall rights.
 - c. Promotional probationary employees having more than six (6) months service shall be returned to the classification from which promoted and placed on that seniority list in line with their classification seniority, except that employees cannot return to trainee and/or apprentice classifications.
2. Return to the Bargaining Unit
 - a. Employees returning to a Bargaining Unit within the prescribed probationary period shall retain all former classification seniority plus the time spent in probationary status.
 - b. Employees returning to a Bargaining Unit as a result of demotion, layoff or transfer shall retain all classification seniority earned as a member of the unit for purposes of layoff.
 - c. Employees returning to a Bargaining Unit shall slot in to their appropriate position on the seniority list in accordance with classification seniority and be considered for layoff under the terms of this Article.

C. Classified Employees

1.

- a. A classified employee whose position is eliminated as a result of a layoff in any classification other than Maintenance Worker I shall have the right to a lower classification in the job progression ladder associated with that position, if there is one, or any position in the Bargaining Unit the employee currently or has previously held (except apprentice and trainee classifications) and for which the employee has completed the probationary period provided the employee has sufficient seniority.
- b. Employees who are affected by a layoff and have the right to a lower classification in their job progression ladder shall have their seniority from the laid off classification in a classification series added to their classification seniority in the lower position for determining seniority in the lower classification in the series.

Example: Employee "A" is in the Tree Trimmer job progression ladder, was promoted up the ladder, and has seniority in each classification and is now classified as a Tree Trimmer Leadworker. Employee "A" has two (2) years as a Tree Trimmer Leadworker, three (3) years as a Tree Trimmer II and two (2) years as a Tree Trimmer I.

Employee A's job is eliminated so Employee A's years of service in the Tree Trimmer Leadworker classification would be added to his/her years of service as a Tree Trimmer II to determine the seniority within the Tree Trimmer II classification. If Employee A does not have more combined years of service than the least senior employee in the Tree Trimmer II classification, then the same would be done to see if Employee A has seniority over anyone in the Tree Trimmer I classification (Employee A's seniority in the Tree Trimmer Leadworker would be combined with the years of service as a II and a I to determine his/her seniority within the I classification).

- c. An employee whose position has been eliminated who has more classification seniority than another employee within that same classification shall bump the employee with the least amount of seniority within that classification in the City. Employees who are affected by a layoff and have previously held another position in the bargaining unit will bump into the previously held position based on classification seniority.
- d. Any employee who qualifies to bump back to a lower classification in a job progression ladder and also another previously held position not in the job progression ladder will have the right to bump back to the job in the higher labor grade, seniority permitting.
- e. Employees with the least classification seniority in a lower classification shall be laid off unless they shall be able, in the same manner and under similar conditions, to have the right to be placed in a lower classification.

2. In the event an affected employee in the Blue Collar Bargaining Unit is unable to hold in a lower classification in the applicable job progression ladder, or a previously held position, that employee shall be placed in the classification of Maintenance Worker I, City seniority permitting.
3. Classified employees who are in an occupation with only one classification shall be laid off in accordance with the provisions of this Article to a previously held position, if any or, for employees in the Blue Collar Bargaining Unit to the classification of Maintenance Worker I, City seniority permitting.
4. Employees shall be laid off from the Maintenance Worker I classification on the basis of City Seniority.
5. Employees affected by any layoff action may:
 - a. Exercise the option of accepting the layoff and being removed from the active payroll; or
 - b. Accept a position in a previously held classification (except apprentice and trainee classifications), or in a lower classification in their job progression ladder, seniority permitting and provided the employee meets the qualifications for the position; or
 - c. For employees in the Blue Collar Unit, be placed in the Maintenance Worker I classification, City seniority permitting.
6. An employee who accepts or is placed in a lower classification as a result of demotion, layoff or transfer, shall receive an hourly rate not to exceed the maximum rate for the lower classification or the employee's current hourly rate whichever is lower.
7. Any movements in connection with the layoff procedures shall not result in an increase in the basic hourly rate for any employee, unless a previously held position is in a higher labor grade.
8. All layoff placements shall be made in accordance with these provisions provided the employees are able and qualified to perform the essential functions of and meet the qualifications for the classification to which placed.
9. Classified employees who bump back to a temporary position shall maintain their Union-represented status for nine (9) months past the date of the employee's position being eliminated.
10. If an employee accepts to bump into a previously held position or lower position in a ladder and subsequently decides not to accept the bump back position, the employee will be considered to have resigned.

10.3 Recall

- A. Classified employees in layoff status either working in a lower classification in their job progression ladders, in a previously held or lower classification, as a Maintenance Worker I or off the active payroll shall retain recall rights for twelve (12) months to the classification from which they were originally laid off. Laid off employees recalled within twelve (12) months shall have their seniority restored. If re-employed after twelve (12) months, the employee shall be treated as a new employee.
- B. Employees on layoff status shall be recalled for openings in the classification from which originally laid off over applicants on any eligibility list.
- C. When employees are recalled from layoff, those with the greatest position classification seniority shall be recalled first.
- D. Recall to laid off employees will be made by certified mail to the last address as shown in the Employer's records.
- E. Within fourteen (14) calendar days of the certified receipt date, laid off employees must signify their intention of returning to work to the Employment Office or forfeit their seniority and recall rights.
- F. Recall will be offered to laid off employees provided they are qualified to perform the essential functions of and meet the qualifications for the job. A laid off employee, when offered recall, who is temporarily unable to accept due to medical reasons as certified by an attending physician, may request a leave of absence not to exceed thirty (30) consecutive calendar days, unless eligible under the provisions of the Family and Medical Leave Act for a longer recuperation period.
- G. The Employer reserves the right to require a physical examination prior to any recalled employee being placed back on the active payroll.
- H. Upon recall to fill vacancies in their laid off classification, employees shall receive the same hourly rate they held at the time of layoff and, in addition, any negotiated increase that may be applicable. Further, all illness leave which employees may have had credited to them at the time of layoff shall be restored, unless they exercised their illness leave pay off option, in which case only the hours not paid off will be restored.

10.4 Definitions

For the purposes of this Article, the term job progression ladder includes all classifications within an occupational group. For example, tree trimming is an occupational group and the job progression ladder includes the classifications of Tree Trimmer I, Tree Trimmer II and Tree Trimmer Leadworker. Examples are included in the List of Job Progression Ladders (following the appendices), and may be amended during the term of this agreement based on bargaining unit clarifications approved by the Florida Public Employee Relations Commission.

ARTICLE 11 – JURY DUTY

11.1 In the event full-time employees are summoned for jury duty, they shall receive straight time pay for the hours required to be absent from their currently scheduled work hours due to such jury duty. Employees who perform jury duty for only a portion of their regular scheduled workday are expected to report to work when excused or released by the court. An employee who works the second or third shift shall be given an equivalent benefit so as not to have to report to work following a full day of jury duty. Generally, these employee's shifts would be reduced each day by the same number of hours spent on jury duty on that particular day to allow the employee adequate time off to rest before either reporting to jury duty or work.

11.2 Employees called for jury duty shall promptly notify their immediate supervisor so that arrangements may be made for their absence from work.

11.3 Full-time employees on jury duty while on scheduled vacation shall be allowed jury duty pay for that time served provided satisfactory evidence of the time served on such duty is presented to the Department Director.

11.4 In the event a holiday occurs during the period of an employee's jury duty, full-time employees shall receive pay for such holiday.

11.5 The employees shall provide the Department Director with proof of jury duty service before compensation is approved, to include a signed statement from the Court Clerk noting each day spent on jury duty. In the event an employee participates on a jury which is sequestered, and is unable to provide the Department Director with proof of jury duty service, a telephone call by the employee to the appropriate Department-designated representative will suffice until such time as the employee can provide the necessary documentation. When a full-time employee serves on jury duty for an entire workweek and is unable to provide the department with the appropriate documentation until the following scheduled workday, the employee will still be compensated for those hours of jury duty.

ARTICLE 12 – BEREAVEMENT LEAVE

12.1 Full-time employees covered by this Agreement will be granted time off with pay at their straight time hourly rate, not to exceed forty (40) hours, if needed, to attend the funeral or memorial service (hereinafter service) and/or to attend to related affairs in the event of a death in the employee's immediate family. All days taken for bereavement leave must be taken within thirty (30) calendar days surrounding the date of the service or date of death if no service is held. Full-time employees will be granted time off with pay for their regularly scheduled work hours not to exceed eighty (80) hours if the service is held outside the State of Florida and is attended by the employee. Otherwise, forty (40) hours off with pay will be granted in the event an employee is not attending the funeral but is involved in making funeral arrangements or handling the deceased's affairs.

12.2 The employee's immediate family shall be defined as the employee's spouse, father, mother, child, unborn child, brother, sister, father-in-law, mother-in-law, child-in-law, grandparent, great grandparent, stepparent, stepchild, stepsibling, half-sibling, grandchild, and spouse's grandparent, or member of one's own household.

12.3 Bereavement leave shall not be charged to annual or illness leave.

12.4 Should an employee require additional time other than provided in Section 1 of this Article, the employee may request the additional time from the Department Director, or designee. Upon approval by the Department Director, or designee, any additional time used shall be charged to annual leave if the employee has hours accrued that can be charged.

12.5 The employee may be requested at the discretion of the Department to provide the Department Director with proof of death of the immediate family member before compensation is approved.

ARTICLE 13 – MILITARY LEAVE

13.1 Military Leave for employees covered by this Agreement shall be governed by Florida Statutes, Chapters 115 and 250, as well as the administrative procedures included in the City's Rules and Regulations of the Personnel Management System.

ARTICLE 14 – LEAVE WITHOUT PAY

14.1 Full-time employees may request a Leave of Absence Without Pay. Such requests require the approval of both the Department Director or designee, and, if the request is for a period of time which exceeds thirty (30) calendar days, the Human Resources Director. In cases where the leave period exceeds twelve (12) months, the action will not be final until the Mayor or designee also approves. A written authorization memorandum covering the employee's absence and the consent of the Human Resources Director is necessary only if the leave exceeds thirty (30) calendar days with the memorandum to be dated from the first day of Leave Without Pay.

14.2 The decision to grant Leave Without Pay (Leave of Absence) is a matter of administrative discretion except that requested leave which is covered by the Family and Medical Leave Act of 1993 shall be granted for eligible employees. Part-time employees may be eligible for leave without pay which is protected under the Family and Medical Leave Act, if otherwise eligible. Any leave granted in accordance with the provisions of the Family and Medical Leave Act counts towards the twelve (12) weeks of leave per year that must be granted (the “year” is defined as a “rolling” twelve-month period, which is the twelve (12) months immediately preceding the latest FMLA request). It will be incumbent upon the Department Director to weigh each request and determine each case on its own merits. If the request for Leave Without Pay is denied, the reason for denial shall be given in writing within three (3) working days, if possible, but no longer than five (5) working days from the date of the request.

14.3 An employee granted a Leave of Absence must keep the Department informed, every three (3) months, of current activity (school, medical, military, etc.). In addition, the employee must keep the Department advised of a current address at all times. Also, an employee who is out due to the illness of a spouse, parent, or child who requires care as verified by a physician or health care provider as defined by the Family and Medical Leave Act shall have said illness supported and confirmed by a medical certificate.

14.4 An employee, while on an authorized Leave of Absence, who obtains either part-time or full employment elsewhere is required to notify the Department in writing within three (3) calendar days of accepting such employment.

14.5 Failure to comply with Sections 3 and 4 above may result in the employee being dropped from Leave of Absence status in which case the employee must return to duty or be dismissed.

14.6 An employee granted a Leave of Absence shall be returned to the employee's former classification if the leave is less than ninety (90) days unless the Employer's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so. If said leave was taken under the provisions of the Family and Medical Leave Act, the employee shall be restored to the employee's former position or an equivalent position.

An employee granted a Leave of Absence and who wishes to return before the leave period has expired, shall be required to give the Department Director at least two (2) weeks' notice.

An employee granted a Leave of Absence in excess of ninety (90) days will be permitted to return to work provided there is an opening. In each case, the City shall make a reasonable effort to return the employee to the employee's former position or a similar position of the same classification in another Department. If no opening exists, the employee shall be placed on the eligibility register for that classification for a period of nine (9) months.

14.7 Employees returning from a Leave Without Pay, provided there is an opening, shall return to the job classification and rate of pay held at the time of going on leave and, in addition, shall receive any negotiated increase that may be applicable to employees in these Bargaining Units. Employees returning from a leave covered by the Family and Medical Leave Act shall be reinstated to their former position or an equivalent position.

14.8 Failure to return to work at the expiration of approved leave shall be considered as absence without leave and grounds for dismissal.

14.9 A Leave of Absence Without Pay for more than thirty (30) consecutive calendar days shall cause the City and classification anniversary date to be adjusted for an equivalent amount of time.

14.10 An employee who takes a leave of absence must use all accrued annual leave prior to being on a leave without pay status except that an employee may, upon request, reserve up to forty (40) hours of annual leave, provided the leave is covered by the Family and Medical Leave Act. No illness leave, annual leave, holidays or any type of seniority will be earned by an employee for the time that the employee is on Leave Without Pay; however, any accrued illness leave will remain credited to the employee's account.

14.11 Group life and health insurance coverage may be continued for a maximum period of six (6) months while on authorized Leave of Absence, provided premium payments are kept current.

- A. A maximum delinquency period of two (2) months will be enforced for payment of premiums. If a monthly premium is delinquent and payment is not made by cash or payroll deduction from the next applicable pay period, coverage will be canceled as of the beginning of the delinquent period. If coverage is canceled, the employee will be notified in writing.
- B. Where the employee will be out of town during an approved leave exceeding thirty (30) days, payment arrangements must be made in advance so that premiums are kept current.
- C. If any coverage is canceled during an approved Leave of Absence, and the employee returns for active duty, coverage may be applied for and received upon proof of insurability.

14.12 Leave of Absence Without Pay (Employee's Illness)

In addition to the provisions of Sections 1 through 11 the following shall also apply for leaves without pay taken due to the illness of the employee:

- A. The maximum period group life and health insurance coverage may be continued shall be twelve (12) months.
- B. Seniority preservation shall be as follows:

Employees having a minimum of five (5) years of City seniority shall suffer no loss of either City or classification seniority if on a Leave of Absence Without Pay for the employee's illness for a period not to exceed twelve (12) months.
- C. All Leaves of Absence Without Pay for illness shall be supported and confirmed by a medical certificate executed by a physician or health care provider as defined by the Family and Medical Leave Act.

- D. Extensions of Leaves of Absence Without Pay in excess of the time provided for in #2. of this Section shall cause the individual's accrual of seniority to cease.
- E. An employee shall be terminated when on a Leave of Absence due to illness for any period in excess of authorized Leave of Absence unless written approval for an extension has been granted.
- F. Initial probationary employees without seniority may be granted a Leave of Absence Without Pay for their own illness not to exceed thirty (30) days. Such Leave of Absence shall not be extended. The employee's probationary period shall be extended to allow for leave granted by the Employer.
- G. An employee who has an illness or injury and requests a leave of absence shall use all accrued annual and illness leave before being on leave without pay status, except that an employee may, upon request, reserve up to forty (40) hours of annual leave provided the leave is covered by the Family and Medical Leave Act.

14.13 Union Leave of Absence

A classified employee granted a Leave Without Pay to accept a full-time Union position shall not have to advise the Department of the employees' activity every three (3) months.

A classified employee returning from a Union Leave of Absence, for a period not to exceed twelve (12) months, shall be reinstated in the employees' former job and without loss of seniority.

ARTICLE 15 – ANNUAL LEAVE

15.1 The purpose of annual leave is to provide employees with the opportunity to be absent from work due to valid reasons without loss of pay or benefits.

15.2 Types of Annual Leave

- A. Vacation Leave (Rest and relaxation)
- B. Personal Leave (Paid absence from work)
 - 1. Illness or injury of spouse or dependent children
 - 2. Court appearances of a personal nature
 - 3. Memorial services for friends or relatives, other than those covered in the Bereavement Leave Article
 - 4. Nationally recognized religious holidays associated with employee's religious faith
 - 5. Other justifiable reasons not covered above
- C. Emergency Leave - Provides, subject to the approval by the Department Director or designee, unscheduled leave requested on short notice because of a critical situation which could not have been foreseen or prevented by the employee.

15.3 Annual Leave Accrual Rate

Employees shall earn and accrue annual leave based on the following schedule:

<u>Years of Service</u>	<u>Total Annual Leave Hours Accrued Per year per 2080 Pay Hours</u>
Employment through 5 years	120 hrs.
Beginning 6th year of employment	128 hrs.
Beginning 7th year of employment	136 hrs.
Beginning 8th year of employment	144 hrs.
Beginning 9th year of employment	152 hrs.
Beginning 10th year of employment	160 hrs.
Beginning 12th year of employment	168 hrs.
Beginning 13th year of employment	176 hrs.
Beginning 14th year of employment	184 hrs.
Beginning 18th year of employment	192 hrs.
Beginning 20th year of employment	200 hrs.

15.4 General Provision (Annual Leave Program)

- A. Requests for annual leave shall be made in advance of use, and management shall confirm or deny the request within three (3) calendar days. In emergency cases, the Department Director may waive this requirement. Certain requests for annual leave may qualify and be covered by the Family and Medical Leave Act (FMLA) In no event will the employee's annual leave account be reduced below forty (40) hours unless requested otherwise by the employee.
- B. An employee incapacitated and unable to work shall notify the employee's immediate supervisor before the scheduled reporting time as designated by the Department, stating the type of leave requested and expected period of absence. Reporting procedures for employees unable to work, and for the usage of short-term illnesses, shall be determined by the operational procedures and directives of the Department concerned. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the Department. In the event that the employee is unable to call due to personal illness and can, in fact, substantiate being sick before returning to work, the absence without authorization will be removed from the record and the employee shall receive annual leave with pay if the employee has hours in the annual leave account that can be applied.
- C. Paid annual leave may not be taken during the initial six (6) months of employment or re-employment except for documented medical reasons related to the employee's own health, for the funeral of an individual not included in the bereavement leave policy, or other documented family emergencies.
- D. Employees may not request nor will they be paid for annual leave for hours not earned and accrued.
- E. Employees shall not be granted paid annual leave in excess of their accumulated leave account hours.

The nature of an employee's job and the operational requirements of a Department, Division or Section may cause the Director to limit the scheduling of annual leave for vacation purposes during certain periods of the year. In general, requests for annual leave for more than thirty (30) consecutive calendar days will not be approved with the exception of circumstances covered by FMLA, the ADA or any other legal requirement or upon written approval from the Department Director together with the Human Resources Director or their designees as similarly outlined in the policies related to unpaid leaves of absences.

Based on operational requirements and when practical and in the best interests of the City, the Director may require the use of annual leave for vacation purposes in amounts of forty (40) or more hours.

15.5 Pay Off of Account

Upon separation from City employment, employees shall be entitled to compensation for earned but unused annual leave hours, up to a maximum of twice the employee's annual leave accrual rates outlined in the schedule above in Section 15.3 of this Article. The annual leave hours will be paid out at the employee's base straight time hourly rate, on that is effective on the date of separation. Employees having less than six (6) months full-time service are not eligible for a payoff of any annual leave hours.

15.6. Illness

Employees granted annual leave due to their own medical conditions shall comply with the provisions relating to medical absences as provided in Article 16, Illness Leave. Those provisions will apply as though fully rewritten herein, and shall apply to paid leave under illness leave and annual leave interchangeably.

15.7 Buy Down

Employees shall be allowed to “buy down” a maximum of eighty (80) hours of annual leave throughout the calendar year (except that an employee’s Department Director may approve a buy down of more than 80 hours for the calendar year for an employee with extenuating circumstances) provided they have at least one hundred (100) hours of leave accrued after the “buy down” and amount of “buy down” is at least twenty (20) hours.

ARTICLE 16 – ILLNESS LEAVE

16.1 Purpose

The purpose of the illness leave program is to provide full-time employees with basic salary during periods of illness in which they are medically incapacitated and temporarily unable to perform their job assignments, or care for an ill or medically incapacitated family member.

16.2 Accrual Rate

Employees covered by this Agreement shall accrue four (4) hours of illness leave for each eighty (80) regularly scheduled work hours on active pay status, with a maximum accrual of 1500 hours. Those employees who have illness leave balances above this maximum accrual as of the effective date of this Agreement will retain their accrued balances but will not continue to accrue illness leave hours until their leave balances fall below the established maximum accrued hours.

16.3 Notification of Illness

- A. An employee medically incapacitated, or must care for an ill or medically incapacitated family member and unable to work shall personally notify the immediate supervisor or other approved Departmental representative at such time before the scheduled reporting time as designated by the Department, to notify the department of the type of leave requested and the expected duration of the absence. Occasionally, circumstances may prevent an employee from personally notifying the Department of an absence, in which case notification may be made by another person. If an employee is not able to notify, and can substantiate this to the satisfaction of the Department Director, illness leave shall be authorized by the Department Director. In the event that the employee is unable to call due to personal illness and can, in fact, substantiate being sick before returning to work, the absence without authorization will be removed from the record and the employee shall receive illness leave with pay if there are hours in that account that can be applied.
- B. Employees shall follow Department notification and absence request procedures for each day the employee is unable to work. These procedures will be waived by the Department in the event the illness report reflects a specific period of time. Failure to properly report absences may cause an employee to be charged with an absence without leave.
- C. Certain requests for illness leave may qualify and be covered by the Family and Medical Leave Act (FMLA) of 1993. If such leave is covered by this Act, it will be applied to the twelve (12) weeks per year of leave which must be granted to eligible employees by the City. (The “year” is defined as a “rolling” twelve-month period, which is the twelve- months immediately preceding the latest FMLA request.) In cases involving leave protected by FMLA, the medical health care provider’s verification of the employee’s illness/injury must be provided utilizing the Certification of Health Care Provider Form.

16.4 Approvals

- A. Upon receiving proper notification from an employee requesting permission to be absent from work for illness reasons and prior to receiving the employee's physician's report, the Department may grant tentative approval to the employee to be absent for medical reasons pending further investigation. The Department may send home an employee who is too ill

to work or would cause an unhealthy working condition if he/she came into contact with other employees.

- B. Illness leave shall be paid by the actual hours and tenths of hours used. An employee shall not be compensated for illness hours in excess of the amount of such leave accumulated to the employees' credit.

16.5 Physician's Report (Illness/Injury Report)

Unless the Department Director specifically waives the requirement, an employee requesting illness leave for an absence of more than three (3) days shall be required to submit an illness/injury report upon the employee's return to work in order to return to work and access illness leave for the time off (see form at end of this Article). The illness/injury report will not be accepted by Department Management unless it has been properly and completely filled out, and employees who fail to bring the medical paperwork in at the time of return will be charged with unscheduled annual or unpaid leave for the time off. After-the- fact doctor's notes (seeing the doctor after the illness or injury has subsided) will not be accepted to access illness leave but will be accepted to validate fitness for duty

Only statements on forms signed by physicians as defined in the Florida Workers' Compensation Law, Florida Statutes Chapter 440, shall be accepted for illness leave benefits.

16.6 Illness Recuperation

- A. Employees granted illness leave for medical reasons shall assist in promoting their recuperation by remaining at either their residence or another location approved in advance by the Department Director or designee, and the attending physician. An employee authorized to be absent from work for illness reasons shall not engage in any recreational or work activities except upon receiving prior approval from the employee's physician or the Department Director or designee. In cases where the Department Director, or designee, has concerns that illness leave is questionable or being abused, permission to recuperate elsewhere other than the employee's residence and/or to engage in recreational or work activities must be granted by both the employee's attending physician and the Department Director, or designee. Abuse of illness leave privileges shall constitute grounds for disciplinary action.
- B. Other places of recuperation shall be permitted under the following conditions:
 - 1. Pre-authorization by a physician must be in writing with specifics.
 - 2. Pre-authorization must be on file with the employee's immediate supervisor and is to include the employee's address and phone number, if applicable, where the employee is recuperating.
- C. Employees recuperating from an illness in which there was no involvement with doctors or hospitals may request, through Department Management, another place of recuperation. Approval will be required in advance and the employee's address and phone number where the employee is recuperating are to be a part of the request.
- D. If, and whenever, illness leave may appear to be abused, the employee claiming/requesting such leave may be required to furnish the illness/injury report of a physician to support the

necessity for such absence. The City reserves the right in all cases of illness, or reported illness, to require the employee to furnish this report. Abuse of illness leave privileges shall constitute grounds for disciplinary action.

- E. Department Management will use discretion in determining whether or not a visit is required to verify an employee's illness and a report made of the reasons for absence from duty.
- F. Should an employee be absent, claiming illness and fail to comply with the provisions of this Article, such employee shall then be charged with "illness leave without pay" and may be subject to discipline.

16.7 Workers' Compensation

An employee sustaining a Workers' Compensation covered lost-time injury may request the Department Director to apply any illness leave or annual leave hours in the employee's account in order to obtain full basic take-home pay (as defined in Article 23, Section 8(D) in this Agreement) while absent from duty from injury. In no case shall the amount of Workers' Compensation and the amount of illness or annual leave be more than the employee's base pay for that period. If light duty, as described below, is offered to an employee receiving Workers' Compensation benefits and the injury is covered by FMLA, the employee may decline the light duty, but will not receive any further Workers' Compensation salary replacement monies. The employee could use annual leave or illness leave, if eligible (see also Article 23, On-Duty Injuries).

16.8 Light Duty

Many slight injuries and sickness may prohibit the performance of regularly assigned duties; however, there may be other duties that such employees may be able to perform without aggravating such injuries or sickness. Provided the physician states that 'light duty' work is acceptable and light duty is available as determined by the Department Director or designee, the employee may, at Management's option, report to the supervisor for assignment within the Department. The Department may assign such duties as the health and condition permit of the involved employees only in cases where bona-fide work is available. The parties agree that light duty work is temporary in nature and is in no way to be construed as an alternative form of employment for an employee who is either permanently or on a long term basis unable to perform the essential functions of the job.

16.9 Pay Off Provision

During the term of this Agreement, upon separation of employment for reasons of either normal or disability retirement, or the death of an employee who would otherwise be eligible for normal retirement, or upon removal of the employee due to a layoff, employees or their survivors shall be entitled to receive a payment of ~~twenty~~ thirty-five percent (25% 35%) of the unused accrued illness leave hours credited to their account, up to a maximum of three hundred seventy-five (375) hours. This payment shall be determined based on the employee's basic straight time hourly rate at the time of retirement, death, or layoff.

16.10 Miscellaneous Provisions

- A. An employee making a Departmental transfer will retain any illness leave to the employees' credit.

- B. Employees may not use illness leave for sickness or injury sustained while engaged in outside employment.

16.11 Use of Leave for Care of Family

At the request of the employee, workers shall be able to use illness leave to care for and support an ill or medically incapacitated family member.

ARTICLE 17 – HOLIDAYS

17.1 The following holidays shall be observed:

New Year's Day	-January 1
Martin Luther King Jr.'s Birthday	-Third Monday in January -
President's Day	Third Monday in February -
Memorial Day	Last Monday in May
Juneteenth	-June 19
Independence Day	-July 4
Labor Day	-First Monday in September -
Veteran's Day	November 11
Thanksgiving Day	-Fourth Thursday in November -
Day following Thanksgiving	Friday
Christmas Day	-December 25
<u>Floating Holidays (2)</u>	

17.2

- A. Operations permitting, employees shall receive work days off with holiday pay for each of the listed holidays. Employees who are required to work on holidays, and those whose normal days off occur on holidays, shall receive holiday pay..

Employees shall be paid a fixed number of holiday hours based upon their normally assigned work schedules. For example:

- Employees who are normally assigned to work an eight (8) hour per day schedule shall receive eight (8) hours of holiday pay.
 - Employees who are normally assigned to work a ten (10) hour per day schedule shall receive ten (10) hours of holiday pay.
 - Employees who are normally assigned to work a twelve (12) hour per day schedule shall receive twelve (12) hours of holiday pay. While these employees may occasionally work a four (4), eight (8), or sixteen (16) hour work day, their primary schedule assigned is recognized as a twelve (12) hour work day.
- B. A holiday is a day off with pay. This means that an employee works a day less than a regular number of work days in a week and still receives a full forty (40) hours of pay for the week.

17.3 Employees on annual leave, annual military leave, jury duty, illness leave, bereavement leave and other absences from duty but on active pay status on the days the holidays are observed, shall receive holiday pay in lieu of the annual leave, military leave, jury duty, illness leave, bereavement leave, or other paid absence.

17.4 An employee must be on active pay status or work the normal schedule of hours, either on the regularly scheduled working day immediately prior to a holiday or the regularly scheduled working day immediately following a holiday, in order to qualify for the holiday time.

17.5 Employees who are scheduled and required by their supervisor to work on the day observed as a holiday must work that day to be eligible to receive holiday pay. An employee who is scheduled to work on the day observed as a holiday and reports sick will be charged with the holiday for that day. Section 4 of this Article will not apply to employees scheduled and required to work on the day observed as the holiday.

17.6 When a holiday falls on a Saturday, the preceding Friday shall be designated a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday.

17.7 The Mayor or designee will determine which departments or operations will be closed in observance of the holiday.

17.8 The current practice of permitting employees who are required to work the holiday due to mission critical and operational need to elect to store holiday time which is in place for employees in the Police Department will continue. If an employee's regular day off falls on a holiday, with management approval that employee can either opt to have another day off during the week or will receive holiday pay for the employee's normally scheduled work hours, but will not be permitted to bank any holiday hours.

The use of stored holiday time may be granted at the discretion of Department Management. Stored holiday time earned but not used during the fiscal year shall be paid in the last pay period of the fiscal year or prior to an employee's transfer or promotion to a classification which is not eligible for this banking of holiday hours provision. These hours shall be paid at the employee's straight-time hourly rate of pay.

17.10 Codes Investigators who are given the option and choose to work a ten (10) hour, four (4) day weekly schedule, will have a modified City holiday schedule as follows:

- A. In the event a City holiday falls on a Monday or Friday, Codes Investigators not scheduled to work on that day shall not be paid holiday pay for that day. Instead, if such a holiday falls on a Monday the Codes Investigator shall take the following Tuesday as the recognized paid holiday. If such a holiday falls on a Friday, the Codes Investigator shall take the Thursday before as the recognized paid holiday.
- B. As an exception, Codes Investigators who work Monday through Thursday shall take the Wednesday before Thanksgiving as their recognized paid holiday in lieu of the Friday after Thanksgiving.

17.11 Employees who work in the following Plant Maintenance positions (hereinafter maintenance staff): Maintenance Worker I and II; Lead Worker; Plant Maintenance Mechanic Apprentice; Plant Maintenance Mechanic; Plant Maintenance Technician I and II; Senior Plant Maintenance Coordinator; Plant Maintenance Coordinator and Storekeeper II who work at the COSME Water Treatment Facility and who work a ten (10)-hour, four (4)-day weekly schedule, will have a modified City holiday schedule with management's approval as follows:

- A. In the event a City holiday falls on a Friday, maintenance staff not scheduled to work on that day shall not be paid holiday pay for that day. Instead, if such a holiday falls on a Friday, maintenance staff shall take the Thursday before as the recognized holiday.

- B. As an exception to A. above, maintenance staff who work Monday through Thursday shall take the Wednesday before Thanksgiving as their recognized paid holiday in lieu of the Friday after Thanksgiving.

17.12 Floating Holidays

Each employee will be credited with two (2) floating holidays at the start of the first full pay period each fiscal year. Floating holidays shall not carry over from one fiscal year to the next. An employee requesting to take a floater holiday shall comply with the notification requirements for Annual Leave. Managers shall have discretion to approve the use of a floater holiday based on the work schedule and needs of the department and the use of floating holidays shall not be unreasonably denied. Floating holidays shall be paid in accordance with their normally scheduled work hours for the day requested.

Employees hired on or after the first day of the first full pay period the fiscal year will be credited one (1) floater holiday for every six (6) months of employment through the balance of the year. The six (6) months will start upon hire. Floater holidays shall not be granted until the employee has completed there probationary period.

18.1 to 18.5 - Withheld to counter at later session.

18.6 Incentive Pay - Shift Differential

- A. Employees who are assigned to a shift starting between 1:00 p.m. and 4:00 a.m., and employees who work in the Water Resources Department who are assigned to a continuous shift starting between 1:00 p.m. and 4:00 a.m., shall be eligible for, and paid, a shift differential of one-dollar and thirty (\$1.00 30) per hour for the hours worked on the shift. Day shift employees who are scheduled to work beyond their regular scheduled working hours shall be ineligible to receive the shift differential.
- ~~B. Police Department Communication Center employees who are assigned to a shift beginning between the hours of 1:00 p.m. and 9:00 p.m. (evening shift) shall receive a shift differential rate of one dollar and ten cents (\$1.10) per hour for all hours worked. Police Department Communication Center employees who are assigned to a shift beginning between the hours of 9:00 p.m. and 4:00 a.m. (night shift), shall receive one dollar and twenty five cents (\$1.25) per hour for all hours worked.~~
- C. If an employee is assigned to work a shift which would qualify the employee for shift differential but uses annual leave, illness leave, bereavement leave, or other leave in which the employee remains on active pay status for a portion of the shift, the shift differential will be paid for the hours of the shift actually worked.

18.7 to 18.10 - Withheld to counter at later session.

ARTICLE 19 – SAFETY AND HEALTH

19.1 Departmental Management will make every reasonable effort to provide and maintain safe working conditions. To this end, the Union will cooperate and encourage the employees to work in a safe manner. Also, Management will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Union. Within thirty (30) days of receipt, Departmental Management shall give a written reply to the employee/Union regarding the disposition of their recommendation.

19.2 Departmental Management will provide proper and necessary safety equipment and devices for employees engaged in work where such special equipment and devices are necessary. Such equipment and devices where provided, must be used. Employees who fail to utilize provided equipment or devices will be subject to disciplinary measures. All safety equipment shall be kept in proper working order.

19.3 Management of the various Departments hereby agrees to continue individual Departmental policies of providing uniforms, foul weather gear, bump hats or safety helmets, work gloves, safety equipment and periodic replacement items where customary.

19.4 In the event an employee leaves the employ of the Department, the employee shall return all uniforms and safety equipment to the Department.

19.5 Employees purchasing industrial safety lenses with safety frames or safety shoes will be reimbursed as set forth in Section 6 of this Article for that purchase upon presentation of proof of purchase and a memorandum from the Department Director indicating that the item was required in the performance of the employee's duties to maintain proper safety standards.

19.6

- A. The parties agree that the purpose of the safety glasses and safety shoe program is to encourage the use of industrial safety lenses and safety shoes for the protection of employees and to prevent serious injuries and in this connection, appropriate federal and state standards shall apply to these items (ANSI and OSHA).
- B. Employees will be reimbursed for the cost of industrial safety lenses with safety frames up to one hundred twenty-five dollars (\$125.00) for non-prescription lenses or five hundred dollars (\$500.00) for any out of pocket costs for prescription lenses. Reimbursement for industrial safety lenses with frames may be approved no more frequently than once every two (2) years, unless otherwise authorized by management due to them being lost or stolen, or due to a change in prescription.
- C. Employees who are required to wear protective footwear shall be provided with quality footwear that is appropriate for their job duties once every fiscal year. Employees shall be responsible for the proper maintenance and care of their protective footwear and, based upon an assessment of the condition of the protective footwear or due to the need for a different type of footwear based on job duties as determined by the department director or designee, will be provided with a replacement pair at no cost to the employee. If the City's vendor cannot provide the required protective footwear, an employee may purchase protective footwear and, provided the protective footwear meets the department's specific requirements,

shall be reimbursed for the cost of the protective footwear up to ~~one hundred fifty dollars (\$150)~~ two hundred fifty dollars (\$250) per fiscal year.

- D. For the purposes of this Section, a year is defined as the Employer's Fiscal Year.

ARTICLE 23 – GENERAL PROVISIONS

23.1 Pay Checks

Pay checks will be directly deposited into the bank account designated by each employee by the Thursday following each pay period. Should an employee have a hardship that prevents the employee from having an account, the employee can make an appeal to the Finance Department for consideration of an alternate pay arrangement.

23.2 Pre-Employment Physical Examination

In the event a pre-employment physical examination is required, and cannot be scheduled until after a newly hired employee starts work, the employee will suffer no loss of pay if the examination is scheduled during normal shift hours.

23.3 Residency

All individuals hired on a full-time basis into classifications in labor grades 106 through 111 in the Blue Collar Unit and in labor grades 411 through 419 in the White Collar Unit shall be required to either be residents of the City as of their date of employment or to establish primary residency within the City within six (6) months of completing the probationary period applicable to their position. Failure to do so will result in termination of employment. This policy applies only to individuals hired on or after October 1, 1997, and does not apply to employees hired or transferred to work at the City's Cosme Water Treatment Plant.

All employees to whom this policy applies shall be required to execute a statement of residency and shall be required to advise their supervisor at any such time as they may change their primary residence. Failure to do so will result in discipline, up to possible termination of employment.

For the purposes of this requirement, primary residence shall be defined as the primary location where an individual eats, sleeps, and otherwise maintains a household. Proof of residency may be by affidavit declaring a residence as a primary residence for homestead exemption purposes, copy of residential lease or rental agreements, a current driver's license or voter identification card which accurately reflects primary residence, or other documentation deemed sufficient by the Human Resources Director or designee. The submission of false or inaccurate documentation shall be reason for termination.

Compliance with this policy shall be considered a condition of employment for all employees subject to the provisions of the policy. For the purpose of this policy, the City shall be defined as the legal corporate boundaries of the City of St. Petersburg, Florida.

23.4 Printing the Agreement

The Employer agrees to provide the Union twenty-five (25) copies of the labor agreement within sixty (60) calendar days after Council ratification and signature by the parties of the ratification page of the contract. Should the Union need additional printed copies, the City will agree to provide up to twenty-five (25) additional copies upon request.

The labor agreement will be available electronically, and the City agrees to provide additional copies (beyond the amount stated above) of this labor agreement to the Union upon written request and the Union agrees to reimburse the City for the additional copies at cost.

23.5 Promotional Appointments

- A. All promotional appointments within the classifications covered by this Agreement shall be made on the basis of fitness as determined by competitive examination, except when an employee receives a promotion or adjustment as a result of a job audit per Article 4, Section 8 of this Agreement and with the exception of automatic promotions from an apprentice position. Competitive examinations (written and/or performance and oral) may be administered when deemed necessary to properly evaluate an applicant to discharge the duties of the classification in which the promotion is sought. In making a final selection among eligible candidates, other work-related factors may be taken into account; this includes but is not limited to such factors as current job performance, disciplinary record, prior work experience, and training. All of the above factors being equal, City seniority shall be the determining factor.
- B. The City will give strong consideration to interested current employees who meet the necessary qualifications for promotional opportunities.
- C. Employees will be notified, upon request, of their relative rank as a result of an examination.

23.6 Departmental or Official Employee Records

- A. Any employee who has information inserted in the Departmental and/or official records that is related to disciplinary actions shall be notified of such insertion in the record.
- B. Employees covered by this Agreement shall have the right to inspect their Departmental files.
- C. It is agreed that an employee shall have the right to insert in the Departmental and/or official file a written and signed refutation of any material the employee considers to be detrimental.

23.7 On-Duty Injuries

- A. Employees who are incapacitated due to injury while on duty shall be entitled to benefits in accordance with the provisions of the Workers' Compensation Law for the State of Florida, Chapter 440.
- B. Employees when absent from work due to an on-duty injury and ineligible for on-duty injury benefits may elect to utilize illness leave first and then annual leave accrued to make up the difference between Workers' Compensation payments and their basic take-home salary.
- C. While absent from duty due to a work-related injury and receiving Workers' Compensation benefits, the illness leave and annual leave accruals shall continue up to a maximum of twelve (12) continuous months.
- D. In the event an employee uses all of illness and annual leave accruals due to an on-duty injury, the Department shall place the employee on a leave without pay status until the employee

either returns to work or is given a non-disciplinary separation according to provisions within this labor agreement.

- E. Pension credits shall be restored when an employee returns to work from a Workers' Compensation leave under the rules of the Pension Board as administered through the Benefits office.
- F. An employee who is able to work a light duty job as determined by the attending physician may decline the offer of light duty if the injury is covered by the Family and Medical Leave Act. Should an employee choose not to work light duty, the Workers' Compensation salary replacement benefit would cease, although the employee could use accrued annual and/or illness leave, if eligible.

23.8 On-Duty Injury Benefit

- A. The Employer agrees to compensate employees covered by this Agreement for on-duty injuries sustained by an employee while acting within the scope of their employment and not as a result of the employee's negligence as determined by the appropriate Director. Compensation shall be paid as a result of a work-related injury to an employee according to the provisions of this Article for the purpose of supplementing the wage benefit provisions of the Workers' Compensation Law of the State of Florida.
- B. An injury shall be determined to have been incurred while on duty only if such injury is a compensable injury under the Florida Workers' Compensation Law.
- C. On-duty injury pay shall be paid starting with the employee's first scheduled work shift following the date of injury. The length of disability shall be determined by the Employer's physician in accordance with the Workers' Compensation Law.
- D. The amount of on-duty injury pay shall be the amount of the employee's basic salary up to the time that Workers' Compensation wage benefits begin. When Workers' Compensation wage benefits begin, the on-duty injury pay shall be the difference between the Workers' Compensation wage benefits and the employee's current basic take home pay.

Basic take home pay is defined as basic salary after it has been reduced by normal federal withholding taxes (Social Security and income tax). Basic salary is the employee's straight time hourly rate times basic work week hours (normally forty (40) for most employees covered by this labor agreement).

- E. In the event the disability extends beyond twenty-one (21) calendar days, the amount of on-duty injury pay paid by the Employer for the first seven (7) days shall be adjusted to equal the employee's basic salary, less the Workers' Compensation wage benefit payments.
- F. The maximum for this on-duty injury pay shall be twelve (12) calendar weeks from the first scheduled work shift following the date of the injury. Payments made by the Employer during this period shall not be charged against the employee's accumulated illness leave or annual leave.
- G. An employee granted this on-duty injury benefit shall be required to comply with the illness leave provisions of this labor agreement as pertains to substantiation of medical conditions

and the performance of light duty as applicable. An employee who is released by the attending physician for light duty work who chooses not to work light duty will no longer be eligible for on-duty injury pay.

- H. In the event that the disability extends beyond twelve (12) calendar weeks, the appropriate Director may request a Workers' Compensation Supplemental Committee meeting. Upon approval of this Committee, an extension beyond twelve (12) calendar weeks may be granted not to exceed the maximum of twelve (12) months from the first scheduled work shift following the date of the injury. Until such time as the Committee meets, or if the extension is not approved by the Committee, the employee shall be allowed to utilize accumulated illness leave or annual leave to make up the difference between Workers' Compensation payments and basic salary.
- I. Illness and annual leave accruals shall continue for a maximum of twelve (12) months, if applicable, for employees who are receiving Workers' Compensation benefits due to an on-the-job injury.
- J. Any employee eligible for on-duty injury benefits may use accrued annual and illness leave to supplement Workers' Compensation payments once the on-duty injury benefit runs out, but cannot receive both on-duty injury supplemental pay and annual or illness leave pay.

23.9 Group Insurance

- A. The City agrees to provide full-time employees, as defined by the Patient Protection and Affordable Care Act and who are covered by this Agreement the opportunity to participate in a City group health insurance program, subject to the eligibility criteria determined by the City.
- B. The City reserves the right to change carriers if and when deemed appropriate and to determine the plans offered. The parties agree that the City may, at its option, request a consultation of this Section of this Article of the contract in order to consult over the proposed changes to group health insurance coverage as currently specified in paragraphs D through I of this Section. If the parties agree to changes in one or more of those paragraphs, a Memorandum of Understanding (MOU) will be executed between the parties. The provisions of the MOU may alter and/or replace the language currently contained in each paragraph and will be effective for the term of this Agreement. Should the City choose to exercise the option to request a consultation with the Union regarding the provisions of this Section as noted above, the City will notify the Union in writing.
- C. The City agrees to pay seventy-five percent (75%) of the premium cost for employee participation in one (1) of the plans offered through the City group health insurance program. If the employee elects any form of dependent coverage, the City will pay seventy-five percent (75%) of the total premium for the employee and dependents. The rates paid by both the City and the employee shall be adjusted whenever increases become effective.
- D. It is agreed that the plans included in the City group health insurance program shall pay hospital room and board charges on the basis of the respective institution's semi-private room rate.

- E. The fee schedule and benefits for the specific plans shall be published by the respective plan provider. All questions or concerns related to fees, benefits, service delivery, or other subjects shall be resolved between the employee-member and the respective providers, without involvement on the part of the City.
- F. The City agrees to share the premium expense on the same basis as defined in 'C' above for employee participation in any of the individual plans offered. It shall be the employee's responsibility to pay the difference between the amount paid by the City and the full amount of the premium expense.
- G. Those individuals participating in City coverage who are covered by this Agreement but who subsequently retire shall be offered the option at the time of retirement of continuing group health coverage in one of the plans available at the time of retirement subject to the provisions of the City's 'Retiree Policy'. For those employees hired prior to January 1, 2009, the City will pay seventy-five percent (75%) of the cost of the coverage with a lifetime maximum benefit of one hundred thousand dollars (\$100,000) or the same dollar amount towards coverage in one of the other plans offered. The rates paid by both the City and the employee shall be adjusted whenever increases become effective. Employees hired on or after January 1, 2009, who subsequently retire, shall be offered the option of continuing group health coverage in one of the plans available at the time of retirement subject to the provisions of the City's 'Retiree Policy' and will be responsible for paying the entire cost of the coverage with no City contribution toward the premium cost.
- H. Effective January 1, 2010, for employees hired prior to January 1, 2009, the maximum cost for which the City will be responsible for any retiree health insurance plan coverage will be one hundred fifty percent (150%) of the City's cost (seventy-five percent (75%) of the cost of the coverage with a lifetime maximum benefit of one hundred thousand dollars (\$100,000)) that is in effect on January 1, 2010, for the type of coverage elected by the retiree (single, dual, or family coverage).
- I. The City shall provide, at no cost to the full-time employee, ~~ten~~ fifteen thousand dollars (~~\$10,000~~ 15,000) life insurance with the option of purchasing additional life insurance based upon annual salary currently as shown in the City's Voluntary Supplemental Life Insurance Schedule.

It is agreed by the parties that the rates paid by the employee for supplemental term life insurance and the incremental amounts that can be purchased will be established by the City's vendor and may be changed annually in the event the vendor implements a change.
- J. The City will continue to offer a dental plan in which full-time employees may choose to participate. The plan will be provided at no cost to the City and may be discontinued at the City's sole discretion.

23.10 Car and Mileage Allowance

Employees who use their personal vehicle on a more limited basis are eligible for reimbursement on a per-mile basis, as outlined in City Administrative Policies provided advance approval is given by their Department head for all travel.

23.11 Compensation Practice for Administrative Hearings and Court Attendance

A. Administrative Hearings

1. Appearance on behalf of the City

In the event an employee is subpoenaed or is directed by Management to appear/testify on behalf of the City at administrative hearings, including but not limited to grievance, Civil Service Board, arbitration, deposition and other hearings, the employee shall be paid for all hours required for the appearance, including off-duty hours.

2. Appearance on behalf of a grievant/appellant

In the event an employee is subpoenaed or voluntarily appears/testifies on behalf of a grievant/appellant at administrative hearings, which are defined as City grievance procedure hearings, including the Civil Service Board, depositions, and steps in the negotiated grievance procedure, excluding arbitration, the employee shall be paid for normal on-duty time. An employee who appears at an arbitration hearing on behalf of a grievant shall be ineligible for pay by the City for any time spent at such proceeding but may use accrued annual leave.

B. Court Attendance

1. Appearance on behalf of the City or a public jurisdiction

In the event an employee is subpoenaed or is directed by Management to appear/testify at a court proceeding or the subpoena is due to the employee's official position with the City, the employee shall be paid for all hours required for the appearance. Appearances for depositions in connection with court appearances are covered by this policy. An employee subpoenaed to appear on behalf of a public jurisdiction will suffer no loss of pay for the hours the employee was scheduled to work.

2. Appearance on behalf of a grievant/appellant

In the event an employee is subpoenaed or voluntarily appears/testifies in a court or deposition proceeding on behalf of a grievant/appellant, the employee shall be ineligible for pay by the City for any time spent at such proceedings. An employee may utilize accrued annual leave.

C. Subpoena Fees

1. An employee shall retain any subpoena/witness fee received if the employee is subpoenaed to appear/testify for an administrative, deposition or court hearing and is not paid by the City for the total hours of the appearance.

2. An employee shall not retain any subpoena/witness fee if the employee receives pay from the City for the total hours of the appearance, and such employee shall return any subpoena/witness fee to the City within five (5) days of receipt.

D. General Provisions

1. An employee required to appear for a deposition, administrative hearing, or a court proceeding shall promptly notify the immediate supervisor with such documentation as necessary so that arrangements can be made in advance for the absence from work.
2. An employee shall not be eligible for both court/administrative hearing pay and additional pay such as annual or illness leave for the same hours.
3. An employee who is subpoenaed/directed to appear and does appear while on annual leave, and who is eligible to receive pay in accordance with this policy, shall have annual leave hours restored if satisfactory evidence of the time served in court/administrative hearing is presented to the Department.
4. Time spent in court for depositions, or at an administrative hearing is the actual time required to report as stated on the subpoena or as scheduled, continuing until released by the judge or other administrative officer of the hearing. An employee who appears for only a portion of a regular scheduled workday shall report to the supervisor or Department for work when excused or released by the court or hearing officer.
5. An employee who appears under the provisions of this Section shall be ineligible for call back pay.
6. An employee who becomes a plaintiff or defendant in a legal action not related to the performance of official duties shall not be eligible for pay under the provisions of this Section, but may use annual leave for the purpose of being paid for those hours the employee must be absent from work.

23.12 Non-Disciplinary Separation

A. Alternate Employment

A decision involving possible separation of employment on the basis of physical inability to perform job duties for an employee who was injured as a result of a job-related accident and who has qualified for treatment under Workers' Compensation will not be made by Management until at least eighteen (18) months after the date of the injury or the date the employee reaches the status of maximum medical improvement as defined under the provisions of the Florida Statutes governing Workers' Compensation, whichever occurs first.

It shall be the responsibility of the employee to pursue all options, i.e., seek a disability pension or other employment, with the Human Resources Department or the Pension Office. The Union will assist members needing to research their options.

B. Failure to Perform

An employee who is unable to perform his or her job duties as documented in an employee evaluation may be given a plan for improvement. If the employee does not fulfill the required improvements by the time frame as outlined in the plan, the employee may be given a non-disciplinary separation in lieu of discipline. Such non disciplinary separations in lieu of discipline may be grieved through the process outlined in this labor agreement as if a disciplinary termination.

- C. Any employee who is in an apprentice or otherwise temporary job training program shall be given a non-disciplinary separation if the employee does not fulfill the requirements to reach the promotional position within the time frame given for the graduation/program completion. The parties understand and agree that if the employee is unable to complete the program requirements due to training or testing being unavailable, the program deadline will be extended to account for the time the training or testing was not available to the employee. An example could include testing sites being closed due to a national emergency, etc.

23.13 Reimbursement for Lost, Stolen or Irreparably Damaged Personal Property Used in the Performance of an Employee's Duties

- A. Within reasonable guidelines, the City will reimburse an employee for many items of personal property (not to include cash) lost or damaged beyond repair while properly carrying out the employee's duties. Such reimbursement is subject to the following restrictions:
 - 1. For eyeglasses: Maximum reimbursement of five hundred dollars (\$500.00) for each occurrence.
 - 2. For all other personal property: Maximum reimbursement of one thousand (\$1000.00) for each occurrence.
- B. Requests for reimbursement for the loss or damage of personal property shall be submitted within three (3) working days from the date on which the loss or damage occurred.
- C. An employee shall not be eligible for reimbursement if the item is provided by or available from the City, is covered by an employee's insurance, or if the employee's negligence contributed to the loss or damage.
- D. An employee shall submit a written request to the Department Director, including a description of the item in question; description of the manner, place and time, if known, that the loss or damage occurred; a statement of the cost of the item; and some form of proof of ownership of the item (receipt, etc.).
- E. If, in the opinion of the Department, the request is justified, a Request for Payment form, together with relevant information, will be submitted to the Human Resources Department for review, approval and processing.

23.14 Definition of Absence Without Permission or Leave (AWOL) for Application of Group II Level Rule

- A. The City's Personnel Management System Rules and Regulations Code of Conduct contains a Group II category rule concerning attendance related misconduct which states:

"#20: Absent Without Permission or Leave (AWOL)". The parties agree the following will be the definition of AWOL in the application of this rule:

"Whenever an employee fails to call his Department in accordance with the Department's reporting requirements and fails to report for work by the time four (4) hours have elapsed from the start of his shift, the employee shall be deemed to be AWOL."

- B. In the event the employee is AWOL, and this is the only violation of the Code of Conduct within eighteen months, the employee is subject to a possible two-day suspension, in accordance with the Code of Conduct guidelines. If the employee has annual leave accrued and wishes to use unscheduled annual leave to cover the portion of the shift missed while AWOL, the employee may do so as long as the employee notifies the immediate supervisor before payroll has been submitted. In a case where the entire shift is missed, the Department may incorporate the missed day into a suspension, if one is given. Annual leave may not be used to offset the effect of a suspension on pay.
- C. The above referenced definition of AWOL does not preclude a Department from sending an employee home if crews have already departed for their work sites or another employee has already been assigned the employee's work for the day (e.g. a driver has been assigned to the route of an employee who has not called in late or reported for work). The employee may use accrued annual leave to prevent a loss of pay for the day or the Department may choose to count the day as part of a suspension, if one is given.
- D. The above referenced definition of AWOL is made for consistent application of the discipline for the specific Code of Conduct violation associated with that offense. This agreed to definition does not preclude a Department from issuing disciplinary action for other violations of the Code of Conduct such as tardiness or failing to follow Department rules associated with the advance notification prior to unscheduled absences.

23.15 ~~Contract Modification~~

~~Provisions of this contract may be clarified, amended, or modified upon the written consent of the duly authorized representatives of the City (the Mayor or designee) and the Union (Union President or designee). No ratification by the legislative body or represented employees shall be required on said clarification, amendment, or modification.~~

23.15 6 Regular and Prompt Attendance

Employees in these Bargaining Units shall be held responsible for prompt attendance and absence/lateness reporting procedures in accordance with their current Departmental rules and regulations.

ARTICLE 24 – CITY OPERATIONS

It is understood that individual employees are responsible for successfully entering all licenses and certifications into Oracle that will make them potentially eligible for incentive pay per this article. Incentive pay will begin after all requirements are met, and the employee has been approved for the incentive.

For purposes of this article, actual work hours are those hours that are considered “sweat” or work hours that count toward the calculation of overtime pursuant to the provisions in this labor agreement and with the City’s Rules and Regulations. Generally, hours spent on leave will not be considered actual work hours unless otherwise specified in this labor agreement or in the City Rules and Regulations.

24.1 Sanitation

A. Task Assignment

1. The Sanitation Department agrees to continue the "Task Assignment" for residential and commercial collection routes.
2. The Sanitation Department agrees to continue a four (4) day work week for residential and commercial collection routes.
3. Each employee and/or crew shall be assigned a regular weekly route, divided into daily routes. If the regular weekly route is completed as scheduled by the assigned employee, the employee shall receive full regular weekly pay even though such employee may complete the assigned weekly route in less time.
4. Crews who have completed their own assigned routes may be reassigned on other routes within or outside of their assigned sections in order to maintain essential service to the community.

a. Reassignment

Employees who have completed their own routes and are reassigned to work other routes shall be eligible for the one and one-half (1½) times their base straight time hourly rates for all hours worked on the reassigned routes.

b. Eligibility

To be eligible for pay at the time and one-half hourly rate, an employee must first work and complete the regular weekly routes (tasks), as scheduled and assigned. This is intended to mean that an employee's time card must first show credit for forty (40) work hours (or work and holiday hours, in accordance with the provisions of Articles 9 and 17 of this Agreement) in any week before payment at the time and one-half rate can be made.

c. Assignment to Off-Day Task Route

Employees who volunteer or are assigned to work a daily route on their normally scheduled off day shall receive the full daily Task hours for the route

even though such employee may complete the assigned daily route in less time. To include any and all applicable overtime pay.

5. Employees on the task system who are drug or alcohol tested as a result of the provisions of the Omnibus Transportation Employee Testing Act will be tested either at the beginning of or during the course of the work day; they will not be random tested upon completion of their task. The only exception to this is the testing required due to qualifying accidents; those tests will be done after the accident as specified by federal regulations.

B. Route Assignment Requests

1. It is the intent of Management to cooperate in every practical way in regard to requests for changes in assignment of routes. Accordingly, employees who have six (6) months or more continuous service in the Department may submit a written request for a specific route assignment on a form supplied by Management during the two (2) weeks following the time a route is posted by Management.
2. In the event there is more than one (1) request for the posted route assignment, Division classification seniority will be used in making the selection. An employee who requests an interdivisional transfer shall undergo a four (4)-week training program and then successfully complete that training before such request is granted. When selection is made to fill the opening, those employees who have also requested the route shall be notified of the fact a more senior employee was given the route. It is understood that all requests for route assignments shall be for a work assignment which falls within the same job classification. Final approval of assignment requests rests solely with Management.
3. All personnel promoted to Sanitation Specialist after November 18, 1985, may be assigned to either residential or commercial routes based on the needs of the Department. Management reserves the right to assign employees to another route based on customer complaints or other documented reasons warranting a change to facilitate the employee's success within that job classification.

C. Training for Promotional Opportunities

Sanitation Management agrees that, operations permitting, it will provide on-the-job training opportunities for employees who indicate an interest in gaining experience to aid them in preparing for promotional opportunities. These opportunities, as they become available, will be announced. All employees shall be given the opportunity to take promotional examinations when given. Employees are urged to take advantage of any and all offered training.

D. Rap and Training Sessions

In an effort to develop better communications, discuss problems, and to exchange information, rap and training sessions may be requested by employees or the Union and scheduled by Management. Management agrees to schedule requested sessions either on the

first or third Wednesday of each month. Attendance at rap and training sessions shall be on a voluntary non-pay status.

E. Vacation Selection

In the event of conflicts in vacation scheduling, seniority shall be the deciding factor to settle the conflict. Vacation schedules shall be posted in a place accessible to all employees.

F. Illness Leave Call-In Procedures

Sanitation Management shall continue the scheduled illness leave call-in procedure of thirty (30) minutes prior to starting time each day of illness leave unless other arrangements are made with Management. In the event that the employee is unable to call due to personal illness or injury and can, in fact, substantiate that the employee was incapacitated before returning to work, the unauthorized absence will be removed from the record and the employee shall be permitted to use accrued illness leave.

G. Collection Route Stability

Sanitation Management agrees that routes normally will not be changed during the months of November and December.

H. Route Conditions

Employees shall be responsible for reporting to supervision route conditions such as low hanging tree branches, cars in alleyways, or other obstacles which make travel difficult. Supervision will be responsible to see that appropriate steps are taken to alleviate the reported conditions as soon as possible.

I. New Equipment and Training

Whenever new equipment or safety equipment is introduced in the department, employees responsible for the use or operation of said equipment shall be instructed thoroughly in the purpose of, and proper use of said equipment. Training sessions normally will not be held on Fridays.

J. Vehicle and Equipment Inspection

1. Vehicle/equipment inspection (operator's check) is an integral part of the job and must be performed by the employee on a daily basis to ensure that the assignment can be completed in a safe and efficient manner.
2. Trucks that become defective while on the route or defective when returned to the yard shall be taken to the designated repair facility, provided the equipment can be moved in a safe manner.
3. The operator is responsible for keeping truck cabs clean, proper storage of safety and work equipment, and ensuring that trucks are made available for fueling and maintenance of appropriate fluid levels, per department procedures.

4. Management has the responsibility to provide needed repairs on any equipment if turned in as not in operational condition if such repair impacts on the safe operation of the equipment.

K. Cool Cushions

Cool cushions shall be provided to drivers on a request basis. Drivers who are issued cool cushions shall be held responsible for the safe keeping of the cushion until need for replacement is required.

Worn out cushions may be turned in for replacement on an exchange basis no more frequently than twice in any fiscal year.

L. Route Adjustment Requests

1. In the event a Sanitation Specialist feels that the assigned route needs to be adjusted, the employee may bring a request to the attention of the supervisor. An investigation will be conducted by Management. A meeting between Management, the affected regular employee, and the authorized Union steward will be held when deemed necessary by Management. Any adjustments approved by Management will be made within thirty (30) calendar days, if possible, of the date the employee raised the problem. On any route adjustment request the employee will be advised of Management's decision.
2. When Management determines that route sizes are no longer appropriate due to work load changes, new equipment, or technology, route sizes may be adjusted.

M. Tool Allowance

Employees in the classifications of Solid Waste Equipment Mechanic and Solid Waste Equipment Specialist shall receive up to a four hundred dollar (\$400.00) tool reimbursement allowance. This reimbursement allowance shall be paid in the last pay check of the fiscal year. Employees in the classification of Welder shall receive up to a two hundred dollar (\$200.00) tool reimbursement allowance. Only employees who have been in one (1) of the eligible classifications on a full-time basis on the active payroll for at least the six (6) months preceding the end of the fiscal year shall receive the tool allowance for that fiscal year. Initial probationary employees who are in that status as of the last payroll period of the fiscal year will not be eligible for the tool allowance. Employees shall provide copies of the receipts for purchases of and/or repairs to tools to the Shop Supervisor prior to September 15th to qualify for the tool reimbursement allowance. This program is for reimbursement/replacement of tools required to service City equipment and as such is subject to review and approval of the Shop Supervisor.

N. Dead Animal Removal/Disposal Incentive Pay

An employee who is assigned to the job of disposal of dead animals shall receive, in addition to the employees' base rate of pay, sixty cents (\$.60) per hour. For the purpose of receiving this incentive, holidays not worked, annual leave, illness leave, bereavement leave, jury duty

leave, military leave and all other absences from duty shall not be considered as eligible hours worked.

O. Payloader Operator Incentive Pay

Employees classified as Sanitation Technicians and Sanitation Service Workers who are assigned and operate payloaders shall receive an incentive allowance of sixty-five cents (\$.65) per hour for each hour worked. For the purpose of receiving this incentive, holidays not worked, annual leave, illness leave, bereavement leave, jury duty, military leave and all other absences from duty shall not be considered as eligible hours worked.

P. Sanitation Vehicle Maintenance Pay

Incentive pay of thirty cents (\$.30) per hour will be paid to Sanitation Service Workers or Welders for actual hours working on container maintenance and on cleaning Sanitation vehicles. Incentive pay of three dollars (\$3.00) per hour will be paid to Solid Waste Equipment Mechanics I, II, or III; or Solid Waste Equipment Specialists for actual hours working on collection vehicles or compactors in the Sanitation Department. For the purpose of receiving one of these incentives, holidays not worked, annual leave, illness leave, bereavement leave, jury duty, military leave, and all other absences from duty shall not be considered as actual hours worked.

Odorous pay of ten dollars (\$10.00) per week shall be paid, in addition to an employee's base rate of pay, to all Sanitation Service Workers who work on a full-time basis greasing and lubricating Sanitation vehicles; this equates to five hundred twenty dollars (\$520.00) annually.

Q. Collection Pay

~~A Sanitation Service Worker~~ Any Sanitation Employee assigned to work on the back of a rear end loader or as a Groundsperson in Commercial Collections, Recycling, or other sections within Sanitation will receive collection assignment pay of sixty cents (\$.60) per hour while so assigned. For the purpose of receiving collection assignment pay, holidays not worked, annual leave, illness leave, bereavement leave, jury duty, military leave and all other absences from duty shall not be considered as eligible hours worked.

R. ASE Certification Pay

1. Employees in the classifications of Solid Waste Equipment Mechanic I, II, and III and Equipment Chief Mechanic shall be entitled to ASE certification pay of ten dollars (\$10.00), payable bi-weekly, for each ASE certification held except that the maximum number of ASE certifications for which an employee may receive this pay shall be limited to eight (8).
2. Employees who fail to maintain an ASE certification will cease to be entitled to ASE certification pay for that certification. It shall be the responsibility of the employee to pay whatever fees are associated with obtaining and maintaining each ASE and to provide the department with the necessary documents verifying the receipt and maintenance of each ASE.

S. Compressed Natural Gas (CNG) Fuel System Inspector Incentive Pay

Employees in the classifications of Solid Waste Equipment Mechanic I, II, III and Chief Equipment Mechanic who obtain and maintain a CNG Fuel Inspector certification shall be entitled to CNG Inspector certification pay. Certification must be obtained and maintained via a City-approved certification authority. This certification pay will be twenty dollars (\$20.00), payable biweekly.

T. Working Out of Class and Special Event Minimum Pay

Whenever a Sanitation Service Worker is assigned to work temporarily as a Technician or Specialist, or a Sanitation Technician is assigned to work temporarily as a Specialist the following shall apply. When the employee is assigned to and does work out of class for at least one entire shift, but no more than thirty (30) calendar days, such employee shall receive pay at either the minimum pay rate of the applicable range or the pay rate which will provide a five percent (5%) increase in the pay rate, whichever is greater. If a five percent (5%) promotional increase results in an hourly rate between pay steps, where applicable, the employee shall receive the higher step pay.

Any assignment with a duration of longer than thirty (30) calendar days will be deemed to be subject to the temporary promotion parameters provided for in the current Rules and Regulations of the Personnel Management System for the City of St. Petersburg. Consequently, the placement selection for these lengthier assignments will be from the most recent eligibility list.

Any employee required to perform duties in response to a "Special Event" or "Special Assignment" will be paid for actual hours worked at the employee's normal rate of pay with a guaranteed minimum of two (2) hours of pay.

U. When an actual holiday falls on a day that is normally a scheduled work day for those in the residential division, the employees shall be given the holiday off, except when the holiday falls on a Friday. The exception to this is that employees will receive Christmas, New Year's Day and Veterans Day off for the duration of this Agreement. If the actual holiday (other than Christmas, New Year's Day, or Veterans Day) falls on a Friday, the employee will not get the day off, but will be paid according to Article 17, Holidays.

V. Demotions

As an exception to the demotion policy in the City Rules and Regulations of the Personnel Management System, a Sanitation Specialist or Sanitation Technician who is demoted due to disciplinary action resulting from a vehicle accident(s) shall retain his or her current pay rate or the maximum of the pay range assigned to the classification, whichever is lower, unless the employee had not become classified in the position from which being demoted. An employee who is demoted under this provision and who suffers no loss of pay during the demotion shall not be eligible for the five percent (5%) promotional pay increase if the employee is promoted back to that classification. This would not preclude the demoted employee from receiving any future pay increases applicable to the employee.

W. Sanitation Human Waste Disposal Incentive

Employees in the Sanitation Department assigned to perform duties involving the cleanup and/or disposal of human waste shall be entitled to an incentive of one dollar (\$1.00) per hour assigned. Any employee required to perform such duties shall be paid for actual hours worked with a guaranteed minimum of two (2) hours of pay.

24.2 Water Resources

A. Water Treatment and Distribution Division, Water Reclamation Facilities, and Utilities Maintenance Division

1. An Employee hired as a Plant Operator I (the term "Plant Operator", as used throughout this Section, shall refer to both Water and Water Reclamation Plant Operators) shall be expected to obtain a State of Florida Class "C" Operator's Certificate within a period not to exceed two (2) years from the date of hire. Any Plant Operator I who is unable to obtain certification within this prescribed time limit shall be offered a job as a Maintenance Worker I, City-wide, based on seniority.

Each trainee Plant Operator I shall be considered for promotion to Plant Operator II providing the following criteria have been met:

- i. Obtaining a State of Florida Class "C" Operators certificate within the pre-scribed time limit.
- ii. Satisfactorily completing the "on-the-job" training requirements.

2. Relief Shifts

A relief shift is an operator pool providing personnel to fill vacancies that may occur from time to time on the scheduled established operating shifts. Relief operators work an assigned schedule when not filling in for someone else, and shall be entitled to a thirty (30)-minute non-paid lunch break. Relief shifts may be established at the various plants as determined by Management. When a relief operator is assigned to fill an operator vacancy the employee will work the hours assigned and may receive a paid meal break.

3. Immunization Program

The current immunization program shall be continued for all employees in the Bargaining Units assigned to the Water Resources Department at no expense to the employees. It shall provide for tetanus, diphtheria, and such other immunizations as may be recommended by the County Health Director in connection with the specific working conditions of the Water Resources operations, with said recommendations being made available to the Union upon request.

Nothing in this Section is intended to require an employee to participate in this immunization program. All employees are encouraged to participate in this immunization program. Those who do not participate in this program who contract any of the diseases for which immunization is available shall be ineligible for

consideration in the Workers' Compensation supplementary payment program as provided for in this Agreement.

4. Uniform Items

- a. Management will continue to provide uniforms (a minimum of five (5) shirts and five (5) pairs of pants or shorts) to all employees covered by this Agreement including any new hires. Shirts, shorts, and pants will be exchanged on a fair wear and tear basis. For Water Reclamation and Wastewater Collections Division Employees, shirts, shorts, and pants will be laundered by the Department. For Water Treatment and Distribution Employees, shirts, shorts, and pants will be laundered by the employee.
- b. Provided uniform items shall be worn while on duty and not used off the job for personal reasons. All uniform items remain the property of the department and shall be returned to the department upon transfer or separation.

5. Schooling

- a. Employees who are Plant Operator Is (trainees) shall be scheduled and assigned to attend the PTEC course on the operation of a water reclamation or water treatment plant, as applicable, during the first two (2) years of employment as part of the requirements to obtain a "C" license. In the event this course is no longer available, the parties will work together to coordinate changes made in the State of Florida testing for Operator Is with the availability of authorized training including on-line courses, correspondence courses, or classroom options.
- b. Employees selected to attend the applicable course shall be considered on duty during the class and shall be credited with four and one-half (4 ½) hours actual work time per class. Management may rearrange an employee's schedule to incorporate the class time within the employee's forty (40)-hour week. Employees may be required to present to the plant supervisor attendance slips signed by the instructor to establish actual attendance.
- c. Employees attending these classes as assigned shall be eligible for the applicable mileage reimbursement as provided for in the City's Administrative Policies and Procedures. Employees shall be eligible for mileage reimbursement from the plant where assigned or from home, depending upon from where the employee is reporting to class.
- d. To be eligible for tuition and mileage reimbursement, an attendance record and registration receipts must be provided to the Division Manager by the trainee to show that the trainee has attended the required number of hours for successful completion of the course.
- e. An employee will not be reimbursed for any course the employee does not pass, and the employee will have to pay for and attend subsequent courses/training on the employee's own non-work time.

6. Shift Exchange

Plant Operators who work a schedule of three (3), twelve (12)-hour days and one (1), four (4)-hour day every week are permitted, with Management approval, to trade or exchange time. Employees who voluntarily agree to exchange time will work thirty-six (36) hours one week and forty-four (44) hours the following week. In accordance with the provisions of the Fair Labor Standards Act, no overtime pay will result from this schedule; however, employees may be eligible for compensation at the overtime rate of pay for all hours worked in excess of this schedule. If one party is unable to fulfil their shift obligations four (4) hours will be taken from their annual leave account.

7. Hazardous Duty Pay

- a. Employees working for the Water Reclamation Division of Water Resources who are assigned to one (or all) of the City's four (4) water reclamation facilities shall receive, in addition to their base rates of pay, hazardous duty incentive pay in the amount of twenty dollars (\$20.00) biweekly, depending upon the pay cycle of the Division, which equates to five hundred twenty dollars (\$520.00) annually of three percent (3%) of base pay for all hours worked. In addition, Plant Maintenance Mechanics and Plant Maintenance Technicians assigned to these facilities shall also receive this hazardous duty incentive pay.
- b. Environmental Specialists and Chemist Is in Water Resources shall receive, in addition to their base rates of pay, hazardous duty incentive pay in the amount of twenty dollars (\$20.00) biweekly, which equates to five hundred twenty dollars (\$520.00) annually of three percent (3%) of base pay for all hours worked
- c. Water Systems Maintenance Division employees in the classifications of Water Systems Technician I, Water Systems Technician II, Water Utilities Maintenance Technician, Water Utilities Maintenance Technician II, and Water Utilities Maintenance Apprentice, who volunteer for overtime to assist the Wastewater Division in manhole repair operations to receive, in addition to their base pay rates of pay, Hazardous Duty pay incentive in the amount of twenty dollars (\$20.00) biweekly of three percent (3%) of base pay for all hours worked.

8. Water Resources Plant Operators Temporarily Working in a Higher Job Classification

- a. Whenever a Water Reclamation Plant Operator II is assigned to and does work temporarily as a Water Reclamation Plant Operator III for at least one (1) entire shift, but not in excess of thirty (30) consecutive calendar days, such employee shall be compensated at the same hourly rate of pay the employee would receive if the employee were actually promoted to the higher job classification.

- b. Whenever a Water Plant Operator II or a Water Plant Operator III is assigned to and does work temporarily in a higher job classification within this job classification series [Water Plant Operator III or Water Plant Operator IV] for one (1) entire shift, but not in excess of thirty (30) calendar days, such employee shall be compensated at the same hourly rate of pay the employee would receive if the employee was actually promoted.
- c. The temporary work in a higher classification assignment will be offered on the basis of qualifications for such assignment in the judgment of Management.

9. Plant Mechanic Apprentice Program

- a. The Water and Water Reclamation Divisions shall maintain a Plant Mechanic apprentice training program and employees in this training program shall continue to be assigned to the various phases of the applicable program. The department will provide, at no charge to the employee, the required courses, training, and books. Time spent in PTEC classes will be considered hours worked and shall be paid in accordance with this Agreement. Employees who participate in the apprenticeship program will be required to meet the State of Florida requirements, as amended or revised, which are in place at the time they complete the program.
- b. Employees will be eligible for mileage reimbursement at the rate detailed in this Agreement to travel to classes after first reporting. Reimbursable mileage is defined as the mileage from the Water Resources Complex to the location where the classroom courses are to be held. Round trip mileage will be paid when an employee must report to work prior to class and return to work after the class is over. In the event PTEC classes are held in the evening, and it is not feasible for the employee to travel directly from the Water Resources Complex, mileage will be paid from the employee's home to PTEC and back home again. Management reserves the right to provide transportation should such be determined to be feasible.
- c. Employees who achieve full qualification under the applicable apprentice training programs become eligible for promotion to a higher classification according to apprenticeship program guidelines.

10. Utility Apprentices Licenses and Certification

Employees hired into the classifications listed below shall obtain the listed requisite license/certification within a period not to exceed two (2) years from their date of hire. Any employee in these classifications who is unable to obtain the requisite license/certification within this prescribed time limit shall be demoted to a Maintenance Worker I, City-wide, based on seniority.

- a. Water Maintenance Utility Apprentices are required to obtain a Florida Department of Environmental Protection (FDEP) Class 3 Water Distribution Operators License.

- b. Water System Technicians I are required to obtain a Florida Department of Environmental Protection (FDEP) Class 3 Water Distribution Operators License.
- c. Wastewater Utilities Maintenance Apprentices are required to obtain an FWPCOA Wastewater Collection Technician "C" Certification.

B. Water Systems Maintenance Division and Wastewater System Maintenance Division

1.

- a. The Water and Wastewater Systems Maintenance Divisions shall maintain an apprentice training program and employees in this training program shall continue to be assigned to the various phases of the applicable program. The department will provide, at no charge to the employee, the required courses, training, and books. Time spent in PTEC classes will be considered hours worked and shall be paid in accordance with this Agreement. Employees who participate in the apprenticeship programs in these divisions will be required to meet the State of Florida requirements, as amended or revised, which are in place at the time they complete the program.
- b. Employees will be eligible for mileage reimbursement at the rate detailed in Article 23 of this Agreement to travel to classes after first reporting. Reimbursable mileage is defined as the mileage from the Water Resources Complex to the location where the classroom courses are to be held. Round trip mileage will be paid when an employee must report to work prior to class and return to work after the class is over. In the event PTEC classes are held in the evening, and it is not feasible for the employee to travel directly from the Water Resources Complex, mileage will be paid from the employee's home to PTEC and back home again. Management reserves the right to provide transportation should such be determined to be feasible.

- 2. Employees who achieve full qualification under the applicable apprentice training programs and who obtain the appropriate License or Certification shall be eligible for promotion to a higher classification per the apprenticeship program guidelines.
- 3. Employees shall be given the opportunity to take promotional examinations when given. Employees are urged to take advantage of all special training courses when offered.
- 4. The Water and Wastewater Systems Maintenance Divisions agree that the present policies concerning issuance of uniforms and provided uniform service shall be continued for the term of this Agreement. Employees not presently supplied uniforms will be issued uniforms consisting of at least five (5) shirts and five (5) pairs of shorts or pants, which shall be exchanged on a fair wear and tear basis throughout the term of this Agreement. The Divisions agree that uniform service will be provided to those employees as required by existing and future federal or state regulations or published guidelines from either. For employees in the Wastewater Systems

Maintenance Division, their uniforms shall be laundered by the Department. For employees in the Water Systems Maintenance Division, the employee shall be responsible for laundering their uniforms.

5. The current immunization program shall be continued for employees assigned to the Water and Wastewater Systems Maintenance Divisions at no expense to the employees. It shall provide for tetanus, diphtheria, and such other immunizations as may be recommended by the County Health Director in connection with the specific working conditions of the Water and Wastewater Systems Divisions with said recommendations being made available to the Union upon request.

Nothing in this Section is intended to require an employee to participate in this immunization program. All employees are encouraged and urged to participate in this immunization program. Those who do not participate in this program who contract any of the diseases for which immunization is available shall be ineligible for consideration of the On-Duty Injury Benefits as provided for in Article 23 of this Agreement.

6. The Divisions agree to provide maintenance crews with means, as determined adequate by the Divisions, for periodic cleanup while on the job site.
7. Employees working for the Wastewater Systems Maintenance Division who are regularly assigned to one of the work crews responsible for the maintenance, repair, and replacement of the City's wastewater collection system shall receive, in addition to their base rates of pay, hazardous duty incentive pay in the amount of twenty dollars (\$20.00) biweekly which equates to five hundred twenty dollars (\$520.00) annually of three percent (3%) of base pay for all hours worked

C. Incentive Pay and Cross Training Opportunities

1. Multiple License/Certification Incentive Pay

- a. Water Plant Operators II and III shall receive incentive pay if they hold a State of Florida Water Plant Operator License beyond the license required for their current classification as outlined below.
 - i. For Water Plant Operator II - the employee will receive thirty-eight dollars (\$38.00) bi-weekly for a State of Florida Water Plant Operator "B" License or higher.
 - ii. For Water Plant Operator III - the employee will receive thirty-eight dollars (\$38.00) bi-weekly for a State of Florida Water Plant Operator "A" License.
- b. Water Reclamation Plant Operators II, and III shall receive incentive pay if they hold a State of Florida Wastewater Plant Operator License beyond the license required for their current classification as outlined below.

- i. For Water Reclamation Plant Operator II - the employee will receive thirty-eight dollars (\$38.00) bi-weekly for a State of Florida Wastewater Plant Operator “B” License or higher.
- ii. For Water Reclamation Plant Operator III - the employee will receive thirty-eight dollars (\$38.00) bi-weekly for a State of Florida Wastewater Plant Operator “A” License.
- c. Employees in the classifications of Water Utility Maintenance Technician, Water Utility Maintenance Technician II or Water System Technician II shall receive incentive pay for a State of Florida Water Distribution Operator License beyond the license required for their current classification as outlined below.
 - i. For Water Utility Maintenance Technician - the employee will receive thirty-eight dollars (\$38.00) bi-weekly for a State of Florida Class 2 Water Distribution Operator License or higher.
 - ii. For Water Utility Maintenance Technician II – the employee will receive thirty-eight dollars (\$38.00) bi-weekly for a State of Florida Class 1 Water Distribution Operator License or higher.
 - iii. For Water System Technician II – the employee will receive thirty-eight dollars (\$38.00) bi-weekly for a State of Florida Class 2 Water Distribution Operator License or higher.
- d. Employees in the classification Wastewater Utility Maintenance Technician shall receive incentive pay if they hold a Florida Water Pollution Control Operators Association (FWPCOA) Wastewater Collection Technician Certification beyond the certification required for their current classifications as outlined below.
 - i. For Wastewater Utilities Maintenance Technician - the employee will receive thirty-eight dollars (\$38.00) bi-weekly for a FWPCOA Wastewater Collection Technician “B” Certification or higher.
 - ii. For certifications issued by organizations other than FWPCOA, management will review the certifications requirements. If they are determined to be equivalent to the FWPCOA requirements, then the employee will be eligible for incentive pay.
- e. Employees in the Water Systems Maintenance Division and Wastewater Systems Maintenance Division will receive an additional thirty-eight dollars (\$38.00) bi-weekly if they have both a FWPCOA Wastewater Collection Technician Certification and a State of Florida Water Distribution Operators License.
- f. Plant Maintenance Mechanics, Plant Maintenance Technicians, and Maintenance Lead Workers in the Water Reclamation Division will receive

thirty-eight dollars (\$38.00) bi-weekly if they have either a FWPCOA Wastewater Collection Technician Certification or a FWPCOA Utility Maintenance Technician Certification.

- g. Plant Maintenance Mechanics, Plant Maintenance Technicians, and Maintenance Lead Workers in the Water Treatment and Distribution Division will receive thirty-eight dollars (\$38.00) bi-weekly if they have either a State of Florida Water Distribution Operators License or a FWPCOA Utility Maintenance Technician Certification.
- h. Employees who qualify for the incentive pays outlined above will also be reimbursed for the annual license renewal fees associated with the qualifying additional licenses.
- i. Employees in the classifications of Water Utilities Maintenance Apprentice, Water Utilities Maintenance Technician, Water Utilities Maintenance Technician II, Wastewater Utilities Maintenance Apprentice, Wastewater Utilities Maintenance Technician, Plant Maintenance Technician and Technician II, Plant Maintenance Mechanic, Plant Maintenance Mechanic Apprentice, and Plant Maintenance Lead Worker, who are currently not required to maintain a CDL with an "A" endorsement, may be eligible to receive a CDL A License Incentive of fifty cents (\$.50) per hour for maintaining a Class A CDL. Employees receiving this incentive will be maintained on the City-wide CDL list including having an initial drug test, be subject to random drug testing, and may be assigned by the department to drive vehicles requiring the CDL on an intermittent basis.

24.3 Fleet Management

- A. The Fleet Management Department agrees to continue, for the term of this Agreement, the current practices concerning on-the-job time devoted to cleanup, stowing of tools and equipment, and securing work areas.
- B. Management agrees to bear the full expense of all special purpose tools, special purpose clothing, and protective safety equipment employees may be required to wear.
 - 1. Management agrees that it shall continue to issue work uniforms for the term of this Agreement. Replacement work uniform items shall be done on a fair wear and tear basis throughout the term of this Agreement.
 - 2. Provided uniforms (those purchased by the department) shall be worn while on duty and not used off the job for personal reasons. Uniforms remain the property of the department and shall be returned to the department upon transfer or separation.
 - 3. Management agrees, for the term of this Agreement, to provide laundry service (for employees desiring the service) for issued work uniforms at no additional cost to the City.

- C. Employees are required to provide their own hand tools, which must meet or exceed the minimum tool listing requirements provided by Management. Any additional personal hand tools, as may be required, shall be obtained within a reasonable time upon being advised by Management. Employees in the classifications of Equipment Mechanic I, Equipment Mechanic II, and Chief Equipment Mechanic, shall receive a tool allowance of fifteen dollars and forty cents (\$15.40) bi-weekly. Welders shall receive a tool allowance of seven dollars and seventy cents (\$7.70) bi-weekly. This program is for reimbursement/replacement of tools required to service City equipment. Initial probationary employees will not be eligible for the tool reimbursement allowance.
- D. Employees in the classifications of Equipment Mechanic I, Equipment Mechanic II, Equipment Chief Mechanic, Welder, Equipment Repairer I, Equipment Repairer II, and Tire and Wheel Specialist who are required by the nature of a particular job to modify a personal hand tool in order to perform a required service for the department, shall upon approval of the immediate supervisor, have such a personal hand tool replaced on a one- for-one basis. Such a personal hand tool, which has been modified as approved, shall upon replacement become the property of the department.

E. Time Recording

1. Employees reporting for work tardy shall be permitted to work provided:
 - a. The employee has called in to report being tardy prior to the work shift;
 - b. The time of reporting does not exceed one (1) hour after the employee's scheduled reporting time; and
 - c. Work is available in the employee's Section and classification.
2. Employees who call in after their regularly scheduled starting time to advise of tardiness shall be permitted to work at the discretion of Management.
3. Employees required to work after their scheduled quitting time shall be eligible for appropriate compensation for each one-tenth of an hour worked.

F. ASE and EVT Certification Pay

1. Employees in the classifications of Equipment Mechanic I, Equipment Mechanic II, and Equipment Chief Mechanic shall be entitled to ASE certification pay of ten dollars (\$10.00), payable bi-weekly, for each ASE certification held except that the maximum number of ASE certifications for which an employee may receive this pay shall be limited to eight (8). Employees who fail to maintain an ASE certification will cease to be entitled to ASE certification pay for that certification. The Fleet Department shall pay whatever fees are associated with obtaining and maintaining each ASE with the exception that employees will be responsible for paying for additional retraining and or test fees when the employee does not pass the first test. The employees also agree to provide the department with the necessary documents verifying the receipt and maintenance of each ASE.

2. In addition to the above certification pays, employees in the classifications of Equipment Mechanic I, Equipment Mechanic II, and Equipment Chief Mechanic shall be entitled to an additional certification pay of ten dollars (\$10.00), payable bi-weekly, for obtaining and maintaining each Emergency Vehicle Technician (EVT) certification. The Fleet Department shall pay whatever fees are associated with obtaining and maintaining each EVT with the exception that employees will be responsible for paying for additional retraining and or test fees when the employee does not pass the first test. The employees also agree to provide the department with the necessary documents verifying the receipt and maintenance of each EVT.
3. ASE and EVT certification pay will be limited to a combined maximum of twelve (12) certification pays.
4. Employees in the classification of Automotive Parts Clerk shall be entitled to ASE certification pay for each ASE obtained and maintained related to Parts Technician, as determined by the Department Director. This certification pay will be ten dollars (\$10.00), payable biweekly. Automotive Parts Clerks who fail to maintain an ASE certification will cease to be entitled to ASE certification pay for the certification. The Fleet Department shall pay whatever fees are associated with obtaining and maintaining each ASE with the exception that employees will be responsible for paying for additional retraining and or test fees when the employee does not pass the first test. The employees also agree to provide the department with the necessary documents verifying the receipt and maintenance of each ASE. As additional ASE certifications applicable to the Automotive Parts Clerk classification, as determined by the Department Director, become available during the term of this Agreement, the employee may likewise receive certification pay for the additional ASEs, up to a maximum of five (5).
5. Employees in the classification of Tire and Wheel Specialist shall be entitled to ASE certification pay for each ASE certification obtained and maintained related to Suspension and Steering, as determined by the Department Director. This incentive pay shall be paid bi-weekly at a rate of ten dollars (10.00) for each authorized ASE certification held up to a maximum of five (5).

G. Incentive Pay – Sanitation Maintenance Division

Employees assigned to work on Sanitation collection vehicles in the Sanitation Maintenance Division will receive an incentive allowance of three dollars (\$3.00) per actual hours worked.

H. Incentive Pay – Tire and Wheel Shop

Excluding Tire and Wheel Specialists, employees assigned to the Fleet Management Department Tire and Wheel Shop shall receive an incentive allowance of sixty-five cents (\$.65) per actual hours worked.

To be eligible for this incentive pay, employees must be assigned to the Tire and Wheel Shop and must actually work and perform the tire and wheel duties of an Equipment Repairer I or II.

I. Compressed Natural Gas (CNG) Fuel System Inspector Incentive Pay

Employees assigned to the Fleet and Sanitation Maintenance Division, and who obtain and maintain a CNG Fuel Inspector certification shall be entitled to CNG Inspector certification pay. Certification must be obtained and maintained via a City-approved certification authority. This certification pay will be twenty dollars (\$20.00), payable biweekly.

- J. All employees required or approved by the department management to obtain and maintain a specialized "X" (Tank and Hazardous Materials) endorsement shall receive a bi-weekly pay incentive of eight dollars (\$8.00).

K. Immunization Program

Immunizations will be offered to all Blue Collar Unit employees within the department at no expense to the employees. It shall provide for tetanus, diphtheria, and such other immunizations as may be recommended by the County Health Director in connection with the specific working conditions of Fleet Management operations, with said recommendations being made available to the Union upon request. Nothing in this Section is intended to require an employee to participate in this immunization program. All employees are encouraged to participate in this immunization program. Those who do not participate in this program who contract any of the diseases for which immunization is available shall be ineligible for consideration in the Workers' Compensation supplementary payment program as provided for in this Agreement.

- L. Employees assigned to work on Sewage Waste Vehicles in the Fleet Management Department will receive an incentive allowance of three dollars (\$3.00) per actual hours worked.

- M. Employees assigned to work on EMS, ambulance, medical transport, fire engine, fire suppression or rescue vehicles will receive an incentive allowance of three dollars (\$3.00) per actual hours worked.

24.4 Codes Compliance Assistance

A. Meal and Rest Breaks

Due to the nature of the work assignments in this operation, the following concerning meal and rest breaks shall apply:

1. Employees are entitled to two (2) rest breaks per day and these will be scheduled by the individual employee. One (1) break is to be taken mid-morning and one (1) break is to be taken mid-afternoon.

2. The lunch period is to be taken mid-day and may be scheduled by the employee at the most convenient point as the work for the day permits. However, the lunch break should be taken between 11:30 a.m. and 1:30 p.m.
3. When deviations from the above are necessary or required, the change must be approved in advance by the employee's supervisor.
4. Employees are expected to take advantage of rest and meal periods at the appropriate time. Combining any lunch or break periods is not permitted, nor may any lunch or break periods be used for the purpose of leaving work early.

B. Uniforms

1. Management agrees to provide employees with six (6) sets of work uniforms. Replacement of work uniforms shall be done on a fair wear and tear basis.
2. Uniforms shall be worn while on duty and not worn off the job for personal reasons. Uniforms remain the property of the department and shall be returned upon transfer or separation.

24.5 Billing and Collections

- A. The Billing and Collections Department agrees to provide uniforms to all employees covered by the Blue Collar Bargaining Unit employed by the Field Operations Division. Uniforms shall be worn while on duty and not worn off duty for personal use. Uniforms remain the property of the division and shall be returned to the division upon transfer or separation.
- B. Raincoats and all-weather hats with rain covers shall be replaced on a fair wear and tear basis throughout the term of this Agreement and not more frequently than one (1) time in a twelve (12)-month period. Other uniform articles will be replaced on a fair wear and tear basis.
- C. Employees in the classification of Account Representative shall be paid one (1) hour of standby pay for each four (4) hours assigned to standby duty. In addition to the standby pay, Account Representatives shall be paid for the actual time worked when called to duty, including travel to and from the work site(s). In the event an employee who is on standby duty fails to respond to a call to work, the employee will forfeit the standby pay and may be subject to possible discipline as provided in the Code of Conduct section of the City's Rules and Regulations of the Personnel Management System.

24.6 Stormwater, Pavement and Traffic Operations (SPTO)

- A. The Stormwater Operations Division shall retain the existing apprentice training program and employees in this training program shall continue to be assigned to the various phases of the program. Management will provide, at no charge to the employee, the required courses, training, and books. Time spent in PTEC classes will be considered hours worked and be paid in accordance with this Agreement.

- B. Employees will be eligible for mileage reimbursement at the rate detailed in Article 23 of this Agreement. Reimbursable mileage is defined as the mileage from the Public Works complex to the location where the classroom courses are to be held. Round trip mileage will be paid when an employee must report to work prior to class and return to work after the class is over. In the event PTEC classes are held in the evening, and it is not feasible for the employee to travel directly from the Public Works Complex, mileage will be paid from the employee's home to PTEC and back home again. Management reserves the right to provide transportation should such be determined to be feasible.

C. Immunization Program

Immunizations will be offered to all Blue Collar Unit employees within the department at no expense to the employees. It shall provide for tetanus, diphtheria, and such other immunizations as may be recommended by the County Health Director in connection with the specific working conditions of Stormwater operations, with said recommendations being made available to the Union upon request.

Nothing in this Section is intended to require an employee to participate in this immunization program. All employees are encouraged to participate in this immunization program. Those who do not participate in this program who contract any of the diseases for which immunization is available shall be ineligible for consideration in the Workers' Compensation supplementary payment program as provided for in this Agreement.

D. Uniform Items

1. Management will continue to provide uniforms (a minimum of eleven (11) shirts and eleven (11) pairs of shorts or pants) to all employees covered by this Agreement including any new hires. Shirts, shorts, and pants will be exchanged on a fair wear and tear basis.
2. Provided uniform items shall be worn while on duty and not used off the job for personal reasons. All uniform items remain the property of the department and shall be returned to the department upon transfer or separation.

E. Dead Animal Removal/Disposal Incentive Pay

An employee who is assigned to the job of disposal of dead animals shall receive, in addition to the base rate of pay, sixty cents (\$.60) per hour. For the purpose of receiving this incentive, holidays not worked, annual leave, illness leave, bereavement leave, jury duty leave, military leave and all other absences from duty shall not be considered as eligible hours worked.

F. Commercial Driver's License (CDL) Incentive

Employees in the Blue Collar Unit who are currently not required to maintain a CDL, may be eligible to receive a CDL B License Incentive of fifty cents (\$.50) per hour for maintaining a Class B CDL based on departmental needs. Employees receiving this incentive will be maintained on the City-wide CDL list including having an initial drug test, be subject to random drug testing, and may be assigned by the department to drive vehicles requiring the CDL on an intermittent basis.

Employees in the Blue Collar Unit who are currently not required to maintain a CDL with an “A” endorsement, may be eligible to receive a CDL A License Incentive of fifty cents (\$.50) per hour for maintaining a Class A CDL based on departmental needs. Employees receiving this incentive will be maintained on the City-wide CDL list including having an initial drug test, be subject to random drug testing, and may be assigned by the department to drive vehicles requiring the CDL on an intermittent basis.

G. Incentive Pay – Stormwater Operator Certificate of Registration

Employees in the classifications of Equipment Operator II, Equipment Operator III, Stormwater Utilities Maintenance Apprentice, Stormwater Utilities Maintenance Technician, Pavement Leadworker, Pavement Technician, Pavement Apprentice, and Maintenance Mechanic II shall receive thirty-eight dollars (\$38.00) bi-weekly if they maintain a FW&PCOA Stormwater Operator certificate of registration level “B” or higher, which is beyond that which is required for their respective classifications.

Employees in the classification of Stormwater Utilities Maintenance Leadworker shall receive thirty-eight dollars (\$38.00) bi-weekly if they maintain a FW&PCOA Stormwater Operator certificate of registration level “A” or higher, which is beyond that which is required for their respective classifications.

H. International Society of Arboriculture (ISA) Certification Incentive

Employees who obtain and maintain an ISA Arborist Certification will be eligible to receive incentive pay of twenty cents (\$.20) per hour.

I. Roadway Crew and Hazard Pay Incentive

Employees who are assigned to work on the interstate; or on roads and medians with a speed limit greater than forty-five (45) miles per hour for at least one full pay period shall receive, in addition to their base rates of pay, hazard incentive pay ~~in the amount of six dollars and twenty five cents (\$6.25) per week~~ of three percent (3%) of base pay for all hours worked for the extent of the temporary assignment.

J. Florida Department of Agriculture and Consumer Services (FDACS) Pesticide Applicator’s License

Blue Collar employees who are not required to maintain a Public Pesticide Applicator’s License from FDACS and who obtain and maintain such license will be eligible to receive incentive pay of twenty cents (\$.20) per hour.

24.7 Planning and Development Services

- A. Employees in the classifications of Building Inspector, Electrical Inspector, Mechanical Inspector, and Plumbing Inspector shall receive certification pay for each State of Florida Standard Certification as an Inspector earned in trades or other specialized areas that are not otherwise required of their current position. Certification pay is available for employees in those job titles who are not required to have, but do have a State of Florida Standard

Certification for Building, Mechanical, Electrical, Plumbing, Erosion Control (EC), Certified Floodplain Manager (CFM), Building Code Administrator (CBO), Coastal Construction Inspector (CCI), Fire Safety Inspector 1, Fire Safety Inspector 2, and One and Two Family Dwelling. For each additional certification held, the employee will receive one hundred dollars (\$100.00) on a bi-weekly basis and for the One and Two Family Certification, two hundred dollars (\$200.00) on a bi-weekly basis. An inspector who holds all of the four primary Inspectors certifications (Building, Electrical, Mechanical, and Plumbing) will receive an additional payment of one hundred dollars (\$100.00) on a bi-weekly basis.

Given the frequent interaction between Inspectors and Plans Examiners, Inspectors will also receive certification pay for each State of Florida Standards Certification as a Plans Examiner in the trades of Building, Electrical, Mechanical and Plumbing. For each Plans Examiner certification held, the employee will receive fifty dollars (\$50.00) on a bi-weekly basis.

- B. Employees in the classifications of Plans Examiner and Sr. Plans Examiner shall receive certification pay for each additional State of Florida Standard Certification as Plans Examiners earned in trades or other specialized areas that are not otherwise required of their current position. Certification pay is available for employees in those job titles who are not required to have, but do have a State of Florida Standard Certification as Plans Examiners earned in the Building, Electrical, Mechanical, Plumbing disciplines, Certified Floodplain Manager (CFM), Building Code Administrator (CBO), Coastal Construction Inspector (CCI), Fire Safety Inspector 1, Fire Safety Inspector 2, and One and Two Family certificate beyond the trade or trades required for the position. For each additional certification held, the employee will receive one hundred dollars (\$100.00) on a bi-weekly basis and for the One and Two Family Certification, two hundred dollars (\$200.00) on a bi-weekly basis. A Plans Examiner that holds all of the four primary Planner certifications listed herein (Building, Electrical, Mechanical and Plumbing) will receive an additional payment of one hundred dollars (\$100.00) on a bi-weekly basis.
- C. Given the frequent interaction between Plans Examiners and Inspectors, Plans Examiners, and Senior Plans Examiners will also receive certification pay for each State of Florida Standard Certification as an Inspector for Building, Electrical, Mechanical, Plumbing, and Erosion Control. For each Inspector certification held, the employee will receive fifty dollars (\$50.00) on a bi-weekly basis.
- D. Employees who fail to maintain a particular certification shall cease to receive the certification pay for that certification. It shall be the responsibility of the employee to pay whatever fees are associated with obtaining and maintaining the various certifications, and to provide Management with the necessary documents verifying the receipt and maintenance of same. Additionally, employees receiving certification pay agree to perform all inspections, for which certified, as assigned by Management. Refusal to perform any inspection for which an employee is receiving certification pay shall result in the immediate forfeiture of the incentive pay for the certification associated with the refusal.

24.8 Parks and Recreation

- A. The incentives outlined in B-F of this Section (Article 24, Section 8) are available only to those employees in the Blue Collar Unit who are in a classification labor grade equivalent to

a Maintenance Worker II or higher. The Department Director also reserves the right to deny any of the incentives for cause or limit the number of incentives available due to operational needs of the department. The incentive pays in this Section are based on actual work hours. For the purpose of receiving any incentive pay under this Section, holidays not worked, annual leave, illness leave, bereavement leave, jury duty, military leave and all other absences from duty shall not be considered eligible work hours.

It shall be the responsibility of the employee to pay whatever fees are associated with obtaining and maintaining these certifications, however the Department Director may reimburse the employee for fees associated with the cost of training, testing, and/or licensing/certification based on operational needs. Employees will be required to provide proof of their current license/certificate, and may opt to discontinue maintaining the certificate or license at any time without penalty other than to forego the incentive pay, provided it is not required to maintain the employee's classification.

B. Commercial Driver's License (CDL) Incentive

Employees who are currently not required to maintain a CDL, may be eligible to receive a CDL License Incentive of fifty cents (\$.50) per hour for maintaining a Class A CDL. Employees who are currently not required to maintain a CDL may be eligible to receive a CDL License Incentive of fifty cents (\$.50) per hour for maintaining a Class B CDL. Employees receiving this incentive will be maintained on the City-wide CDL list, be subject to random drug testing, and may be assigned by the department to drive vehicles requiring the CDL on an intermittent basis.

C. International Society of Arboriculture (ISA) Certification Incentive

Employees who obtain and maintain an ISA Arborist Certification will be eligible to receive incentive pay of twenty cents (\$.20) per hour.

D. Certified Playground Safety Inspector (CPSI) Incentive

Employees who obtain and maintain a certification from the National Recreation and Parks Association as a Certified Playground Safety Inspector (CPSI) will be eligible to receive incentive pay of twenty cents (\$.20) per hour.

E. Hazardous Duty Pay

1. Employees who are assigned to work in any of the following for at least one (1) full pay period shall receive, in addition to their base rates of pay, hazardous duty incentive pay in the amount of six dollars and twenty five cents (\$6.25) per week of three percent (3%) of base pay for all hours worked for such assignments with a minimum of four (4) hours for that pay period:

- a. Large Mowing/Forestry Section; or
- b. Driving a Fuel Truck

2. To the extent that any employee receives a temporary assignment to one of the positions eligible for Hazardous Duty Pay as outlined in this Section (8.E), the employee will receive the incentive pay during the pay period(s) the employee is in that temporary assignment.
3. An employee will only be eligible for one type of hazardous duty pay per week.

F. Florida Department of Agriculture and Consumer Services (FDACS) Pesticide Applicator's License

Blue collar employees who are not required to maintain a Public Pesticide Applicator's License from FDACS and who obtain and maintain such license will be eligible to receive incentive pay of twenty cents (\$.20) per hour.

G. Dead Animal Removal

An employee who is assigned to the job of disposal of dead animals, including fish or waterfowl, shall receive an incentive of sixty cents (\$.60) per hour.

ARTICLE 25 – EMPLOYEES’ RETIREMENT SYSTEM

25.1 The parties agree that the City will maintain the current benefit provisions of the Employees’ Retirement System (ERS), St. Petersburg City Code Chapter 22, Article IV, successor to the retirement system established by Ordinance No. 986-A, including any amendments to this Chapter that have previously been agreed to by the parties, for the duration of this Agreement.