

ARTICLE 10 – SENIORITY, LAYOFF, AND RECALL

An employee or employees may be laid off when necessary due to a shortage of funds, lack of work, abolishment of a position, or other substantive changes in job duties or the organization, or for related reasons that are outside an employee's control and do not reflect upon their service. The duties performed by a laid off employee may be reassigned to other employees in appropriate classifications.

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.
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. Types of Seniority

1. City Seniority

City seniority shall be defined as the length of time served as an employee from the most recent date of employment or re-employment, except in cases where an employee was laid off and accepted a position in another job classification and such placement occurred during the nine (9) month recall period. In layoff situations where an employee was appointed to a different job classification during the recall period, the employee shall suffer no loss of City seniority but shall incur a loss of classification seniority if such placement was in a classification or classification series not previously held by the affected employee. City seniority shall be used for computation of annual leave accrual, service awards, and other matters based on length of service.

2. Classification Seniority

Classification seniority shall be defined as the length of time served as a full-time employee in a classification, regardless of the department in which the seniority was earned. Classification seniority shall be used for the purposes of pay progression and other matters based upon length of service in a classification.

3. Seniority Adjustment

- a. City and classification seniority shall continue to accrue during all types of paid leave except for leaves of absence or suspensions without pay that are in excess of thirty (30)-consecutive calendar days. Such absences shall cause the seniority dates to be adjusted for an equivalent amount of time.
- b. An employee who has a minimum of five (5) years of continuous City seniority shall suffer no loss of City or classification seniority while on a medical leave of absence without pay for a period not to exceed three (3) months.

4. Loss of Seniority

An employee shall lose City and classification seniority as a result of the following:

- a. Resignation,

- b. Termination,
 - c. Layoff without reinstatement within nine (9) months, or
 - d. Failure to return from military leave within the time limits prescribed by law.
5. Seniority Records

The Human Resources Department shall be responsible for the establishment and maintenance of employees' City and classification seniority records.

B. Layoff Procedures

1. Application

If a layoff becomes necessary, classified employees in an affected classification shall be laid off in accordance with the procedures described in this Section.

2. Layoff Criteria

If the Mayor authorizes a reduction in force and the affected position is identified, the classified employee in that position shall have the option to bump only into another position within that same classification in that department on the basis of length of time in the classification. In the event two (2) or more employees have the same amount of seniority in the affected classification, City seniority shall be the determining factor and the least senior employee shall be laid off first. In the event two (2) or more employees have the same classification and City seniority, the employee with the lowest identification number shall be considered the senior employee, unless an employee is eligible for Veterans' Preference in accordance with applicable federal or state statutes.

3. Bump Back Procedures

- a. Classified employees whose positions are eliminated or who are bumped out of their current position due to a layoff shall be eligible to bump back and transfer within their current, or previously employed department to any classification previously held, including their current classification, based on their classification seniority. Retention in a prior classification shall be competitive with other employees currently in or eligible to bump back into that classification within the department with the most senior employees retaining their positions. If an eligible employee bumps back to a previously held position, classification seniority in that position shall include only the time spent in that classification, unless otherwise specified below.
- b. When bumping down a classification series, i.e., Accountant III, Accountant II, Accountant I, an employee's classification seniority in the

higher classification(s) within the series shall be added to the employee's seniority accrued in the lower classification(s) previously held in determining whether the combined seniority allows the employee to be retained. An employee who is eligible for a lower classification in a classification series and also another previously held position shall be placed in the job in the higher pay range unless approved otherwise by the Human Resources Director.

- c. Classified employees shall be eligible to bump back within a classification series to a classification not previously held within their department. Retention at such a position shall be competitive with other employees who are currently in or eligible to bump back to that classification, with the most senior employees retained to fill available positions.
- d. If a reduction in force is necessary classified employees with the least amount of seniority in the affected classification within the department shall be laid off and placed on a recall list, unless they bump back and are eligible to be retained in another classification.
- e. In cases where two (2) or more employees are eligible to bump into or within a classification, the most senior employee shall bump the least senior employee and the next most senior employee shall bump the next least senior employee, and so forth.
- f. Employees affected by a layoff who are placed in a lower classification shall receive their current pay rate not to exceed the maximum pay rate for the lower classification. Any action taken regarding layoff procedures shall not result in an increase in pay for any employee.
- g. All layoff placements shall be made in accordance with these provisions provided the employee is able and qualified to perform the essential functions of the position at the time of placement, with or without accommodation, and provided the employee possesses the necessary licenses and certifications required for the specific position.
- h. Employees who are eligible for retention and do not wish placement in a classification for which they are eligible may voluntarily accept the layoff, which shall result in their removal from the payroll. Such employees shall state their request in writing to the department director at least two (2) weeks prior to the layoff date, unless otherwise provided by the Human Resources Director.

4. Transfer Procedures

A classified employee subject to layoff shall be eligible to apply, interview, and be competitively selected for promotion or demotion to position vacancies with the Employer prior to actual layoff.

Classified employees whose positions are eliminated due to a layoff may be placed without competitive selection in available vacant positions of the same classification in another department.

C. Recall, Reinstatement and Re-employment Procedures

1. A classified employee who was laid off or accepted another position as a result of the elimination of their prior position shall have preference for recall and reinstatement within the employee's department, in classifications from which they were initially laid off, for a period of nine (9) months from the layoff date. Reinstatement shall be without loss of seniority and the employee's illness leave account shall be restored to the status prior to the layoff less any payout received. If the layoff absence was in excess of thirty (30)-calendar days, City and classification seniority dates shall be adjusted to account for the time on layoff status.
2. An employee reinstated to a prior classification within nine (9) months from the date of layoff shall receive their pay rate at the time of layoff and any general wage increase applicable for that classification.
3. An employee hired in a classification other than their prior classification within nine (9) months from the date of layoff shall retain their City seniority date effective at the time of layoff.
4. An employee within nine (9) months of the date of layoff shall be ineligible for reinstatement of prior seniority or benefits in the event of re-employment at a later date.

The Employer reserves the right to require a fitness for duty examination of any recalled employee prior to reinstatement.

*** 11.1 to 11.4 - Withheld to Counter at later session***

11.5 Incentive Pay and Non-Competitive Promotions

- 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.
- B. The City will provide the following incentive increases to the base pay of employees working within the positions outlined in this section as follows:
 - 1. One hundred fifteen dollars and thirty-eight cents (\$115.38) paid bi-weekly for any Planner I, II or III; Urban Design and Development Coordinator; Historic Preservationist I, II, or III; or Bicycle and Pedestrian Coordinator who achieves and maintains the AICP certification through the American Planning Association (APA);
 - 2. One hundred fifteen dollars and thirty-eight cents (\$115.38) bi-weekly for any Economic Development Officer, Economic Development Analyst, Economic Development Coordinator, or Economic Development Specialist who achieves and maintains the CEdD certification from the International Economic Development Council (IEDC);
 - 3. Thirty-eight dollars and forty-six cents (\$38.46) bi-weekly for any Planner I, II or III within the Planning and Development Services Department who achieves certification as an ISA Certified Arborist; and
 - 4. An additional thirty-eight dollars and forty-six cents (\$38.46) bi-weekly for any Planner I, II or III within the Planning and Development Services Department who is designated an ISA Certified Arborist and achieves certification as an ISA Certified Arborist Municipal.
 - 5. One hundred fifteen dollars and thirty-eight cents (\$115.38) paid bi-weekly for any Floodplain Coordinator; Floodplain Manager; Planner I, II or III; Principal Planner; Professional Engineer; Senior Professional Engineer; or Urban Design and Development Coordinator who achieves and maintains the Certified Floodplain Manager (CFM) certification through the Association of State Floodplain Managers (ASFPM);
 - 6. Only those employees who have achieved these certifications on or after October 1, 2016, are eligible for the increases outlined in this section.
 - 7. Failure to maintain any of the certifications outlined in this section will result in loss of the corresponding incentive pay.

- C. The Office of the City Auditor will provide an incentive to the base pay of an Auditor or Senior Auditor working within that department as follows:
1. A five percent (5%) incentive for certification as a Certified Public Accountant (CPA);
 2. A four percent (4%) incentive for certification as a Certified Internal Auditor (CIA);
 3. A five percent (5%) incentive for certification as a Certified Information Systems Auditor (CISA);
 4. A two and one half percent (2.5%) incentive for certification as a Certified Fraud Examiner (CFE); and
 5. A two percent (2%) incentive for certification as a Certified Government Auditing Professional (CGAP).
 6. Failure to maintain any of the certifications outlined in this section will result in the employee forfeiting the corresponding incentive increase.
- D. The Finance Department will provide an incentive equal to two percent (2%) of the base pay of an Accountant I, II, or III working within that department who obtains any of the following certifications:
1. Certified Public Accountant (CPA);
 2. GFOA Certified Public Finance Officer (CPFO);
 3. FGFOA Certified Government Finance Officer (CGFO); and
 4. Certified Payroll Professional (CPP).
- Failure to maintain any of the certifications outlined in this section will result in the employee forfeiting the corresponding incentive increase. Furthermore, the Finance Department may offer to pay for a portion of the study materials and the requisite application or testing fees subject to a repayment agreement that will be executed by the employee and a City representative prior to the outlay of any related expenses.
- E. The Water Resources Department will provide a hazard incentive pay of three percent (3%) to the base pay for a Chemist II or III.
- F. The parties agree to allow the Procurement and Supply Management Department to provide a two percent (2%) increase to the base pay of a Senior Procurement Analyst, Procurement Analyst, Purchasing Specialist, Operations Specialist, Administrative Assistant, Contracts Compliance Officer, Compliance Analyst, Supplier Diversity Analyst, Certification Specialist, or Supplier Development Coordinator working within that department who obtains any of the following

certifications. This increase shall not be per certification but is capped at two percent (2%) in total, regardless of the number of certifications obtained:

1. Certified Professional Public Buyer (CPPB).
2. NIGP Certified Procurement Professional (NIGP-CPP).
3. Certified Public Procurement Officer (CPPO).
4. Certified Professional in Supplier Diversity (CPSD).
5. Certified Compliance Administrator (CCA).
6. Certified Compliance and Ethics Professional (CCEP).
7. Certified Purchasing Card Professional (CPCP).

Failure to maintain CPPB, NIGP-CPP, CPPO, CPSD, CCA, CCEP and/or CPCP certification outlined in this section will result in the employee forfeiting the incentive increase. Furthermore, the department may offer to pay for a portion of the study materials and the requisite application or testing fees subject to a repayment agreement that will be executed by the employee and a City representative prior to the outlay of any related expenses.

*** 11.6 - Withheld to Counter at later session***

ARTICLE 13 – JURY DUTY

13.1 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.

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

13.3 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.

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

13.5 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 14 – BEREAVEMENT LEAVE

14.1 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.

14.2 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.

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

14.4 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.

14.5 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 15 – MILITARY LEAVE

15.1 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 16 – LEAVE WITHOUT PAY

16.1 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.

16.2 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.

16.3 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.

16.4 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.

16.5 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.

16.6 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.

16.7 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.

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

16.9 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.

16.10 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.

16.11 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.

16.12 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.

16.13 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 17 – ANNUAL LEAVE

17.1 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.

17.2 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.

17.3 Annual Leave Accrual Rates

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

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

17.4 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.

17.5 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.

17.6 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.

17.7 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 18 – ILLNESS LEAVE

18.1 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.

18.2 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.

18.3 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.

18.4 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.

18.5 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.

18.6 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.

18.7 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).

18.8 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.

18.9 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.

18.10 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.

18.11 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 19 – HOLIDAYS

19.1 The following holidays shall be observed:

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

19.2

- 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.

19.3 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.

19.4 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.

19.5 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.

19.6 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.

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

19.8 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.

19.9 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.

19.10 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.

19.11 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.

ARTICLE 20– SAFETY AND HEALTH

20.1 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.

20.2 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.

20.3 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.

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

20.5 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.

20.6

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 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.