

AGREEMENT BETWEEN  
THE COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 3179



AND  
THE CITY OF LARGO



October 1, 2016 - September 30, 2019

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## **ARTICLE 1 - PREAMBLE**

### **Section 1**

This Agreement is entered into by and between the City of Largo, Florida, hereinafter referred to as the City, and the Communications Workers of America, hereinafter referred to as the Union, for the purpose of establishing an orderly and peaceful procedure for good faith labor relations, providing an orderly and prompt method for handling grievances, and setting forth the basic and full agreement between the parties concerning wages, hours, and other terms and conditions of employment.

### **Section 2**

The use of the masculine pronoun or feminine pronoun in this agreement shall be construed as including both genders and not as a gender limitation.

### **Section 3**

The usage of the title(s) Local President, Labor Relations Officer and/or Human Resources Department shall include his or her designee.

## **ARTICLE 2 - UNION RECOGNITION**

### **Section 1**

The City recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment for employees of the City who are members of the bargaining unit within the classifications listed in Exhibit 1 attached hereto.

### **Section 2**

The bargaining unit shall consist of only those classifications listed in Article 18, Exhibit 1. All other employees in other classifications are specifically excluded.

### **Section 3**

Any classification subsequently included by mutual agreement or Public Employee Relations Commission directive shall also be covered by this Agreement. Coverage for these employees will be implemented at the beginning of the next fiscal year or by mutual agreement prior to the beginning of the next fiscal year.

## **ARTICLE 3 - MANAGEMENT RIGHTS**

### **Section 1**

Management officials retain the full and unrestricted rights to the following:

- a. To operate and manage all personnel, facilities, and equipment; to determine the purpose of the department; to determine methods, means and numbers of personnel needed to carry out the department's mission, including the determination of crew size; to set standards of service to be offered to the public.
- b. To establish functions and programs; to set and amend budgets; to determine the utilization of technology, including the introduction of new or improved methods or facilities or the changing of existing methods or facilities.

c. To determine and modify the organizational structure; to select, direct, transfer, assign, and determine the number of personnel and take disciplinary action including discharge, for just cause, and to establish normal work schedules and scheduling of overtime; to relieve employees from duty because of lack of work or when the continuation of work would be wasteful or unproductive.

d. The City has the right to formulate, adopt and implement any rules and regulations as long as the new rule or regulation is not in direct opposition to a term and condition of employment specifically agreed to in the body of the existing Agreement between the City and the bargaining unit. A minimum of 14 calendar days prior to the implementation of any such rules or regulations, the City will notify the Union to provide the Union the opportunity to request and engage in impact bargaining. Implementation shall be suspended until the impact bargaining process is completed.

## **Section 2**

The City will maintain job descriptions for those job classifications covered by this Agreement and will notify the Union in writing of any changes in these job descriptions. Management possesses the sole right to establish specifications for each class of position, to classify and reclassify and allocate and reallocate new or existing positions, and reserves the right to create or abolish any job position or title without prior discussion with the Union. It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, and employees, at the discretion of the City, may temporarily be required to perform duties not within their job descriptions.

## **Section 3**

If in the sole discretion of the City it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, public employees' strikes, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended by the City during the time of the declared emergency provided that disciplinary action, wage rates and other direct monetary payments shall not be suspended. Should an emergency arise, the local Union President shall be advised as soon as possible of the nature and expected duration of the emergency.

## **Section 4**

Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the City to modify, establish or eliminate.

## **Section 5**

Nothing in this Agreement shall prohibit or restrict the right of the City from subcontracting work performed by employees covered by this Agreement. However, prior to subcontracting on-going work currently performed by City employees, the City shall provide the Union thirty (30) days notice. This section does not apply to subcontracting in emergency situations or for special projects of limited duration and scope.

## **Section 6**

Nothing in this Article shall be construed to restrict the ability of the Union to engage in impact bargaining as provided for in State Statutes.

# **ARTICLE 4 - UNION REPRESENTATION**

## **Section 1**

The City agrees to recognize the officers and stewards designated by the Union. The Union shall furnish written notice to the Labor Relations Officer of such officers or stewards prior to being effective.

## **Section 2**

Union officials recognized by this Agreement are President, Executive Vice President, Vice President, Secretary, Treasurer, and stewards. There shall be no greater than two (2) Union officials in a Department excused from work at one time. Based on service needs and business necessity, the Department Director may authorize additional Union officials leave for Union business. The decision of the Department Director may be appealed to the Labor Relations Officer. Union members who are not Union Officials shall be allowed paid leave from the Union pool time account to attend Union approved conferences, conventions or schools not to exceed fifteen days per fiscal year for the unit. Leave requests are subject to the approval of the department director.

## **Section 3**

Solicitation of any and all kinds by the Union, including but not limited to the solicitation of membership, grievances and the collection of Union monies, shall not be engaged in during working hours. Union representatives and stewards may conduct Union business, such as formal grievance investigations, representation of employees at grievance hearings and meeting with City management, during working hours only with the approval of their supervisor or other authorized City management. Such approval shall not be unreasonably withheld. The City and Union further agree that utilizing City equipment or vehicles for Union business is strictly prohibited except where attendance by Union representatives, during their duty hours, is required and approved by City Management.

## **Section 4**

The Union shall not distribute literature during working hours.

## **Section 5**

The Union shall not distribute on City property any materials that reflect on the integrity or motives of any individual, department, or activity of the City government. This shall not restrict members of the Union from having the same privileges as any citizen.

## **Section 6**

### **a. Pool Time**

1. Any member of the bargaining unit may donate vacation or sick leave to the Union pool time account. Vacation leave donations shall be in increments of one hour, on the basis of one hour vacation for one hour pool time. Sick leave donations shall be in increments of two hours, not to exceed 32 hours per fiscal year, on the basis of two hours sick leave for one hour pool time. Donation of sick leave in accordance with the provisions of this section may not cause an employee's sick leave balance to be reduced to below 200 hours. Carryover of Union pool time from one fiscal year to the next shall not exceed 500 hours. Donations of time to this pool must be made in writing and signed by the employee.

2. Charges against the Union business pool time, approved in this Article, shall only be made when approved by the Union President or Vice President and the Union shall notify the City in writing of any charges against the pool at least forty-eight hours prior to the time-off period. The Department Director or his designee may grant permission, provided sufficient personnel is available for requests, of less than forty-eight hours when such notice was not possible.

3. The use of the above-referenced pool time shall be used by Union officials, up to a maximum of four (4) in any one instance, for the conduct of Union business, including, but not limited to the negotiation of collective bargaining agreements or the modification or amendment of the same. Time off under this provision shall be granted at the discretion of the City; however, the use of this time will not be unduly restricted by the City given sufficient advance notice by the Union. Pool time may be used provided that

sufficient staffing is available on the regular shift to properly staff the department/unit during the absence of the Union officials as determined by management. Vacation time schedules have priority over requests for the use of Union business pool time.

4. Pool time shall not be considered time worked for purposes of computing overtime.

b. The following may be utilized when the pool time account is insufficient for the time required. Pool time must be used first.

1. In situations where a Union designated employee is granted a leave of absence for Union business that is related to the City, the Local Union will remit to the City an amount equal to the employee's regular rate of pay. In such situations the employee shall remain in a regular paid status.

2. In situations where Union designated employees are granted a leave of absence for Union business that is not related to the City, the Local Union will remit to the City an amount equal to the employee's regular rate of pay plus retirement and social security costs for the leave period. In such situations the employee shall remain in a regular paid status. Such leave shall be restricted to a total of 120 hours per fiscal year.

### **Section 7**

During contract negotiations, the City shall allow up to four (4) Union members to participate in an active pay status, these hours shall not count as hours worked for the purpose of calculating overtime. The Union shall be responsible for reimbursing the City for two (2) of its members at their regular rate of pay.

### **Section 8**

Employees violating any provision of this Article will be subject to discipline to include, but not limited to, discharge.

## **ARTICLE 5 - DUES DEDUCTIONS**

### **Section 1**

Employees covered by this Agreement may request on a prescribed form the authorization for payroll deductions for the purpose of paying Union dues.

### **Section 2**

Authorizations on file shall remain in full force and effect for the term of this contract unless revoked on the prescribed City approved form at any time by the employee. All employees of the bargaining unit have the right to revoke dues deduction authorizations. Dues deduction revocation will be made through the Human Resources Department.

### **Section 3**

The Union will initially notify the Labor Relations Officer as to the amount of dues to be deducted from a member's salary on a monthly basis. Such notification will be certified to the Labor Relations Officer in writing over the signature of an authorized officer of the Union. Changes in Union dues will be similarly certified to the Labor Relations Officer and shall be done at least thirty (30) calendar days in advance of the effective date of change.

### **Section 4**

Deductions for Union dues will be honored providing an authorization form for such deduction is properly executed and on file with the City.

**Section 5**

Dues shall be deducted on the first and second pays of each month and remitted monthly by the City to the Secretary-Treasurer of the Union, together with a list of names of those employees for whom the deductions were made. The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the City on account of payroll deduction or Union dues.

**Section 6**

For the purpose of putting this Article into effect, the Union will furnish forms of uniform size for each individual authorization.

**Section 7**

A computer print-out of all bargaining unit members shall be provided at no cost, monthly, to the Union President if so requested.

**ARTICLE 6 - NON-DISCRIMINATION**

**Section 1**

Employees in the bargaining unit shall have the right to join, and participate in, or to refrain from joining, forming or participating in the Union. Neither the City nor the Union will discriminate against any employee in regard thereto.

**Section 2**

The employment of relatives will be governed by the Florida State Statute, F.S. 116.11 on Nepotism.

**ARTICLE 7 - PROHIBITION AGAINST STRIKES**

**Section 1**

A strike shall be defined as: Concerted action and failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation for the rights, privileges or obligations of employment.

**Section 2**

The Union agrees that during the life of this Agreement it will not cause, encourage, participate in, or support any strike, slowdown, picketing or other interruption of or interference with the normal functions of the City.

**Section 3**

Any employee who engages in a violation of this Article shall have his employment terminated by the City effective the date the violation first occurs. An employee who is absent from any portion of his work assignment without permission or who abstains wholly or in part from the full performance of his duties without permission from his supervisor on the date or dates the strike occurs is conclusively presumed to have engaged in a strike on such date or dates.

#### **Section 4**

No employee shall be entitled to any daily pay, wages or other benefits including but not limited to sick leave, holiday leave and annual leave for the days which he engaged in a strike. Any employee discharged in accordance with this Article or applicable provisions of the State of Florida Public Employees Labor Relations Act shall, if employed or reemployed by the City, serve a six (6) month probationary period following the reemployment, and the compensation may not be increased for one (1) year.

#### **Section 5**

In the event of a strike, the local President of the Union, upon having knowledge of such strike, shall notify the membership that strike action is not legal and shall request the employees to return to work. The local Union President, or his designee, shall notify the Labor Relations Officer within twenty-four (24) hours after the commencement of such work interruption as to the measures taken to comply with provisions of this Article.

#### **Section 6**

The Union shall be liable for any damages which might be suffered by the City as a result of a strike as determined by Public Employee Relations Commission or the courts.

#### **Section 7**

Unfair Labor Practice. The authority (City of Largo) or its representatives recognize the provisions of Chapter 447 of the Florida Statutes which defines unfair labor practices as stipulated in Section 447.016 of the Statutes.

### **ARTICLE 8 - BULLETIN BOARDS**

#### **Section 1**

The Union shall be entitled to reasonable use of assigned bulletin boards at all offices in work locations where they are established, or the Union may furnish a bulletin board for its use of a type and in an area approved by the City Labor Relations Officer.

#### **Section 2**

These bulletin boards shall be used for posting Union notices but restricted to:

- a. Notices of Union recreational or social affairs
- b. Notices of Union elections and results of such elections
- c. Notices of Union appointments and other official Union business
- d. Notices of Union meetings
- e. Pool Time Donation Forms
- f. Monthly Union Newsletter (with approval of Labor Relations Officer)

Any other information, including any notices containing any information other than purpose, date, time and place, may be posted on such designated areas only upon approval of the City Manager or Labor Relations Officer.

#### **Section 3**

All such notices shall be signed by a duly recognized officer of the Union.



#### **Section 4**

Supervision may not remove Union material without first informing an officer of the Union.

#### **Section 5**

All costs incidental to preparing and posting of Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on designated bulletin boards and for maintaining such bulletin boards in an orderly condition.

#### **Section 6**

The Union is permitted to use the City computer system to e-mail notices to employees in the Bargaining Unit for the following:

- a. Notices of Union recreational or social affairs.
- b. Notices of Union elections and results of such elections.
- c. Notice of Union appointments and other official Union business.
- d. Notices of Union meetings.
- e. Pool Time Donation Forms
- f. Monthly Union Newsletter (with approval of Labor Relations Officer)

### **ARTICLE 9 - HOURS OF WORK AND OVERTIME PAYMENTS**

#### **Section 1**

The provisions of this Article are intended to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at the overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week or as limiting the right of the City to fix the number of hours of work (including overtime) either per day or week for such employee. Departmental management will establish the basic work week and hours of work best suited to meet the needs of the department and to provide superior service to the community.

#### **Section 2**

The work week shall consist of a period of seven (7) consecutive days. The payroll periods will be established by the City. Prior to any change in the payroll period, the City and Union will confer on the change. The normal work week shall consist of forty (40) hours per week. Whenever practical, the City will schedule two consecutive days off for the employee each week. The normal day shall consist of eight (8) or ten (10) hours of work, exclusive of the meal period, in a twenty-four (24) hour period, unless otherwise specified herein. The City and the Union recognize that certain types of activities operating on a continuous basis (seven (7) days a week) require different treatment as to hours worked, and agree that in those instances, an eight (8), ten (10) or twelve (12) hour shift, excluding the meal period, may be allowed.

#### **Section 3**

All employees shall be allowed thirty (30) or sixty (60) minutes time off each work day for a meal period at the discretion of management, scheduled generally in the middle of the work shift. All employees shall be granted a fifteen (15) minute rest period during the first portion of the shift and a fifteen (15) minute rest period during the second portion of the shift. Rest periods will be taken at the employee's work site at the time the rest period is scheduled, unless otherwise permitted by management. Employees will not be permitted to use City or personal vehicles to acquire refreshments for breaks, unless otherwise permitted by management.

#### **Section 4**

All authorized and approved work performed by an employee in a classification eligible for overtime, in excess of forty (40) hours in any one work week, shall be paid at the overtime rate of one-and-one-half (1-1/2) times the employee's straight time hourly rate of pay.

### **Section 5**

For the purpose of overtime computation, paid vacation and sick leave shall count as time worked. Observed holidays shall count as time worked only when they occur on a regularly scheduled work day and the employee has the day off for its observance.

### **Section 6**

Whenever possible, overtime will be assigned in advance on a voluntary basis to qualified employees; if no employee volunteers or conditions do not permit, overtime will be assigned by supervision. No work will be performed by supervisors in order to preclude overtime in the various job classifications. Every reasonable attempt will be made by supervisors not to perform work normally performed by members of the bargaining unit except when:

1. No qualified bargaining unit member is available
2. Emergency situations
3. Training

However, a situation may arise that requires management to assign supervisors to employees' work where it is impossible for the employees to carry out the assignment. Overtime assignments will be distributed among employees in a fair and equitable manner.

### **Section 7**

There shall be no duplication or pyramiding in the computation of overtime or other premium wages and nothing in this Agreement shall be construed to require the payment of overtime or other premium pay more than once for the same hours worked.

### **Section 8**

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 his off-duty time, which may include nights, weekends or holidays. Employees shall not be assigned to standby duty if excused in advance by management, and in all cases, the department will seek volunteers prior to assigning standby duty. If sufficient number of volunteers is available, then standby shall be assigned equally based on job classification, knowledge, skills, and abilities.

b. Employees assigned to standby duty by their supervisor are guaranteed standby pay of two (2) hours pay at their regular straight time rate for each twenty-four (24) hour increment or less of standby time assigned and scheduled on weekdays. Effective October 1, 2014, standby duty assigned on weekends and holidays, shall be compensated at three (3) hours pay at their regular straight time rate for each twenty-four (24) hour increment or less. Standby pay shall not count as hours worked for the purpose of computing overtime pay.

- c. Employees while on standby duty who are called and report to work will, in addition to the standby pay, be paid for the actual time worked at their regular straight time rate. Time actually worked on a standby shift shall count toward the weekly computation of overtime.
- d. Employees assigned to standby duty who are required to perform job duties by telephone, computer or other electronic device, rather than reporting to the job site, for a total of one hour or less during the standby shift shall not receive compensation beyond the standby pay.
- e. Each department director shall establish written rules regarding employee response time when an employee on standby is called back to work. Inability to comply with such rule shall result in the employee being removed from consideration for standby status.
- f. The Local President or designee and the Department Director will meet in an attempt to resolve any disputes concerning the department's established response time rules.

## **Section 9**

### **Call Back:**

- a. Any employee who is off duty, not on standby, and required to return to work on an unscheduled basis shall be eligible for call back pay. Call back shall be assigned equally, with preference given to volunteers, based on job classification, knowledge, skills, and abilities. Supervision shall maintain a call back list, including documentation of when individuals are called, to ensure that employees are called back on a rotational basis.
- b. Any employee who is on duty and is instructed and assigned to return to work shall be ineligible for call back pay but eligible for compensation at the overtime rate of pay.
- c. Any employee required to continue working after completion of his regular scheduled shift shall be ineligible for call back pay but eligible for compensation at the overtime rate of pay.
- d. Any employee who is called back to work and his call in period extends into the start of his regular work period shall be ineligible for call back pay but eligible for compensation at the overtime rate of pay.
- e. An employee who is off duty, not on standby, and required to perform job duties by telephone, computer or other electronic device, rather than reporting to the job site, shall be ineligible for call back pay but eligible for pay for time actually worked, with a minimum of one hour paid.
- f. Any employee eligible for call back pay shall be paid for a minimum of two hours pay. Call back time shall be counted towards overtime computation.
- g. When the employee travels in a personal vehicle, the employee will earn call back pay for the time actually spent on the job. When the employee is assigned a city take home vehicle, the employee will earn call back pay for the time actually spent on the job plus travel time to and from the job site.
- h. An employee who takes one or more full weeks of vacation leave will be considered unavailable for call back during the weekends immediately before and after the vacation.

## **Section 10**

If there is any change in the work schedule of an employee, the employee will be reasonably notified in advance.

## **ARTICLE 10 - SENIORITY - LAYOFF - RECALL**

### **Section 1**

City seniority is understood to mean an employee's most recent date of employment or reemployment on a regular basis. Seniority will continue to accrue during all types of leaves of absence with pay. Seniority will not accrue during a leave of absence without pay for thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time. City seniority shall be used for purposes of computing vacations, service awards and other matters based on length of service. In departments where there are shift assignments, the department will develop a system for shift selection. Seniority of the employees within the affected groups will be one of the criteria considered in making shift assignments.

## **Section 2**

Classification seniority shall be understood to mean length of time in classification on a regular basis. After successful completion of the probationary period which is six (6) months, length of time in classification reverts to date of entry, transfer or promotion to present classification. The probationary period for Telecommunicators is nine (9) months. Seniority will continue to accrue during all types of leaves of absence with pay. Seniority will not accrue during a leave of absence without pay for thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time.

## **Section 3**

Employees shall lose their City and classification seniority only as a result of the following:

- a. Voluntary termination
- b. Retirement
- c. Termination for cause
- d. Layoff exceeding twenty four (24) months
- e. Absent without authorized leave for three (3) consecutive working days
- f. Failure to report to the Human Resources Department intention of returning to work within ten (10) calendar days of receipt of recall notice by return receipt verification of certified mail
- g. Failure to return from military leave within the time limits prescribed by law

## **Section 4**

The Union will be notified prior to any reduction in force action. Probationary and temporary employees will be laid off first and shall not have recall rights. Employees will be laid off by classification within their department. The order of such layoffs shall be based on seniority with the least senior employees in the classification being laid off first, provided that the following factors in the judgment of the City are substantially equal:

- a. Ability and qualifications to perform the work
- b. Performance evaluations

In the event of the substantial inequality of these factors as between employees in the same classification, the employee with the higher values of a and b in the aggregate, shall be retained.

## **Section 5**

Employees who have held more than one classification within a department will have the opportunity to transfer to the classification previously held within the department as opposed to being laid off, providing that the employee is still qualified to hold the position and providing the previously held classification still exists. If this movement requires a further reduction in force, the same shall be accomplished in accordance with Section 4 above.

## **Section 6**

Employees in layoff status will have recall rights for a period of twelve (12) months and have preference to positions in their layoff classification or other classifications in which they are able to perform, over new applicants for the position. Recall will be made by certified mail to the last address in the employee's record, and the person's response must be received within ten (10) working days of its delivery for the recall to be effective.

### **Section 7**

Recall will be in the reverse order of layoff provided that the employee remains qualified to hold the position.

### **Section 8**

For the purpose of layoff and recall, a list of classification seniority shall be available to the Union listing the name and classification seniority of the employee.

### **Section 9**

The City, at its sole discretion, may pay severance to an employee who is subject to involuntary layoff and will not preclude the employee from applying for reemployment.

### **Section 10**

Layoff is defined as separation from City employment at no fault of the employee due to their position no longer being funded.

## **ARTICLE 11 - JURY DUTY AND COURT ATTENDANCE**

### **Section 1**

Jury Duty: The City shall grant leave for jury duty and shall pay the employee's regular pay on the following conditions:

- a. The employee returns and signs over the check for jury service pay to the City; however, employee's regular paycheck shall not be withheld pending receipt of the jury duty payment.
- b. If an employee is excused or released by the court for the day or a portion of the day, he must promptly return to work or be subject to proper disciplinary action.
- c. He must bring written evidence of his jury duty service and the amount of pay received.
- d. As soon as he learns of jury duty, he must notify his supervisor so that arrangements may be made for his absence from work.
- e. In the event a holiday shall occur during the period of the employee's jury duty, he shall receive pay for such holiday.
- f. If, in the supervisor's opinion, an employee cannot be spared for jury duty, he will cooperate with the City in seeking to be reassigned to another date.

### **Section 2**

Court Attendance: The City shall grant leave for court attendance as it relates to City business according to the following terms and conditions:

- a. Employees subpoenaed to attend court for matters arising from or related to employment with the City shall be paid under this Article.
- b. Employees subpoenaed by the Florida State Attorney's office as witnesses for the State shall receive full pay equal to their normal work schedule.
- c. Employees subpoenaed to attend court for matters not arising from or related to employment with the City shall not be paid under this Article. In such instances, employees may utilize vacation or personal option leave.
- d. Under no circumstances will an employee who is a voluntary witness or litigant against the City or any of its officers or departments be compensated under this Article. In such instances, employees may utilize vacation or personal option leave.
- e. Any compensation received by the employee from the court, excluding any amount allotted for mileage, shall be turned over to the City.
- f. If an employee is excused or released by the court for the day, he must promptly return to work or be subject to proper disciplinary action.

## **ARTICLE 12 - MILITARY LEAVE**

### **Section 1**

Employees covered by this Agreement who are members of the Florida National Guard or other reserve components of the Armed Forces of the United States shall be entitled to leave from their respective duties without loss of pay for such time as they are in required training, for a total maximum of 240 hours in any one fiscal year. In absence of emergency recall, seven (7) days' notice prior to the commencement of the leave will be required.

### **Section 2**

An employee who is required to attend military duty training which falls or occurs during regular working hours and which exceeds the 240 hours provided in Section 1 will be granted time off without pay or may utilize accrued vacation leave or personal option days. When practicable as determined by the City, and upon the request of the employee, the City will adjust the employee's schedule in order to accommodate participation in military duty training so that such training occurs on the employee's days off.

### **Section 3**

Employees who are involuntarily called to active duty shall be compensated in accordance with City Personnel Rules and Regulations in effect at said time.

### **Section 4**

The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty. Such order or statement must accompany the formal request for military leave.

## **ARTICLE 13 - SICK LEAVE**

### **Section 1**

All full-time employees shall earn ninety-six hours sick leave a year accrued on a payroll period basis. Accrual will be based on active pay status hours excluding all overtime, standby and call back hours. Employees hired prior to October 1, 2013 may accumulate sick leave to a maximum of one thousand four

hundred forty (1440) hours. Employees hired on October 1, 2013 or later may accumulate sick leave to a maximum of 720 hours. No employees shall be eligible for sick leave until after one (1) month of service. Regular part-time employees who regularly work 20 or more hours per week shall earn sick leave proportionate to their work schedule.

## **Section 2**

An employee incapacitated and unable to work shall notify the employee's Department Director or designee within the time specified by the department or division. In most cases, this will be prior to the employee's scheduled reporting time. This procedure shall be followed for each day the employee is unable to work, except for those absences of specified duration, as substantiated by a physician's statement.

## **Section 3**

Proof of illness or disability may be required by the director when patterns of sick leave use become apparent or excessive amounts or lengthy periods of sick leave are utilized. Use of sick leave on false claims of illness, injury or contagious disease, or falsification of proof to justify such sick leave shall be cause for dismissal. Employees failing to notify and report to the Department Director or supervisor for three (3) consecutive days shall be considered as having resigned.

## **Section 4**

Employees who are unable to perform their duty because of illness or disability of a spouse, domestic partner or relative living in the employee's home may use sick leave from their accrued sick leave time when it is considered necessary to care for the individual.

## **Section 5**

Failure to comply with reporting requirements in Section 2 above or failure to produce requested proof of illness or disability may result in the denial of paid sick leave and may be cause for disciplinary action.

## **Section 6**

Absence for a fraction of a day that is chargeable to sick leave shall be on a half-hour basis. Employees shall not be entitled to sick leave in excess of the amount of such leave accumulated to their credit, nor shall employees be allowed to transfer or donate sick leave to another employee except as provided in the City's Personnel Rules and Regulations.

## **Section 7**

Employees with accrued sick leave in excess of 200 hours may elect to convert up to 160 hours to vacation leave. Part-Time Employees with accrued sick leave in excess of 100 hours may elect to convert up to 80 hours to vacation leave. Hours will be converted on a two-for-one basis. A minimum of forty (40) hours vacation for Full-Time and twenty (20) hours vacation for Part-Time must be expended in the year immediately preceding the anniversary date to qualify for sick leave conversion privileges. Conversion of hours may not reduce the sick leave balance below the threshold of 200 hours for Full-time and 100 hours for Part-Time. The request to convert hours must be sent to the Human Resources Department, in writing, no more than 30 days prior to or 30 days after the anniversary date.

## **Section 8**

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. Providing the physician states that light duty work is acceptable, the employee shall at management's option, report to his supervisor for temporary assignment within the City. No sick leave will be charged for those hours worked on a light duty assignment unless necessary to supplement hours worked to give the employee his full regular pay.

### **Section 9**

An employee may, with the approval of the Department Director or designee and the City Manager, use up to forty (40) hours sick leave when a catastrophic disaster occurs such as storm damage, fire, and flooding to the employee's primary residence. Each request will be evaluated for the severity of the disaster and necessity for the leave. An additional forty (40) hours of sick leave may be approved at the request of the Department Director and approval of the City Manager.

## **ARTICLE 14 - LEAVES OF ABSENCE WITHOUT PAY**

### **Section 1**

Full-time employees, upon approval of their Department Director and City Manager, may be allowed to take a leave of absence without pay for up to a maximum of twelve (12) months. No sick leave, vacation or holidays will be earned by an employee for the time that the employee is on leave without pay. The approval of leave of absence without pay is an accommodation to employees if granted.

### **Section 2**

This contract section and applicable City Personnel Rules and Regulations outline the manner in which the Family and Medical Leave Act of 1993 (FMLA), Public Law 103-3, shall be implemented.

1. The FMLA provides that employees with at least one year of service who have worked for at least 1250 hours during that year are entitled to a total of 12 work weeks of leave during a 52-week period for specified reasons and in accordance with certain restrictions, as defined in the Statute and Department of Labor Regulations. The 52-week period will commence with the first day an absence occurs for the identified FMLA purpose, and run for 52 weeks from that date.

2. Family leave may be authorized for childbirth, adoption or foster care placement, and qualified military reasons.

a. The employee parent(s) may use an aggregate maximum of 12 weeks.

b. For family leave involving childbirth, the employee/mother may use up to six weeks sick leave (or more if medical certification requires additional time). If the employee/mother does not have sufficient sick leave balance, then personal option leave and vacation leave down to 40 hours must be utilized prior to requesting leave without pay.

c. The employee/father may use sick leave only when medical certification requires his presence due to illness of the newborn or mother. Otherwise, vacation, personal option, or LWOP will be used.

d. Qualified military reasons include employees who are caregivers may take up to 26 weeks of leave to care for a recovering service member. In addition, employees may use the 12 weeks of FMLA leave for exigencies that arise due to a family member's call to active duty.

3. Employees using medical leave for a family member covered by FMLA or for personal illness/injury will not be granted Leave Without Pay (LWOP) until all accrued paid leave, including sick leave, personal option leave, and vacation leave in excess of 40 hours, is depleted. Once all sick leave and personal option leave is taken and the vacation leave balance has been reduced to 40 hours, the



employee may elect to either utilize the remaining 40 hours vacation leave prior to taking LWOP or may immediately request LWOP status.

4. For Family and Medical Leave, the employee must provide a health care provider's certificate, on a form provided by the City, explaining the seriousness of the condition and the anticipated duration with as much of a 30-day notice as practicable.

5. Employees using FMLA leave may request, in accordance with City Personnel Rules and Regulations, sick leave donations from other employees only after all accrued paid leave, including all vacation leave, is depleted.

### **Section 3**

In accordance with 741.313, Florida Statutes, employees with at least three months of employment will be granted three working days of leave within a one-year period when the leave is related to domestic violence as outlined in the City's Personnel Rules and Regulations.

### **Section 4**

Failure to return to work at the expiration of an approved leave shall be considered as absence without leave and grounds for dismissal; but upon the timely return from leave, the employee shall be granted and given the same position or substantially similar position without loss of salary or benefits.

### **Section 5**

Any leave without pay taken for sick leave not consecutive with other absences shall be considered as a separate occurrence for evaluation purposes, unless it is for the same illness.

## **ARTICLE 15 – HOLIDAYS**

### **Section 1**

a. The City observes the following paid holidays, but reserves the right to schedule work on these days:

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day After Thanksgiving
Presidents' Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	Each 5th Anniversary Date (5, 10, 15, 20, 25, etc.)
Labor Day	

b. Each full-time employee will be granted four personal option days to be accrued on a prorata payroll period basis in each fiscal year of this Agreement. This benefit will be granted to all employees who have achieved regular status in a regular position. These days are cumulative from year to year and may be taken in one hour, half or full day increments. These days may be taken with prior Department Director or equivalent approval. Said day shall not be used for the purpose of overtime or premium time. Therefore, the employees shall not be allowed to work on said day.

c. Employees who select a twelve hour shift as a personal option day must utilize eight hours of personal option leave, two hours of vacation or sick leave, and the remaining two hours paid as regular wages.

### **Section 2**

Whenever any of the above listed holidays fall on a Sunday, the following Monday shall be observed as the official holiday; whenever any of the above listed holidays occur on a Saturday, the preceding Friday shall be observed as the official holiday. In work units where operations are scheduled seven days per week throughout the year, including holidays, employees who are subject to such scheduling will observe City holidays on the actual day of occurrence. Anniversary dates taken as a holiday will be governed by rules applicable under City Personnel Rules and Regulations.

### **Section 3**

To be eligible for a paid holiday, an employee must be in pay status for a full day on his assigned work days immediately before or after the day on which the holiday is observed.

### **Section 4**

a. Full-time employees shall receive eight (8), ten (10) or twelve (12) hours off with pay for each holiday, as stipulated below. All holidays must be taken as time off or paid on the same day it is earned.

b. Full-time employees who work on an observed holiday shall receive regular shift pay at his straight time rate of pay for the holiday (8, 10 or 12 hours as applicable) plus one and one-half (1-1/2) times his straight time rate of pay for all hours worked.

c. If the holiday falls on a regular scheduled work day and the employee is off in observance of the holiday, the employee will receive holiday pay equal to the normal shift length (8, 10 or 12 hours as applicable). If the holiday falls on a scheduled day off, the employee will receive 8 hours of holiday pay, regardless of normal shift length. An employee may voluntarily take 8 hours off during the work week the holiday occurs in place of holiday pay, with Management approval.

d. Employees who work a twelve hour shift will receive twelve hours holiday pay at the straight time rate of pay plus one and one-half times the straight rate of pay for all hours worked.

If the holiday falls on a regularly scheduled twelve hour work day and the employee is off for the holiday, then the employee will receive twelve hours holiday pay.

If the holiday falls on a regularly scheduled day off, then the employee will receive eight hours holiday pay.

### **Section 5**

Part-time employees who regularly work 20 or more hours per week:

a. Part-time employees shall be eligible to receive holiday pay at an amount equal to 20% of their normal weekly schedule as determined by the department. Example: an employee normally works thirty (30) hours per week, therefore, becomes eligible to receive six (6) hours holiday pay. Holiday pay shall be rounded off to the nearest hour.

b. Part-time employees assigned and scheduled to work on a holiday and who, in fact, do work shall receive pay for the hours worked at the time and one-half (1-1/2) rate of pay, plus any holiday pay that they are eligible for under this section at the straight time rate of pay.

c. Part-time employees shall earn personal option days proportionate to their work schedule.

### **Section 6**

Failure to report for work on a holiday after having been required to work on such holiday shall be just cause for denial of holiday pay, unless employees are on previously authorized leave.

**Section 7**

Employees on vacation, annual military leave, jury duty, sick leave, and other absences from duty but on pay status on the day the holiday is observed must use the holiday on the same day that it is earned. When a holiday falls when a 4/10 employee is on paid leave status, he will receive ten (10) hours pay at straight time for the holiday.

**ARTICLE 16 – VACATION**

**Section 1**

Vacation time shall be calculated as 80 hours per year (base) accrued on a prorata payroll period basis.

**Section 2**

Employees shall be given longevity vacation credit or payout at their straight time rate during active pay status on the following basis:

<u>Continuous Service</u>	<u>Vacation</u>
After 5 years	Base & 16 hours
After 6 years	Base & 24 hours
After 7 years	Base & 32 hours
After 8, 9, 10 years	Base & 40 hours
After 11 years	Base & 48 hours
After 12 years	Base & 56 hours
After 13-16 years	Base & 64 hours
After 17-18 years	Base & 72 hours
After 19 years	Base & 80 hours
After 20-24 years	Base & 88 hours
After 25 years	Base & 96 hours

**Section 3**

An employee must have at least three (3) months service in order to be entitled to any paid vacation. Upon completion of three (3) months service, the employee shall be credited with vacation accrued to date. If the employee's service terminates before the completion of the probationary period, he will be entitled to no vacation pay. Upon separation, a non-probationary employee shall be entitled to all earned vacation pay. Regular part-time employees who regularly work 20 or more hours per week shall earn vacation proportionate to their work schedule.

**Section 4**

If service requirements permit, employees may, with reasonable notice and the approval of their respective Department, use their accrued vacation in increments of half of an hour; 48 hours shall be deemed reasonable notice. However, the respective Department Director or his/her designee shall have the sole discretion to approve such requests if practicable when provided with less than 48 hours notice. The application of this paragraph shall not be subject to the grievance procedure.

**Section 5**

Employees becoming sick while on vacation may use sick leave, if approved, for such period of illness, providing a doctor's certificate is presented to the employee's Department Director upon returning to work.

**Section 6**

Employees may accrue vacation leave balance to a maximum of six hundred and forty (640) hours if hired prior to October 1, 2007 and 400 hours if hired on or after October 1, 2007. Any vacation leave earned in excess of this cap will be forfeited.

Each Department Director should make every effort to ensure that earned leave is used on a current yearly basis. In order to provide employees with vacation and proper rest and relaxation, employees are required to take at least 40 hours of vacation per year. Employees with more than eight years service are required to take at least 80 hours of vacation per year.

## **ARTICLE 17 - BEREAVEMENT LEAVE**

### **Section 1**

In the event of death in an employee's family, the employee shall be granted leave with pay by the Department Director or his designee for attendance at the funeral for up to three working days. In extenuating circumstances such as travel time and personal responsibility for affairs of the deceased, up to 40 additional leave hours may be granted and charged to the employee's accrued sick leave.

### **Section 2**

The employee's family shall be defined as:

- Spouse/Domestic partner
- Parents
- Mother/Father-in-law
- Step-Parents
- Grandparents
- Spouse's grandparents
- Sister/Brother
- Sister/Brother-in-law
- Children
- Step-children
- Grandchildren
- Spouse's grandchildren
- Daughter/Son-in-law
- Same relatives of domestic partner as spouse

### **Section 3**

Proof of attendance at the funeral may be required in order to receive this benefit. If required, the supervisor must inform the employee prior to taking funeral leave.

## **ARTICLE 18 – WAGES**

### **Section 1**

a. The Wage Agreement consists of pay ranges as reflected in Exhibit 1. Effective the first full pay period in October, 2016, 2017 and October, 2018, employees will receive a 3.0% wage increase.

b. Employees in classifications moved to a higher range in the pay plan will receive a one time 2% wage increase for each range level adjustment and then, if necessary, be increased to the minimum of the new range prior to and in addition to their annual increase. This increase shall apply to all classification range adjustments implemented during the term of this contract.

c. Salary Compression Adjustments are a one-time wage increase to resolve inequities in the pay plan. These adjustments are only for the identified year; they will not continue beyond the expiration of this labor agreement.

FY 2017- Compression adjustments made to employees at living wage to allow for tenured employees in these job titles to be appropriately compensated so they are not at entry level pay with new employees.

FY 2018/FY 2019- Compression adjustments to employees with six years of service within their position to ensure these employees are 30% progressed within their pay range.

## **Section 2**

The City shall evaluate employees annually on or before the employee's merit eligibility date (in classification) and give the employee a copy of the annual evaluation. During the year, a six-month review session will be held between the employee and the supervisor. The evaluation will be done utilizing an evaluation form developed by the Union and the City under the final authority of the Labor Relations Officer.

## **Section 3**

An employee who has received a less than satisfactory evaluation may grieve the evaluation through arbitration. All other disputes arising from the interpretation or application of Section 2 will only be grievable through Step 3 (Labor Relations Officer) of the grievance process and not grievable through the Personnel Advisory Board. An employee who has received a less than satisfactory evaluation shall be re-evaluated every thirty (30) days thereafter, to a maximum of three (3) months, until a satisfactory rating is achieved. A satisfactory rating must be received within three (3) months or management will take action to terminate or demote the employee.

## **Section 4**

The merit eligibility date shall be the date an employee entered, transferred, promoted, or was demoted to the current position classification. During the fiscal year that an employee reaches the maximum of their classification pay range, their merit date will be moved to October 1 and their performance evaluation will be performed on or before that date. The employee's evaluation will be based on this date.

## **Section 5**

When an employee is promoted, the salary shall be advanced to the minimum pay for that grade or higher whichever would provide at least a five percent (5%) increase pursuant to City Personnel Rules and Regulations. The merit date of an employee who is promoted shall not change; however, the employee's merit eligibility date will be adjusted in accordance with Section 4 of this Article.

## **Section 6**

All salary increases will be rounded to the nearest penny of the hourly rate most closely reflecting the percentage increase received. An employee's base pay cannot exceed the maximum listed pay rate for the employee's classification. If the pay ranges are not adjusted, and, if an employee's annual increase would place the individual's new salary beyond the maximum of the salary range, the individual will receive the amount of increase which places the salary level at the maximum of the salary range, plus a one time payment which is equal to the unpaid portion of the salary increase. During FY 2018 due to the minimums/maximums increasing, if an employee's annual increase would place the individual's new salary beyond the maximum of the salary range, the individual's salary will be limited to the maximum of the pay range.

## **Section 7**

The City and Union endorse the concept of pay range audits provided periodically by the City. Upon prior notification to the Union, the City may place new positions in the Union classification pay scale or existing positions in a higher classification pay grade. The Union may request, with the approval of the Labor Relations Officer, classification audits to be completed by the Human Resources Department.

### **Section 8**

a. City Management, with Union agreement, may establish salary incentive programs to reward job related certifications, educational and training attainments, and advanced skills which are utilized as part of the employee's job duties and training assignments. Incentive programs in effect for the three year period of this contract are included in Exhibit 2.

b. Employees receiving incentive pay upon the effective date of this agreement for incentives no longer included in this agreement shall have the incentive pay added to their base pay rate prior to any annual increase provided for in Section 1.

### **Section 9**

Full-time employees who are regularly scheduled to work at least 25 hours per week between 2:00 p.m. and 6:00 a.m. will receive a shift differential incentive of \$30.00 per week in FY 17, \$35.00 per week in FY 18 and \$40.00 per week in FY 19. The employee's overtime rate of pay includes shift differential for overtime hours worked.

### **Section 10**

Police Telecommunicators who are actively performing Communications Training Officer (CTO) duties as assigned by the Communications Center Supervisor shall receive a \$2.00 per hour stipend in recognition of increased duties.

### **Section 11**

Police Telecommunicators acting as shift supervisor for half or more of a shift shall receive acting supervisor pay in the amount of \$20.00 in FY 17 and FY 18 and \$25.00 in FY 19 per shift.

### **Section 12**

"Team Leader" is a designation for an employee who is responsible for directing the work of others of the same or lesser position classification. Duties may include, but are not limited to, coordinating and monitoring employee work activities, assigning break times, assigning and directing specific work tasks, training, and coordinating leave time requests. A Team Leader is not a supervisor; they do not have the authority to hire or discipline and do not complete performance evaluations. Team Leader duties are performed in addition to their normal responsibilities as outlined in their job description. An employee can be designated a Team Leader for a project of specific duration, on an ongoing basis for an established work team, or in the absence of a supervisor for a period not to exceed three weeks. An employee may be designated as a Team Leader only with their consent. While serving in the capacity of a Team Leader, the employee's status as a bargaining unit member is not altered. The minimum time period for which Team Leader duties may be assigned is one work week. While performing Team Leader duties as designated by their supervisor, an employee will be compensated in the additional amount of \$1.00 per hour. An employee may not receive Team Leader incentive pay when their job description includes responsibility for performing such duties.

### **Section 13**

Employees shall be reimbursed the actual cost of licenses or certifications required in their job description, other than a regular Florida Driver's License.

PAY RANGES						
CWA Labor Agreement						
FY 2017				2018 & 2019		
	Range	Min	Max		Min	Max
	11	12.00	17.54		12.24	17.89
	12	12.64	18.40		12.89	18.77
	13	13.27	19.32		13.54	19.71
	14	13.93	20.30		14.21	20.71
	15	14.63	21.32		14.92	21.75
	16	15.36	22.39		15.67	22.84
	17	16.13	23.49		16.45	23.96
	18	16.95	24.66		17.29	25.15
	19	17.79	25.90		18.15	26.42
	20	18.68	27.19		19.05	27.73
	21	19.60	28.55		19.99	29.12
	22	20.58	29.99		20.99	30.59
	23	21.61	31.49		22.04	32.12

\*FY 18 Movement Min & Max – 2%



CLASS TITLES BY PAY RANGE	
Communications Workers of America	
RANGE	TITLE
11	Courier Custodian Event Assistant Grounds Maintenance Worker Library Security Guard Lifeguard Office Assistant Pro Shop Clerk Recreation Leader I Service Worker Solid Waste Worker
12	Library Assistant Office Specialist Solid Waste Service Specialist
13	Accounting Clerk Box Office Coordinator Bus Driver Recreation Office Coordinator Reclaimed Distribution Tech Trainee Streets & Stormwater Technician Trainee Technical Equipment Operator Trainee Wastewater Collection Technician Trainee
14	Production Assistant Recreation Leader II Technical Assistant
15	Arborist I Business Tax Technician Fleet Inventory Specialist Irrigation Technician Permit Technician Property and Evidence Specialist Reclaimed Distribution Tech I Streets & Stormwater Technician I Technical Equipment Operator I Tradesworker I Treatment Plant Operator Trainee Wastewater Collection Technician I
16	Arborist II Athletics Program Specialist Horticulture Technician Nature Program Specialist Recreation System Specialist Seniors Program Specialist Solid Waster Driver I

CLASS TITLES BY PAY RANGE	
Communications Workers of America	
RANGE	TITLE
	Spray Technician
17	Board Support Specialist Graphics Assistant Reclaimed Distribution Tech II Solid Waste Driver II Streets & Stormwater Technician II Technical Equipment Operator II Wastewater Collection Technician II
18	Biosolids Operator Fleet Technician I Grounds Equipment Mechanic Inventory Control Coordinator Laboratory Technician Multimedia Technician Reclaimed Distribution Tech Senior Solid Waste Driver III Senior Streets and Stormwater Tech Senior Wastewater Collection Tech Technical Equipment Operator Senior Telecommunicator Tradesworker II Traffic Sign & Marking Technician Treatment Plant Operator C Utility Mechanic I
19	Code Enforcement Officer Engineering Technician I Environmental Compliance Officer Environmental Specialist I
20	Aquatics Facility Coordinator Code Compliance Officer Construction Inspector Construction Project Technician Engineering Technician II Facility Maintenance Coordinator Fleet Technician II Stormwater Maintenance Coordinator Treatment Plant Operator B Utility Mechanic II
21	Engineering Technician III Environmental Specialist II Treatment Plant Operator A Wastewater Instrumentation Technician Utility Mechanic III
22	Building Inspector

CLASS TITLES BY PAY RANGE	
Communications Workers of America	
RANGE	TITLE
23	Environmental Specialist Senior

**SALARY INCENTIVE PROGRAM**  
**Communications Workers of America**

CERTIFICATION/LICENSE	INCENTIVE
ACI Concrete Field Testing Technician – Grade 1	3%
Building Trade Licenses/Journeyman Designation	5%
Certified Code Enforcement Officer	
-Level 2	3%
-Level 3	2%
Certified Pool Operator (Health Department) or Aquatic Facility Operator (NRPA)	3%
Code Compliance Officer State License and SBCCI Certification	
-2 <sup>nd</sup> License and Certification	5%
-3 <sup>rd</sup> License and Certification	5%
-4 <sup>th</sup> License and Certification	5%
Director's Credential for childcare	5%
FWPCOA Industrial Pretreatment Certification (B & A each)	4%
FWPCOA Inspection and Field Operations Certification	2%
FWPCOA Operation and Maintenance of Wastewater Collection Systems Certification (B & A each)	3%
FWPCOA Reclaimed Water Distribution Certification (B & A each)	2%
FWPCOA Stormwater Technician (B & A each)	3%
Florida CDL (not required in job description)	2%
Florida CDL Third-Party Examiner	3%
Florida Certified Horticulture Professional	3%
Florida Stormwater Association Level I	3%
Florida Stormwater, Erosion and Sedimentation Control Inspector Certification	2%
Florida Wastewater Treatment Plant Operator License (C, B & A each) In order to qualify for an incentive for Florida Wastewater Treatment Plant Operator License (C, B or A each) and then maintain this incentive, employee must be employed in the Environmental Services Dept. and perform the duties of a Treatment Plant Operator for a minimum of 80 hours annually, as assigned by the Environmental Services Director.	5%
IMSA Signs and Markings Level III	3%
ISA Certified Arborist	4%
Largo Central Park Maintenance Crew (Parks Div. personnel assigned to cost center for Largo Central Park ONLY)	5%

Lifeguard Instructor	3%
Professional Locksmith	2%
Menzi Operator	5%
National Playground Safety Inspector (NPSI)	4%
Niagara -AX	5%
Property & Evidence Specialist Certification	2%
School Age Credential/SMIC (Staff Member in Charge) certificate for child care	5%
ServSafe Food Manager	3%
State Spray Technician License	3%
TREEO Backflow Prevention	
Assembly Tester	3%
Assembly Repair & Maintenance	2%
WSI Instructor	3%

\*Incentives are approved based on operational need by the Department and Labor Relations Officer.  
Note: There is no maximum to the number/percentage of incentives an employee may receive.

EXHIBIT 3

**FY 17**

<b>Qualifications</b>	<b>Minimum</b>	<b>Min + 15%</b>	<b>Min + 25%</b>	<b>Maximum</b>
Master ASE (T) & Master EVT (FA)			23.35	
Master ASE (T) & 2 EVT (at least 1 FA)		21.48		
Entry	18.68			27.19

<b>Qualifications</b>	<b>Minimum</b>	<b>Min + 15%</b>	<b>Min + 25%</b>	<b>Maximum</b>
Master ASE (T) & 1 EVT (LE)			21.20	
Master ASE (A)		19.49		
Entry	16.95			24.66

(A) = Auto  
 (T) = Truck  
 EVT (FA) = Fire Apparatus  
 EVT (LE) = Law Enforcement

**FY 18 & FY 19**

<b>Qualifications</b>	<b>Minimum</b>	<b>Min + 15%</b>	<b>Min + 25%</b>	<b>Maximum</b>
Master ASE (T) & Master EVT (FA)			23.81	
Master ASE (T) & 2 EVT (at least 1 FA)		21.91		
Entry	19.05			27.73

<b>Qualifications</b>	<b>Minimum</b>	<b>Min + 15%</b>	<b>Min + 25%</b>	<b>Maximum</b>
Master ASE (T) & 1 EVT (LE)			21.61	
Master ASE (A)		19.88		
Entry	17.29			25.15

(A) = Auto  
 (T) = Truck  
 EVT (FA) = Fire Apparatus  
 EVT (LE) = Law Enforcement

## ARTICLE 19 – SAFETY

### Section 1

The City will include Union membership on all City safety oriented committees. Attendance at committee meetings will be compensable for the actual time attended.

### Section 2

It is the policy of the City that its employees shall not use unlawful drugs or abuse alcohol or legal drugs. The Union supports and endorses the implementation of the Drug-Free Workplace Policy developed by the City in accordance with the Florida Drug-Free Workplace Act, Section 440.102, Florida Statutes, and associated implementing rules. The following additional provisions shall also be in effect.

1. All test results will be placed in the employee's medical file and not the personnel file.
2. All specimen collecting and testing will be conducted by authorized medical professionals who shall maintain sole custody of all specimens. City supervisory personnel involvement regarding collections and testing shall be restricted to transporting the employee to the contracted medical facility.
3. All bargaining unit employees shall be subject to reasonable suspicion testing for drugs and alcohol utilizing the testing procedures included in the Florida Drug-Free Workplace Act.
4. If test results establish with reasonable scientific certainty that an employee is present at work or operating a City vehicle off duty with the presence of alcohol or unlawful drugs in the employee's system, the employee will be disciplined, up to and including discharge, with regard to alcohol and will be terminated with regard to unlawful drugs.
5. Refusal by an employee to submit to reasonable suspicion alcohol or drug testing will result in termination of City employment.
6. All written information and instructional material regarding implementation of this policy shall be provided to the Union for review and comment prior to distribution to employees.

### Section 3

Personal protective equipment shall be worn as required by the job and as instructed by the supervisor. Failure to wear personal protective equipment may result in disciplinary action and possibly reduced Workers' Compensation benefits.

### Section 4

In accordance with procedures outlined in Personnel Rules and Regulations, the City will reimburse employees who are required to wear safety shoes up to \$200.00 for fiscal year 2017, \$250.00 for fiscal year 2018 and \$250.00 for fiscal year 2019 or direct purchase up to this amount, at the employee's option. A probationary employee who purchases safety shoes during their probationary period will be reimbursed for said purchase in accordance with the annual limit after successful completion of their probation. Shoes must be ANSI/OSHA approved and comply with all requirements as outlined in City policies. Additional requirements may be established by the City based on job assignments.

### Section 5

In accordance with procedures outlined in Personnel Rules and Regulations, the City will reimburse employees who have completed their probationary period and who are required to wear safety glasses up to \$125.00 FY 2017, \$150.00 FY 2018, and \$175.00 FY 2019 for safety frames and up to \$275.00 FY 2017, \$300 FY 2018 and \$300 FY 2019 for prescription safety lenses every two years. The frames and lenses must be ANSI approved. Additional requirements may be established by the City based on job assignments.

## **ARTICLE 20 - DISCIPLINARY ACTION**

### **Section 1**

No disciplinary action shall be taken against an employee except for just cause. The City will discipline in a timely fashion from the date of occurrence or from when the City obtained knowledge of the occurrence. The City and Union recognize that evaluation, investigation or legal action may impact the ability to impose discipline. Generally, a timely fashion shall be forty five (45) days except in extenuating circumstances.

### **Section 2**

The employee shall date and sign a written disciplinary action and shall receive a copy of said disciplinary action containing his signature. The disciplinary action shall contain date of occurrence, reason for discipline, and suggested remedy. The employee's signature does not imply agreement.

### **Section 3**

Probationary employees may be disciplined, suspended, demoted, or discharged by the City with or without cause, and such discipline, suspension, demotion, or discharge shall not be subject to the grievance and arbitration procedure set forth in Article 21 of this Agreement. A probationary employee has the right to appeal to the Labor Relations Officer the appropriateness of such disciplinary action, with or without the presence of a Union representative.

### **Section 4**

When administering disciplinary action, previous disciplinary actions of two years or more shall not be considered.

### **Section 5**

Employees have the right to Union representation, if requested by the employee, at any formal written disciplinary step or disciplinary investigation prior to and including suspension and/or termination.

### **Section 6**

A guidance and counseling session will include a written acknowledgment to be signed by the employee and placed in the supervisor's file. Guidance and counseling is not discipline, but serves as notice to the employee that continuation of certain conduct or performance could result in future discipline. Guidance and counseling is not grievable. The employee may have a Union representative present during a guidance and counseling session, at the employee's request.



## ARTICLE 21 - GRIEVANCE AND ARBITRATION PROCEDURE

### Section 1

A grievance is defined as a complaint by an employee or a group of employees based on alleged violation, misinterpretation or unequal application of the provisions of this agreement.

a. No employee or group of employees may refuse to follow direction pending the outcome of a grievance. Employees in the unit will follow all directives, even if such directives are allegedly in conflict with the provisions of this contract. Compliance with such directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

b. Nothing in this Article or elsewhere in this agreement shall be construed to permit the Union to process a grievance on behalf of any employee without his consent.

c. An employee covered by this Agreement shall have the right to be represented, or refrain from exercising the right to be represented in the determination of grievances arising under the terms and conditions of employment covered by this Agreement. If an employee desires Union representation in presenting a written grievance, he shall not be required to discuss the written grievance, if a Union representative is not present. Nothing in this section shall be construed to prevent any employee from presenting, at any time, his own grievances, and having such grievances adjusted without the intervention of the bargaining agent. The City will notify the Union of grievances that have been adjusted without Union representation and results thereof.

d. One steward or one Union officer shall be allowed reasonable time off without loss of pay during his regular shift hours for investigating, presenting, and appealing grievances up to and including Step 3 of this procedure. The performance of this function by the CWA representative shall in no way interrupt the normal functioning of the department. The Union agrees to guard against the use of excessive time for such activities which are authorized by this Agreement. The City and the Union agree that maintenance of superior service and adherence to schedules are compelling commitments which may at times create delays and necessitate postponements which will automatically extend the time limits for the duration of the postponement. The steward will provide advance notice to supervision to allow planning arrangements to enable the representative time for investigative activity. When a steward desires to contact an employee who has a complaint, he shall first obtain oral permission from his supervisor and the aggrieved employee's supervisor. If permission must be denied at that particular time, the steward will be informed of the reason for the denial and when he can reasonably expect to contact the employee concerned. The steward will notify his supervisor upon his return to work.

e. It is the intent of this Article to provide a means for the reasonable settlement of disputes that arise under this Agreement between an employee and the City. All employees and supervisory personnel should, however, make every possible effort to settle differences at the lowest possible step outlined in this article.

f. All employees covered by this Agreement shall have the right to a fair and equitable grievance procedure. An employee cannot use both the grievance procedure outlined in the City Personnel Rules and Regulations (Personnel Advisory Board) and the grievance procedure in this Agreement. A separate and distinct grievance form shall be provided for each procedure.

g. A grievance may be submitted under this procedure as a general or class grievance when the grievance is general in nature in that it applies to a number of employees who have the same issue to be decided. A Union class grievance shall be presented directly to Step 2 to the Department Director within the time limits provided for the submission of a Step 1 grievance. A decision on such grievances applies to all employees in the group, and no individual employee may then initiate the same grievance.

h. Any employer grievance will be filed with the local Union President at Step 3. If the disposition of the grievance is not satisfactory to the City, the City may at its option bring the matter to arbitration.

i. Grievances arising at a level other than the employee's immediate supervisor shall be filed at the lowest appropriate step of the grievance procedure and shall be processed as provided for in this Article. An employee grieving a disciplinary action that has been reviewed by the department director in a predisciplinary hearing, as provided in the Personnel Rules and Regulations, may file a grievance directly at Step 3.

j. A grievance not submitted within the time limits as prescribed for every step shall be considered untimely and deemed null and void. A grievance not answered within the time limits prescribed for the appropriate management representative at each step shall entitle the employee or the Union to advance the grievance to the next step. Time limits at any steps of the procedure may be extended by written mutual consent of the parties.

k. The parties will cooperate in the investigation of any grievance, providing all pertinent information necessary for the processing of a grievance.

## **Section 2**

Any employee selecting the grievance procedure as outlined in this Article shall discuss the grievance with his Union representatives to determine the proper procedures, completing the necessary forms and determining the merits of the grievance.

Forms and other necessary documents for filing and processing grievances shall be developed and paid for by the City and shall be available to employees in each department.

The written grievance at this step, and at all steps thereafter, shall contain the following information:

1. A statement of the grievance including date of occurrence, and details and facts upon which the grievance is based.
2. The Article and Section of the Labor Agreement alleged to have been violated.
3. The action, remedy or solution requested by the employee.
4. Signature of aggrieved employee and Union representative, if applicable.
5. Date submitted.

Grievances submitted which do not contain the above information shall not be processed.

### **Step 1 - Immediate Supervisor and division head (where applicable)**

A grievance must be brought forward within seven (7) working days after the occurrence of the event giving rise to the grievance or within seven (7) working days after the employee, through the use of reasonable diligence, should have obtained knowledge of the occurrence of the event giving rise to the grievance. The Union or grievant will present the grievance in writing to the employee's immediate supervisor and/or division head (where applicable and determined by the department director) and a copy to the Labor Relations Officer. The supervisor will arrange for a meeting within five (5) working days after receipt of the grievance. The grievant may have a Union representative accompany him to the meeting with the supervisor and/or division head to whom the employee is responsible. The supervisor and/or division head will provide the grievant and the Union a written answer on the grievance within five (5) working days from the date of said meeting. If the grievance is not resolved at Step 1, the Union or employee, within five (5) working days, may appeal the grievance to Step 2.

## **Step 2 - Department Director**

If the grievance is appealed to the Department Director, the Department Director will arrange for a meeting within five (5) working days after receipt of the grievance. The grievant may have a Union representative accompany him to the meeting with the Department Director to whom the employee is responsible. The Director will provide the grievant and the Union written answer on the grievance within five (5) working days from the date of said meeting. If the grievance is not resolved at Step 2, the Union or the employee may within five (5) working days appeal the grievance to Step 3.

## **Step 3 - Labor Relations Officer**

If the grievance is appealed to the Labor Relations Officer, the Labor Relations Officer will arrange for a meeting with the grievant who may be accompanied by a representative from the Union, within ten (10) working days of receipt of the grievance. Both the City and the grievant shall have the right to include in its representation such individuals as they deem necessary to develop pertinent facts. Acting for the City, the Labor Relations Officer or his designee shall, within ten (10) working days, provide a written decision to the grievant and the Union after the hearings have been held. If the grievant is not satisfied with the disposition of the grievance at Step 3, the grievance may be submitted to arbitration. If an appeal for arbitration is not filed within fifteen (15) working days from the date of Step 3 answer, the grievance shall be considered settled on the basis of the Step 3 answer by the Labor Relations Officer. For Union initiated grievances involving suspension, demotion, or dismissal, the time limit for requesting arbitration shall be 90 calendar days from the date of the step 3 answer.

## **Section 3**

### **Mediation:**

Once a grievance has been appealed to arbitration, if the Union at the State level requests mediation and the City concurs, the grievance will be presented at a mediation hearing. Within 45 days of the Union's request for arbitration, the parties will schedule and hold a mediation hearing, with a certified mediator mutually agreed to by the City and Union.

- a. Should the availability of a mediator unnecessarily delay the processing of the grievance, either party may request that the mediation step be bypassed.
- b. Spokespersons for the mediation hearing will normally be the CWA Representative and the City Labor Relations Officer. An attorney will not be used by either party at the mediation hearing.
- c. The number of employees who will suffer no loss in pay for attending the mediation will be no more than two, the Local President/designee and the grievant.
- d. The mediation hearing will normally be attended by the grievant, the Local President/designee, the grievant's supervisor and the Department Director/designee.
- e. Proceedings before the mediator will be informal in nature. The presentation of evidence is not limited to that which has been presented in the grievance proceedings; however, the issue mediated will be the same as the issue the parties have tried to resolve through the grievance process. The rules of evidence will not apply and no record of the mediation hearing will be made.
- f. All written material that is presented to the mediator will be returned to the party presenting the material at the termination of the mediation hearing. The mediator may, however, retain one copy of the written grievance to be used solely for purposes of statistical analysis.

- g. The mediator will have the authority to meet separately with any person or persons, but will not have authority to compel the resolution of a grievance.
- h. The City and Union spokespersons at the mediation hearing may accept the resolution proposed by the mediator and such settlement or any other settlement resulting from the conference will not be precedent setting, unless both parties agree. If no settlement is reached during the mediation hearing, the mediator will provide the parties with an immediate oral advisory opinion, including his grounds for his/her opinion, unless both parties agree that no opinion be provided. The grievance is then subject to being scheduled for arbitration.
- i. In the event that a grievance which has been mediated subsequently is arbitrated, no person serving as a mediator between these parties may serve as arbitrator. All communications during mediation are confidential; nothing said or done by either party at the mediation hearing will be referred to at the arbitration hearing or in any subsequent briefs filed with the arbitrator.
- j. The mediator's fee and expenses will be shared equally by the parties.

#### **Section 4**

##### **Arbitration Referral:**

After receipt of the appeal to arbitration, the parties shall meet to select an arbitrator. If no agreement can be reached, the parties shall jointly request the Federal Mediation and Conciliation Service to furnish a list of five (5) arbitrators. Each party shall have the right to unilaterally reject one list of arbitrators. Thereafter, a list may only be rejected by mutual consent of the parties. Both the City and the Union shall have the right to strike two (2) names from the panel. The parties shall meet and alternately cross out names on the list. Lot chance shall determine who shall cross out first. The remaining person shall be the arbitrator. The arbitrator shall be notified of his selection within five (5) working days by a joint letter from the City and the Union requesting that he set a time and place subject to the availability of the City and Union representatives.

- a. The hearing on the grievance shall be informal and the rules of evidence shall not apply.
- b. The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of a collective bargaining Agreement in arriving at a decision of the issue or issues presented, and shall confine his decision solely to the interpretation or application of the Agreement. The arbitrator shall not have authority to determine any other issues not submitted to him.
- c. The arbitrator shall be requested to render his decision as quickly as possible.
- d. The arbitrator's decision shall be binding for the life of the Agreement. Neither the City nor the Union will be permitted to introduce any grounds or evidence to the arbitrator which was not previously disclosed to the other party.
- e. Should either party request a transcript of the proceedings, that party shall bear the full cost of the transcripts. If the arbitrator requests a copy, the costs shall be shared equally.
- f. The arbitrator's fee and expenses shall be shared equally by the City and Union.
- g. Each party shall bear the full cost of its legal representation at all levels of the grievance procedure. The City shall not pay any off-duty City employee covered by this Agreement for time spent in attendance at the arbitration hearing on behalf of the Union or grievant.
- h. In case of a grievance involving any continuing or other money claim against the employer, no award shall allow any alleged accruals for more than one (1) pay period prior to the date when such grievance shall be submitted in writing.

- i. In settlement of any grievance resulting in retroactive adjustment of pay and/or benefits, such adjustment shall be limited to a nine month period beginning with the date of the issuance of the Step 3 grievance response or the date of a mediation hearing, if one is conducted. The nine month period will be extended by any postponement of the arbitration date by the City.
- j. In the event of the arbitration of a grievance arising out of the discharge of an employee, the arbitrator is empowered to either sustain the discharge or, if he does not, he is empowered to reinstate the employee with or without back pay in whole or in part as the circumstances warrant. Any award of back pay shall be limited to nine months and reduced by any unemployment compensation he may have received, and shall comply with paragraph i above.

## **ARTICLE 22 - LABOR-MANAGEMENT COMMUNICATIONS**

The City agrees that quarterly meetings, mutually agreed upon between a CWA representative and the Labor Relations Officer will be held to discuss problems and objectives of mutual concern involving the implementation and administration of this labor Agreement.

## **ARTICLE 23 – UNIFORMS**

### **Section 1**

Employees covered by this Agreement may be issued uniforms. The City, at its discretion, may either rent or purchase uniforms. The City, in consultation with the Union, will adopt a policy with regard to providing uniforms and shoes. Generally, it will be the policy to provide uniforms to all regular full-time and part-time employees, who regularly work a minimum of 20 hours per week, in a work unit where employees in the same job classification are provided uniforms.

### **Section 2**

If the City provides any employee a uniform, the employee shall be required to wear such uniforms while on duty. Employees will have up to six (6) pay periods to pay the tax due.

### **Section 3**

Uniforms shall be City property and upon termination the last issue of uniforms shall be returned to the City.

### **Section 4**

The employee shall be responsible for all laundering and normal repair, unless otherwise provided for rental uniforms. Replacement of worn out or damaged uniforms by the City shall be at the discretion of the supervisor.

### **Section 5**

Employees who are required to wear uniforms may wear such uniforms while traveling to and from work. Wearing uniforms during other times is strictly prohibited. Worn uniforms of past years issuance with City identification removed may be used for personal use.

### **Section 6**

Employees may be subject to disciplinary action for violation of the above sections.

## ARTICLE 24 - VACANCIES AND PROMOTIONS

### **Section 1**

The selection of employees for vacancies and promotions shall be made on the basis of qualifications for the position, disciplinary history, and current job performance. When all other factors are equal, City seniority will be the deciding factor.

### **Section 2**

Job vacancies shall be posted for a minimum of seven (7) calendar days before being filled. This provision shall not pertain to the City's continuous posting announcement. Job vacancies are those unfilled existing or new positions listed as vacancies. Job vacancy notices shall only include those requirements as set forth in job descriptions. Necessary requirements not set forth in job descriptions may be included but will not preclude any present employee from applying for the vacancy. Position reclassifications are not job vacancies and occur when there is a change in classification due to an increase or decrease in the assigned duties and responsibilities of the position, or to correct inequities created by the reclassification of other positions. Demotions as position reclassifications are not considered as job vacancies and can be made without adhering to the posting provision. The City agrees to give a minimum of 21 calendar days prior notification of position classification changes within the bargaining unit to the local Union President. Demotions may be implemented by management without advertising the vacant position to which the employee is demoted. The Union shall be notified prior to any demotion from a position outside the bargaining unit to a position within the bargaining unit.

### **Section 3**

Any City employee may make application for a vacancy.

### **Section 4**

City employees shall be given preference in filling vacancies when all other factors are considered substantially equal by the Department Director. All qualified internal applicants will be offered an interview.

### **Section 5**

When choosing among City employees for the filling of vacancies or for lateral transfers within the bargaining unit, City seniority shall prevail when all other factors including past duties are substantially equal as determined by the Department Director or his designee.

### **Section 6**

Where examinations are given for promotion, the employee shall be given his results, upon request.

### **Section 7**

Employees shall be released from duty without loss of pay while competing in City promotional examinations that are scheduled during duty hours.

### **Section 8**

Any City employee may file position interest cards on-line with the Human Resources Department. Each card will be kept on file for one year. When a vacancy occurs, the employee will be notified by Human Resources Department at least seven (7) days prior to the closing date that if they still have an interest in the position, they must make application prior to the closing date.

### **Section 9**

When an employee is promoted or transferred to another position, they serve a six month probationary period for that position; they retain their status as a regular City employee during such position probationary period. If an employee in such a probationary period has been found to be unable to satisfactorily perform the duties of the new position, the employee shall be returned to the position and status held immediately prior, if the prior position is vacant.

If the position held immediately prior to the promotion or transfer is not vacant in the original department, the employee may be transferred to a vacant position in another department. The transfer shall be subject to the approval of both Department Directors.

If no vacancy exists for the position held immediately prior to the promotion or transfer, and no other vacant position for which the employee is qualified is available, the employee may be dismissed. Employees dismissed under this article shall be considered for re-hire to any future vacancies for which the employee is qualified, prior to new hires, for a period of three years.

## **ARTICLE 25 - SUPPLEMENTARY COMPENSATION FOR ON-DUTY INJURIES**

The City hereby agrees to pay the following compensation to any employee who is injured or becomes ill from a contagious or infectious disease incurred while in the performance of his duties in accordance with the following definitions, terms and conditions:

### **Section 1**

Compensation for job related injury or illness shall be payable under this Section only with respect to disability as the result of injury or illness incurred in the line of duty for up to one (1) year from the date of injury or illness under the following schedule:

a. Continuous City Employment Less Than Five (5) Years

1. During the first three months of Workers' Compensation Leave, the employee shall continue to receive their base hourly wage plus salary incentives, in lieu of their workers' compensation wage loss coverage.

2. During the second three months of leave, the employee shall continue to receive compensation up to their base hourly wage plus salary incentives, with each hour of leave comprised of 40 minutes of regular wages supplemented with 20 minutes of sick leave from the employee's accrued sick leave account, in lieu of their workers' compensation wage loss coverage.

3. After the first six months of leave, the employee will be compensated in accordance with the Florida Workers' Compensation Law. The Department Director and City Manager may approve up to six (6) months of supplementary compensation chargeable to the employee's sick leave. The supplementary compensation shall be 20 minutes sick leave for each hour of Workers' Compensation leave. The decision of the Department Director and City Manager is not grievable.

b. Continuous City Employment Greater Than Five (5) Years

1. During the first six months of Workers' Compensation Leave, the employee shall continue to receive their base hourly wage plus salary incentives, in lieu of their workers' compensation wage loss coverage.

2. During the second six months of leave, the employee shall continue to receive compensation up to their base hourly wage plus salary incentives, with each hour of leave comprised of 40 minutes of regular wages supplemented with 20 minutes of sick leave from the employee's accrued sick leave account, in lieu of their workers' compensation wage loss coverage.

3. After the first twelve months of leave, the employee will be compensated in accordance with the Florida Workers' Compensation Law. The Department Director and City Manager may approve up to six (6) months of supplementary compensation chargeable to the employee's sick leave. The supplementary compensation shall be 20 minutes sick leave for each hour of Workers' Compensation leave. The decision of the Department Director and City Manager is not grievable.

## **Section 2**

An injury or illness shall be deemed to have been incurred in the line of duty if and only if such injury is compensable under the Florida Workers' Compensation Law.

## **Section 3**

It is the intent of this Section to provide supplemental compensation for job-related injury and illness only, and this Section shall not be construed to provide compensation in the event of injury or illness incurred in any manner other than the line of duty. In the event of any dispute or disagreement concerning the interpretation of the terms of supplementary payments, then the decisions concerning definition of those terms issued under the Florida Workers' Compensation Law shall control.

## **Section 4**

An employee claiming this benefit shall notify his immediate supervisor of the injury being claimed while on the same duty shift that the injury occurred. If there is no supervisor on duty, the form will be completed while on the same duty shift that the injury occurred and routed to the supervisor at that time.

## **Section 5**

An employee claiming this benefit shall accept assigned light duty, with any City department, if the injury permits, or forfeit the benefit. Further, the employer shall have the right to designate the initial physician and provide for expense necessary to make determinations of whether or not the employee can perform the light duties.

## **Section 6**

In order to receive benefits under this Article, the employee will be required to fill out the City of Largo Injury Form. The physician's statement must be filled out after each visit regarding injuries claimed under this Article. Failure to comply will result in forfeiture of supplementary compensation.

## **Section 7**

Supplementary wages may be forfeited if an employee refuses to adhere to a physician's prescribed treatment and/or follow-up care as instructed.

# **ARTICLE 26 – INSURANCE**

## **Section 1 - Health Insurance**



a. During the term of this agreement, the City shall make available to eligible employees, a single individual and dependent health insurance program selected by the City. The City reserves the right to change the plan benefits and carriers or enter a self-insurance program if and when it deems necessary. Before implementing any changes in the health insurance program, the City will consult with the Union, not to bargain the substance or impact, but to inform the Union of the proposed changes and to solicit input from the Union. Prior to the annual open enrollment period, a joint labor/management committee will be formed to make recommendations regarding the City's employee health insurance program, including carrier or third party administrator, coverage options, or other terms and conditions. Union representatives shall be appointed by the Union President. The findings of the committee shall be in the form of advisory recommendations to the City Manager and City Commission.

b. The City may, at its discretion, offer several options of health coverage. The City will pay 95% of the premium for employee, 75% of employee plus one, or 75% of family coverage for the City designated core option (non-HSA Health Savings Account/HDHP High Deductible Health Plan) for all regular employees who work a minimum of thirty (30) hours per week on a regular basis. Any additional premium for the coverage selected for more costly options will be paid for by the employee through payroll deduction.

c. Employees who decline health insurance coverage and prove coverage through another group plan will receive \$2,400 annually prorated over the fiscal year in their bi-weekly pay. Group plan is limited to a spouse's employer's group health insurance plan, a current or previous employer's group health insurance plan, Medicare, or military coverage.

## **Section 2**

In the event an active employee should die, any sick leave which he had accumulated as of the time of death will be paid on the basis of one (1) hour pay for each two (2) hours leave to the deceased employee's beneficiary.

## **Section 3**

The City shall participate in and provide employees with unemployment benefits and the workers' compensation insurance benefits.

## **Section 4**

The City shall provide all necessary employer contributions for social security insurance.

## **Section 5**

Employees will not be responsible for any part of the deductible insurance charges necessitated by damages to City property occasioned by accident.

## **Section 6**

The City will provide life insurance coverage for all bargaining unit employees who work a minimum of thirty (30) hours per week on a regular basis in the amount of thirty thousand dollars (\$30,000) or to the nearest \$500 of their annual base salary, whichever is greater.

## **ARTICLE 27 - SOLID WASTE OPERATIONS**

Solid Waste Division collection employees may be released by their supervisor prior to the end of the scheduled shift if they have completed their work assignments and there are no other work needs, as determined by supervision. Only actual hours worked will be counted toward the computation of overtime.

## ARTICLE 28 - MISCELLANEOUS GENERAL PROVISIONS

### **Section 1**

Any post-offer physical examination will be paid for by the City if such examination is required. If an employee terminates his employment before the probationary period is complete, the cost of the post-offer physical will be returned to the City by deducting said costs from the employee's last check.

### **Section 2**

The City agrees that it will undertake the indemnification and defense of an employee against any civil suit for damages where it is alleged that the damages resulted from an act or omission of action in the scope of the employee's employment or function, in accordance with applicable Florida Statutes and Section 2-10, Indemnification of City Employees, of the City Code of Ordinances, as it may be amended from time to time.

### **Section 3**

Employees who are specifically required by their department to attend training sessions will receive their regular salary for the time the employee is in attendance. Employees who attend, when approved, training sessions on a voluntary basis are not subject to any overtime pay.

### **Section 4**

On reasonable advance notice, employees shall be allowed to review their personnel files.

### **Section 5**

Employees will not be forced into submitting their resignation from employment.

### **Section 6**

Except where expressly modified by a provision of this Agreement, the provisions of the City of Largo Personnel Rules and Regulations, as amended, shall govern the relationship between the City, the Union, and the employees covered hereunder.

### **Section 7**

The City will notify the Union prior to any change in the Personnel Rules and Regulations, to provide the Union the opportunity to request and engage in impact bargaining regarding such changes.

### **Section 8**

The City is authorized to implement an employee awards program in the Environmental Services Department, Recreation, Parks & Arts Department, and Solid Waste Division of the Public Works Department in accordance with Exhibits 1, 2 and 3 to this Article.

DEPARTMENT OF ENVIRONMENTAL SERVICES  
EMPLOYEE AWARDS PROGRAM

<p><i>Purpose:</i></p>	<p><i>The Environmental Services Annual Awards Program was established to promote safe working conditions and acknowledge the extra effort of employees throughout the year. In order to qualify for eligibility, operational employees must 1) have completed their six month probationary period, 2) achieved a minimum of Exceeds Standards in three or more categories and a Meets Standards for any remaining categories, on their most recent performance evaluation, and 3) have had no disciplinary actions in the current nominating year.</i></p>
<p><b>Director's Award:</b></p> <p>\$300</p> <p>1 Award Given Annually</p>	<p>The Director will choose one employee from the nominations submitted by supervisors. This award is to recognize one employee who provides exceptional service of special merit or note. If any additional information is required, the Director will meet with the supervisor for clarification.</p>
<p><b>Occupational Award:</b></p> <p>Maximum of \$200 for each eligible employee</p>	<p>Awards will be given recognizing employees who: efficiently and effectively exceeds Environmental Services departmental daily responsibilities and long-term goals and has improved the overall operation of the department through their work; provides superior customer service to both internal and external customers; has demonstrated ongoing commitment to training and education in wastewater occupation.</p>
<p><b>Safe Vehicle Operation Award:</b></p> <p>\$35 Maximum</p>	<p>For this award, Vehicle includes City sedans, utility vehicles, dump trucks, vactors, CCTV trucks, backhoes, cranes, and towed trailers, pumps and generators.</p> <p>To qualify for the Safe Vehicle Operation Award, Environmental Services staff must have no fault accidents or lost time accidents during the evaluation year, in addition to the three requirements outlined under Purpose.</p>
<p><b>Safe Worker Award</b></p> <p>\$35 Maximum</p>	<p>While performing their job duties and responsibilities, Environmental Services employees are frequently working in hazardous conditions. Their work may also be in areas accessible to the public. Environmental Services workers must not only work safely themselves, but also protect the public health and well being. Vigilance to the surrounding conditions and anticipation of any potential problems reduces these risks and protects the City and its residents.</p> <p>To qualify for the Safe Worker Award, employees must have no fault accidents or incidents during the evaluation year, meet the three</p>

	<p>requirements outlined under Purpose and, in addition, meet three of the following four safety criteria: 1) Currently up to date on required certifications; 2) Adherence to all PPE requirements; 3) Participation on the departmental Safety Team as a member or an alternate member; or participation on one of the Team's sub-committees; or 4) Present a short Safety Tail Gate Meeting (5-10 minutes) or safety video (10-20 minutes) to staff on a topic approved by their immediate supervisor. For this criteria, Safety Tail Gate Meeting means the gathering of crew personnel at a central maintenance location, typically around a vehicle, to ensure all appropriate PPE, MOT, Confined Space Entry and other safety elements for the job at hand are met.</p>
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**DEPARTMENT OF PUBLIC WORKS  
EMPLOYEE RECOGNITION PROGRAM**

<p><i>Purpose:</i></p>	<p><i>The purpose of this program is to recognize employees of the Solid Waste Division who perform their jobs at a level above that expected of all City of Largo employees. This acknowledges exemplary performance, exceptional service or personal action of special merit. Special consideration is shown to those employees who provide selfless acts of service to those residents of and persons traveling through the City of Largo.</i></p>
<p><b>Safe Driver Award:</b> Solid Waste Division  \$100.00  Annual Award</p>	<p>While safe driving is expected of every driver operating a vehicle, the driving conditions experienced by drivers in the Solid Waste Division place them in congested areas with limited access, requiring a higher degree of driving expertise than the normal driver. This, combined with the high number of miles driven annually during collection operations, result in the odds of collision being higher than for the general operator. This situation has been recognized by private fleet operations for many years, and many similar programs exist which recognize safe driving habits.</p> <p>To qualify, drivers must have driven for the Solid Waste Division for one year, and have no at fault accidents or incidents during the evaluation year.</p> <p>Drivers having one incident defined as Minor (less than \$100 damage) in a given year will be eligible for awards of \$75.00 each.</p>
<p><b>Safe Worker Award:</b> Solid Waste Division  \$ 75.00  Annual Award</p>	<p>Safe working habits are expected of all employees working for the City. The conditions to which Solid Waste Workers and Helpers carry out their jobs places them in conditions hazardous to themselves and places in them the safety of the public who are around them as they carry out their assigned duties. Vigilance to surrounding conditions and anticipation of potential problems reduces these risks and protects the City and its residents.</p> <p>To qualify, workers must have worked for the Solid Waste Division for one year, and have had no at fault incidents or accidents on equipment they are assigned to during the evaluation year.</p>
<p><b>State Competition Participant:</b> Public Works  \$ as noted  At time of event</p>	<p>This award recognizes employee participation in state-wide competition where the employee receives a first, second or third place designation in the competition.</p> <p>Top Gun: \$150.00 1<sup>st</sup> Place: \$100.00 2<sup>nd</sup> Place: \$ 75.00</p>

	3 <sup>rd</sup> Place: \$ 50.00
<b>National Competition Participant:</b> Public Works  \$ as noted  At time of event	This award recognizes employee participation in National level competition where the employee receives a first, second or third place designation in the competition.  Top Gun: \$250.00 1 <sup>st</sup> Place: \$200.00 2 <sup>nd</sup> Place: \$150.00 3 <sup>rd</sup> Place: \$100.00
<b>Division Manager's Exceptional Service Award:</b> Solid Waste Division  \$150.00  Annual Award	To qualify for this award employees must provide exceptional service of special merit or note. There may be up to two awards per Solid Waste program. Supervisors shall nominate employees to the Division Manager, who will evaluate the application and supporting information to determine which applicant, if any provided service which notably exceeded that which is expected of employees on a daily basis. Supporting documentation may include letters, emails or other correspondence from customers, residents or other non-division persons making note of the applicant's exceptional service.
<b>Director's Service Award:</b> Solid Waste Division  \$250.00  As Warranted	Qualification for this award shall be based upon information provided by the Solid Waste Division Management team to the Director of Public Works. The applicant(s) may or may not be nominees for the Manager's Service Award. This award is to recognize employees of the Solid Waste Division who provide outstanding meritorious service, or perform an exemplary act which brings credit to the Department, Division and City as a whole.

**RECREATION, PARKS & ARTS  
Staff Recognition Program**

The purpose of this program is to reward exemplary service by Recreation, Parks and Arts employees. A program has been in place for over ten years. While the expectation is that all employees will provide superior service at all times to both the public and to internal customers, the program is designed to both encourage and reward performance that is truly outstanding. This positive reinforcement helps to galvanize the high standard to which all employees should strive by rewarding model behavior, performance and productivity. It is through the hard work and dedication of our employees whose passion, professionalism and pride is evident in all the department does, that the department has achieved remarkable results and earned the loyalty of the citizens of Largo.

The Recreation, Parks and Arts Department Staff Recognition Program consists of three levels of recognition.

**Instant Rewards – From October 1 through September 30 Each Year**

Each division manager will have the ability to distribute \$5 gift certificates for on the spot recognition based on the number of year round employees in the division. The purpose of this program is to give managers the ability to recognize outstanding work in a time sensitive manner.

<i>Number of Employees (including year round seasonals)</i>	<i>Maximum Number of gift certificates per year</i>	<i>Annual Cost</i>
1-6	15	\$75
7-13	25	\$125
14-20	40	\$200
21+	50	\$250

**Recognizing Performance Award (RPA)**

Each program will have a “Recognizing Performance Award” selected by the manager and/or supervisor from nominations received from their employees. The recipient will be announced accordingly: February (for October - January); June (for February - May); October (for June – September),

**Criteria for Selection**

- ◆ Demonstrates the City's and the Department's mission, vision and values.
- ◆ Provides excellent customer service as evidenced by observation and patron comment cards.
- ◆ Demonstrates dedication to the department's goals and objectives as evidenced by programs and processes created (creativity), participation in departmental and division committees (teamwork), annual evaluations (professionalism) and demonstrated enthusiasm, excitement and devotion to job (passion).
- ◆ Accomplishments must have occurred within the period covered by the recognition.
- ◆ A narrative will be prepared each period by the manager/supervisor outlining the reasons why the employee was selected for the award. These narratives, which should address the selection criteria, will form the basis for selection of the employee of the year. Only information included in the narrative will be considered for the employee of the year selection.
- ◆ All staff may submit nominations to the appropriate manager/supervisor for consideration.

**Eligibility**

All permanent full and part-time employees are eligible for the division employee of the quarter. Seasonal employees who work year round are also eligible. (Summer camp seasonal employees, summer seasonal lifeguards and any summer only seasonal grounds maintenance workers are not eligible).

Employees must have been employed for at least one year and not had any disciplinary action within the past year.

Recognition of the employee will include:

- ◆ Photo placed in a prominent place in the front office (or some other spot where employees and the public can see) and labeled as Recognizing Performance Award recipient. (Photo will be taken by the manager and will be changed each period to the current winner.) Photo will also be put on the division's website page.
- ◆ Each period the division manager will report the name of the chosen employee to Recreation Administration. The list of winners will be posted in the Monday Morning Briefing.
- ◆ Presentation of a certificate for display with a copy to the employee's file.
- ◆ A \$15 gift card from the recipient's location of choice.
- ◆ Programs:
  - Largo Cultural Center
  - Largo Golf Course
  - Largo Community Center
  - Southwest Recreation
  - Highland Recreation
  - Athletics
  - Aquatics
  - Largo Central Park
  - Athletics and Irrigation
  - Parks and Community Services
  - Parks Administration, Tech and Nature Parks
  - Recreation Administration and Special Events

### **Employees of the Year and Annual Luncheon**

In December of each year, the Department will hold its holiday luncheon and annual staff recognition event. The Employees of the Year will be selected from the pool of Recognizing Performance Award winners. The Division Managers will meet with the Department Director and Assistant Director to select the winners. The selection committee will make recommendations based on the quality and quantity of evidence submitted for each candidate based on the narratives related to the selection criteria outlined above.

There will be up to three employees selected: one from Parks; one from Highland, Southwest or the Community Center; and one from Arts, Aquatics, Athletics, Golf, Rec Admin, Special Events.

Each Employee of the Year will be awarded:

- ◆ \$125 and certificate
- ◆ One full day of paid leave to be used within 60 days
- ◆ Name and photo displayed at home facility as Employee of the Year
- ◆ Manager of the Year and Professional/Technical Employee of the Year

In addition to the above, a Manager of the Year will be chosen from the pool of Operational Managers and a Professional Technical Employee of the Year will be chosen from the pool of Professional Technical employees.

### **Eligibility**



The employee must have been employed for at least one year.

There must not have been any disciplinary action within the previous year.

Must provide evidence of accomplishment of stated goals and objectives.

Have volunteered to serve on a department-wide committee or task force.

Participated actively in departmental meetings, retreat and work groups.

Been actively engaged in professional development.

The Manager of the Year and the Professional Technical Employee of the Year will be awarded:

\$125 and certificate

8 hours of paid leave to be used within 60 days

Name and photo displayed at home facility.

Annual award winners will be recognized at the City Commission meeting in January of each year.

### **Other Department Awards**

#### **Touching a Life**

Awarded once a year if warranted. A special plaque and \$50 gift certificate is awarded. This award recognizes truly exceptional service that created a memorable, difference making experience for the participant.

#### **Special Director's Choice Awards**

At the discretion of the Department Director, special awards for specific actions may be recognized with a certificate and a \$15 gift card. Up to six awards may be given annually.

## **ARTICLE 29 - EDUCATIONAL REIMBURSEMENT**

### **Section 1 - Educational Incentive**

The City shall reimburse employees for approved training up to the amount of the tuition, not to exceed \$1,000 per fiscal year. The following guidelines will govern tuition reimbursement.

#### **a. Eligibility**

Open to all employees who have completed their probationary period and work 20 or more hours per week for classes begun after the employee's hire date and completed after the end of the probationary period.

#### **b. Approved Training**

Training approval will be made by the Department Director and Human Resources Director for approved technical or trade school courses which are directly related to the employee's present job or will prepare the employee for promotion within the City. Attendance at these courses must be during non-working hours.

#### **c. Recipients of Scholarships**

An employee receiving scholarship or grant for education is not eligible for reimbursement.

d. Cancellation of Approval

An employee who resigns or is dismissed from employment prior to the completion of an approved training course shall not be eligible for reimbursement. An employee who is laid off during the training shall be eligible for reimbursement upon successful completion of the training.

e. Grade Requirement

Successful completion of training must be accomplished through a grade of "C" or better before reimbursement can be made. In courses which are offered on a "pass" or "fail" basis, a pass grade must be accomplished.

f. Reimbursement

Upon the successful completion of training, a form will be secured from the employee's Department requesting reimbursement. This form and a copy of the employee's grade report along with a canceled check or receipt will be submitted as application for reimbursement.

## **Section 2 - College Tuition Reimbursement**

The City shall reimburse CWA bargaining unit members up to \$1,800 for eligible part-time employees and \$3,000 for eligible full-time employees per fiscal year including tuition and books, for approved college courses leading to any degree (Associates, Bachelors, Masters, Doctorate) in an approved course(s) of study in a community college, college or university accredited by an agency recognized by the Council for Higher Education Accreditation (CHEA). The following guidelines will govern tuition reimbursement.

a. Eligibility

Open to all employees who have completed their probationary period and work 20 or more hours per week for classes begun after the employee's hire date and completed after the end of the probationary period.

b. Approved Courses

Advanced requests must be submitted to the employee's Department Director for his approval at least ten (10) calendar days prior to the beginning date of the class.

c. The City shall not provide tuition reimbursement if full tuition is paid by another source such as G.I. Bill, scholarship, grant, prepaid tuition program, etc., that the employee does not have to pay back. If the tuition is only partially funded from such other source, then the City shall provide tuition reimbursement in accordance with this Article for the difference between tuition cost and that portion funded from such other source.

d. Cancellation of Approval

A bargaining unit member who resigns or is dismissed from employment prior to the completion of an approved course(s) shall not be eligible for reimbursement. A bargaining unit member who is laid off during the course(s) shall be eligible for reimbursement upon successful completion of the course(s).

e. Grade Requirement

A grade of "C" or better must be received before reimbursement will be made.

f. Reimbursement

Upon successful completion of the course(s), the bargaining unit member will submit a memo requesting reimbursement, along with proof of payment and grade report for the course(s) to the Department Director during the fiscal year in which the course(s) were completed.

## **ARTICLE 30 - DEFERRED COMPENSATION, PRE-TAX CAFETERIA, AND RETIREMENT PROGRAMS**

### **Section 1**

Bargaining unit members will be allowed to participate in the City offered 457(b) Deferred Compensation program pursuant to the City rules regarding bargaining unit member participation.

### **Section 2**

Bargaining unit members will be allowed to participate in a pre-tax payroll deduction program for benefits pursuant to the provisions of Section 125 of the Internal Revenue Code and City rules regarding such participation.

### **Section 3**

The City will maintain a 401(a) defined contribution retirement plan for bargaining unit members. Effective the first pay period of FY19, the City will contribute an additional 1% of pay for employees in the bargaining unit.

## **ARTICLE 31 - JURISDICTION OF LAW**

### **Section 1**

If any Article or Section of this Agreement should be found invalid, unlawful or not enforceable, by reason of any existing or subsequently-enacted legislation or by judicial authority, then all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

### **Section 2**

In the event of invalidation of any Article or Section of this Agreement, then the City and the Union agree to meet within thirty (30) days of such determination for replacement of such Article or Section.

## **ARTICLE 32 - ENTIRE AGREEMENT**

### **Section 1**

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. This Agreement contains the entire contract, understanding, undertaking, and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

### **Section 2**

Negotiations may be reopened during the life of the contract by written mutual agreement.

## ARTICLE 33 - DURATION, MODIFICATION AND TERMINATION

### Section 1

The terms and conditions of this Agreement shall be effective upon ratification by both parties and shall continue in full force and effect until September 30, 2019. If either party desires to negotiate a successor agreement, such party shall provide written notice to the other no later than May 1, 2019.

**COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 3179 AND CITY OF LARGO**

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives on the 4 day of October, 2016.

**CITY OF LARGO**

**COMMUNICATIONS WORKERS OF AMERICA  
LOCAL 3179**

By: \_\_\_\_\_  
Susan Sinz  
Human Resources Director  
Chief Negotiator

By: \_\_\_\_\_  
Ron Rice  
President

By: \_\_\_\_\_  
Dawn Smolowitz  
Vice President  
Chief Negotiator

Ratified by the membership of the Communications Workers of America, Local 3179, on the 29 day of September, 2016.

By: \_\_\_\_\_  
Ron Rice  
President

By: \_\_\_\_\_  
Dawn Smolowitz  
Vice President  
Chief Negotiator

Ratified by the City Commission, City of Largo, Florida, on the 4 day of October, 2016.

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Manager

ATTEST:

REVIEWED AND APPROVED:

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
City Attorney

ITEM

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