

# **COLLECTIVE BARGAINING AGREEMENT**

*between*

**THE CITY OF SUNRISE, FLORIDA**

*and*

**THE FLORIDA STATE LODGE,  
FRATERNAL ORDER OF POLICE**

*For General Employees*

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THE FLORIDA STATE LODGE  
FRATERNAL ORDER OF POLICE

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APPENDIX A PENSION BOARD AGREEMENT

## **PREAMBLE**

This *Agreement* is entered into by and between the City of Sunrise, Florida, a municipal corporation of the State of Florida hereinafter referred to as the “City” and the Florida State Lodge, Fraternal Order of Police, hereinafter referred to as the “Union” or “FOPA.” It is the purpose of this *Agreement* to promote harmonious relations between the City and its employees and to establish an orderly and peaceful procedure in the settlement of differences which might arise and to provide for joint collective bargaining in the determination of wages, hours and other conditions of employment of employees covered by this *Agreement*. It is recognized that it is the responsibility of the City government to provide services affecting the health and welfare of the citizens of the City of Sunrise and that this *Agreement* between the City and the Union will serve that end.

# **ARTICLE 1** **RECOGNITION**

**SECTION 1:** The City, in accordance with a certification of the Public Employees Relations Commission of the State of Florida, hereby recognizes the Florida State Lodge, Fraternal Order of Police, as sole and exclusive bargaining agent for the purpose of collective bargaining with respect to wages, hours, other terms and conditions of employment for those employees of the City working within the unit and defined as follows:

**INCLUDED:**

Account Clerk II  
Accounting Technician  
Accounts Payable Supervisor  
Air Condition Technician  
Backflow Prevention Specialist  
Billing Operations Specialist  
Bookkeeper I  
Bookkeeper II  
Building Custodian I  
Building Inspector  
Bus Driver I  
Bus Driver II  
Buyer  
CADD Operator  
Canal Maintenance Operator  
Cart/Maintenance Starter  
Chief Building Inspector  
Chief Electrical Inspector  
Chief Engineering Inspector  
Chief Mechanical Inspector  
Chief Operator  
Chief Plant Mechanic

Chief Plumbing Inspector  
Citizen Service Specialist  
Clerk I  
Clerk II  
Clerk Typist I  
Clerk Typist II  
Code Enforcement Officer (Landscape)  
Code Enforcement Officer (Solid Waste)  
Code Enforcement Coordinator  
Code Enforcement Field Supervisor  
Code Enforcement Officer  
Collection Representative  
Communications Supervisor  
Computer Operator  
Computer Support Technician  
Concession Attendant  
Dispatcher  
Driver/Messenger  
Electrical Inspector  
Electrical/Heavy Maintenance Section Chief  
Electrician I  
Employee Benefits Coordinator  
Engineering Aide  
Engineering Inspector  
Equipment Operator I  
Equipment Operator II  
Evidence Technician  
Facility Attendant  
Field Maintenance Worker  
Field Supervisor  
Gas Distribution Helper

Gas Equipment Operator  
Gas Serviceperson I  
Gas Serviceperson II  
Gas Serviceperson III  
Gas System Supervisor  
Golf Course Superintendent  
Greenskeeper  
I.D. Technician  
Inventory Clerk  
Irrigation Technician  
Jet Vactor Operator  
Lifeguard I  
Lifeguard II  
Lifeguard III  
Maintenance Mechanic  
Maintenance Specialist  
Maintenance Worker I  
Maintenance Worker II  
Mechanical Inspector  
Meter Reading Coordinator  
Micro Biologist Technician  
Occupational License Specialist  
Office Manager  
Operations Supervisor - Golf Course  
Park Ranger  
Payroll Specialist  
Payroll Supervisor  
Permit Specialist I  
Permit Specialist II  
Permit Supervisor  
Personnel Assistant

Plans Custodian  
Plans Examiner  
Plans Processing Technician  
Plumbing Inspector  
Police Records Specialist  
Pro-Shop Operator I  
Pro-Shop Operator II  
Propane Gas Attendant  
Public Service Aide  
Public Service Field Representative  
Public Service Representative  
Public Service Specialist  
Ranger-Golf Course  
Records Supervisor  
Recreation Leader  
Recreation Specialist  
Secretary I  
Secretary II  
Secretary III  
Senior Billing Specialist  
Senior Buyer  
Senior Collections Representative  
Senior Maintenance Mechanic  
Senior Payroll Specialist  
Senior Personnel Assistant  
Senior Public Service Specialist  
Senior Utility Billing Specialist  
Senior Utility Operator  
Senior Utility Specialty Operator  
Social Worker I  
Sprinkler Mechanic

Stormwater Pump Operator  
Technical Assistant  
Technical Director  
Technical Support Specialist  
Telespection Operator  
Theatre Manager  
Transportation Supervisor  
Treasury Specialist  
Tree Specialist I  
Utility Billing Specialist  
Utility Billing Supervisor  
Utility Dispatcher  
Utility Electrical Supervisor  
Utility Electrician I  
Utility Electrician II  
Utility Field Supervisor  
Utility Instrument Technician  
Utility Laboratory Analyst  
Utility Laboratory Technician  
Utility Lift Station Supervisor  
Utility Maintenance Worker I  
Utility Maintenance Worker II  
Utility Mechanic I  
Utility Mechanic II  
Utility Operator  
Utility Plant Maintenance Supervisor  
Utility Serviceperson  
Utility Specialty Operator  
Water Distribution Section Chief  
Work Control Clerk

**SECTION 2:** In the event of any additions, deletions and/or modifications of job titles/classifications, the parties agree to meet within thirty (30) days from said modifications, additions or deletions, in order to determine inclusion and/or exclusion in/from the bargaining unit.

**SECTION 3:** The City will provide the Union a list of bargaining unit employee names and job classifications on an annual basis. In addition, the City will provide to the Union a list, with quarterly updates, of employees who have maintained authorizations with the Payroll Department for union dues deductions.

## ARTICLE 2

### **REPRESENTATION OF THE EMPLOYEE ORGANIZATION**

**SECTION 1:** The membership of the Union shall be represented by the Union President and/or his or her designated representatives. It shall be the responsibility of the Union to notify the City Manager in writing of any change in the designation of its authorized representatives.

**SECTION 2:** The City agrees to recognize up to ten (10) On-Site Union Representatives. The names of the said On-Site Representatives shall be furnished to the City by the Union. Of the aforementioned On-Site Representatives, one (1) shall be designated by the Union as the Chief On-Site Representative. In the event of a change in the designated On-Site Representative, the City will be notified, in writing immediately.

**SECTION 3:** The On-Site Representative's Union activities shall fall within the scope of the following functions:

- (1) To consult with an employee regarding the presentation of a complaint or grievance which the employee desires the On-Site Representative to present.
- (2) To investigate a complaint or grievance of record before presentation to the appropriate supervisor.
- (3) To present a complaint or grievance to an employee's immediate supervisor in an attempt to settle the matter for the employee.
- (4) To meet with the appropriate department director or other designated representative of the City, when necessary to adjust grievances in accordance with the grievance procedure of this *Agreement*.
- (5) To attend predetermination hearings held by the City for bargaining unit employees.
- (6) The Chief On-Site Representative shall consult, investigate, present and meet as in items (1) thru (5) above, in the absence of the regular On-Site Representative.

The On-Site Representative will be allowed time off with pay in order to attend to the above-referenced Union activities, providing that the time spent on such activity must be reasonable under the circumstances. Further, it is clearly understood that the City will not pay employees for time spent in Union activity while off-duty, nor will the City be responsible for making any payment of overtime for time spent engaging in Union activity.

**SECTION 4:** It is agreed and understood that for the purpose of collective bargaining negotiations with the City, the Union may select up to seven (7) representatives of its negotiating committee who shall be afforded the appropriate time to attend such negotiations during City operating time.

**SECTION 5:** The Union agrees that activities of the On-Site Representatives and/or of the non-employee Union Business Representative shall be carried out in such a manner as not to disrupt normal departmental activities, work production, or services. It is further agreed that neither the On-Site Representative or the non-employee Union Business Representative will conduct Union business on City time and/or on City property without first informing the department director or his or her designee of the representatives presence. Distribution of Union literature shall not be done in work areas during work time.

**SECTION 6:** No bargaining unit member may participate in more than one “function” or board at a time, including being a Union representative. Exceptions may be granted with approval of the Personnel Director. This will not, however, apply to being a member of the Union’s bargaining team.

## **ARTICLE 3**

### **MANAGEMENT RIGHTS**

**SECTION 1:** The Union and its members recognize and agree that the City has the sole and exclusive right to operate, manage and direct any and all of its operations. Accordingly, but not by way of limitation, the City specifically reserves the sole and exclusive right(s) to:

- (a) decide the scope of service to be performed and the method of service;
- (b) hire and/or otherwise determine the criteria and standards of selection for employment;
- (c) fire, demote, suspend or otherwise discipline for just cause;
- (d) promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit subject only to contrary provisions contained in this *Agreement* covering the issue of promotion;
- (e) transfer employees from location to location and from time to time;
- (f) lay off and/or relieve employees from duty due to lack of work or any other legitimate reason;
- (g) rehire employees;
- (h) determine the starting and quitting time and the number of hours and shifts to be worked including the need for overtime work, and days of the week to be worked, subject only to contrary provisions in this *Agreement*;
- (i) determine the allocation and content of job classifications;
- (j) formulate and/or amend job descriptions;
- (k) merge, consolidate, expand, curtail or discontinue operations, temporarily or permanently, in whole or in part, whenever in the sole discretion of the City good business judgment makes such curtailment or discontinuance advisable;
- (l) contract and/or subcontract any existing or future work after first negotiating only the effects of the decision and its impact on unit employees;
- (m) expand, reduce, alter, combine, assign, or cease any job;

- (n) determine whether and to what extent the work required in its operation shall be performed by employees covered by this *Agreement*;
- (o) control the use of equipment and property of the City;
- (p) determine the number, location, and operation of municipal buildings, annexes, departments and/or divisions;
- (q) schedule and assign the work to the employees and determine the size and composition of the work force;
- (r) determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials, facilities and equipment;
- (s) take whatever action may be necessary to carry out the mission and responsibility of the City in unusual and/or emergency situations;
- (t) formulate, amend, revise and implement policy, procedure and rules and regulations, provided however, that such formulation, amendment, revision and/or implementation is not arbitrary and capricious;
- (u) establish, amend, revise and implement any programs and/or procedures;
- (v) require employees to observe and obey the City's policies, procedures, ordinances, resolutions, rules and regulations;
- (w) require any bargaining unit employee to submit to blood and/or urine testing in order to detect the presence of alcohol, drugs and/or controlled substances. The City will not engage in random drug testing unless permitted to do so by state or federal law and/or state or federal regulations.

**SECTION 2:** The above rights of the City are not all inclusive but indicate the type of matters or rights which belong to and are inherent in the City in its general capacity as management. Any of the rights, powers, and authority that the City had prior to entering into this *Agreement* are retained by the City, except as specifically abridged, delegated, granted or modified by this *Agreement*. If the City fails to exercise any of the above-described functions from time to time, this will not be deemed a waiver of the City's right to exercise any or all of such functions.

## **ARTICLE 4**

### **NON-DISCRIMINATION CLAUSE**

**SECTION 1:** The City and the Union both agree that no interference, restraint, coercion or discrimination shall be practiced within the City to encourage or discourage membership in the Union. The Union and the City agree that neither shall discriminate against an employee because of race, color, sex, creed, religion, national origin, disability, political affiliations, membership or lack of membership in the Union.

## **ARTICLE 5**

### **MAINTENANCE OF BENEFITS**

**SECTION 1:** It is agreed that, during the term of this *Agreement*, the City shall continue its current practice with respect to: (1) providing a work break before and after lunch not to exceed 15 minutes each break in accordance with the City's Break Period Policy; (2) providing a refrigerator and microwave at the Police Department; and (3) ice machines and ice and water for the street crews.

**SECTION 2:** With the exception of the foregoing, the City may implement changes to existing and/or past practices, benefits, working conditions and/or terms and conditions of employment provided that said change(s) do not conflict with the terms of this *Agreement*. The City agrees to give the Union fourteen (14) calendar days notice of said changes. The Union may grieve the change but the Arbitrator may not disturb the City's action unless he or she finds that the change was not objectively reasonable in light of the City's operational needs.

**SECTION 3:** It is acknowledged that the City is currently formulating its initial Policies and Procedures. The City may formulate and implement said policies and procedures provided only that they do not conflict with the provisions of this *Agreement*. This will not, however, preclude the Union from grieving the application of said policies and procedures and/or any subsequent modification to said policies and procedures under the standard set forth in Section 2, above.

**SECTION 4:** The City has the right to review, on a case-by-case basis, the job duties of any employee who currently has a take home vehicle. The City may unilaterally eliminate the take home vehicle from anybody whose use is not warranted, such determination being made by the City in its sole and exclusive discretion.

## **ARTICLE 6**

### **SAVINGS CLAUSE**

**SECTION 1:** If any provision of this *Agreement*, or the application of such provision, shall be rendered or declared invalid by any court of competent jurisdiction, the remaining parts or portions of this *Agreement* shall remain in full force and effect. In the event of the foregoing, the parties agree to renegotiate a replacement provision.

## **ARTICLE 7**

### **GRIEVANCE PROCEDURE**

**SECTION 1:** A grievance shall be defined as any controversy or dispute arising between the parties involving questions of interpretation or application of the terms and provisions of this *Agreement* or other terms and conditions of employment. Having a desire to create and maintain labor relations harmony between them, the parties hereto agree that they will promptly attempt to adjust all complaints, disputes, controversies or other grievances arising between them involving questions of interpretation or application of the terms and provisions of this *Agreement* or other terms and conditions of employment.

**SECTION 2:** Thus, should differences or disputes arise between the parties to this *Agreement* or between the employees covered herein and the City, other than cases of discharge and/or suspension, the aggrieved party to this *Agreement* or employee, or employees, as the case may be, shall use the following procedures:

#### **Step 1**

In the event that an employee believes there is a basis for a grievance, the employee shall first discuss promptly the alleged grievance with the immediate supervisor, either privately, or if the employee prefers, accompanied by the On-Site Representative within ten (10) working days of the date of the occurrence of the event giving rise to the grievance. The supervisor shall then respond within five (5) working days.

#### **Step 2**

In the event the aggrieved employee and/or the Union is not satisfied with the decision of the supervisor, the grievant and/or the On-Site Representative shall present the grievance in writing to the employee's department director within five (5) working days of the date of the aforesaid decision. The grievance shall be signed by the employee and shall specify:

- (a) The grievant's name and position;
- (b) the date of the alleged grievance;

- (c) the specific Article(s) and Section(s) of this Agreement that were alleged to be violated (general statements such as “all articles” or “all applicable articles” or “including but not limited to Article \_\_\_” are not acceptable and shall be cause for rejection of the grievance);
- (d) a clear and concise statement of the facts that support the alleged grievance; and
- (e) the relief requested.

Upon presentation of this written grievance to the department director, and within five (5) working days thereafter, the department director, the employee and the On-Site Union Representative shall attempt to resolve the dispute. Within five (5) working days thereafter, the department director shall render a decision in writing to both the employee and to the On-Site Representative.

**Step 3**

In the event the aggrieved employee and/or the Union is not satisfied with the written answer to Step 2 above, the grievance shall be presented within five (5) working days after the Step 2 decision is rendered to the Personnel Director, who will, within five (5) working days of the receipt of same, meet with a representative of the Union in an attempt to resolve the grievance. At this meeting, the employee and/or the On-Site Representative may also be present. Within five (5) working days after this meeting, the Personnel Director shall render a decision in writing. Upon seven (7) working days written notice, the City Manager may designate another individual to hear Step 3 grievances.

**SECTION 3:** In cases involving suspension, demotion or discharge, a grievance shall be submitted directly at Step 3 of the grievance procedure utilizing the time limits contained at Step 1.

**SECTION 4:** Time is considered to be of the essence for the purpose of Articles 7 and 8 of this *Agreement*. Accordingly, any grievance which is not filed and processed within the time limits set forth in Articles 7 and/or 8 will be presumed to be abandoned and foreclosed for all contractual and legal purposes. The time limits provided for in Articles 7 and 8 shall be strictly observed and shall be extended only by written agreement of the parties. Any grievance not answered by the City within the

time limits provided for in Article 7 will be deemed to be denied and the aggrieved employee may proceed to the next highest step of the grievance procedure. The City may raise the Union's and/or an employee's untimely submission or processing of a grievance at any step of the grievance procedure.

**SECTION 5:** Application to this procedure shall foreclose the grievant from appealing to any other available procedure or vice-versa.

**SECTION 6:** Nothing in this Article shall require the Union to process grievances for employees who are not members of the Union, in conformity with Florida law.

## **ARTICLE 8**

### **ARBITRATION**

**SECTION 1:** In the event a grievance has been properly processed through the grievance procedure without resolution, the Union may demand arbitration, and this demand shall be presented to the Personnel Director, in writing, within ten (10) working days from the receipt of the decision of the previous step, or the due date of said decision if no written disposition is made.

The arbitrator may be appointed by mutual agreement of the parties. In the event the parties are unable to agree upon a neutral arbitrator within ten (10) working days after arbitration is invoked, either party may petition the **Federal Mediation and Conciliation Service** and request a list of seven (7) qualified arbitrators. The parties shall alternately strike and select a single arbitrator to preside as a neutral arbitrator at the hearing involving the grievance.

The decision of said arbitrator shall be final and binding upon both parties. The arbitrator shall not be empowered to alter, amend, add to, or eliminate any provisions of this *Collective Bargaining Agreement*.

**SECTION 2:** An arbitrator is authorized to modify or rescind disciplinary action involving a suspension or discharge if he or she determines that the disciplinary action was not imposed for just cause.

**SECTION 3:** At the request of either party, there shall be a certified court reporter at the hearing. The expense of the certified court reporter will be borne by the party making the request. If both parties receive transcripts, they will equally share this expense. Expenses of the arbitrator shall be borne equally by both parties. Each party shall bear the expense of its own witnesses, representatives, attorneys and all other individual expenses. On-duty employees required to testify will be made available without loss of pay; however, whenever possible, they shall be placed on call to minimize time lost from work. Employees who have completed their testimony shall return to work. The intent of the parties is to minimize time lost from work. Under no circumstances will an off-duty employee be paid for testifying and no overtime pay will result from an employee attending or testifying at an arbitration hearing.

## **ARTICLE 9**

### **HOURS OF WORK-OVERTIME-CALL BACK**

**SECTION 1:** The normal work day for full-time permanent unit employees shall be no longer than eight (8) hours per day, inclusive of the paid lunch period provided for in Section 9 for regular full-time employees. Effective after the 2008-2011 Agreement is ratified, the normal work day for full-time permanent unit employees shall be no longer than ten (10) hours per day, inclusive of the paid lunch period provided in Section 9 for regular full-time employees. In addition, the City and Union may, by mutual written agreement through a Letter of Understanding, establish work schedules in specific work units that may exceed ten (10) hour work shifts.

**SECTION 2:** The City will establish whatever workday and work week it deems appropriate, in its sole and exclusive discretion. However, in the case of a regular or non-temporary change, the City agrees that it will give thirty (30) calendar days notice to affected employees before any such change takes effect, unless otherwise agreed to or in emergency situations.

**SECTION 3:** Employees covered by this *Agreement*, whether full-time or part-time, shall receive compensation at the rate of one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of forty (40) hours in a week. For the purpose of this Article, except as provided herein, neither sick leave, annual leave, nor any other type of paid or unpaid leave will count toward hours worked for overtime pay purposes. Except as provided herein, under no circumstances is an employee entitled to overtime unless he or she actually works more than 40 hours in a work week. For example, if an employee works 35 hours per week and gets paid for 40 hours because of a one (1) hour paid lunch, that employee would be paid at a straight time rate of pay for all hours of "overtime" worked from hour 36 through hour 40. In other words, paid lunches are not considered as hours worked, and, therefore, only after working 40 hours would the employee be paid at the overtime rate. However, an employee's use of approved Bereavement Leave and/or Holiday pay (Article 12, Section 1) will be counted as hours worked for overtime pay purposes under this Article.

**SECTION 4:**     **Call-out on normal day off:** The only exception to Section 3 is that an employee who is called to work on his or her normal day off (which shall include the Holidays that are listed in Article 12, Section 1, will be paid at one and one-half (1-½) times the employee's regular rate of pay for the period of time that the employee actually worked, with a minimum guarantee of three (3) hours pay. However, employees called out more than one (1) time on the same day will receive guaranteed minimum pay for the first call-out only, provided that, if the second call-out is more than six (6) hours after the first call-out, then the employee may receive the guaranteed minimum for both. Travel time is not considered as actual work and shall not result in any extra pay. Such employees will not receive the call-out pay described in Section 5.

**SECTION 5:**     **Call-out on regular work day outside of regular schedule:** An employee who is called to work outside the employee's regular work schedule shall receive call-out pay and be paid for the actual hours worked with a minimum guarantee of three (3) hours pay at the employee's regular rate of pay provided such work does not immediately precede or immediately extend the employee's regularly assigned work shift. However, employees called out more than one (1) time on the same day will receive guaranteed minimum pay for the first call-out only, provided that, if the second call-out is more than six (6) hours after the first call-out, then the employee may receive the guaranteed minimum for both. Employees receiving call-out pay under this section shall not receive call out pay under Section 4. Call-out shall only be for unscheduled work where the employee is recalled from home. Travel time is not considered as actual work and shall not result in any extra pay.

**SECTION 6:**     Board secretaries will not be entitled to call-out pay. They will, however, be paid one and one-half (1-1/2) times their regular rate of pay for all hours actually spent at board meetings outside of their normal hours of work. Board secretaries and any other bargaining unit employee who is assigned to work at a City Commission meeting outside of the employee's normal hours of work shall be paid at one and one-half (1.5) times their regular rate of pay for all hours actually worked with a one (1) hour minimum at that rate.

**SECTION 7:**     All permanent part-time employees who have satisfactorily completed one (1) year of employment in a position which calls for the employee to work

less than the normal work week but at least twenty-six (26) hours per week, shall receive all of the fringe benefits contained in this *Agreement*.

**SECTION 8:** Temporary or seasonal employees who have a predetermined termination date, and part-time employees who regularly work less than twenty-six (26) hours per week shall not be entitled to the fringe benefits contained in this *Agreement*.

**SECTION 9:** Employees covered by this *Agreement* will receive a one (1) hour paid lunch break, under terms and conditions to be established by the City. Those terms and conditions include but are not limited to the following: Whenever a full time employee works a partial day on an otherwise normal workday where the employee is scheduled for a full day of work (i.e., a minimum of eight hours), the employee must actually work a minimum of four (4) hours in order to receive a paid lunch break. The paid lunch hour will not count as hours worked. Employees are not entitled to a paid lunch break for any work performed on a day other than their normal workday. If any employee is required to work on his or her day off, the employee would only be compensated for the hours actually worked in accordance with the other sections of this Article and will not receive a paid lunch. If an employee works more than his or her normal regularly scheduled work, then the employee would only be entitled to one (1) paid lunch hour no matter how many additional hours the employee works. Employees are required to take their lunch hour. An employee shall not work through his/her paid lunch hour unless required to work through the paid lunch hour by the employee's supervisor (which must be approved by the department director), which shall only occur for an emergency or for the good of the City, and not for the employee's convenience. A written authorization, signed by the department director, giving justification for the employee being required to work through lunch, must accompany the time card in order for the employee to be paid or otherwise given credit for that hour. Employees may not work through lunch and leave one (1) hour before the end of the workday without the written authorization of the department director. Additional policies related to lunch breaks, such as those that currently exist (e.g., the City lunch policies dated September 18, 1991 and dated February 18, 1992) and/or as may be amended or created from time to time, shall be applicable to lunch breaks and/or records related to lunch breaks, provided that such policies are not inconsistent with this Section.

**SECTION 10:** This Article is intended to be construed only as a basis for calculation of overtime and shall not be construed as a guarantee of hours of work per day or per week other than Section 5.

**SECTION 11:** The parties agree that standby compensation shall be paid and administered pursuant to the following terms:

- (1) Every employee assigned to standby status by the City will be given an additional flat rate of \$10 daily for the regular work day of that employee. The standby rate for non-work days will be a flat rate of \$15 daily. Employees assigned to “stand-by” status on a designated Holiday (under Article 12, Section 1), will be entitled to the “weekend”/non-work day stand-by pay rate.
- (2) An employee who has been paid “standby pay” will be entitled to keep that stand-by pay even if the employee is actually called out during the standby assignment.
- (3) Every employee on standby status, when called, will attempt to contact their supervisor telephonically within the following guidelines:
  - A. If issued a beeper – ten (10) minutes
  - B. If issued a cellular telephone – five (5) minutes
- (4) Every employee on standby status must report when requested to the work site. The employee will attempt to arrive at the work site within 15-20 minutes (or sooner) after being notified to report. The employee must, in all cases, report to the work site within 30 minutes after being notified to report. If an employee encounters an emergency which renders him/her incapable of responding within the required time limits, she/he will immediately notify their supervisor (or designee).
- (5) The City will allocate to each employee assigned to standby status a take home vehicle during the standby assignment.
- (6) If an employee assigned to standby status fails to report to work within the stated guidelines when summoned, that employee shall:
  1. Forfeit any entitlement to standby pay for that week; and

2. May be subject to possible disciplinary action, depending on the reason/excuse given by the employee.
- (7) The City will assign employees to the standby status pursuant to department needs.
- (8) The City will compensate each employee who has performed standby status on the City's biweekly payroll. This will only be done after the department has submitted the proper documents to the Finance Department.
- (9) Except as provided in this section, any employee on leave, paid or unpaid, will not be in standby status and not eligible for compensation. Effective after the 2008-2011 Agreement is ratified, an employee who is assigned stand-by status for a week or more, and who takes approved paid leave on a day during the period of assigned standby status, and who certifies that he/she will remain available to take calls after the end of his/her regular shift on the day that the approved paid leave is used, will remain eligible for standby pay, provided the employee remains assigned to standby status and subject to paragraph (6) of this Section.

**SECTION 12: Compensation During the Suspension of Non-Essential Services and Operations Due to Unusual or Extenuating Circumstances.** This Section addresses compensation issues in certain situations when the City suspends non-essential services and operations and non-essential City employees (as determined by the City) are released from work during normal business hours (Monday through Friday 9:00 a.m. – 5:00 p.m.) due to unusual or extenuating circumstances. Furthermore, unless otherwise defined by the specific provisions of this *Agreement* the pay procedures defined in this Section shall apply.

- (1) Except as provided in section (1) (d), below, upon the effective date and time that the City Manager or designee, such as the Personnel Director, suspends/closes all or most of the City's normal operations and releases non-essential employees (as determined by the City) from work due to unusual or extenuating circumstances, the following pay procedure shall

be utilized until the effective date and time that some or all of the City's normal operations are resumed:

- (a) All full-time bargaining unit employees who are instructed to not report to work or who are released from work will be paid their regular wages for all hours not worked during their regular work schedule.
  - (b) All full-time bargaining unit employees who are required to work their regularly scheduled work hours, shall be paid their regular hourly wages for any hours(s) worked during this period. Additionally, such employees will be credited with one (1) hour of annual leave for each regular hour worked to a maximum of eight (8) hours per day.
  - (c) All full-time bargaining unit employees shall be paid overtime pursuant to the applicable terms of this *Agreement*.
  - (d) The additional annual leave contemplated in this Section shall not be credited to any employee in cases where non-essential employees are released from regular duties for less than eight (8) hours, which fall within normal business hours (Monday through Friday 9:00 a.m. – 5:00 p.m.).
  - (e) The extra compensation noted in this Section shall not apply to any temporary, part-time or seasonal employee. Thus, any temporary, part-time or seasonal employee who does not work will not receive any compensation for this time period, and any temporary, part-time or seasonal employee who works will receive only their regular rate of pay for any hours actually worked during this time period (unless such employee actually works more than 40 hours in a week, in which case the employee may be paid the applicable overtime rate of pay).
- (2) Any employee who is on pre-approved leave or sick leave during all or any portion of the unusual or extenuating circumstances, will not be entitled to any additional compensation for such days, and shall not be permitted to exchange such leave for any other type of leave. An employee on pre-approved leave shall not be able to withdraw his/her leave request unless such request to withdraw an approved leave request is approved by a department director and the Personnel Director.

- (3) If an essential employee has been approved for annual leave and/or floating holiday and that annual leave and/or floating holiday was cancelled by the City due to an unusual or extenuating circumstance covered by this Section, the affected employee will not lose any such cancelled annual leave that is above the carry-over cap for annual leave hours as set forth in Article 11, Section 3 of this *Agreement*, or any such floating holiday that would otherwise be forfeited as set forth in Article 12, Section 2 of this *Agreement*. Instead, the annual leave and/or floating holiday may be carried over for use before the end of the next payroll fiscal year.
- (4) The City reserves the right to consider unique pay situations as they arise throughout the period of any such unusual or extenuating circumstances. In situations deemed appropriate by the Personnel Director, adjustments to the pay procedure in this Section may be made. Questions of interpretation and application of this Section shall be made in the sole and exclusive discretion of the Personnel Director.
- (5) Any employee who fails to stay at work or who fails to report to work as directed during the period of any such unusual or extenuating circumstances shall be subject to disciplinary action, up to and including termination of employment.

## **ARTICLE 10**

### **WORK IN OTHER JOB CLASSIFICATIONS**

**SECTION 1:** Each employee covered under this *Agreement*, except as provided below, shall work only within his or her regular job classification. However, in the event of temporary vacancies or absences in either a lower or higher job classification, the City may temporarily assign an employee to a lower or higher job classification subject to the following provisions:

- (A) An employee temporarily assigned to a lower paying job classification shall be compensated at the rate of pay received in his or her regular job classification. No person in a lower job classification may perform the function of a higher classification where a person in that higher classification is available and not working in his or her job classification.
- (B) An employee temporarily assigned to a higher paying job classification for a period in excess of twenty-one (21) consecutive calendar days will receive a two (2) step increase, provided that the pay rate does not exceed the maximum of the salary range for the higher position for all hours worked in that job classification in excess of the aforementioned twenty-one (21) consecutive calendar days. If the same employee is re-assigned to the same higher job classification within twelve (12) months after having stopped a prior assignment (for which a waiting period was completed) in that same higher job classification, then the twenty-one (21) day waiting period will be waived for the out of class pay. If an employee who is receiving higher out of classification pay under this Section uses any type of accrued leave during the time he/she is assigned to the higher job classification, that employee will be paid at his/her regular pay rate (i.e., not at the out of class pay rate) for the accrued leave.
- (C) If an employee who sustains an off-the-job illness or injury requests to be temporarily assigned to a lower job classification because of light duty, and if the City approves the light duty work, then the employee will be paid at the commensurate salary rate of that lower classification immediately upon being placed in the lower classification.

# ARTICLE 11

## **ANNUAL LEAVE**

**SECTION 1:** Employees shall earn annual leave credits according to the following schedule:

<b><u>Continuous Service With</u></b>	<b><u>Hours of Annual Leave</u></b>
Up to and including first five (5) years	96 hours
Six through ten 10 years	136 hours
Eleven (11) through seventeen (17) years	176 hours
After seventeen (17) years	216 hours

**SECTION 2:** Annual leave pay will be computed on the employee's current straight-time rate of pay.

**SECTION 3:** Annual leave may be taken as it is earned. However, employees may not utilize annual leave until after completion of their probationary period, except that an employee who must serve an extended initial probationary period due to a promotion received during the first nine (9) months of employment will be allowed to use his/her annual leave upon completion of fifty-two (52) weeks of continuous employment. A trainee would be eligible to use annual leave after the completion of fifty-two (52) weeks of employment with the City as a full-time employee. A carry-over of annual leave is permitted, not to exceed 260 hours except as provided below. Accrued leave in excess of 260 hours as of September 20, 2009; September 19, 2010; and September 18, 2011, will be forfeited. However, where an employee makes a timely request to utilize annual leave time which is denied by the City, and where the City's denial of annual leave usage results in an employee exceeding the 260 hours cap, subject to the approval of the Personnel Director and the department director, the City may give the employee an additional period of time (up to 90 days) within which to utilize the excess annual leave hours. Such excess annual leave will not be forfeited if the City, in its discretion, determines that the employee made repeated good faith efforts to

utilize said leave prior to the close of the additional period but those requests were denied for manpower reasons.

**SECTION 4:** Each department director will establish a method or procedure for the selection of annual leave each year. The department director shall make every effort to meet the desires of the employees consistent with the requirement of its operation and shall give preference to the most senior employees' initial annual leave request.

**SECTION 5:** Annual leave approval will be made by the department director and is subject to the operational needs of the department. An employee requesting approval for annual leave must submit a Leave Request Form to the department director or designee (through their appropriate supervisor) as much in advance of the requested leave date as is possible. Requests for annual leave must be submitted (and approved), at a minimum, on the business day before the requested leave date. In cases of emergency, an employee may request that the department director approve annual leave without advance notice. If a department director approves the requested annual leave, proof of the emergency may be required. However, employees cannot use emergency annual leave on more than six (6) occasions in a fiscal year.

**SECTION 6:** When a paid holiday falls within an employee's annual leave period, the employee shall not be charged annual leave for that holiday.

**SECTION 7:** Upon separation from employment with the City of Sunrise, employees will be paid the current base rate of pay for all accrued annual leave, provided that the employee has satisfactorily completed their probationary period.

**SECTION 8:** Minimum period of absence to be charged to annual leave shall be in one (1) hour increments.

**SECTION 9:** Any employee who wants to leave City employment in "good standing" must deliver to his or her department director, at least two weeks before his/her last work day, a written resignation on the City's Resignation Form, stating the date the resignation will become effective. Failure to comply with this procedure may be considered cause for denying the employees' future employment by the City. In addition, employees who fail to provide the required City Resignation Form at least two (2) weeks before their last work day will automatically forfeit the value of two (2) weeks

(eighty (80) hours) from any accrued sick or annual leave, unless the circumstances are deemed to be an emergency by the department director and the Personnel Director, in their sole discretion.

**SECTION 10:** Subject to the approval of the department director and the Personnel Director, employees may donate annual leave (on a converted hourly value basis to reflect the rate difference, if any, between the employees) to any City employee who is in need of "extra time off" due to a serious illness or injury of the employee, or the employee's spouse, child or parent.

## **ARTICLE 12**

### **HOLIDAYS**

**SECTION 1:** Subject to restrictions contained herein, the following legal holidays will be observed with the employee receiving compensation at his or her regular rate of pay:

**New Year's Day  
Martin Luther King Day  
Memorial Day  
Fourth of July  
Labor Day**

**Veteran's Day  
Thanksgiving Day  
Friday after Thanksgiving  
Christmas Day**

**SECTION 2:** Employees covered by this *Agreement* will be entitled to utilize four (4) Floating Holidays each fiscal year. The holidays may be observed on any regularly scheduled work day that is mutually convenient to the employee and his or her supervisor.

Requests for use of a floating Holiday must be received (and approved) by the City, at a minimum, on the business day before the requested leave date. The holidays must be taken within the payroll fiscal year in which they are accrued or they will be forfeited (i.e., they cannot be accumulated from year to year). Only those employees who have worked full-time for 26 weeks of City service are eligible.

**SECTION 3:** For any Department scheduled on a seven-day operation, the holiday shall be the actual day the holiday falls on. For other employees, where a holiday falls on the weekend, the employee shall receive, to replace that holiday, the Monday following the weekend holiday or the last working day prior to the holiday. Where a holiday falls on an employee's normal day off, the employee shall receive (8) hours of annual leave credited to the employee's annual leave accruals. When an employee is required to work a full day on a designated holiday, in addition to his or her regular day's pay, he or she shall receive (8) hours of annual leave credited to the employee's annual leave accruals, or eight (8) hours of compensatory time at the employee's straight time rate, or pay at the employee's straight time rate of pay, at the employee's option. When an employee works less than a full day on a designated

holiday, the annual leave or compensatory time credited or pay will be on a pro rata basis.

**SECTION 4:** To be eligible for holiday pay, an employee must be in pay status for a full day on his or her assigned work days that immediately proceed and immediately follow the day on which the holiday is observed. For the purpose of this section, an employee on sick leave will not be considered to be “in pay status” unless the employee, immediately upon returning to work, produces a doctor’s note for the period of sick leave. However, the Personnel Director may, under extenuating circumstances and upon recommendation of the department director, make an exception to the rule that an employee on sick leave must produce a doctor’s note to be eligible for holiday pay.

**SECTION 5:** Employees will be entitled to take their birthday as a paid holiday (receiving compensation at their regular rate of pay) under the following conditions. First, the holiday will be observed on the employee’s actual birthday if it falls on a normal work day. Second, when the birthday falls on a weekend, it will be observed as provided in Section 3. If the City determines that an employee cannot be given their birthday as a holiday due to operational reasons, the employee will receive another day off to replace the birthday holiday within ninety (90) calendar days.

## **ARTICLE 13**

### **SICK LEAVE**

**SECTION 1:** Beginning on the first day of employment, employees shall earn sick leave at the rate of 1.84 hours per week worked (including while on annual leave, sick leave and other authorized paid leave). For employees who work the full year, this is 96 hours.

**SECTION 2:** There is no waiting period for an employee to utilize sick leave.

**SECTION 3:** An employee may accumulate unlimited days of earned sick leave for legitimate sick leave usage purposes. Sick leave will not be considered as a right which an employee may use at his or her discretion, but rather as a privilege which shall be allowed upon proper notification to the employee's department director or designee.

**SECTION 4:** For the purposes of sick leave payoff upon "separation" from employment:

- (1) Employees hired on or before October 1, 1985 will be paid for 100% of their accumulated sick leave if they retire or separate in good standing, provided they were employed full-time by the City for ten (10) years or more.
- (2) For employees hired after October 1, 1985, they will be paid for one-half (1/2) of their accumulated sick leave hours upon retirement and one quarter (1/4) of their accumulated sick leave upon resignation. The estate/beneficiary of any employee who dies while actively employed on a full time basis for at least five full years before the employee's death, will be paid the value of fifty percent (50%) of the employee's accrued sick leave. However, employees fired for just cause will forfeit all accrued leave. The payoff amount will be calculated on the basis of the employee's regular rate of pay at the time of "separation".

**SECTION 5:** Except as provided in this Section or in Article 36, Section 4, sick leave is for the illness of an employee and is to be used for no other purpose. Accrued sick leave shall be shown on the employee's pay stub. A bargaining unit

employee who is a parent with a child, age 12 or under, may use up to two incidents of sick leave, per fiscal year, to care for that child, if the child has a non-FMLA qualifying illness. Use of sick leave under this Section shall be counted against the employee under the "Perfect Attendance" bonus in Section 8. For purposes of this section, an "incident" of sick leave usage can be an hour, or up to a full day provided that the employee is needed to care for his/her qualifying child.

**SECTION 6:** A department director may require an employee to produce a doctor's note to substantiate the use of more than three (3) consecutive days of sick leave. With the approval of the Personnel Director, and with prior notice to the employee by the Personnel Director, a doctor's note may be required to substantiate the use of any sick leave. All employees returning to work after medically certified sick leave must furnish a doctor's note certifying that the employee is medically fit to return to work. Employees who have been on an extended leave (e.g., ten (10) or more working days) must provide the doctor's note at least one (1) business days in advance of the expected date of return, unless the Personnel Director (or designee), in his/her sole discretion, reduces or waives this requirement.

**SECTION 7:** A department director, with the approval of the Personnel Director, may require an employee to have a physical (including psychological) examination at any time. If so, the cost shall be borne by the City. The doctor shall be chosen by the employer. An employee out sick shall call in at least thirty (30) minutes before the scheduled shift is to begin to advise the City of same, and indicate, if able to do so, the length of absence expected. This call-in procedure shall be followed for each day that the employee is unable to work, unless prior approval is given to the employee by the employee's department director or designee. Failure to call by the appointed time could result in loss of pay or other disciplinary action.

**SECTION 8:** Full-time bargaining unit employees who do not use sick leave, do not use any unpaid leave, do not use more than one incident of emergency annual leave, and do not serve a disciplinary suspension, for a six (6) month period (October 1st to March 31st or April 1st to September 30th) will have their annual leave account increased by ten (10) hours. If the employee does not use sick leave, does not use any unpaid leave, does not use more than one incident of emergency annual leave, and

does not serve a disciplinary suspension, for consecutive six (6) month periods after the initial six (6) month period, the employee's annual leave account will be increased by fourteen (14) hours.

The sick leave use for a doctor or dentist appointment for routine preventive purposes and approved one (1) or more weeks in advance will be deducted from an employee's sick leave accruals and will not count against an employee for the purposes of Section 8. However, sick leave use for preventive medical treatment under this paragraph is limited to two (2) such incidents per fiscal year, and that each of those two (2) single incidents may not be in excess of four (4) hours.

**SECTION 9:** An employee shall not pretend illness or injury. If an employee has requested to use accrued leave, and the leave was not approved, but the employee calls in sick for some or all of the same period of time, the employee must provide a doctor's note to excuse the time missed, and failure to provide the doctor's note will result in a no pay status for the time missed, and such failure may also be the basis for disciplinary action. In addition, if an employee becomes ill during the course of a work day, the employee must advise his/her supervisor or Department Director before the employee leaves work.

**SECTION 10:** Physician's recommendation for work on a "limited/light duty" basis will be considered individually on the following basis:

- (A) Suitable work must be available as determined by the Department Director;
- (B) Approval by the Risk Manager and the Personnel Director;
- (C) The employee must work on a full-time basis. Part-time limited/light duty will not be considered appropriate as a work authorization for full-time positions;
- (D) The physician recommending work on a limited/light duty status must provide reasonable assurance that the condition will not extend beyond thirty (30) calendar days. Extension of limited/light duty beyond thirty (30) calendar days must be approved by the Risk Manager and Personnel Director.

**SECTION 11:** Any employee who has provided a notice of resignation cannot use accrued sick leave for paid time-off unless the employee provides a doctor's note from a doctor who treated the employee on the day that the employee seeks to be paid from accrued sick leave (or before the employee seeks to use accrued sick leave). If no doctor's note is provided, then the time that the employee is out of work will be charged to annual leave or no pay status.

## **ARTICLE 14**

### **SICK LEAVE CONVERSION**

**SECTION 1:** On September 20, 2009; September 19, 2010; and September 18, 2011, employees may convert (a maximum of) the unused portion of the first one-half (½) of their annual sick leave accrual into annual leave. Conversion will be subject to the following:

- (A) The employee must already have a minimum of ninety-six (96) unused sick leave hours in addition to those hours he or she wishes to convert; and
- (B) Conversions must be in one (1) hour increments; and
- (C) Sick leave hours converted into annual leave hours will be subject to the provisions of Article 11.

## **ARTICLE 15**

### **SENIORITY**

**SECTION 1:** Seniority shall be defined as the total amount of continuous service with the City within the unit. Seniority shall be City-wide and shall date from the employee's most recent day of hire in the unit.

**SECTION 2:** Employees shall lose their seniority as the result of the following:

- a) Termination;
- b) Retirement;
- c) Resignation;
- d) Layoff exceeding one (1) year;
- e) Failure to respond to the notice of recall within ten (10) days of receipt of the recall notice, which recall notice shall be by Certified Mail with a copy to the Union.

## **ARTICLE 16**

### **LAYOFF AND RECALL**

**SECTION 1:** In the event that it is necessary to reduce the work force, all layoffs shall be according to seniority, provided the employee retained must be immediately qualified to perform the work necessary to be accomplished. Any employee affected by any reduction in force shall have the right to displace any employee with less seniority in any equal or lower rated classification covered by this *Agreement*, provided the employee is qualified to perform the necessary services to be performed in that classification.

**SECTION 2:** When an employee elects to take a lower rated classification pursuant to the provisions of this Article, or when an employee is demoted, whether voluntary or involuntary, his or her continuous city service shall be the basis for their salary in the new classification including any salary increase that he or she would have received for the new classification. However, at no time will the employee be compensated higher than the maximum step within the pay range for the new classification.

**SECTION 3:** All laid-off employees shall have the first rights of recall, according to seniority, up to twelve (12) months after the layoff occurs. An employee shall receive at least two (2) weeks notice of layoffs; or, in lieu of notice, two (2) weeks' compensation at the employee's regular rate of pay.

**SECTION 4:** The Union shall be furnished copies of all layoffs at the same time as the laid off employee received his or her notice of layoff.

**SECTION 5:** In the event an employee is recalled to work after layoff and refuses to accept the position, the employer's obligation to recall that employee shall cease.

**SECTION 6:** During the period of layoff, the employee's accrued seniority shall be retained and when reemployed, the employee shall resume the accumulation of seniority from the first day of reemployment with the City; and for the purposes of seniority, a layoff shall not be considered a break in service.

## **ARTICLE 17**

### **BEREAVEMENT LEAVE**

**SECTION 1:** Any employee who suffers the death of an immediate family member shall be granted bereavement leave of three (3) working days, for in-state funerals and five (5) working days for out-of-state funerals. This leave shall be with full pay and shall not be deducted from the employee's annual leave or sick leave. For purposes of this paragraph, an immediate family member shall consist of the employee's mother, father, sister, brother, spouse, son, daughter, or grandparents, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, stepchildren, stepparents, grandchildren, spouses' grandparents, or other relative domiciled in the employee's home who are the employee's dependents.

**SECTION 2:** The City reserves the right to require documentation supporting all approval of funeral leave after the employee returns to work. Acceptable documentation will include a copy of the death certificate, an obituary from a newspaper that has the employee's name and specifically describes the "immediate family" relationship between the deceased and the employee (must be original, with the name of the newspaper and date, not a photocopy), a letter from a funeral director provided the letter is on the funeral home's letterhead and it specifically notes the employee's name and family relationship to the deceased, or other similar original documentation deemed acceptable by the City. The employee must also submit a City funeral leave form certifying that such leave meets the requirements of this Article.

## **ARTICLE 18**

### **UNION DEDUCTIONS**

**SECTION 1:** Union deductions shall be made in accordance with forms provided by the Union and executed and authorized by the employee authorizing said deductions. There shall be no charge made by the City for these deductions. The exact amount of monies to be deducted for each employee shall be provided by the Union to the City. Any changes in the amounts to be deducted shall be given to the City thirty (30) days in advance. These monies shall be transmitted to the Union within thirty (30) days after the monthly deductions.

**SECTION 2:** The Union shall indemnify the City and hold the City harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken by the City to comply or attempt to comply with the provisions of this Article.

**SECTION 3:** The assessment, authorization and direction shall be revocable at any time upon thirty (30) days written notification to the City and to the Union.

## **ARTICLE 19**

### **POLICIES AND PROCEDURES**

**SECTION 1:** One (1) published set of policies and procedures shall be available in the departments, and one (1) set of policies and procedures shall be furnished to the Union. The City shall not cause to be established any policy or procedure which shall be in conflict with this *Agreement*, and if any presently exist, the terms and conditions of this *Agreement* shall supersede and control.

## **ARTICLE 20**

### **UNION BUSINESS**

**SECTION 1:** The Union agrees that there shall be no Union activity on City time, except that which is herein provided.

**SECTION 2:** The Union agrees that there shall be no solicitation of City employees for membership in the Union; signing up of members, collection of initiation fees, dues or assessments, meetings, distribution of Union literature on City time and during the working hours of City employees; provided, however, that this Section shall not be construed to prohibit the distribution of literature, with the consent of the City (which shall not be arbitrarily or unreasonably withheld), during the employees' lunch period or in those areas which are not specifically devoted to the performance of the employees' assigned duties.

The City agrees that this Section shall not be construed to prohibit casual or personal conversation between City employees about the Union and its activities; provided that this shall not be construed as permitting employees to quit work or delay their work for the purpose of such conversation or otherwise.

**SECTION 3:** The City agrees that a duly designated officer or representative of the Union shall be permitted, during the employees' lunch period, to enter upon the City's premises and in those areas which are not devoted to the performance of the employees' duties, for the limited purpose of conferring and consulting with members of the Union who are City employees; provided, however, that such officer or representative of the Union shall, on arrival at the City department or premises, report to the department director or supervisor in charge.

The Union agrees that all such visits by its officers or representatives shall not cause any work stoppage, work disruption or interfere in any manner with the City's business or departmental operations.

**SECTION 4:** The City shall provide the Union with reasonable space and access to departmental bulletin boards in those departments where members of the Union are employed. All notices or bulletins of the Union that are to be posted must be submitted to the Personnel Director, for approval prior to posting with a copy for the City.

There shall be no other general distribution or posting by employees of pamphlets, advertising or political matter, notices, or any kind of literature upon City property other than as herein provided.

The bulletin boards, authorized by the City for use by the Union, may be used by the Union, under the terms of this Article, only for the purpose of posting the following notices and announcements:

- (a) Notices of FOPA meetings and minutes of meetings;
- (b) Notices of FOPA elections;
- (c) Notices of FOPA appointments to office;
- (d) Notices of FOPA recreational, social affairs and benefits.

Approval of the above-enumerated notices shall be granted by the Personnel Director unless the material violates the provisions of this *Agreement*.

**SECTION 5:** The City agrees to recognize the on-site Union representatives from different departments as selected by the Union. The names of the said on-site Union representatives shall be furnished to the City by the Union. In the event of a change in the designated on-site Union representatives, the City will be notified forthwith.

## **ARTICLE 21**

### **INSURANCE**

**SECTION 1:** Coverage for full-time employees under the City's Group Health Insurance Plan is made available on the first of the month following 30 days of employment, providing the employee completes and returns the application within 30 days of employment. Effective at the beginning of the first full pay period after the 2008-2011 Agreement is ratified by both parties, the City's contribution toward employee coverage for full-time employees enrolled under the City's Group Health Insurance Plan will be increased from eighty percent (80%) to one-hundred percent (100%) of the (blended rate) cost of employee coverage and the City will continue to pay two-thirds (2/3) of the (blended rate) cost of dependent coverage for full-time employees enrolled under the City's Group Health Insurance Plan. In the event, however, that the City, in its discretion, establishes an unblended insurance plan, the City will then pay one-hundred percent (100%) of the unblended cost for single/employee coverage only for an HMO and two-thirds (2/3) of the unblended cost of only HMO dependent coverage, but for any employee who selects any plan other than an HMO, the City will contribute only the same dollar amount that it contributes towards the unblended costs of the HMO plans, for the single/employee coverage and dependent coverage for that/those alternative plan(s). The employee agrees to a payroll deduction for such coverage unless terminated in writing to the City. The City will not contribute toward the cost of any optional benefits offered to employees. The City may change insurance carriers and/or the scope and level of benefits at its discretion. If the scope or level of benefits is materially reduced, the Union may request post-implementation impact bargaining.

**SECTION 2:** During the term of this *Agreement*, the City will provide \$30,000.00 life and \$10,000.00 accident insurance to full-time employees. Coverage is made available on the first of the month following 30 days of employment, providing the employee completes and returns the application within 30 days of employment.

**SECTION 3:** The City agrees that, during the term of this *Agreement*, it will reimburse unit employees up to \$125.00 for prescription eyeglasses which are broken on the job and not as a result of employee negligence. No employee will receive this

reimbursement more than once every two years. If a disagreement arises as to whether eyeglasses were broken on the job or were the result of employee negligence, the Personnel Director shall resolve any such dispute. The Personnel Director's decision in this regard is not appealable and is not subject to the grievance/arbitration procedure. However, the City's decision in this regard shall not be arbitrary or capricious.

**SECTION 4:** In the event that the City's Group Health Insurance plan is provided by two (2) or more companies, or if the City offers multiple plans through a single company which establishes separate rates for the plans, the City may, in its discretion, establish a uniform rate which would then be paid for as provided in Section 1.

**SECTION 5:** The City agrees to maintain a retiree health insurance subsidy, as set forth in this section. Bargaining unit employees who retire and separate (or who have retired and separated employment) under the normal retirement or early retirement provisions of the pension plan on or after October 1, 1999, will be eligible for the \$200.00 per month subsidy. Subsidy payments will commence at the same time the member separates employment and immediately begins to receive normal or early retirement benefits (i.e., no subsidy payments will begin until after an eligible bargaining unit member separates employment after DROP, if applicable), and will continue until the member reaches age 65. Effective after the 2001-2004 Agreement was signed and ratified by both parties, the City extended the retiree health insurance subsidy beyond age 65 to eligible bargaining unit employees who retired and separated employment after the 2001-2004 Agreement was signed and ratified, at a rate of seventy-five percent (75%) of the then current two hundred dollars (\$200.00) per month subsidy, which subsidy shall continue for the eligible retiree's life. Effective October 1, 2006, eligible employees who retire and separate employment (after DROP participation, if applicable) after that date (i.e., both the employee's retirement date and separation date after DROP must occur on or after October 1, 2006, to qualify for the new benefit) will be paid a monthly subsidy of \$250.00, which shall continue for the life of the eligible retiree. Effective on the date that the 2007-2008 *Agreement* was ratified by both parties, eligible employees who retire and separate employment (after DROP participation, if applicable) after that date (i.e., both the employee's retirement date and separation date after

DROP must occur on or after the ratification date, to qualify for the new benefit) will be paid a monthly subsidy of \$350.00, which shall continue for the life of the eligible retiree. The prior levels of this monthly subsidy (i.e., the initial level of \$200 and then \$150 at age 65; and the subsequent level of \$250.00, which became effective on October 1, 2006) will be maintained for eligible employees/retirees who qualified for each of those benefits by entering retirement before the ratification date of the 2007-2008 *Agreement*.

**SECTION 6:** The City agrees that, on a case-by-case basis, it reserves the right to consult with the Union on matters pertaining to health insurance. Up to three (3) Union representatives may attend such meetings with the City. Any resulting discussions will be advisory only and will not be binding on the City.

## **ARTICLE 22**

### **UNIFORMS**

**SECTION 1:** The City agrees to continue its uniform rental and uniform maintenance policy for “blue collar” employees during the term of this *Agreement*. The City will provide, upon written request from eligible employees, cotton shirts (as an option) as part of “blue collar” uniforms during the term of this Agreement.

**SECTION 2:** Dispatchers will be supplied with uniform shirts and pants. However, they will supply their own dress shoes as considered appropriate by the department. Uniforms must be worn daily.

**SECTION 3:** Public Service Aides will be provided the following uniform items:

- A. Five (5) shirts
- B. Five (5) trousers
- C. One (1) uniform jacket
- D. One (1) raincoat
- E. One (1) shirt badge
- F. One (1) I.D. Card

## **ARTICLE 23**

### **WAGES**

**SECTION 1:**     **COLA for Fiscal Year 2008-2009.** Effective at the beginning of the first full pay period after January 1, 2009, the value of each step of the salary range will be increased by one and one-half percent (1.5%), which all employees in the bargaining unit will receive provided they do not exceed the maximum of the salary range. Employees also will be paid a one-time lump sum payment (which will not be added to base pay) in the amount of one and one-half percent (1.5%) of base pay, which shall be paid in a separate check (minus all applicable deductions and withholdings) that will be issued on the same date as the first regular pay check issued after July 1, 2009, or on the same date as the pay check issued for the first full pay period after the date this 2008-2011 Agreement is ratified by both parties, if that date is after July 1, 2009. Only employees who are employed on the date of the ratification of this *Agreement* by the City Commission will be eligible to receive these increases.

**SECTION 2:**     **COLA for Fiscal Year 2009-2010.** Effective at the beginning of the first full pay period after January 1, 2010, the value of each step of the salary range will be increased by one and one-half percent (1.5%), which all employees in the bargaining unit will receive provided they do not exceed the maximum of the salary range. Employees also will be paid a one-time lump sum payment (which will not be added to base pay) in the amount of one and one-half percent (1.5%) of base pay, which shall be paid in a separate check (minus all applicable deductions and withholdings) that will be issued on the same date as the first regular pay check issued after July 1, 2010.

**SECTION 3:**     **COLA for Fiscal Year 2010-2011.** Effective at the beginning of the first full pay period after January 1, 2011, the value of each step of the salary range will be increased by one and one-half percent (1.5%), which all employees in the bargaining unit will receive provided they do not exceed the maximum of the salary range. Employees also will be paid a one-time lump sum payment (which will not be added to base pay) in the amount of one and one-half percent (1.5%) of base pay, which shall be paid in a separate check (minus all applicable deductions and

withholdings) that will be issued on the same date as the first regular pay check issued after July 1, 2011.

**SECTION 4:** The City will continue the existing merit plan for the duration of this *Agreement* whereby employees will be entitled to move one (1) step (2.5%) on the pay plan based upon a satisfactory written performance evaluation. Employees will be eligible for the aforesaid merit increase on their pay anniversary date. For the effective date of a merit increase: (1) If the employee's pay anniversary date falls in the first week of a pay period, the effective date of the merit increase shall be the beginning of that pay period; and (2) If the employee's pay anniversary date falls in the second week of the pay period, the effective date of the merit increase shall be the beginning of the following pay period. In no event will any employee advance higher than the maximum step within the salary range. Employees who reach the maximum step within their salary range will be entitled to advance only when negotiated across-the-board raises, if any, raise the "value" of the highest step.

**SECTION 5:** A satisfactory evaluation, as referred to above, is one where an employee is rated satisfactory or better in all categories. In the event an employee receives a "needs improvement", that employee will receive a deferred evaluation and, if all categories are brought up to the satisfactory level (or better), the employee will receive a prospective merit increase only. A single deferment will not cause an adjustment to an employee's anniversary date.

**SECTION 6: SPECIAL PAY PROVISIONS**

(A) **Leadworker**

The department director may recommend to the Personnel Director that a permanent employee be designated as a Leadworker if the following conditions exist:

**Definition:** A Leadworker is assigned responsibility by the appointing authority to supervise one or more employees who are ordinarily classified the same as the Leadworker. Leadworkers perform their tasks under the direction of a supervisor of a higher level. Supervisors usually cannot be present to give constant supervision to the work because of duties and assignments which take them to other areas. Leadworker designations

may also be authorized by the Personnel Director, for certain positions where extraordinary duties and responsibilities are required. An employee designated as a Leadworker will receive two (2) pay steps in addition to the normal pay rate. A Leadworker pay increase does not affect the employee's anniversary date. Denial of Leadworker status is not grievable.

**Promotion of a Leadworker:** A bargaining unit employee who has been assigned Leadworker status/pay under this Section for a continuous period of at least twelve (12) uninterrupted months, and who is thereafter promoted to a higher level position while still assigned Leadworker status/pay, shall be entitled to a promotional pay increase based upon both the employee's base pay (i.e., for his/her regularly assigned title/position) and the additional Leadworker pay (provided that the new pay rate shall not exceed the maximum of the pay range for the promoted position).

(B) **Trainee**

An employee officially designated as a Trainee (an individual who does not meet the minimum stated requirements on the job announcement) will be compensated at a salary two (2) steps below the minimum rate established for the classification. A Trainee is not eligible for any merit increases. Once an employee meets the minimum stated requirements of the job announcement and satisfactorily completes the training program, then the employee begins the probationary period and goes to the starting pay step for the classification.

(C) **Utilities Operators' Dual Certification**

The City will pay an additional step in the salary range to each bargaining unit employee who is permanently assigned to the position of Utilities Operator as long as the employee obtains and maintains dual state certification in both Water and Wastewater Treatment. This additional pay step can be beyond the normal maximum range step.

(D) **Midnight Shift Differential**

Full time employees who are regularly assigned to work the midnight shift (defined for purposes of this Section as a regular shift during which the majority of the eligible employee's regularly scheduled hours fall between 12:00 midnight and 8:00 a.m.) shall be paid a differential in the amount of one additional step in the pay plan for the "midnight" hours the employee actually worked during that shift. This additional pay step can be beyond the normal maximum range step.

(E) **Off-Duty Court Appearances/Public Service Aides**

Any Public Service Aide who, while off-duty, is actually required to appear as a witness in a criminal or civil proceeding as a result of his or her employment with the City will be compensated for the actual time spent in court at one and one-half (1-1/2) times their regular rate of pay. Employees will be guaranteed a minimum of one (1) hours pay at one and one-half (1-1/2) times their regular rate of pay for such off-duty court appearances. All witness fees received for any court appearance(s) will be returned to the City.

## **ARTICLE 24**

### **LONGEVITY**

**SECTION 1:** Employees will receive additional pay step increments for continuous service with the City in the unit described in Article 1, Section 1 of the *Agreement*.

- (A) Bargaining unit employees who have completed ten (10) years of continuous (uninterrupted) City service will be eligible for an additional one (1) pay step (2.5%) increase. This additional pay step can be beyond the normal maximum rate. This step will be classified as Longevity Step 1.
- (B) Bargaining unit employees who have completed fifteen (15) years of continuous (uninterrupted) City service will be eligible for an additional one (1) step (2.5%) increase. This additional pay step can be beyond the normal maximum rate. This step will be classified as Longevity Step 2.
- (C) Bargaining unit employees who have completed twenty (20) years of continuous (uninterrupted) City service will be eligible for an additional one (1) pay step (2.5%) increase. This additional pay step can be beyond the normal maximum rate. This step will be classified as Longevity Step 3. Employees who have completed twenty (20) years of continuous (uninterrupted) City service will be eligible for an additional one (1) pay step (2.5%) increase making the total Longevity Step 3 pay for twenty (20) years (on or after October 1, 2003) two steps (5.0%). This additional pay step can be beyond the normal maximum range step.

**SECTION 2:** For payroll purposes (i.e., merit pay, longevity, etc.) service must be continuous, however, any unpaid leave of absence of thirty (30) consecutive calendar days or more will toll an employee's continuous service and thus cause an adjustment to the anniversary date.

**SECTION 3:** For the effective date of a longevity increase: (1) If the employee's anniversary date falls in the first week of a pay period, the effective date of the longevity increase shall be the beginning of that pay period; and (2) If the

employee's anniversary date falls in the second week of the pay period, the effective date of the longevity increase shall be the beginning of the following pay period.

## **ARTICLE 25**

### **COMPENSATORY TIME**

**SECTION 1:** The City may provide compensatory time off in lieu of monetary overtime compensation.

**SECTION 2:** Compensatory time only applies to non-exempt employees as defined by the *Fair Labor Standards Act*.

**SECTION 3:** Covered non-exempt employees have the option of being compensated for work in excess of their standard work week either in cash or compensatory time. Compensatory time received for hours worked over 35 hours and less than 40 hours shall be at the straight-time rate. Compensatory time received for hours worked over 40 hours in lieu of cash must be at the rate of not less than one and one-half hours of compensatory time for each hour of overtime work. All time that an employee is either required or permitted to work is working time. Records shall be kept for all actual time worked by non-exempt employees, but in computing pay, actual time will be rounded to the nearest one-quarter of an hour.

**SECTION 4:** Compensatory time may be used for the same purposes as annual leave. Compensatory time shall not be taken unless previously approved by the employee's appropriate supervisor(s) on a Leave Form. All employees who use compensatory time shall have their compensatory time balance charged in an amount equal to the period of their absence from work.

**SECTION 5:** Compensatory time can be accrued to a maximum of eighty (80) hours. Employees shall be encouraged to use earned compensatory time as soon as possible. Employees must be paid for compensatory time in excess of eighty (80) hours. Computation shall be at current salary rate at time of payment. Compensatory time must be utilized in hourly increments.

**SECTION 6:** Employees will be paid for all outstanding compensatory time at time of separation, change of status to part-time, or promotion out of the bargaining unit.

## **ARTICLE 26**

### **JOB ANNOUNCEMENT PROCEDURES**

**SECTION 1:** The City agrees to consider applicants for employment referred by the Union; and such applicants shall be given equal consideration as all other applicants for employment.

**SECTION 2:** The City agrees to post notices of vacant employment positions (job announcements) on the Personnel Department and City Hall bulletin boards for seven (7) calendar days before the vacancy is filled, however, this requirement will be waived in case of emergency hiring or if the vacancy was posted within the prior thirty (30) calendar days. Vacant employment positions (job announcements) will also be forwarded to each City department for posting by the departments on appropriate departmental bulletin boards.

1. Notices of all vacancies (job announcements) for a promotional position shall be posted in all work sites and departments. A promotional position is a position that is only open to current qualified City employees.
2. The notices of vacancies (job announcements) required by this Article may include the department where applicable in which the opening occurs, the title of the position, qualifications, deadline for filing of the application, if applicable; and salary rate of the vacant position. All such job announcements shall be posted no less than seven (7) calendar days as noted in Section 2 before the deadline for filing applications unless it is an emergency hiring or if the vacancy was posted within the prior thirty (30) calendar days.
3. The applicants can secure applications forms from the Personnel Department. The application for promotion and/or transfer shall be filed with the Personnel Department.
4. If a position is not vacant and the employee is interested in the position, then the employee should contact the Personnel Department in person or by telephone and request that a Notification Card be completed for the position. The employee should inform the Personnel Department that they

are a current City employee. The Notification Card will be mailed to the employee when the vacancy is posted. It is the responsibility of the employee to notify the Personnel Department of any change of address in order for the Personnel Department to update the Notification Card. A Notification Card should be completed for each position the employee is interested in applying for. When the employee receives the notification card in the U.S. Mail, the employee should *immediately* file an application for the position with the Personnel Department. The Notification Card is retained for one (1) year.

**SECTION 3:** The City reserves the right, on a case-by-case basis, to either post vacancies as they occur or to establish an eligibility list. In the event the City decides to establish an eligibility list for a particular position, it will post that position for up to three (3) weeks. In the event an employee declines to accept an offer of a particular position, he or she will not be removed from the list. The City may discontinue an eligibility list at any time, in which event future vacancies will be filled through the above job announcement procedures.

## **ARTICLE 27**

### **PROBATION**

**SECTION 1:** The probationary period shall be regarded as an integral part of the employment process. It shall be utilized for closely observing the employee's work and for securing the most effective adjustment of the new employee to his or her position, and for "separating" employees whose performance does not meet the required standards.

**SECTION 2:** The standard probationary period for all new employees will be nine (9) months of continuous employment from the date that the employee begins working as a paid full-time employee of the City. Upon the expiration of this time period, the Personnel Director shall either: (1) approve in writing, retention of the employee, at which time the employee shall be granted permanent status or (2) extend the employee's probationary period for an additional three (3) months. In the event the Personnel Director shall fail to approve retention or extend probation in writing or shall fail to approve retention in writing at the completion of an extended probationary period, the employee shall automatically be separated from employment with the City, said separation being absolutely final, with no rights of appeal to any authority including the grievance/arbitration procedure contained herein. For employees working in departments where the department director is a Charter Officer these discretionary determinations will be made by the applicable Charter Officer.

**SECTION 3:** During an employee's probationary period he or she serves at the will and pleasure of the City. Accordingly, no probationary employee may grieve or otherwise challenge any decision involving discipline, layoff or discharge (for whatever reason). Probationary employees may otherwise utilize the grievance/arbitration procedure contained in this *Agreement*.

**SECTION 4:** In the event a permanent employee receives a promotion from a lower to a higher bargaining unit position, that employee shall serve a probationary period of six (6) months (of continuous employment) from the date of promotion. Upon the expiration of said time period, the Personnel Director shall approve, in writing, retention of the employee in the position to which he or she was promoted. In the event

the Personnel Director fails to approve retention in writing, the employee shall automatically revert to his or her former classification without loss of rights or benefits, from which he or she has been promoted. For employees working in departments where the department director is a Charter Officer, these discretionary determinations will be made by the applicable Charter Officer. Such reversion may be appealed through the grievance/arbitration procedure contained in this *Agreement*. However, the Arbitrator cannot reverse or modify the City's action unless he or she determines that the City acted arbitrarily and capriciously.

**SECTION 5:** In the event a probationary employee receives a promotion, his or her probationary period in the new position will be nine (9) months.

**SECTION 6:** Substitute, temporary, seasonal and part-time employees all serve at the will and pleasure of the City. Thus, the City may separate them from employment whenever it is deemed appropriate, said employees having no right of appeal to any authority, including the grievance/arbitration procedures contained in this *Agreement*.

**SECTION 7:** An employee's probationary period shall be suspended during any period of worker's compensation leave. Upon the employee's return to work, the probationary period shall be resumed so that the entire appropriate probationary period will be actually worked.

## **ARTICLE 28**

### **ON-THE-JOB INJURY**

**SECTION 1:** When an employee covered by this *Agreement* sustains an on-the-job injury which is determined to be compensable under the provisions of the *Workers' Compensation Act*, he or she shall be entitled to full pay less any benefits received under the *Workers' Compensation Act* for up to the first two (2) months following the first date of lost time as a result of such on-the-job injury; provided, however, that in the sole discretion of the Personnel Director the same time period may be extended up to an additional three (3) calendar months. In addition to the foregoing, an employee's paid leave may be extended for an indefinite period, in the sole discretion of the Personnel Director if he or she determines that such extension is in the best interest of the City and the employee concerned. To be eligible for any extensions, the employee must, if directed by the Personnel Director, submit an application for disability retirement to the Pension Board and/or submit to a physical examination by a physician authorized by the City to determine the approximate length of time necessary to return to duty. The Personnel Director may, in his sole discretion, at any time during the extension, terminate such extension if he or she determines that the extension is no longer in the best interest of the City and the employee concerned. In that event, the employee, in the sole and exclusive discretion of the Personnel Director may either be placed on unpaid leave status (after the employee is allowed to exhaust all accrued leave) or separated from employment. When the City ends an employee's supplemental pay under this Article an employee will no longer accrue sick, annual, holiday leave or any other similar benefits under this *Agreement*.

In the event a grievance arises relating to the discretionary provisions of the Article, the parties agree that an arbitrator cannot reverse or modify the City's decisions unless he or she finds that the City acted both arbitrarily and capriciously.

**SECTION 2:** When so directed by the City, an employee out of work due to an on-the-job injury shall present himself or herself for a medical examination. The City will bear the full expense of said examination. The failure of such employee to present

himself or herself for an examination as directed will operate to automatically terminate any payments under this Article.

**SECTION 3:** Whenever an employee out of work due to an on-the-job injury becomes physically able to perform some useful light duty work for the City, he or she may be required to do so as a condition to receiving the benefits specified in Section 1 above.

**SECTION 4:** The employee will not be entitled to the difference between his or her full pay and workers' compensation benefits when it is determined by the City that the "disability" was covered by the employee's negligence or willful misconduct and/or drug or alcohol use. The City's decision(s) will be subject to the contractual grievance/arbitration procedure.

## **ARTICLE 29**

### **TUITION REFUND PROGRAM**

**SECTION 1:** All full-time employees who have completed one full year of City service and received a “Satisfactory” or better Employee Performance Evaluation prior to the beginning of the course(s) are eligible to apply for tuition reimbursement.

Guidelines for establishing course work are as follows:

- (a) All basic core courses, as required by the community college, college, or university will be approved for all eligible employees.
- (b) Life experience credit will not be approved for tuition refund.
- (c) Degree programs which relate directly to the employee’s current position will be approved. Once degree approval is granted all courses specifically required will be approved.
- (d) For those employees who have been approved for a degree program, all general educational courses specifically required by the school will be approved.
- (e) All other course work will be considered on a course by course determination.
- (f) Employees receiving financial aid and/or scholarship and/or tuition assistance or reimbursement from any other source (e.g., under any private, State or Federal government programs) are eligible for this Refund Program, but only for the difference, if any, between what is paid by the other source and the remaining balance of the tuition that fits the criteria of this Refund Program.

**SECTION 2:** Any course given by a recognized educational institution, which is directly related to an employee’s current position or related higher position and shall improve performance in the current position and/or assist in the preparation for promotion shall constitute approved course work. Application for approval of tuition refund must be made and approved prior to the enrollment in the course(s). The application form should be submitted to the Personnel Department at least three weeks before the course begins. Each application will be reviewed by the Tuition Refund

Committee to determine whether the coursework is eligible. The Tuition Refund Committee shall consist of a member appointed by the Personnel Director, a member appointed by the Union and they shall elect a third individual not covered by this *Agreement*.

**SECTION 3:** Employees must pay tuition costs directly to the educational institution. Upon completion of the approved course(s), the employee shall present a receipt for tuition costs plus a copy of their grade report to the Personnel Department. Reimbursement will be for tuition costs only. Up to \$250.00 per semester to pay for books and/or laboratory fees may be reimbursed. In addition, the City will only pay an amount equivalent to the tuition charge by a State Community College, College or University. The reimbursement procedure will consist of the following: 100% reimbursement when a grade of "A" or "B" is earned, and 50% reimbursement when a grade of "C" is earned. If the institution only gives credit or no credit, a credit or no credit will be accepted as satisfactory completion and equal to a grade of "C". For reimbursement purposes, an employee will be limited to two courses per semester or quarter.

**SECTION 4:** An employee will be expected to remain with the City for at least one (1) year following completion of course(s) for which he or she received a refund. If the employee resigns, retires, or is terminated within the one (1) year period, he or she shall reimburse the City for tuition refund benefits applicable to course(s) completed during this period. Reimbursements shall be payroll deducted from the employee's final paycheck.

## **ARTICLE 30**

### **DRUG AND ALCOHOL TESTING**

**SECTION 1:** The City and the Union recognize that employee substance and alcohol abuse has an adverse impact on City government, the image of City employees, the general health, welfare and safety of employees, and to the general public at large. Therefore, it is in the best interest of the parties to negotiate over the subject of drug and alcohol testing.

**SECTION 2:** Using, selling, possessing or being under the influence of drugs or controlled substances is prohibited. "Under the influence" as used in this Article shall be defined as those amounts of drugs, alcohol or controlled substances which are specified within this Article and/or for which there are state statutory standards. Employees are further prohibited from consuming alcohol on duty, including during their lunch hour or work breaks. Employees are further prohibited from consuming alcohol and/or abusing alcohol off duty to the extent that such use and/or abuse tends to have an effect upon the performance of their job functions.

**SECTION 3:** No member of the bargaining unit shall be subjected to random testing for drug, alcohol or illegal substances unless the City is permitted to perform random tests by state or federal law and/or state or federal regulations. Other than random testing, the City shall apply the reasonable suspicion standard in ordering testing for drugs, alcohol or illegal substances.

**SECTION 4:** Testing for drugs or illegal substances shall be done through a blood and/or urine analysis at the City's discretion. Testing for alcohol will be done through a blood analysis or through an intoxalyzer. Blood samples shall be taken to test for alcohol and/or drugs or other substances where it is generally accepted by medical and/or toxicological experts that testing for such substance is insufficiently accurate through urine samples or where testing of the substance through blood samples provides substantially greater accuracy. Urine samples shall be collected under supervision of the medical laboratory personnel in the following manner:

1. Urine sample collection will be unwitnessed unless there is a reason to believe that a particular individual may alter or substitute the specimen to be provided.
2. Employees may inspect the container to be utilized for collection of the urine sample and may request a substitute container.
3. Employees may observe the labeling, sealing and packaging for routing of their urine samples by laboratory personnel.
4. The laboratory shall maintain a record of the "chain of custody" or urine specimens.

In the event a urine specimen is tested as positive under the drug testing screen, as specified below, a portion of that sample shall be subjected to gas chromatography/mass spectrophotometry [GC/MS] testing. If the GC/MS confirmation test also is positive, the employee may request a portion of the urine sample to be supplied to a qualified laboratory for independent analysis, the cost of which will be paid by the employee.

**SECTION 5:** Drugs, their metabolites, alcohol and other substances for which the City will screen an employee's urine and/or blood sample include, but are not limited to the following: alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites (benzoylecgonine), marijuana metabolites (delta-9-tetrahydrocannabinol-9-carboxylic acid), methaqualone, opiates, phencyclidine, and propoxyphene. All testing shall be done by a qualified laboratory with expertise in toxicology testing and methodology. All positive test results shall be evaluated by a certified toxicologist. All samples which test positive on a screening test shall be confirmed by gas chromatography/mass spectrophotometry ["GC/MS"]. Employees shall be required to document their legal drug and/or substance use, as defined above, within twenty-four (24) hours of their initial drug screening test. Test results shall be treated with the same confidentiality as other medical records. The standards to be used for employee drug testing are as follows:

## **DRUG TESTING STANDARDS**

<u><b>Drug/Metabolite Test</b></u>	<u><b>Screening Test</b></u>	<u><b>Confirmation</b></u>
Amphetamines	1000 ng/mL	500 ng/mL
Barbiturates	300 ng/mL	150 ng/mL
Benzodiazepines	300 ng/mL	150 ng/mL
Cocaine	300 ng/mL	150 ng/mL
Marijuana	50 ng/mL	15 ng/mL
Methaqualone	300 ng/mL	150 ng/mL
Opiates	300 ng/mL	300 ng/mL
Phencyclidine	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	150 ng/mL
Methadone	300 ng/mL	150 ng/mL

An employee will be considered to test positive for alcohol at the level equal to or exceeding 0.04g%.

Other drugs and substances may be tested for by the City in its discretion. In the event, they will be tested at levels according to generally accepted toxicology standards.

**SECTION 6:** Each employee shall have the right to challenge the City's adherence to the contractual requirements of drug testing set forth herein in the same manner that the employee may grieve any managerial decision.

**SECTION 7:** The City, in its discretion, may discipline an employee for drug and/or alcohol use/abuse and/or the City may choose to rehabilitate the employee. It is recognized that the City must make its determination as to whether to discipline and/or attempt to rehabilitate an individual who tests positive for being under the influence of alcohol, drugs or illegal substances on a case-by-case basis. If the Union believes the City has acted arbitrarily and capriciously in its determination of whether to recommend rehabilitation of an employee, the Union may grieve the City's decision. In the event the City chooses to rehabilitate an employee, the City may place the employee in administrative leave without pay during their period of rehabilitation. An employee who fails to complete the entire rehabilitation program, including follow-up care, may be immediately terminated. Also, in the event the City elects to rehabilitate an employee,

the City is only obligated to offer rehabilitation to an employee one time and future “relapses” may be dealt with by immediate termination.

**SECTION 8:** It is recognized that technology may, from time to time, improve the type and/or testing methods available for drug and/or alcohol testing. In that event, the City may change its testing methods or procedures and the Union may challenge said change through the grievance procedure if it believes the City acted arbitrarily or capriciously.

**SECTION 9:** An employee who refuses drug or alcohol testing may be subject to disciplinary action up to and including termination.

**SECTION 10:** The parties acknowledge that the City has a Drug Free and Alcohol Free Workplace Policy. In the event of a conflict between the Policy and this *Agreement*, the terms of the *Agreement* will prevail.

## **ARTICLE 31**

### **RETIREMENT**

**SECTION 1:** Except as provided for below, the City will maintain the existing pension ordinance provisions regarding benefits and contributions for bargaining unit employees for the duration of this *Agreement*.

**SECTION 2:** The City shall amend the General Employees' Retirement Plan, effective on the date this 2008-2011 Agreement is ratified, for all employees hired before October 1, 2009 to provide:

- (A) **Employee Contribution and Cost Sharing:** The City agrees to maintain the current member contribution at 9.51%, notwithstanding the current cost-sharing provisions found in Section 11-26, for the term of this Agreement (including any time periods after contract expiration, but prior to a successor agreement becoming effective). Thereafter, the member contribution shall be subject to adjustment in accordance with the cost-sharing provisions found in Section 11-26 of the plan.

**SECTION 3:** The City shall amend the General Employees' Retirement Plan for all current and future employees, effective on October 1, 2009, as follows:

- (A) **Deferred Retirement Option Program:** For employees entering the Deferred Retirement Option Program (DROP) on or after October 1, 2009, during the member's participation in the DROP, the member's monthly retirement benefits will accrue in or be paid into the DROP account and will earn interest at a rate equal to four percent (4%) per year, compounded annually.
- (B) **Buy-Back of Intervening Government Service:** Change the buy-back provisions found in Section 11-38 (b) of the General Employees' Retirement Plan, which pertains to employees who terminate City employment and receive a refund of their member contributions; are employed by another government; and are later re-employed by the City; to revise the payment due for buying back "intervening government service" to an amount equal to the applicable member contribution rate in

effect for each year of intervening government service (up to a maximum of five years), or fraction thereof, including any cost sharing amount, based on the member's annual salary rate at the time of re-employment, together with interest at the board's assumed rate of investment return for the period from the date of re-employment to the date of repayment.

**SECTION 4:** The City shall amend the General Employees' Retirement Plan for employees hired on or after October 1, 2009 to provide:

- (A) **Vesting:** An employee will vest upon completion of six (6) years of full-time contributing employment with the City.
- (B) **Normal Retirement:** The normal retirement age shall be age sixty-two (62) or older with six (6) years of creditable service.
- (C) **Normal Retirement Benefits:** Upon reaching an employee's normal retirement date, an employee who has attained a vested interest in the plan is entitled to a retirement benefit of two and one-half percent (2.5%) of average final compensation for each year of creditable service, with a maximum benefit cap of eighty (80%) percent.
- (D) **Early Retirement:** An employee may elect an early retirement benefit upon reaching age fifty-seven (57) with six (6) years of creditable service.
- (E) **Employee Contributions:** For employees hired on or after October 1, 2009, the member contribution shall be eight (8%) percent of salary for the term of this Agreement (including any time periods after contract expiration, but prior to a successor agreement becoming effective). Thereafter, the member contribution shall be subject to adjustment in accordance with the cost-sharing provisions found in Section 11-26 of the plan.

**SECTION 5:** It is expressly agreed that no provision of this Collective Bargaining Agreement shall be implemented unless and until, within the deadline set forth below, the General Employees' Pension Board executes the agreement attached to this *Agreement* as Appendix A, which must occur no later than thirty (30) calendar days following ratification of this Collective Bargaining Agreement by the Union. In the event the Pension Board fails to execute the attached agreement, within that thirty (30)

calendar day deadline, this Collective Bargaining Agreement shall be null and void, ab initio, in its entirety.

**SECTION 6:** In order to be eligible for each of the above-noted pension benefits, the employee must be actively employed on the effective date of the benefit and must thereafter retire or enter DROP, except as otherwise provided above.

## **ARTICLE 32**

### **LEAVE OF ABSENCE WITHOUT PAY**

**SECTION 1:** Leaves of absence without pay for a period not to exceed one hundred twenty (120) calendar days may be granted to an employee for any reasonable purpose by the Personnel Director. Such leaves may be renewed or extended for a period not to exceed sixty (60) calendar days, if requested and approved in writing. An employee will not be eligible for a leave of absence during his or her probationary period.

**SECTION 2:** Any employee may, upon request, be granted a leave of absence without pay of up to six (6) months by the Personnel Director for the purpose of attending an accredited educational institution when such leave and education is related to the employee's employment. The denial of a leave of absence under this section shall not be grievable. However, the decision to deny a leave of absence under this Article shall not be made arbitrarily or capriciously. An employee will not be eligible for an educational leave of absence during his or her probationary period.

**SECTION 3:** No employee who is granted a leave of absence (with or without pay) may engage in work for profit during said leave without the express permission of the City Manager. Employees on unpaid leave status shall not earn or accrue any benefits or seniority during the period of said unpaid leave.

**SECTION 4:** Employees who serve in the Florida National Guard, the Naval Militia, or members of other Reserve components of the Armed Forces of the United States shall be entitled to a leave of absence from their respective duties without loss of pay for such time as they are in military service or field training, for a period not to exceed seventeen (17) consecutive calendar days in any fiscal year. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such required duty. Such order or statement must accompany the formal request for military leave.

**SECTION 5:** Any unpaid leave of absence of thirty (30) consecutive calendar days or more will toll an employee's continuous service and thus cause an adjustment to the employee's anniversary date.

**SECTION 6:** Unpaid leave or a leave of absence without pay may be granted only after an employee has exhausted his or her annual leave, Floating Holidays and compensatory time accruals. In addition, in cases of sickness, mental or physical disability, the employee must exhaust his or her sick leave accruals.

**SECTION 7:** Once an employee is on unpaid status in excess of one (1) full pay period the employee is responsible for the entire cost of his or her health insurance (including what would otherwise be the City's portion) and must make monthly payments to the Risk Management Division.

**SECTION 8:** Any time without pay for ten (10) working days or less is considered unpaid leave and does not need the approval of the Personnel Director

**SECTION 9:** Employees are eligible for a leave of absence without pay if they have worked for the City for at least one (1) year.

**SECTION 10:** An employee covered by this *Agreement* who is promoted into an exempt position such as a Supervisor/Professional or Executive/Management position may take a leave of absence to enter the exempt service. Leaves of absence to enter the exempt service if requested by the employee and approved by the City Manager shall be up to one (1) year. If the exempt position is eliminated or the employee's performance is not satisfactory in the exempt position during that year, then the employee can return to the bargaining unit in accordance with Article 16 (Layoff and Recall) of this *Agreement*.

## **ARTICLE 33**

### **SAFETY**

**SECTION 1:** All employees who are required to drive a vehicle as part of their job duties may be required to submit to an annual fitness for duty examination conducted by a City authorized physician. The City will determine the contents of that examination. The City will provide first aid kits in all City vehicles that are regularly assigned bargaining unit employees.

**SECTION 2:** All employees who operate City vehicles are required to immediately notify their supervisor if their driving privileges are suspended. An employee who fails to notify their supervisor of suspended driving privileges and continues to operate a City vehicle will be subject to disciplinary action including up to termination.

**SECTION 3:** The City will provide access to an Employee Assistance Program (EAP) for employees in the job classifications of Dispatchers and Public Service Aides.

## **ARTICLE 34**

### **AMERICANS WITH DISABILITIES ACT (ADA)**

**SECTION 1:** The City and the Union agree that they are both covered under the ADA and that they will comply with the provisions of the ADA.

**SECTION 2:** Whenever a bargaining unit member advises the City or the Union that action needs to be taken by either party to comply with obligations arising under the ADA, the party so informed will -- if and to the extent permitted by law -- have the affected employee make the necessary disclosures to the other party. Then, the City, the Union and the affected employee will meet in order to attempt to resolve the employee's claims.

## **ARTICLE 35**

### **SAFE DRIVING AWARD**

**SECTION 1:** In cases where unit members of the below listed classifications, who are *regularly* assigned to drive a City vehicle as part of his or her job duties and are not involved in a chargeable accident, as determined by the department director and the Safety Officer, and who, while driving a City vehicle, do not receive any traffic citations and do not violate any policy, rules or regulations related to vehicle safety or safe driving, occurring within a thirty-six (36) month period, the City agrees to increase the employee's annual leave (for the year in which the 36th month falls) by eight (8) hours. No time period will be pro-rated for the purpose of this Article. For employees who are involved in a chargeable accident, receive a traffic citation, or receive a disciplinary action for violating a policy rule or regulation related to vehicle safety or safe driving during a particular fiscal year, they will begin their next thirty-six (36) month cycle the next October 1st following the chargeable accident, traffic citation or disciplinary action. Any bargaining unit employee who is entitled to receive this Safe Driving Award must immediately report his/her receipt of a traffic citation to his/her supervisor. Failure to immediately report the receipt of a traffic citation, while driving a City vehicle, may result in disciplinary action. Employees hired after October 1st must wait until the following October 1st in order to begin accumulating their time for the purposes of participation in this incentive. After the City adds these additional hours, they will be reflected on the employee's pay stub under annual leave. This section is limited to vehicles normally driven on a dedicated highway and which exceed 50 h.p. If an employee is issued a traffic citation, but the employee files an appeal and is found "not guilty" by the court, then the employee may still be eligible for the Safe Driving Award. However, the parties agree that the court's finding must be "not guilty" and that any other finding by the court (including, but not limited to, no contest, nolo-contendere, continued without a finding, etc) will result in loss of eligibility for this benefit.

## **CLASSIFICATIONS**

Air Condition Technician  
Building Inspector  
Bus Driver I  
Bus Driver II  
Canal Maintenance Operator  
Chief Building Inspector  
Chief Electrical Inspector  
Chief Engineering Inspector  
Chief Mechanical Inspector  
Chief Plumbing Inspector  
Code Enforcement Officer  
Code Enforcement Officer (Landscape)  
Code Enforcement Officer (Solid Waste)  
Driver/Messenger  
Irrigation Technician  
Electrical/Heavy Maintenance Section Chief  
Electrical Inspector  
Engineering Inspector  
Equipment Operator I  
Equipment Operator II  
Evidence Technician  
Field Supervisor  
Gas Equipment Operator  
Gas Serviceperson I  
Gas Serviceperson II  
Gas Serviceperson III  
Gas Systems Supervisor  
I.D. Technician  
Jet Vector Operator  
Maintenance Mechanic

Mechanical Inspector  
Meter Reading Coordinator  
Park Ranger  
Plans Custodian  
Plans Examiner  
Plumbing Inspector  
Public Service Aide  
Public Service Field Representative  
Pump Station Operator Mechanic  
Senior Maintenance Mechanic  
Sprinkler Mechanic  
Telespection Operator  
Transportation Supervisor  
Tree Specialist I  
Utility Electrical Supervisor  
Utility Electrician I  
Utility Electrician II  
Utility Instrument Technician  
Utility Mechanic I  
Utility Mechanic II  
Utility Lift Station Supervisor  
Utility Serviceperson  
Water Distribution Section Chief

## **ARTICLE 36**

### **FAMILY MEDICAL LEAVE**

**SECTION 1:** The Family Medical Leave Act of 1993 (FMLA) requires employers to provide up to 12 weeks of job-protected leave to “eligible” employees for certain family and medical reasons. Employees are eligible if they have worked for the City for at least one (1) year and for at least 1,250 hours of service over the previous 12 months. Employees must contact the Personnel Department to arrange for this type of leave. The required 12 weeks under FMLA will include any paid or unpaid leave taken. The twelve (12) FMLA weeks start with a “rolling” twelve (12) month period measured backward from the date the employee uses any FMLA leave.

**SECTION 2:** **BIRTH OF A CHILD** - Eligible employees (mother or father) may take up to twelve (12) weeks of leave for the birth of a child according to the FMLA. If both parents are employed by the City, a combined total of only twelve (12) weeks is available for the birth of a child. Upon further written request from the employee, the Personnel Director, pursuant to Article 32, may extend the leave (although it will not be FMLA leave) for up to an additional eight (8) weeks. In no case shall the total period of leave exceed twenty (20) weeks. Disabilities resulting from or contributed to by pregnancy, miscarriage, abortion or childbirth shall be treated the same as any other medical disability and may be charged against accrued paid sick leave. Sick leave may not be used for child care purposes. A leave of absence without pay may be granted only after an employee has exhausted his or her floating holidays and annual leave accruals. Eligible employees should contact the Personnel Department to request this leave.

**SECTION 3:** **ADOPTION LEAVE** - Adoption leave for eligible employees will be governed by the regulations of the FMLA. A leave of absence without pay may be granted only after an employee has exhausted his or her floating holidays and annual leave accruals. If an employee is not eligible for coverage under the FMLA, the Personnel Director may grant up to forty (40) hours unpaid leave to a mother or father upon the adoption of a child. If both parents are employed by the City, they may each

be granted up to forty (40) hours. Employees should contact the Personnel Department to request Adoption Leave.

**SECTION 4: CARING FOR A SPOUSE, CHILD OR PARENT** - Leave to care for a spouse, child or parent with a serious medical condition will be governed by the regulations of the FMLA. The employee is required to furnish to the City, a medical certificate from a health care provider, that the employee is needed to care for a spouse, child or parent. For this purpose, all employees may use up to 120 hours of sick leave annually. A leave of absence without pay may be granted only after an employee has exhausted his or her floating holidays and annual leave accruals.

**SECTION 5: AN EMPLOYEE'S SERIOUS HEALTH CONDITION** - Leave requested for an eligible employee's own serious health condition will be governed by the regulations of the FMLA. Upon further written request from the employee, the Personnel Director may extend the leave up to a maximum of one (1) year. Sick leave may be used for the period of time that the employee is unable to work due to the serious health condition. The employee will be required to provide a medical certification from a health care provider, of the employee's inability to perform the essential functions of his or her position. A leave of absence without pay may be granted only after an employee has exhausted his or her floating holidays and available sick leave and annual leave accruals.

**SECTION 6:** Any unpaid leave of absence of thirty (30) consecutive calendar days or more will toll an employee's continuous service and thus cause an adjustment to the employee's anniversary date.

**SECTION 7:** No employee who is granted a leave of absence (with or without pay) may engage in work for profit during said leave without the express permission of the City Manager. Employees on unpaid leave status shall not earn or accrue any benefits or seniority during the period of unpaid leave.

**SECTION 8:** All employees returning to work after medically certified leave must furnish a doctor's note certifying that the employee is medically fit to return to work. Employees who have been on an extended leave (e.g., ten (10) or more working days) must provide the doctor's note at least two (2) business days in advance of the expected

date of return, unless the Personnel Director (or designee), in his/her sole discretion, reduces or waives this requirement.

**SECTION 9:** It is understood and agreed that any misrepresentation made by (or on behalf of) an employee in relation to a request for leave under this Article, or any other leave article in this Agreement, shall be the basis for disciplinary action, up to and including termination of employment.

## **ARTICLE 37**

### **NO STRIKE**

**SECTION 1:** The Union agrees to accept and abide by all the terms and conditions of this *Agreement*. During the term of this *Agreement*, the Union further agrees it will not call, countenance, or encourage any strike as defined below and will not interfere with the efficient management of the City and its individual departments. In the event of any breach of this Article, the Union agrees that the City will have all statutory rights of recourse as provided in Chapter 447, Florida Statutes. The Union acknowledges that any employee who violates this Article and/or who engages in a strike (as defined herein or as determined by PERC or a court) shall be subject to discharge.

**SECTION 2:** Strike, as used in this *Agreement*, shall mean the concerted failure to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work; the concerted submission of resignations (from any unit, assignment or from employment); the concerted abstinence in whole or in part by a group of employees from the full and faithful performance of the duties of employment with the City for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or participating in a deliberate and concerted course of conduct which adversely affects the service of the public employer; the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

**SECTION 3:** Bargaining unit employees shall not engage in any walkout, strike, sit-down, slow-down, or other interference with or interruption of work during the term of this *Agreement*. If any member or group of members of the Union should violate this section, the Union, through its proper officers, will promptly notify the City's Personnel Director, and such member or members of the Union, in writing, of its disapproval and will take immediate steps to effect a resumption of work.

**SECTION 4:** The City recognizes the right of the Union to engage in informational picketing as long as such picketing is done in a lawful manner in accordance with Florida Statutes. The Union agrees that there will be no interference

with the free and unrestricted right of any City employee to enter and leave City property.

**SECTION 5:** The sick, annual and any other accrued leave benefits provided in this Agreement shall not be available to any employee absent from work on any day during any period in which the City or any court or agency of competent jurisdiction has determined that there is reasonable cause to believe that a strike or other form of concerted failure to report to work was or is in progress.

- A. The parties agree that the Personnel Director or designee shall have reasonable cause to believe that a strike or other concerted job action has occurred on any day that twenty percent (20%) of the bargaining unit employees, in any City department that has at least twenty-five (25) budgeted bargaining unit positions, have failed to report for work.
- B. Upon the commencement of proceedings before a court or agency of competent jurisdiction regarding such strike, or other unlawful concerted activity, the processing of any grievances concerning or in any way related to the City's exercise of the right to suspend sick or annual or any other accrued leave shall be stayed pending final resolution of the judicial or administrative proceedings.

**ARTICLE 38**

**TERM OF AGREEMENT**

This *AGREEMENT* shall be in effect after:

1. Approved by a majority of those unit members voting on the question of ratification; and
2. Upon its ratification by an official Ordinance of the City Commission ratifying this *Agreement* and authorizing the Mayor to sign the *Agreement* on behalf of the City; and
3. Upon being signed by the appropriate Union representatives and the Mayor of the City of Sunrise.
4. No bargaining unit member who left the City's employ prior to the date of ratification of this *Agreement* by both parties will be eligible for any wages or benefits under this *Agreement*.

This *AGREEMENT* shall remain in full force and effect until September 30, 2011. If a new contract is not ratified by September 30, 2011, the current *Agreement* will remain in effect pending the resolution of a new agreement.

FRATERNAL ORDER OF POLICE  
SUNRISE LODGE 80A

CITY OF SUNRISE

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
MAYOR ROGER B. WISHNER

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
\_\_\_\_\_  
(UNION NEGOTIATING COMMITTEE)

\_\_\_\_\_  
APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY, STUART R. MICHELSON,  
CITY ATTORNEY

\_\_\_\_\_  
APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY  
PAUL T. RYDER, JR., LABOR COUNSEL

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