AGREEMENT

between

CITY OF CLEARWATER, FLORIDA

and

COMMUNICATIONS WORKERS OF AMERICA, Local 3179

FISCAL YEARS

2023 – 2024
2024 – 2025
2025 – 2026

ARTICLE #	TITLE	PAGE #
	Preamble	**1**
Article 1	**Recognition**	**1**
	Included & Excluded Members	1
	Managerial & Confidential Employees	1
	General Provisions	2
Article 2	**Representatives of Parties**	**2**
Article 3	**Rights of Parties**	**3**
	City's Management Rights	3
	Union Rights	4
	Emergency Conditions	6
	Impact Bargaining	6
Article 4	**No Strike and Other Unlawful Acts**	**7**
Article 5	**Labor/Management Cooperation**	**7**
Article 6	**Grievance Procedure**	**8**
	Definition	8
	Steps	9
	Arbitration	10
Article 7	**Personnel Practices**	**12**
	Regular Work Hours	12
	Appointments & Promotions	14
	Probationary Periods	16
	Health & Safety	18
	Paycheck Issuance	19
Article 8	**Leaves of Absence**	**20**
	Designated Holidays	20
	Floating Holidays	21
	Vacation	23
	Sick Leave	24
	Funeral Leave	29
	Line-of-Duty Injury	31
	Military Leave	31
	Jury Duty and Court Time	32
	Administrative Leave	33
	Leaves of Absence Without Pay	33
	Other Time Off	34
	Union Time	35
	Child Care Leave	35
	Light Duty & Return to Work	36
	Vacation Buyback	36

ARTICLE #	TITLE	PAGE #
Article 9	**Wages & Compensation**	**37**
	Salary	37
	Overtime	39
	Standby & Recall	40
	Shift Differential	41
	Acting Pay	41
	Training Differential	41
	Leadworker Pay	41
	Assignment Pay Differential	42
	Uniforms & Rain Gear	42
	Certification Pay	43
	Replacement & Repair of Tools/ASE Certifications	45
	Training and Career Development	45
	Travel and Mileage	45
	Commercial Driver's License	45
	Parking	46
	Tuition Reimbursement	46
Article 10	**Insurance**	**46**
Article 11	**Performance & Discipline**	**47**
Article 12	**Drug & Alcohol Policy**	**47**
Article 13	**Retirement**	**48**
Article 14	**Seniority, Layoff, and Recall**	**49**
	Seniority	49
	Layoff	50
Article 15	**Duration, Modification, & Termination**	**51**
Appendix A	**Alphabetical Listing of Represented Classifications**	**i**
Appendix B	**Pay Range Tables**	**vi**

PREAMBLE

The CITY OF CLEARWATER, FLORIDA, hereinafter referred to as the "City", and COMMUNICATIONS WORKERS OF AMERICA LOCAL 3179, hereinafter referred to as the "Union", (PERC Certification Number 170), recognizing that the welfare and the best interest of the City of Clearwater will be served by procedures which provide for an orderly method for the City and the Union to bargain in good faith matters of common interest, do hereby agree as follows:

ARTICLE 1
RECOGNITION

The City recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment for employees of the City of Clearwater, Florida, who are members of the unit as herein defined:

Included: Nonprofessional employees of the City of Clearwater (See Appendix for listing of included job classifications).

Excluded: Department Heads; Division Heads; Managerial and Confidential Employees within the meaning of Section 447.203 (4, 5), Florida Statutes; all Professional Employees within the meaning of Section 447.203 (13), Florida Statutes; and all other employees of the City of Clearwater not specifically included.

Section 1. Managerial Employees

"Managerial Employees" as defined in Section 447.203 (4), Florida Statutes, are employees who have authority in the interest of the public employer, City of Clearwater, to formulate policy or are reasonably required to assist directly in the preparation for and the conduct of collective bargaining, or have a major role in the administration of agreements resulting in collective bargaining, or have a significant role in personnel administration or employee relations and in the preparation and administration of budgets and said roles are not of a routine, clerical or administrative nature and require the exercise of independent judgment. Historically, these job classifications have been treated as managerial within the foregoing criteria.

Section 2. Confidential Employees

"Confidential Employees" as defined in Section 447.203 (5), Florida Statutes, are employees who act in a confidential capacity to assist or aid managerial employees as set forth above and as defined in the Florida Statutes; specifically said employees have access to and assist in the preparation for collective bargaining, budget, and all have access to information dealing with the administration of this contract, including the handling of grievances under the grievance procedure as set forth herein.

Section 3. General Provisions

This Agreement shall be governed and construed according to the Constitution and Laws of the State of Florida. Accordingly, if any provisions of this Agreement or any application of this Agreement to any employee covered hereby shall be found contrary to law, such provisions or applications shall have effect only to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

No change, rescission, alteration or modification of this Agreement, in whole or in part, shall be valid unless the same is ratified by the City and the Union and endorsed in writing.

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed, even though such subjects or matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement. This Agreement contains the entire contract, understanding, undertaking and agreement of the parties hereto and finally determines and settles all matters of collective bargaining for and during its term except as may be specifically otherwise provided herein.

Section 4. A City or Department rule, regulation, policy or procedure now in existence in conflict with this Agreement shall be resolved by modification of such rule, regulation, policy or procedure to be compatible with this Agreement.

Section 5. The parties agree to bargain proposed changes in the City's Civil Service Rules that deal with mandatory subjects of collective bargaining and any impact these changes may have on bargaining unit members.

ARTICLE 2
REPRESENTATIVES OF PARTIES

The City agrees that during the term of this Agreement it will deal only with the authorized representatives of the Union in matters requiring the mutual consent or other official action called for by this Agreement. The Union agrees to notify the City in writing of the name of such authorized representatives. Written notice of the replacement of authorized Union representatives shall also be provided to the City Manager, and the City shall not recognize the designated replacement representatives until 24 hours after having received such written notice.

The Union agrees that during the term of this Agreement it will deal only with the authorized representatives of the City, to wit: the City Manager or his/her designees.

ARTICLE 3
RIGHTS OF PARTIES

Section 1. Employees in the bargaining unit shall have the right to form, join, and participate in, or to refrain from joining, forming, or participating in the Union. Neither the City nor the Union will discriminate against any employees in regard thereto.

Section 2. The City and the Union will not discriminate against employees in the unit because of race, color, sex, age, national origin, disability, religion, marital status, or membership or non-membership in a union; provided, however, that this will not prohibit the City from establishing bona fide occupational qualifications or taking other such actions as permitted by law. If a charge of discrimination by an employee against the City, its officers, or representatives is filed with any appropriate agency having jurisdiction of such charge, said employee or the Union will not file or pursue a grievance under Article 6 of this Agreement. If a grievance is pending at the time such a charge is filed, it shall be considered withdrawn.

Section 3. It is understood that the provisions of this Article embrace all rights of employees covered by all federal, state, county and city laws and regulations.

Section 4. **City's Management Rights**

The City reserves, retains, and is vested with exclusively, all rights of management which have not been expressly abridged by specific provisions of this Agreement. The exclusive rights of management include, but are not limited to, the following:

A. to manage the City generally and to determine the issues of policy;

B. to determine the facts which are the basis of management decisions;

C. to determine the necessity or organization of any service or activity conducted by the City and to expand or diminish services;

D. to determine the nature, manner, means, and technology, and extent of services to be provided to the public;

E. to determine methods of financing and budgeting;

F. to determine the types of equipment and technology to be used;

G. to determine and/or change the facilities, methods, technology, means and size of the workforce by which the City operations are to be conducted;

H. to determine and change the number of locations, relocations, and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City in accordance with the practices followed prior to this Agreement;

I. to assign work to and schedule employees in accordance with requirements as determined by the City, and to establish and change work schedules and assignments;

J. to relieve employees from duties for lack of work, lack of funds or any other non-disciplinary reasons;

K. to discharge, suspend, demote, or otherwise discipline employees for just cause;

L. to determine job classifications and to create, modify or discontinue jobs;

M. to hire, transfer, promote, and demote employees;

N. to determine policies, procedures, and standards for selection and training;

O. to establish productivity programs and employee performance standards including, but not limited to, quality and quantity standards and to require that such standards be followed;

P. to maintain order and efficiency in its facilities and operations;

Q. to establish and promulgate and/or modify rules and regulations and standard operating procedures;

R. to otherwise take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services;

Section 5. Union Rights

A. The Union shall be responsible for the collection and the record keeping of all dues taken from the bargaining unit. The City shall not be responsible for the collection or record keeping of all dues taken from the bargaining unit.

Nothing contained herein shall require the City to deduct from a salary or be otherwise involved in the collection of Union fines, penalties or special assessments.

B. The Union shall have access to City conference rooms and other similar building facilities, if available, for meetings of the Union in the same manner as the general public. However, the Union shall have access to available facilities, without charge, for meetings to ratify this Agreement.

C. The Union shall be entitled to use four square feet of a designated bulletin board in each City building or facility where the City maintains an employee bulletin board; provided said bulletin boards shall be used for posting Union notices only and shall not be used for the purpose of soliciting membership.

D. All permissible notices shall be signed by a duly recognized officer of the Union and may be delivered through the City's departmental interoffice mail system. The City agrees to accept from the Union, review for appropriateness, and forward permissible notices via e-

mail to a list of work sites and designated bargaining unit members as approved in advance by the City. The City reserves the right to discontinue the use of e-mail for such purpose at any time if the City determines that the approved and forwarded e-mail is not used for the intended purpose.

E. The Union President will be provided, on a quarterly basis or upon request, the names, and home addresses, and such other data that is readily available from the City's information database for all current employees of the City who are in the bargaining unit. The Union shall have access to such names and addresses at any time pursuant to public records law, subject to such fees as may be proper in accordance with state law.

F. The Union representatives shall be allowed as defined below time off without loss of pay during their regular shift hours for investigating grievances provided that, in the judgment of the Department or City, the performance of this function by the Union representative shall in no way interrupt the normal functioning of City work assignments. The investigation of grievances by Union representatives shall not be conducted in greater than 2-hour increments per day. The Union agrees to guard against the use of excessive time for such activities which are authorized by this Agreement. The Union representative will provide advance notice to his/her supervision to allow planning arrangements to enable the Union representative time off for investigative activity. When a Union representative desires to contact an employee in the unit who has a complaint, he/she shall first obtain permission from the employee's supervisor. If permission is denied at that particular time, the Union representative will be informed of the reason for the denial. However, the denial of permission shall not be subject to the grievance procedure. The Union representative will notify his/her supervisor upon his/her return to work. The President of the Union, or the designee of the President, shall have the privileges accorded to a Union representative.

G. There shall be an average of one Union steward for each City department or one for each 35 employees in the bargaining unit. No division shall be assigned more than one Union representative unless the Division has more than 35 employees, then one Union steward for each 35 employees or fraction thereof may be assigned.

H. The City shall permit the Union to make a presentation to all new bargaining unit members at the City new employee orientation. Subject matter of the Union presentation and any Union materials to be distributed must be approved by the City Manager or his/her designee.

Section 6. Miscellaneous

A. Shared Cost of Printing Agreement -- The City and the Union each agree to pay one-half of a reasonable cost for printing copies of this Agreement in pocket booklet form for all employees in the unit. If the City is unable to perform the printing or copying internally, the City agrees to include up to three printers of the Union's choice in obtaining quotes for services in accordance with City purchasing guidelines. The City further agrees to utilize the printer of the Union's choice if such printer submits the lowest bid, or provided the Union pays the difference in copying costs between that of the Union's printer and that of the printer submitting the lowest bid.

B. Review of Personnel File -- On reasonable advance notice, employees shall be allowed to review their personnel files.

C. Participation in Charity Drives -- Employees are encouraged to participate in charity drives. However, no employees will be pressured by either party to this Agreement to contribute to any charity.

D. Union Committees -- Certain committees of the Union may be allowed to meet during normal work hours, this time to be subject to approval by the City Manager's office. Such committees and meetings shall not include preparation for bargaining.

E. Use of City Copying Equipment -- Cost to be paid by the Union for printing of Union material in accordance with the established City rate for copies. This material shall be non-controversial in nature and subject to advance review by the City Manager or his/her designee.

Section 7. Emergency Conditions

If in the sole discretion of the City Manager or the Mayor it is determined that civil emergency conditions exist or may exist, including, but not limited to, riots, civil disorders, hurricane conditions, strikes, or similar catastrophes or disorders, this Agreement may be suspended by the City Manager or the Mayor during the time of the declared emergency, provided that wage rates and other direct monetary payments shall not be suspended. Nothing in this Section 7 shall effect the City's Management rights under Article 3, Section 4.

Section 8. Impact Bargaining

The City and Union agree to bargain the impact of the exercise of Management Rights to change wages, hours or terms and conditions of employment of any person covered by this Agreement. The City will notify the Union of any proposal that may affect wages, hours, or terms and conditions of employment prior to implementation. The Union will notify the City in writing, within 30 calendar days, of the specific impact and the intent of the Union to bargain the impact of the change. Failure to notify the City of the specific negotiable impact of a proposed change within the time limit prescribed above shall constitute acceptance of the change on the part of the Union and the City may implement the change at the end of the prescribed time limit. If timely notice is given, the proposal shall not be implemented until resolution is reached. The City and the Union will then negotiate those impacts. In the event of an impasse on said bargaining, the parties agree the Special Magistrate process is waived and the parties will proceed directly to the City of Clearwater Council for final and binding resolution of the issues. The parties may call for a Special Magistrate upon mutual agreement endorsed in writing.

ARTICLE 4
NO STRIKE AND OTHER UNLAWFUL ACTS

Section 1. The parties specifically incorporate herein the provisions of Florida Statutes 447.505, 447.507, and 447.509.

Section 2. In addition to the prohibitions and penalties prescribed in the aforementioned sections of the Florida Statutes, the parties specifically agree that any individual employee engaging in such activity may be immediately terminated in accordance with said Statutes. In addition, liability shall attach to such individual employee as well as the Union if the provisions of this section are violated.

Section 3. Should the Union or any of its employees breach this Article, the City may, in addition to the remedies provided in Chapter 447 of the Florida Statutes, be entitled to obtain a temporary injunction at an ex parte hearing.

ARTICLE 5
LABOR/MANAGEMENT COOPERATION

The Union recognizes and supports the concept of a Labor-Management Committee to address city-wide employee concerns that are not specifically provided for by contract provisions and to improve labor-management communications. Such a committee shall be established, composed of Union and City representatives. Rules and operating procedures of the Committee shall be established and may be changed by mutual agreement of the City and the Union.

The Labor-Management Committee shall not be intended to bypass the grievance procedure. The Committee shall have advisory powers only but may propose standard policies and procedures to be followed city-wide. However, decision making responsibility shall continue to remain with line management of the City and with line officers of the Union. If such recommendations are adopted by the City Manager, they shall not be applied to bargaining unit employees if they are in conflict with the provisions of the CWA contract.

The City agrees that meetings, mutually agreed upon between the Union and the City will be held to discuss problems and objectives of mutual concern. These meetings do not preclude any additional or needed meetings between any management and Union representative.

The City will fund the registration cost only for up to five Union members who are current City employees to attend the Florida Labor Management Conference or a similar labor-management conference or seminar within the state of Florida one time for each year of the Agreement. The expenditures of any such funds made available by the City will require the mutual agreement of the City and the Union.

ARTICLE 6
GRIEVANCE PROCEDURE

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

Section 1. A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement. Grievances may be filed by the City or by an aggrieved employee through the Union. Entrance probationary employees shall not have access to the grievance procedure during the probationary period. Grievances initiated by the City shall always begin in Step 3, as hereinafter provided.

A class-action grievance may be filed by the Union if an action or dispute directly affects more than one bargaining unit employee. A class-action grievance may begin at Step 3.

Section 2. No employee or group of employees may refuse to follow directions pending the outcome of a grievance. Employees in the unit will follow all directives, even if such directives are allegedly in conflict with the provisions of this Agreement. Compliance with such directives will not in any way prejudice the Union and/or employee's right to file a grievance within the time limits contained herein, nor shall compliance affect the ultimate resolution of the grievance.

Section 3. It is recognized and accepted by the Union and the City that the processing of grievances is of utmost importance, and therefore grievances may be processed during employees' normal working hours without loss of wages when the absence of employees or supervisors involved is reasonable and will not, in the judgment of the Department Head or City Manager or City Manager's designee, be detrimental to the work programs of the City. A grievant may be accompanied by a Union representative at any time during the grievance procedure. The City will attempt to accommodate all parties in the processing of grievances.

Section 4. If an employee selects the grievance procedure, as hereinafter set out under this Agreement, it is specifically understood that said employee has exercised his/her option granted by Florida Statutes 447.401 and cannot thereafter process his/her complaint under any Civil Service appeal procedure. Any employee presenting a grievance shall be referred to a Union representative after which the Union will advise whether the grievance is meritorious for processing, and shall be formally processed in accordance with the steps outlined below. When the City is informed by the Union that it is representing an employee in the grievance process, the City shall not deal directly with the employee throughout the process except at the employee's specific written request. The Union shall be afforded the opportunity to be present at the resolution or determination of any grievance involving a bargaining unit member.

Normal working hours shall be 8:00 a.m. to 5:00 p.m. on normal work days which are Monday through Friday, except holidays.

Step 1

Within 15 working days after such alleged violation is known by the grievant, the Union and/or aggrieved employee will present the grievance in writing on the appropriate form to the employee's division head and a copy to the City Manager or his/her designee.

The written grievance at this step, and at all steps thereafter, shall contain the information specified on the grievance forms. Forms will be made available to employees by both parties. Grievances submitted which do not contain the information required on the form shall be returned to the Union and/or employee for completion. The Union and/or employee shall be advised as to why the form is not complete. This shall extend the required time for submittal of the grievance to 5 working days from the time that the grievance is returned to the grievant. Upon acceptance of the grievance, the grievance form may not be amended from the original written grievance at the initial step of the grievance procedure except by mutual agreement of the parties.

The division head will arrange for a meeting with the Union and/or grievant within five working days after receipt of the grievance or failure of the parties to resolve the grievance informally. A grievant may have a Union representative accompany him/her to the meeting with the division head to whom the employee is responsible. Discussions shall be informal for the purpose of settling differences in the simplest and most direct manner. The division head will provide the Union and/or the grievant with a written answer on the grievance within five working days from the date of said meeting.

If the grievance is not resolved at Step 1, the Union and/or grievant, within ten working days, may appeal the grievance to Step 2.

Step 2

If the grievance is appealed to the Department Director, the Department Director or designee will arrange for a meeting with the Union and/or grievant within five working days after receipt of the grievance. A grievant may have a Union representative accompany him/her to the meeting with the Department Director or designee to whom the employee is responsible. Discussion shall be informal for the purpose of settling differences in the simplest and most direct manner. The Department Director or designee will provide the Union and/or grievant with a written answer on the grievance within five working days from the date of said meeting.

If the grievance is not resolved at Step 2, the Union and/or grievant may, within ten working days, appeal the grievance to Step 3.

Step 3

If the grievance is appealed to the City Manager or his/her designee, the City Manager or his/her designee will arrange for a meeting with the Union and/or grievant within 10 working days of receipt of the grievance. Both the City and the Union and/or grievant shall have the right to include in its representation such individuals as they deem necessary to develop pertinent facts. Discussion shall be informal for the purpose of settling differences in the simplest and most direct

manner. Acting for the City, the City Manager or his/her designee shall, within 21 calendar days, provide a written decision to the Union and/or grievant after the hearings have been held. If the Union and/or grievant is not satisfied with the disposition of the grievance at Step 3, the grievance may be submitted to arbitration.

Step 4 – Arbitration

A. Within 60 calendar days from the receipt of the decision of the City Manager or his/her designee for a Union/employee initiated grievance, or failure to resolve a City-initiated grievance as provided in Section 5, Miscellaneous, subparagraph "H" hereof, the party requesting to arbitrate the grievance shall give written notice to the other of intent to arbitrate and shall at the same time request a list of seven arbitrators from the Federal Mediation and Conciliation Service. For Union initiated grievances involving suspension, demotion, or dismissal, the time limit for requesting arbitration shall be 90 calendar days following receipt by the Union of the City Manager or designee's decision. Each party shall have the right to unilaterally reject one list of arbitrators received from FMCS. Thereafter, a list may only be rejected by mutual consent of the parties.

B. Within 10 calendar days after receipt of the list of arbitrators, the Union and the City shall meet and each strike three names there from, with the party presenting the grievance striking the first name and the parties alternating thereafter, the remaining name to designate the arbitrator.

C. As promptly as can be arranged the arbitration hearing shall be held. The arbitrator shall arbitrate solely the issue presented and shall not have the authority to determine any other issues not submitted to him/her. The arbitrator, in rendering his/her decision, shall confine his/her decision to the grievance in question and he/she shall not have the authority to add to, take away from, alter or amend any provision of this Agreement.

D. The decision of the arbitrator, insofar as it is in conformance with paragraph "C" herein above, shall be final and binding on the aggrieved employee, Union, and City.

E. The expense of the arbitrator shall be borne equally by both parties, except that if either side desires a written transcript, such side shall bear the costs thereof. Expenses in connection with attendance of participants and witnesses for any party shall be paid by the party producing such participants and witnesses.

F. Any decision of the arbitrator shall not be retroactive more than 15 working days prior to the date the grievance was submitted. The City will incur no liability for back pay more than 30 days following the arbitration hearing.

Section 5. Miscellaneous

A. The parties will cooperate in the investigation of any grievance, providing all pertinent information as may be requested for the processing of a grievance.

B. No reprisals of any kind shall be taken against any party in interest participating in the

grievance procedure.

C. No record dealing with the processing of a grievance shall become a part of the personnel files of individual employees; however, ultimate records of adverse actions against employees may be included in personnel files.

D. No employee shall be required to discuss a written grievance if a Union representative is not present.

E. In order to prevent the filing of a multiplicity of grievances on the same question of interpretation or compliance where the grievance covers a question common to a number of employees, it shall set forth thereon the names of the persons of the group and the title and specific assignments of the people covered by the group grievance. In such event, the Union and/or one employee shall be designated by the group of employees to act as the grievant.

F. Grievances arising at a step other than Step 1 shall be processed in the same manner except that the grievance will be initiated with the appropriate City Manager or his/her designee rather than with the division head or department head. Grievances relating to suspension or dismissal shall be initiated at Step 3, however the Union shall be required to provide a copy of any such grievance submitted at Step 3 to the employee's department head.

G. It is specifically agreed that employees who claim to have been discharged unjustly shall be subject to the foregoing grievance procedure, and if it is found that an employee has been unjustly discharged, he/she may be returned to work with pay for all time lost; provided that discharge or other disciplinary action taken with respect to any probationary employees is expressly excluded from this paragraph.

H. Where any provision of this Agreement involves responsibility on the part of the Union that, in the view of the City, is not properly being carried out, the City may present the issue to the Union as a grievance. If such grievance cannot be resolved by discussion between the City and the Union on an informal basis, the grievance shall be initiated at Step 3 of this procedure by the City Manager, or his/her designee, and submitted in writing to the Union President. If not resolved within 21 calendar days following receipt by the Union of the written grievance, the City may submit the grievance to arbitration under the provision of this Article.

I. The time limits of a grievance at any level may be extended by mutual written consent of the parties. If a grievant fails to submit or advance a grievance at any step in the process within the prescribed time limit as defined above, the written determination received by the grievant from the respondent at the prior step shall be considered accepted by the grievant, and the grievance shall be considered resolved. If the City fails to respond to a grievant at any step in the process within the prescribed time limit as defined above, the Union may advance the grievance to the next step in the process.

ARTICLE 7
PERSONNEL PRACTICES

Section 1. Regular Work Hours

A. The regularly scheduled work week of the employees in the bargaining unit will be from 12:01 a.m. Saturday to midnight Friday. Employees' hours of work excluding unpaid meal periods will consist of the number of hours set forth opposite the respective job class titles in the Official Pay Plan. Employees must obtain approval from a person of competent authority prior to working any hours outside of their established work schedule, either before their designated starting time or after their designated quitting time or during an unpaid meal period. Employees will only be paid for hours worked and will not be paid for hours scheduled, unless otherwise stated in this Agreement.

B. The City shall determine and notify employees in advance of the days and times of work for their normal work schedules. Regular full-time employees will be provided an unpaid meal period of either thirty (30) minutes or sixty (60) minutes duration as determined by the respective Department Director. The City Manager or his/her designee shall review and determine whether, in situations where the employees' position does not permit the employee to be freed from his/her duties only, the employees shall instead be paid for all scheduled hours and required to take a meal during any period of non-work time during the course of the workday. Such determination will not be changed on a daily basis except when necessary due to operational demands.

The City shall determine at what time applicable employees will be required to take an unpaid meal period. Generally, the meal period will be scheduled in the middle of the work shift. Employees who are not scheduled an unpaid meal period will not be required to take their meal during a 15 minute paid rest period. When employees are required by the City to perform actual job duties during any part of a meal period, they will be compensated in accordance with applicable provisions of the Fair Labor Standards Act and this Agreement for any time worked.

All full-time employees shall be entitled to two 15-minute paid rest periods, one during the first portion of their work shift prior to the meal period and one after the meal period. Full-time employees who work a partial day shall be provided one 15-minute paid rest period for each four hours worked. If employees opt not to utilize such rest periods, the City shall not be deemed to have violated this section. Employees shall not have the right to accrue or otherwise utilize rest periods to alter their work schedule. Paid rest periods must be taken in their entirety and may not be subdivided into shorter increments.

Part-time employees shall be granted meal or rest periods in accordance with the above and based on the number of hours worked each day proportionate to a full-time employee in the same job classification.

Employees assigned to the Police Department Communications Division in the classifications of Police Telecommunicator Trainee, Police Telecommunicator , Senior Police Telecommunicator or Police Telecommunicator Supervisor shall be allowed to

combine their fifteen (15) minute paid rest periods in conjunction with the thirty (30) minute unpaid meal period to provide adequate break for employees while not impeding the dynamic operational needs of the environment. This duration of time should be scheduled during the middle of the shift and may not be used to alter or shorten the work day.

Employees assigned to the Solid Waste Department Operations Division in the classifications of Solid Waste Accounts Coordinator and Solid Waste Operations Supervisor, shall be allowed to combine their fifteen (15) minute paid rest periods in conjunction with the thirty (30) minute unpaid meal period to provide adequate break for employees while not impeding the dynamic operational needs of environment. This duration of time should be scheduled during the middle of the shift and may not be used to alter or shorten the work day.

C. When an employee is required by his/her respective Department Director to attend training or job-related workshops, such time spent in training shall be paid and counted as hours worked toward the calculation of overtime. Meal periods shall not be included as such hours worked. However, if the time spent in training alone is less than the employee's regularly scheduled hours of work for the day, and it is not practical as determined by the employee's department for the employee to report to work before or after the training, the employee will be paid for the number of his/her regularly scheduled hours for the day.

D. The number of days of work in a specific work week for employees in the bargaining unit may vary between four (4), five (5), or six (6) days. Whenever practicable, each employee's regularly scheduled work week will consist of two (2) days off per week, exclusive of overtime, standby, or recall. Each full-time employee and any part-time employee requesting such will be granted at least one (1) day off per week, exclusive of overtime, standby, or recall.

E. An employee's work schedule will not be changed arbitrarily, and the employee will be given reasonable notice consistent with the City's planning of its needs. Forty-eight (48) hours will be deemed reasonable notice. A change in work schedule shall be considered to be a change in the established regular days or hours of work constituting the employee's normal work schedule. The requirement to continue working beyond the normal end of a work shift when directed by competent authority to complete duties, tasks, or work assigned on the same work day shall not constitute a change in the employee's work schedule.

F. Employees may request, and with the prior approval of their respective Department shall be permitted to adjust or "flex" their hours of work within a specific work week. The City may request whether or not employees are interested in voluntarily flexing their work hours. However, the City shall not require employees to flex their work hours solely to avoid the payment of overtime, and shall not discipline employees for electing to not voluntarily flex their work hours. This provision shall not impede the City's ability to adjust employees' work schedules or to assign overtime when operationally necessary in accordance with applicable provisions of this Agreement.

G. Employees are expected to be at their work station and prepared to work at their appointed starting time. Employees will work until released by competent authority and will not leave their work station or locations before their appointed quitting time.

H. Employees will be paid in increments of one-quarter of an hour. Employees will not be docked pay for up to the first seven minutes and fifty-nine seconds after their appointed starting time. Employees will not be paid for periods of work performed in increments of seven minutes and fifty-nine seconds or less. For example, an employee who reports to work seven minutes and fifty-nine seconds after his/her appointed starting time shall be considered tardy, but shall not be docked pay. An employee who works eight minutes or more beyond his/her appointed quitting time shall be eligible to be paid in increments of 1/4 hour for all such time.

Section 2. Appointments & Promotions

A. All appointments to positions in the bargaining unit shall be made on the basis of merit and fitness for the position to be determined as far as practical and possible by competitive examination or other evaluation process under the policies and practices of the Human Resources Department. The City Manager or designee; upon notifying the Union or Union designee, may authorize the placement of a candidate at a rate above the established entry of the salary range not to exceed fifteen percent (15%) for a classification based on the candidate's job related education, training and experience as well as any recruiting or retention issues.

Employees may review their own respective examination or evaluation results upon request. The Union local president or designee (excluding any applicant shall be permitted to review individual examination or evaluation results upon request and take such notes as necessary for the purpose of determining whether to file or pursue a grievance.

B. Announcements for competitive exams or evaluation processes will be provided to each City Department for posting at each appropriate work location at least 10 work days prior to the filing deadline.

C. The City agrees to use to the maximum extent the skills and talents of existing employees in the unit in order to achieve the resulting benefits of higher morale and reduced turnover. In filling positions in the unit, the City will give concurrent consideration to persons in and outside the unit, but all other factors being substantially equal, will fill such positions by selection from eligible candidates in the unit. This shall not preclude the City from giving promotional examinations restricted to City employees.

D. Promotional Lists -- The names of all persons who may be lawfully appointed and who shall have attained a passing grade on any promotional or open competitive examination or evaluation processes shall be placed on the appropriate promotional list.

E. Duration of Eligibility -- All bargaining unit members appearing on appointment eligibility lists shall remain eligible for a period up to six (6) months from the date of the establishing of the member's name on the appropriate list or until a new Eligibility List has been

generated. Bargaining unit members appearing on reemployment eligibility lists shall remain eligible for reemployment for a period up to one (1) year from the date of separation.

F. Removal of Names from Lists -- Names of eligibles shall be removed from appropriate eligible lists by operation of any of the following:

1. Appointment through certification from such list to fill a permanent position.

2. Declination of Appointment: Failure to respond to any inquiry of the Human Resources Department regarding availability for appointment.

3. Separation from the City service of an employee on a promotional list.

4. Disability (in accordance with the Americans with Disabilities Act) that prevents the eligible from performing satisfactorily the duties of the position with or without a reasonable accommodation.

5. Determination by the Human Resources Director that the eligible has been found to lack any of the established qualifications for the position.

G. Types of Appointments -- All vacancies in the bargaining unit shall be filled by appointment from the appropriate eligibility list, as determined by the Hiring Department and the Director of Human Resources. Selection criteria shall be developed by the City and reviewed by the Human Resources Department. Such criteria, including relevant qualifications and seniority as described in Article 14, Section 1, B, shall be noted on the job announcement at the time of its posting. Action plans more than two (2) years beyond successful completion shall not be considered as factors in any appointment decision involving an existing employee. An employee who is not selected for promotion shall be afforded, upon request, a meeting with the respective hiring department and/or Human Resources to be provided an explanation of the selection criteria and the manner in which it was applied, and including a review of areas whereby improvement may make such employee better qualified.

H. Promotions -- Whenever an employee having regular status successfully competes in an open competitive examination and receives an appointment to a class of a higher level, such appointment shall be considered a promotional appointment. A class of a higher level shall be deemed to be one having a higher maximum rate of pay. CWA employees shall receive a 5% increase or brought to the minimum of the pay grade whichever is greater upon promotion. If at the time of promotion an employee is receiving additional compensation other than acting pay, the promotional rate of pay shall be established at the first rate of pay in the pay range of the higher classification that represents an increase of 5% above the employee's overall compensation at the time of promotion. However, under no circumstances will the promotional base rate of pay exceed the established pay range maximum of the higher level classification. No employee will be considered for a promotion while under investigation or on a development plan.

I. Demotions -- An employee may request to be permitted to voluntarily demote to a position at the same or lower level requiring essentially the same or lesser qualifications within a class series or for other classes in which the employee was previously certified. Such employee's name shall be provided to the hiring department along with the certified eligibility list, but shall not establish any entitlement or right of the employee to the vacant position, and it shall be the sole discretion of the hiring department to select such employee. CWA employees who are voluntarily or involuntarily demoted from one classification to a lower level classification shall have their rate of compensation fixed at the rate of pay in the pay range for the lower level classification that represents at least a 5% decrease in pay. An employee who is selected for a voluntary demotion to a position as a trainee in an established Public Utilities apprentice program requiring essentially the same or lesser qualifications within a class series shall be permitted to maintain his/her rate of pay upon appointment to the new classification, but shall be required to fulfill all requirements of the trainee position within any prescribed time limit, or shall be subject to dismissal from employment or the requirement to obtain alternate employment with the City. Such employee shall not receive a promotional pay increase upon completion of the respective requirements for advancement, unless rate of pay falls below the minimum pay for the promotional classification. Employee maintains his/her current annual performance evaluation date in effect at the time of the demotion for determining eligibility for subsequent merit pay increases.

J. Any employee who leaves the apprenticeship program shall be subject to an analysis of rates, at the discretion of the City.

K. Order of Certification -- The Human Resources Director shall determine the order of certifications which may be by test score, alphabetically, by special qualification or as otherwise determined appropriate.

L. Temporary and Emergency Appointments

1. Whenever there is need of an employee for a temporary period, the Human Resources Director shall certify the names of persons on the appropriate eligibility list in accordance with City Civil Service Rules. The acceptance or refusal by an eligible for a Temporary appointment shall not affect his/her standing on the eligible list.

2. When it is impossible or impracticable to fill a position or when an eligibility list does not currently exist for a position classification, the Hiring Department and the Human Resources Director may appoint any qualified person to such position via an Emergency Appointment without competitive evaluation in accordance with City Civil Service Rules and Regulations.

3. The Union shall be provided upon request a list of all current Emergency Appointments.

M. Probationary Periods

1. All persons initially employed, transferred, demoted, or promoted to, or within, the bargaining unit shall have to serve a probationary period. During the probationary

period, management shall observe and review the employee's job performance, attendance, attitude and adherence to Department and City requirements and such other factors as in the City's determination are important factors to consider with respect to continuing the employee in the position.

2. The probationary period shall consist of six (6) consecutive months or the equivalent with the exception of the Police Telecommunicator Trainee/Police Telecommunicator classification in which the probationary period is one (1) year. The City may extend such probationary periods for up to three additional months.

3. Determination that the employee has not successfully completed the probationary period shall be made by the City. The promotional probationary employee who does not successfully complete the probationary period may have his/her probationary period extended for up to three (3) months; or shall have the right to be returned to the employee's former position at any time up to five (5) work days following the completion of the employee's first month probationary performance review if the position is available; or may be re-assigned subsequent to five (5) work days following the completion of the employee's first month probationary performance review to another position at the same or lower level for which the employee is determined to be qualified and with no loss of pay from the employee's position prior to promotion; provided in any case that there is no cause for dismissal. Employees who take advantage of the opportunity to revert to their position held prior to promotion within the requisite time period of up to five (5) work days following the completion of their first month promotional probationary review shall have their annual performance evaluation date returned to the date that was effective prior to the promotion rather than the date of the return to the former position or voluntary demotion. The probationary employee who does not successfully complete the probationary period may have his/her probationary period extended for up to three (3) months, or shall be separated from employment.

4. Time served during a Temporary appointment in the same job class immediately preceding regular employment status shall be credited as time served. Probationary period will start when regular employment status begins.

5. In the event that an employee is for any reason absent from duty for an accumulated period of scheduled work hours equivalent to more than nine work days prior to the completion of the probationary period, all such time off may be used to extend the prescribed probationary period.

6. If a promotional probationary employee has committed a serious infraction which warrants dismissal, then the employee shall be dismissed and not returned to his/her former position.

7. Any newly hired employee who is separated during or at the end of the expiration of the probationary period, or newly promoted employee who is returned to his/her former position, shall have no right of appeal or grievance relating to such action.

8. An employee who has been appointed to another position may voluntarily return to their previous position within six (6) months of the appointment, subject to Department Director approval and the previous position being vacant. This subsection 8 shall not include involuntary appointments.

N. Job Classification Review

An employee, for good and sufficient reasons, may request a review for a change in classification. Such request shall be submitted in writing to the employee's department director first. The department director shall review the request and send it, with his/her recommendation, to the Human Resources Director for review as to its justification. The Human Resources Director shall review the request and recommend to the City Manager or designee the appropriate action. The decision of the City Manager is final and binding.

Section 3. Health & Safety

A. The City and the Union will cooperate in establishing a sub-committee of the Labor/Management Committee with the continued objective of eliminating accident and health hazards. This committee will meet on a regular basis and may make written recommendations to the City regarding unsafe conditions or ideas for City safety. The City will consider written recommendations from the committee and will implement solutions to these conditions where practicable or shall appear before the committee or provide a written response as to why said solutions are not practicable. The committee will not be utilized to determine fault or to reach any conclusion or determination regarding potential disciplinary action.

B. The City will provide any safety equipment and devices for employees engaged in work where such special devices and equipment are necessary and are specifically required by the City. Employees not utilizing safety equipment which is specifically required by, and furnished or paid for by the City, shall be subject to denial of work and/or disciplinary action.

C. Employees will not suffer any position penalty nor be financially responsible for damage to City property occasioned by accident which is not caused by negligence.

D. The City shall continue to maintain a cleanup room with sanitary showers for the use of all employees whose employment presents a threat of disease due to their exposure to unsanitary conditions in those areas where it is currently doing so. If the Union believes that new locations or areas exist which they feel should have cleanup rooms with sanitary showers for use by employees, they shall advise the City at a Labor-Management meeting and the City shall initiate a review of the need.

E. The City agrees to periodically review the availability of discount programs through third parties for employees who wish to purchase safety equipment not required and provided by the City.

F. No employee shall be required to work more than 16 hours in any day, except in an emergency. All employees must be available to report to work at any time before, during, or after any designated emergency. This includes but is not limited to their assigned shift. Employees must be prepared and available to work their entire shift and be prepared to work any overtime hours as may be required under emergency conditions. Every effort will be made to ensure that no employee is required to work more than six (6) consecutive days without receiving twenty-four (24) continuous hours off-duty time. All employees are subject to being called in to work on non-scheduled or non-duty days. Failure to return to work as required may lead to discipline, up to and including termination. Any employee, who has a personal situation which may prevent the required return to work, must receive permission from the Department and Human Resources Director for the expected absence prior to June 1 each year.

G. The City shall provide free access for all bargaining unit members, and family members who are currently enrolled on the City's health insurance plans, to any City recreational facility. Additional fees for programs conducted at such facilities shall be borne by the employee. It is understood by all parties that the decision whether to use such facilities is completely voluntary on the part of the bargaining unit members, and time spent using such facilities shall neither be paid nor will any accidents or injuries incurred while utilizing such facilities be compensable under workers compensation.

Section 4. Paycheck Issuance

All employees are encouraged to enroll in direct deposit. Paychecks will be issued bi-weekly via direct deposit for employees enrolled in direct deposit. Paychecks will be issued bi-weekly via pay card for employees not enrolled in direct deposits.

Section 5. Communications

Employees shall be prohibited from engaging in any form of work-related communication that may be considered compensable during any unpaid hours outside of their scheduled work hours without first obtaining approval from a person of competent authority. This includes the use of City issued cell phones and land-line City work phones, direct-connect communications (push to talk or walkie-talkie), text messaging, radio communications, and the use of a City computer or remote access to the City computer system (including e-mail).

Employees shall not use their personal communications devices for non-emergency communications during work hours except for paid breaks and meal periods. Such personal communications shall be of short duration, conducted in a safe manner, and shall not adversely impact operations. Violation of these provisions shall be considered grounds for discipline.

ARTICLE 8
LEAVES OF ABSENCE

Section 1. Holidays

A. Designated Holidays

The following days shall be observed as designated holidays for regular full-time and part-time employees.

New Year's Day	Labor Day
Martin Luther King Day	Veterans' Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Juneteenth Day	Christmas Day
Independence Day	

Note: Emergency, Temporary, temporary part-time, and other non-regular employees shall not receive holiday pay.

1. Regular part-time employees shall be eligible to receive holiday pay at a prorated amount based on 20% of the weekly average of the employee's annual budgeted hours.

2. When a City designated holiday falls on Saturday, the preceding Friday shall be designated a substitute holiday and observed as the official holiday for the year for non-shift employees. When a City designated holiday falls on Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday for that year for non-shift employees. All designated holiday pay considerations are applicable to the designated holiday.

3. Designated holidays which fall on an employee's regularly scheduled work day shall count as hours actually worked for the purposes of calculating overtime. The City shall not arbitrarily adjust work schedules to preclude a designated holiday from falling on an employee's regularly scheduled work day.

4. Employees who are required to work on a designated holiday shall receive time-and-one-half their regular pay for all hours actually worked on the holiday plus holiday pay at the employees' regular rate of pay.

5. An employee scheduled to work a designated holiday and who, without notice and valid reason therefore, in the judgment of the City, fails to report for such work, shall forfeit holiday pay as well as losing regular pay for the number of hours he/she would have worked.

6. Employees on vacation leave, jury duty, sick leave and other absences from duty but on a regular pay status on the day the designated holiday is observed must use the holiday on the same day that it is observed.

7. In order for an employee to receive holiday pay, the employee must work the regularly scheduled workdays immediately preceding and following the designated holiday, unless the absence has been approved and authorized in writing by the department. Employees who are absent from work in a non-pay status (such as an employee receiving Workers' Compensation who has exhausted the injury benefit and sick leave, leaves of absence without pay, etc.) on either their regularly scheduled work day immediately preceding or immediately following the designated holiday shall not be paid for holidays falling within such periods.

8. If an employee calls in sick in accordance with established notification requirements when scheduled to work on a designated holiday, the employee shall receive holiday pay equivalent to the number of hours the employee is scheduled to work on the holiday and shall not be charged sick leave.

9. **Pay Procedures for Designated Holidays**

a) **Procedure when holiday falls on employee's scheduled work day and employee takes the day off:** Employees receive holiday pay equivalent to the number of hours the employee is scheduled to work on the holiday in addition to pay for all hours worked the remainder of the workweek.

b) **Procedure when holiday falls on employee's scheduled work day and employee works part of the day, works the respective normal full work day, or works overtime beyond the respective normal full work day:** Employees receive holiday pay equivalent to the number of hours the employee is scheduled to work on the holiday and are paid time-and-one-half for hours actually worked on the designated holiday.

c) **Procedure when holiday falls on employee's regularly scheduled day off:** Employee may elect to receive holiday pay equivalent to 20% of the employees' weekly average budgeted hours which will not count as hours actually worked for the purpose of calculating overtime in addition to pay for all hours worked the remainder of the workweek; or may elect to designate as a holiday and not work his/her regularly scheduled work day which immediately precedes or immediately follows the City designated holiday within the same pay week, in which case the employee will receive holiday pay equivalent to the number of hours the employee is scheduled to work on that day, and such hours for holiday pay would count as hours actually worked for the purpose of calculating overtime.

B. Floating Holidays

In addition to the designated holidays above, employees shall be entitled to up to three (3) floating holidays per payroll calendar year. Employees receive floating holiday pay equivalent to the number of hours the employee is scheduled to work on the floating holiday in addition to pay for all hours worked the remainder of the workweek. Regular part-time employees shall be eligible to receive floating holidays at a prorated amount based on 20% of the weekly average of the

employee's annual budgeted hours. Floating holidays may be utilized in full-day increments only, regardless of the number of hours the employee is scheduled to work on the day the floating holiday is utilized. Floating holidays shall count as hours worked for the purpose of calculating overtime.

1. Designated holidays or any day an employee is not scheduled to work may *not* be selected as a floating holiday.

2. Floating holiday requirements for new hires are as follows:

   a) No employee may utilize floating holidays until sixty (60) calendar days after his/her date of employment.

   b) Any bargaining unit member employed between January 1 and March 31 shall receive three (3) floating holidays to be utilized during the calendar year of hire.

   c) Any bargaining unit member employed between April 1 and June 30 shall receive two (2) floating holidays to be utilized during the calendar year of hire.

   d) Any bargaining unit member employed between July 1 and September 30 shall receive one (1) floating holiday to be utilized during the calendar year of hire.

   e) Any bargaining unit member employed on or after October 1 shall not receive any floating holidays during the calendar year of hire.

3. Floating holidays may not be carried over from one payroll calendar year to another.

4. Floating holidays are scheduled at the mutual convenience of the employee and the respective Department. Generally, 48 hours shall be considered reasonable notice for requesting the use of floating holidays. However, the respective Department Director or designee shall have the sole discretion to approve such requests if practicable when provided with less than 48 hours notice.

5. Upon an employee's separation from the City, the employee will receive a lump sum payment at the employee's current base rate of pay for his/her remaining floating holiday balance, or if retiring may use such balance to advance the date of retirement.

Section 2. Vacation

A. Vacation Accrual

Vacation Accrual for Employees

Years of Service	Hourly Accrual	Vacation Days
0-2	.0577	15
3	.0616	16
4	.0654	17
5	.0693	18
6	.0731	19
7 – and over	.0770	20

B. Maximum amount of vacation leave that may be accumulated is 320 hours.

C. The vacation year shall be the payroll calendar year.

D. Vacation leave will accrue on a hourly basis and will be pro-rated according to hours in a paid status and excluding overtime, standby, recall or call back hours, or any hours paid by workers compensation.

E. The borrowing or advancing of vacation leave prior to its accrual is prohibited.

F. Employees must be employed for six (6) calendar months prior to requesting the use of vacation leave.

G. New employees who fail to complete six (6) calendar months of service are not paid for any accrued vacation leave.

H. All employees must be granted a minimum of two (2) weeks vacation per calendar year if properly requested by the employee in accordance with Department vacation selection procedures. Vacation leave may not be carried in an amount above the vacation cap. If vacation leave in excess of the cap is not taken, it is forfeited, except when a Department cannot schedule or cancels previously scheduled vacation time due to City work needs. The canceled vacation time must then be taken within 60 calendar days of the scheduled vacation date. No other granting of any carryover of vacation time above the vacation leave cap is permitted.

I. A period shall be established for the purpose of vacation selection, known as a vacation pick. This period shall be the first two work weeks in the month of December each year. All employees will have the opportunity to submit their vacation requests for up to the number of hours that the employee currently accrues annually for that calendar year only. Management will review these requests and determine their operational needs and staffing requirements. Management will grant the requests that do not interfere with the operations of the City. However, an employee who is approved for time during the vacation pick process and then does not have accrued vacation hours to cover the time when it arrives may be denied vacation requests exceeding the amount of vacation hours the employee has accrued at the time of the following vacation pick period. If more than one person requests vacation that conflicts with staffing needs of the City, the conflict will be decided on the basis of City seniority, except that an employee who voluntarily changes

schedule or shift after the completion of the vacation pick process shall not be given precedence over another employee on the new schedule or shift who has already obtained approval for vacation on the same day. After the end of the vacation pick, any request for vacation shall be based on "first come, first serve." Seniority of a bargaining unit member shall not be used to revoke vacation leave or other time off for which a department has granted prior approval to another bargaining unit member with less seniority.

J. In the event an employee is promoted, demoted or transferred from a full-time position to a full-time position with greater or lesser biweekly hours, such employee's then accrued vacation hours shall be adjusted, as appropriate, to reflect the equivalent vacation days.

K. Regular part-time employees shall have vacation accrual prorated each payroll period based on the actual hours in a paid status.

L. Upon separation from the City service, employees shall be paid at their respective current base rate of pay at the time of separation for the unused portion of vacation leave for which they may at that time be eligible, or if retiring may utilize such remaining vacation leave balance to advance the date of retirement.

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

Section 3. **Sick Leave**

A. Sick Leave Accrual

1. Employees shall accrue sick leave each payroll period prorated based on regular hours in a paid status and excluding overtime, standby, recall or call back hours, and any hours paid by workers compensation. Employees shall accrue .0462 hours of sick leave on an hourly basis. Note: Employees earn 12 days per payroll calendar year.

2. Regular part-time employees shall be eligible to receive sick leave at a prorated amount based on hours in a paid status in accordance with the above.

B. Sick Leave Accrual Caps

Employees hired prior to October 1, 2008 may accumulate up to 1,560 accrued hours.
Employees hired effective October 1, 2008 or later may accumulate up to 1,040 accrued hours.

C. Sick Leave Balance Transfers and Restoration

1. Sick leave balances are restored to an employee recalled from layoff or returned from a leave of absence.

2. Sick leave balances remain the same upon transfer to another Department or classification with the same hourly work week.

3. Sick leave balances are converted to equivalent days if an employee changes classification to that with a different hourly work week (i.e., -37-1/2 hour work week to 40 hour work week).

4. No sick leave balances are restored after a break in service. An employee will have a break in service if the employee is rehired by the City six (6) months after the date of resignation or retirement or one (1) year after a layoff. Authorized leaves of absence, suspensions, reinstatements after disability retirement or dismissal, and layoffs of less than one (1) year will be counted as continuous service and shall not be a break in service.

D. Calculation for Use of Sick Leave

1. Sick leave may be authorized in increments of quarter of an hour.

E. Authorized Use of Sick Leave

Sick Leave usage shall be authorized for the following absences:

1. Due to personal illness or physical incapacity.

2. Due to exposure to contagious disease in which the health of others would be endangered by the employee's attendance on duty.

3. Due to dental appointments, physical examinations, or other personal sickness prevention measures.

4. Due to illness of a member of the employee's immediate family that requires the employee's personal care and attention. "Immediate family" shall mean parents, step-parents, children, step-children, foster-child(ren), minor-guardianship(s), grandparents, grandchildren, brothers, sisters, present spouse and the "immediate family" of the employee's spouse, domestic partner of record as defined in accordance with criteria, policies, and procedures determined by the City and the "immediate family" of the employee's present domestic partner of record, or other family member living in the employee's immediate household. Employees may be required to produce legal justification for Foster Child(ren)/Minor Guardianship(s).

Employees found to be utilizing Sick Leave for any reason other than those stated above shall be subject to disciplinary action up to and including termination.

Employees shall be authorized to use Sick Leave as it is accrued. Employees' requests for sick leave to be used for doctor's appointments shall be submitted with at least 24-hour notice, except the requirement shall be waived where the employees is able to demonstrate to his/her department director an emergency exists. The employees' respective department reserves the right to not approve such requests when advance notice is not provided or the

employees' absence will adversely affect operations. Employees shall be required to notify their immediate supervisor or management representative to request approval for sick leave each day that they are absent, except that an employee who has been approved for a continuous FMLA absence only shall be required to comply with the reporting procedures outlined in the City's FMLA Policy instead. Such notification requests shall be provided through personal contact, except where the employee is able to demonstrate this is not possible. Failure to obtain approval for sick leave from competent City authority shall result in any such time being considered an unauthorized absence and in the denial of paid sick leave.

Employees may voluntarily submit acceptable evidence such as a certificate from a medical doctor to substantiate the reason for requesting Sick Leave, or they may be required to do so when requested by their respective department director/designee if the employee is absent from work for three consecutive work days or if the respective department director/designee has reason to question the legitimacy of the absence. Certificates from medical doctors for absences more than one week should be forwarded to the Human Resources Department for recordkeeping and FMLA coordination. Employees may also be required to submit a certificate from a medical doctor on a continuous basis only in conjunction with a development plan established between the employee and the employee's respective supervisor. A valid doctor's certificate shall be a written, typed, or printed statement from the doctor specifying the date(s) of visit/consultation with the doctor, the date the employee is authorized to return to work, any conditions or limitations imposed by the doctor, and the signature of the doctor or his/her designee. The City reserves the right to substantiate the legitimacy of any certificate submitted by an employee as evidentiary reason for the use of Sick Leave.

When an employee has a documented serious health condition, the City shall provide the employee with Family and Medical Leave Act request forms to be completed by the employee's physician, which may be used to authorize use of Sick Leave in accordance with the terms of the Act. If approved, the completed FMLA forms shall be utilized to relieve the employee from the requirement to provide a doctor's certificate for one initial continuous absence only.

Employees who utilize sick leave may be required to undergo fitness for duty or maximum physical capacity examination in order to determine the employee's ability to return to work in the same job classification or whether the employee may require a reassignment upon return to work. All such leaves shall be administered in accordance with the Family Medical Leave Act where applicable.

F. Payment for Unused Sick Leave

1. Upon separation from the City service, an employee shall be paid for one-half of his/her accumulated unused sick leave up to a maximum payout of 520 hours for employees with a 1,040 hour cap or 780 hours for employees with a 1,560 hour cap, or may use such amount of sick leave to advance the date of retirement. The rate of payment shall be based on the current base hourly rate (excluding shift differential or any other addition to base pay) of the employee on the last day worked prior to separation. The payment will be made provided:

a) The employee is retiring on City Pension.

OR

b) The separation is involuntary on the part of the employee including disability (incurred on or off the job) and layoffs.

OR

c) The employee's estate shall receive payment if an employee dies.

OR

d) The employee is at least sixty-five (65) years of age and has a minimum of ten (10) years of service.

2. An employee who has been dismissed for cause shall have no claim for sick leave payment.

G. Injury from Other Employment

1. An employee may not utilize accumulated sick leave for absences resulting from an injury arising out of and in the course of employment, other than City employment, for which monetary or other valuable consideration is received or expected. Any employee who utilizes accumulated sick leave, or who attempts to utilize accumulated sick leave, for absences resulting from an injury arising out of and in the course of employment, other than City employment, may face disciplinary action up to and including termination.

H. Use of Leave After Accrual

1. Employees may be authorized to use sick leave after it is accrued. The employee may be required to submit acceptable evidence such as a medical certificate from a medical doctor to substantiate the reason for requesting sick leave.

I. Sick Leave Incentive Days

1. Following a payroll calendar year, a full-time bargaining unit employee, who has been employed full time for that entire year and has no unexcused absences and no more than two (2) incidents of unexcused tardiness, will be awarded sick leave incentive days in accordance with the following chart. Time charged to sick leave in conjunction with funeral leave shall not be counted toward the eligibility for bonus leave days. Sick leave incentive days must be used in the next payroll calendar year. Part-time employees are not eligible for sick leave incentive days.

Amount of Sick Leave Used	**Sick Leave Incentive Days Awarded**
Less than one standard work day	2
One standard work day up to two standard work days	1

a) A payroll calendar year begins with the first day of the first pay period for the first paycheck date in the calendar year and ends with the last day of the last pay period for the last paycheck date in the calendar year. The City agrees, when practicable, to provide notice of the date of the beginning of the payroll calendar year and the date of the end of the payroll calendar year on employees' paycheck advice statements prior to the respective payroll period in which such dates occur.

b) Sick leave incentive days can only be used in full day increments and are not included in overtime calculations.

c) Upon an employee's separation from the City, the employee will receive a lump sum payment at the employee's current base rate of pay for his/her remaining sick leave incentive day balance, or if retiring may use such balance to advance the date of retirement.

J. Sick Leave Pool

1. A leave pool will be established by members of the bargaining unit subject to the following provisions:

a) The purpose of the leave pool is to provide leave to bargaining unit members who face significant time off without pay due to a serious illness or injury, whether job-connected or non-job-connected, or serious illness or injury to a family member as defined Article 8.3. Section D.4. The leave pool may not be used for short time periods where an employee may be without pay. Short time shall be defined as less than 15 work days.

b) A Union Designee or Elected Union Official shall determine use of the leave pool days, subject to the above purpose and limitations.

i) A Union Designee or Elected Union Official may establish procedures, forms and other rules necessary for its effective operation, provided they are consistent with the provisions of this section and subject to the approval of the City Manager or his/her designee. Decisions are final and are not subject to the grievance procedure.

ii) Bargaining unit members may donate days one time per year in the month of January from their vacation leave, floating holiday, or sick leave at least one (1) day. A day must be donated each calendar year to be eligible from program.

c) No employee shall be permitted to donate more than four days of leave per year to the pool, unless authorized by the City Manager.

d) In the event that the leave pool balance becomes lower than 100 days, the Union Designee or Elected Union Official may, with the prior approval of the City Manager or designee, open up the opportunity for additional donations to be made during the calendar year.

e) All donations of pool leave time must be in full-day increments based on the full-time, regularly scheduled day for the employee's respective job classification (i.e., an 8-hour or 10-hour day is a full day).

f) Donations of pool leave time are irrevocable.

g) No dollar value shall be placed on leave donations. All donations and all authorized usage shall be computed as day-for-day.

h) When pool leave time is authorized by the Union Designee or Elected Union Official for use by an employee, it shall be on a day-for-day basis, irrespective of the number of hours used each day. Each day or portion thereof shall be counted as one day. Bargaining unit members shall be eligible to be granted up to a maximum of 30 work days or portions thereof within a 12 month period counting backwards from the start of approved time of the most recent leave pool request.

i.) An employee using leave pool time shall receive regular base pay and his/her regular shift pay. However, other pays shall not be provided with leave pool days (e.g., lead pay, acting pay, special assignment pay, etc.). Pay for authorized pool days shall not be granted for the first 15 work days of the absence necessitating leave from the pool. After 15 work days of such absence, the employee shall be eligible to be paid retroactively for the first 15 work days, and shall thereafter be eligible to receive his/her regular pay for any remaining pool days authorized.

j.) Pool leave time granted and not used in a given year by the employee receiving the donated pool leave time shall remain with the leave pool and be carried over to the next year. No donated pool leave time will be refunded to the donor.

Section 4. Funeral Leave

A. Employees shall be allowed up to four consecutive scheduled work days at any one time for funeral leave to make arrangements for and/or attend a funeral or memorial service with no loss of pay and no charge against sick leave time in the event of death in the "immediate" family. Employees requesting funeral leave more than one (1) year after the death of the "immediate" family member must obtain approval through the City Manager or designee.

"Immediate" family shall be defined as the employee's spouse, domestic partner of record as defined in accordance with criteria, policies, and procedures determined by the City, or the employee's or employee's spouse's or domestic partner's child, parent, foster-child(ren), minor guardianship(s), grandparent, grandchild, great-grandchild, brother, sister, stepparent, and stepchild. Employees may be required to produce legal justification for Foster Child(ren)/Minor Guardianship(s).

B. Employees shall be allowed up to four (4) consecutive scheduled work days at any one time, chargeable to sick leave, to make arrangements for and/or attend the funeral or memorial service in the event of death in the "extended" family. The term "extended family" as used in this paragraph shall mean stepbrothers, stepsisters, brother's wife, sister's husband, daughter-in-law, son-in-law, aunts, uncles, nephews, and nieces of the employee or of the employee's spouse, or other members of the immediate household. It shall also include any blood relative of the employee living in the employee's household.

C. Regular part-time employees shall be eligible to receive funeral leave in accordance with the above. However, such days shall be paid at a prorated amount based on 20% of the weekly average of the employee's annual budgeted hours.

D. In the event that extenuating circumstances should necessitate an absence longer than four (4) consecutive scheduled work days to accomplish the purpose for which this section is designed, the employee's department head, with the prior approval of the City Manager or designee, may authorize an extension of such duration as may be necessary and proper. The request for an extension shall be submitted in form and substance suitable to the department head and the City Manager or designee. Compensation for approved additional days shall be chargeable to sick leave. To be eligible for funeral leave under either section, the employee must attend the funeral or memorial service.

The City reserves the right to require documentation substantiating the request for funeral leave when such requests exceed two (2) in a twelve (12) month period, or when the City has a reasonable basis to contest the legitimacy of such requests. Authorized documentation for such purposes shall include but not be limited to a certificate of death, obituary notice, memorial card, note from the attending clergy, or documents verifying travel. Employees who request more than two (2) funeral leaves in a twelve (12) month period shall be notified upon approval of any additional funeral leave of the necessity to provide documentation to their respective department on their return to work for the duration of the twelve month period.

E. Time Off to Attend Funerals on Personal Basis

1. Employees who wish to attend a funeral of a City employee or official or the family member of such employee or official may request to utilize accrued vacation time, floating holiday time, sick leave incentive day time, or may request to adjust their work hours within the same workweek. Such requests may be made to the respective Division Head or Department Director and may be approved by such authority. To the extent possible, approval shall be granted; provided, however, it is understood that operational necessities may preclude approval for a substantial number of employees.

2. An employee attending a funeral while using vacation time, floating holiday time, sick leave incentive day time, or time off without pay is doing so on a personal basis and is not recognized as a "City representative." If the employee leaves from work to attend the funeral and/or returns to work after attending the funeral, all travel time shall be included in the vacation time, floating holiday time, sick leave incentive day time, or time to be adjusted.

3. Employees utilizing funeral leave when such leave is based on the death of a covered family member as provided by this Agreement shall be allowed time off with pay consistent with provisions of Article 8, Section 4. However, such employees are deemed off duty while on funeral leave.

Section 5. Line-of-Duty Injury

A. The term line-of-duty injury is an injury which occurs on the job only when said injury is reported on the day of occurrence and when said injury incapacitates the employee from performing his/her job because of the injury. The City shall have the right to require the employee to have a physical examination by a physician of its choice prior to payment of any compensation.

B. An employee may utilize accrued sick leave, however, the amount paid shall be only that amount permitted to supplement funds received by the employee from the Florida Workers' Compensation Law and any other disability or other income plan provided by the City, to the point where the sum of all payments is equal to the employee's regular base pay at the time of injury. At such time as the employee receives his/her initial workers' compensation payment, the City shall allow the use of accrued sick leave up to the amount necessary, when combined with the workers compensation payment, to equal the employee's base pay. Any adjustment to pay under this policy will be made following the employee's return to work or at the expiration of the period for which Workers' Compensation payments are provided under state law.

C. Should an employee become unable to perform the essential functions of his/her job due to an on-the-job injury, the employee shall have the option of accepting a demotion or lateral transfer; provided that an opening exists in the position to which he/she is demoted or transferred and provided further that he/she is capable of performing the essential functions of that position. The City shall have the right to require the employee to take a noncompetitive examination to determine if the employee is capable of performing the essential functions of the position he/she seeks to fill.

D. An employee with less than 12 months employment who is injured on the job and is eligible for Workers' Compensation will not be charged sick leave for any medical appointments which occur during scheduled work hours and have been approved by Risk Management.

E. The City may establish such reasonable reporting requirements as it deems necessary to insure the application of the Workers' Compensation Law.

Section 6. Military Leave

A. Any employee who is a member of a Reserve Component or the National Guard and who is required to participate in active or inactive training duty shall receive leave with pay for such duty which falls on the employee's regularly scheduled work days up to a maximum of 240 hours per calendar year without loss of seniority rights or efficiency rating. Absences from duty for military reserve training time in excess of 240 hours per calendar year shall not be compensated by the City. A copy of the employee's military orders certifying his/her training assignment shall be submitted to the Department Director and the Human Resources Department immediately upon receipt.

B. An employee who is required to attend military duty training which falls or occurs during regular working hours and which exceeds the 240 hours provided in Paragraph A above will be granted time off without pay. The employee shall be required to provide timely notice of such training

assignments to the City. When practicable as determined by the City, and upon the request of the employee, the City will adjust the employee's schedule in order to accommodate participation in military duty training so that such training occurs on the employee's days off.

C. When emergency conditions occur as determined by the City, bargaining unit employees who are called up to active military duty shall be provided the same rights and benefits afforded to other City employees pursuant to established City policies or guidelines in effect at the time such conditions exist.

D. Eligible employees will be paid in accordance with Sections 115.09 and 115.14, Florida Statutes.

Section 7. Jury Duty and Court Time

A. The City shall grant leave with pay for jury duty or when an employee is subpoenaed as a witness on the following conditions:

1. Leave with pay will be granted for those hours spent on jury duty that fall within the employee's regularly scheduled work hours only. Leave with pay shall be granted for time spent in court when subpoenaed as a witness except in a case in which the litigation has been initiated by the employee or in any case involving divorce, child support, or custody. Employees will be paid at their base rate of pay for any hours spent in court outside of their regularly scheduled hours of work when subpoenaed as a witness as the result of a matter arising out of the course of their employment only.

2. If the time interval between the end of the employee's most recently worked shift and the reporting time of the jury summons is less than eight hours, the employee's work schedule will be adjusted to allow a minimum of eight hours time off prior to reporting for jury duty. Although not mandatory, management will give consideration to employees to have the ability to change hours for special situations pursuant to this paragraph. This section shall apply only to jury duty.

3. Hours spent in court when subpoenaed as a witness as a result of a matter not arising out of the course of employment which are compensated under the provisions of this Article shall not count as hours worked for overtime pay purposes. Hours spent on jury duty or in court when subpoenaed as a witness as the result of a matter arising out of the course of employment which are compensated under the provisions of this Article shall count as hours worked for overtime pay purposes.

4. If an employee is excused or released by the Court before the end of his/her scheduled work day, he/she must promptly return to work.

5. An employee must bring written evidence of jury duty service or court appearance before compensation is approved.

6. As soon as an employee learns of selection for jury duty or court appearance, he/she must notify the appropriate supervisor so that arrangements may be made for his/her absence

from work.

7. In the event a holiday shall occur during the period of the employee's jury duty or court appearance, the employee shall receive pay for such holiday in accordance with this agreement.

Section 8. Administrative Leave

The City Manager may at his/her discretion grant employees administrative leave with pay for their normal work shift or balance thereof when circumstances dictate that they be relieved from duty because their services are determined to be non-essential. The City Manager may at his/her discretion compensate employees, whose services are determined to be essential and are required to work under such circumstances, at a premium rate of pay in addition to any other compensation due for all hours actually worked when other employees City-wide or in the same work unit have been released on administrative leave.

If the employee is required to work a shift which is less than the employee's regular shift, the employee shall be paid in accordance with the above for all hours actually worked, and shall be granted administrative leave with pay for the remaining hours making up the employee's regular shift. All hours actually worked shall be counted as such for the purpose of computing overtime. Scheduled administrative leave with pay shall not be considered as hours worked for the purpose of computing overtime. Unscheduled administrative leave with pay shall be considered as hours worked for the purpose of computing overtime. At least forty eight (48) hours notice shall be considered scheduled. Employees who are on previously approved leave are not eligible for administrative leave with pay. Employees on administrative leave with pay are required to be available during normal business hours.

Nothing in this Section 8 shall effect the City's Management Rights under Article 3, Section 4.

Section 9. Leaves of Absence Without Pay

A. Employees may take a medical leave of absence without pay for up to 12 weeks pursuant to the eligibility requirements of the Family Medical Leave Act.

B. Upon the expiration of Family Medical Leave, an employee, who is unable to return to work due to the same reasons as in subsection A, may take an additional thirty (30) day leave of absence without pay, upon written request that is supported by medical documentation and approval by the City Manager or designee. Prior to the expiration of the employee's thirty (30) day leave of absence, the employee will be required to re-submit supporting medical documentation, as well as written request for any additional leave, if necessary. Leave is subject to the approval of the Department and the Human Resources Director. In no event shall the additional medical leave of absence following the expiration of an employee's Family Medical Leave exceed sixty (60) days.

C. Upon written request with supporting documentation, employees may take a non-medical leave of absence without pay for up to thirty (30) days with the approval of the Department and the

Human Resources Director. If additional time is needed, the employee will be required to re-submit the written request with supporting documentation every thirty (30) days for approval. In no event shall a non-medical leave of absence be longer than sixty (60) days.

D. Failure to return to work at the expiration of an approved leave shall be considered as absence without leave and grounds for dismissal, but upon timely return from leave, the employee shall be granted and restored to their original or an equivalent position with equivalent pay, benefits, and other employment terms after returning from a leave of absence.

E. There will be no accrual of benefits or seniority during such leave. During a leave of absence without pay or any other non-paid leave or no-pay status of an employee exceeding two (2) weeks, the employee, if he/she desires to continue medical coverage for themselves and dependents, must pay the required premiums to the City. Failure to pay for such continuation shall result in the loss of coverage.

F. Leave of Absence employees will be required to use all remaining accruals prior to entering a non-paid leave status.

Section 10. Other Time Off

An employee shall or may be granted necessary time off from his/her duties with compensation for any of the following reasons:

A. Attendance at professional or other conventions, institutes, courses or meetings when such attendance, in the opinion of the City Manager or designee, may be expected to contribute to the betterment of the City service.

B. Attendance at in-service training and other in-service meetings or programs sponsored by the City when, in the opinion of the City Manager or designee, such meetings or programs are designed to improve the City services and/or the employee's performance or to prepare him/her for advancement. The provisions of this paragraph shall be deemed to include authorized safety meetings and City-sponsored volunteer programs.

C. An employee may be permitted to adjust his/her schedule within a specific workweek, or may be permitted to utilize paid leave, or may be granted time off without compensation upon the expiration of all paid leave for attendance at meetings other than those specified in the subsections above, or to attend urgent personal business, provided that such employee shall request approval from his/her department head in sufficient time to permit the latter to make arrangements therefore, and further provided that such time off will not seriously affect the efficient operation of the Department.

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

Section 11. Union Time

A. Union members shall be allowed time off with pay to attend an officially called conference, convention, or school not to exceed a total of 400 hours per fiscal year (inclusive for all Union members), with the approval of the affected Department Director, provided that no less than one week's notice is provided. In addition, the five active employee Union members for whom the City funds the registration costs to attend the Florida Labor Management Conference or a similar labor-management conference in accordance with Article 5 of this Agreement shall be granted time off with pay and no charge to the Union hours above.

B. Additional time off without pay for Union activity will be granted with the approval of the Department Director and such excused time will not exceed one week at a time.

C. Bargaining unit members utilizing Union time off under provisions of this section shall not be eligible during the time of utilization for Worker's Compensation benefits in case of injury.

D. Union time off does not count as hours worked for the purposes of calculating overtime.

E. Union time off with pay shall be granted by the City for the purposes of grievance representation, labor management meetings, contract negotiations, and participation as a member or attendee of any City committee whereby the Union member appears at the behest of and in the interest of the City. The City reserves the right to not approve such leave requests if in its discretion it determines the absence of the Union representative will create an adverse impact to operations. The Union shall have the right to select the number of representatives authorized by the City to participate on the Union's behalf on City-initiated committees, and shall notify the City in writing of the names of those members selected by the Union. The Union may select a substitute to replace an absent member on a City committee with the prior permission of the substitute Union member's respective Department Director or designee.

The Union local president may participate as the Union representative on any committees. The Union shall coordinate its choice of representatives so that no single work group or division will be adversely affected. Union time off with pay shall be provided for up to five Union Executive Board members (excluding a note taker) for contract negotiations and labor management committee meetings.

F. The executive board of the Union shall be allowed a monthly meeting to transact any and all business pertaining to the Union, said meeting to be allowed during work hours not to exceed two hours at straight time.

Section 12. Child Care Leave

In accordance with the Family and Medical Leave Act, eligible employees may take up to twelve (12) weeks of unpaid, job-protected leave to care for a newborn child, newly-adopted child, or child with a serious health condition. Eligible spouses who work for the City are subject to the combined limitation of twelve (12) weeks as set forth in the Family and Medical Leave Act.

Section 13. Light Duty & Return to Work

A. Employees who are physically unable to perform their designated jobs, with or without reasonable accommodation in accordance with applicable law, may be assigned to light or modified duty at the discretion of the City and in accordance with the skills, abilities, and qualifications of the employee, any medical or physical restrictions placed upon the employee, and the availability of work. Such duty assignments shall be afforded in increments of up to thirty (30) calendar days and shall be limited to a maximum of one hundred eighty (180) calendar days total. The employee's ability to return to his/her designated position and the continued availability of the light or modified duty work shall be evaluated at each thirty (30)-day interval. Requests for light or modified duty work shall be submitted on the appropriate forms to the Human Resources Department. Employees designated for light or modified duty assignment shall be required to notify Human Resources of any changes in their condition that may impact their ability to perform the light or modified duty assignment or that may allow the employee to return to full-duty in his/her designated position.

B. An employee may be absent from his/her designated position for a maximum of twelve (12) weeks in a twelve (12) month period, inclusive of time authorized for leave in accordance with an approved Family and Medical Leave Act request. This timeframe shall include any paid or unpaid absence (to include leave time granted from the sick leave pool), absence due to job-connected or non-job-connected injury or illness, or time served working in a light or modified-duty position. An employee who is unable to perform the essential functions of his/her designated position, with or without reasonable accommodation in accordance with applicable law, for more than twelve (12) weeks in a twelve (12) month period exclusive of time authorized for leave in accordance with an approved Family and Medical Leave Act request shall be required to accept alternate employment with the City in another job classification for which he/she is deemed by the City to be qualified and able to perform the essential functions, with or without reasonable accommodation in accordance with applicable law, or shall be subject to layoff.

Section 14. Vacation Buyback

In each payroll calendar year, 40-hour employees who have used at least 40 vacation hours may receive up to 80 hours of regular pay in exchange for the same number of vacation hours. The employee must maintain a minimum of 80 hours in their vacation bank after the exchange and can only make one request per year. The employee must not have received any formal discipline during that payroll calendar year and must receive at least Meet Standards on their annual evaluation. The employee must make a written request to the Payroll Preparers on or before November 15 to receive the requested hours of regular pay in the payroll period which includes December 1.

In each payroll calendar year, 37.5-hour employees who have used at least 37.5 vacation hours may receive up to 75 hours of regular pay in exchange for the same number of vacation hours. The employee must maintain a minimum of 75 hours in their vacation bank after the exchange and can only make one request per year. The employee must not have received any formal discipline during that payroll calendar year and must receive at least Meet Standards on their annual evaluation. The employee must make a written request to the Payroll Preparers on or

before November 15 to receive the requested hours of regular pay in the payroll period which includes December 1.

ARTICLE 9
WAGES & COMPENSATION

Section 1. Salary

See Appendix A – Alphabetical Listing of Job Classifications
See Appendix B – CWA Pay Range Tables

A. Pay Range minimums and maximums for all classifications represented by the bargaining unit shall be adjusted by 2 % effective on the first day of the payroll period that includes October 1, 2023.

Effective on the first day of the payroll period that includes October 1, 2023, and prior to any merit pay increase, bargaining unit members shall receive a longevity award based on the number of consecutive years the bargaining unit member has been employed with the City since their most recent date of hire. The amount of this award shall be based on the table below.

Years of Employment	**Annual Longevity Award Amount**
1 - 4	$250
5 - 11	$500
12 - 19	$750
20 & greater	$1,000

This Longevity Award shall be added to and considered a part of the employee's annual base salary.

No part of this Longevity Award shall be applied that would result in an employee's annual rate of pay exceeding the maximum annual rate of pay as provided in Appendix B.

Effective on the first day of the payroll period that includes October 1, 2023 to the last day of the payroll period that ends prior to October 1, 2024, employees whose current base rate of pay is below their respective pay range maximum and who receive a rating of Meets Standards or better on their annual performance review shall be provided with a merit pay increase equivalent to a 8% of the employee's respective annual base rate of pay to be applied to the employees' biweekly base rate of pay, effective as of the start of the payroll period that includes the date of the employees' annual performance review. In no event shall the adjustment to the minimum rate of pay and merit pay increase be more than 8% for contract year October 1, 2023 thru September 30, 2024. Employees who are above the maximum annual rate of pay as provided in Appendix B shall not receive any increases in pay.

The parties agree that this Article 9 may be re-opened upon the written request of either party no later than June 1, 2024 for the purpose of negotiating adjustments to pay range minimums and maximums, merit pay increases, longevity award, or other pay adjustments for bargaining unit employees for the period, October 1, 2024 through September 30, 2025, and October 1, 2025 through September 30, 2026.

B. Newly hired employees shall receive their first annual performance evaluation one year from their initial date of hire, and if rated Meets Standards or better, shall receive any applicable pay increases as of the start of the payroll period that includes the date of the initial one-year performance evaluation. Such employees shall be eligible for their next annual merit pay increase, if applicable, at the start of the payroll period that includes the following October 1 subsequent to the initial one-year performance evaluation.

   Approved merit pay increases for full-time and part-time employees shall become effective as of the employee's eligibility as described above.

   Employees shall maintain their established performance evaluation date upon changes in classification, to include promotion to a higher level classification, demotion to a lower level classification, or transfer to another classification at the same level. Employees shall receive any applicable increase or decrease in rate of pay at the start of the payroll period that includes the date of the employees' change in classification, and shall be eligible to receive the full merit increase as provided for above at the start of the payroll period that includes the date of the employees' annual performance evaluation.

C. In accordance with provisions of the City of Clearwater Pay Plan, bargaining unit members who are determined by their respective department to not meet standards or who receive a rating of Improvement Expected on their annual performance evaluation, and who subsequently receive a rating of Meets Standards on their initial or secondary 3-month follow-up performance evaluation, shall be eligible to receive any applicable pay increases effective on the date of the respective 3-month follow-up performance evaluation the employee is determined to meet standards. Such employees shall be eligible for their next annual merit pay increase, if applicable, on the following October 1 subsequent to the successful 3-month follow up performance evaluation, and upon receiving a rating of Meets Standards or better at that time shall receive a pro-ration of the above applicable pay increases based on the number of days between October 1 and the date of the successful 3-month follow-up performance evaluation, and shall continue to be eligible for any applicable merit pay increase on the October 1 date thereafter. Employees who receive a rating of Improvement Expected on their annual performance evaluation and both the initial and secondary 3-month follow-up performance evaluations shall not receive a merit increase, and shall be revaluated again after one year from the date of the initial evaluation that was rated Improvement Expected.

D. Within budgetary allocations, the City Manager or designee, upon notifying the Union or Union designee, may authorize base pay increases. Such pay adjustments may be approved to respond to external labor market conditions, to address recruitment and/or retention issues, or to resolve internal organizational pay equity concerns.

E. Employees in job classifications based on a 37.5 work week shall remain in the 37.5 work week classification and be subject to the same rate of pay, schedule, benefits, and other emoluments as provided to 37.5-hour employees in this Agreement. However, a 37.5-hour employee who changes positions for any reason, including but not limited to transfers, promotions, demotions, etc., will lose this grandfather status and will have a new rate of pay, schedule, benefits, and other emoluments as provided to a 40-hour employee in this Agreement.

Section 2. Overtime

A. All employees outlined in the Pay Plan as eligible for overtime shall receive 1-1/2 times their regular rate of pay for all hours worked in excess of 40 hours per week. Employees shall only work overtime hours as directed or permitted by managerial personnel. Sick leave, vacation leave, funeral leave, and other time not worked shall not count as hours worked for overtime purposes. Designated City holidays, floating holidays, jury duty, and court time shall count as hours worked for overtime purposes.

B. Overtime will not be assigned unfairly. Whenever practicable, the City will offer overtime assignments to perform work applicable to the CWA bargaining unit to available and qualified members of the bargaining unit prior to offering such assignments to non-bargaining unit personnel.

1. All overtime must be approved by the respective Department Director or Manager prior to any employees working outside their established work schedule.

2. The respective Department will determine if employees possess the qualifications, skills, and ability necessary to perform the required work prior to assigning the overtime.

3. Overtime will be assigned on a voluntary basis unless the respective Department Director or designee determines there is an emergency situation or there is not a sufficient number of employees available on a voluntary basis to perform the work. For an emergency situation or when an insufficient number of employees is available on a voluntary basis, overtime will be mandatory.

4. When additional work hours are required to complete necessary work and cannot be scheduled at least 48 hours in advance, the personnel working the assignment during normal work hours will be offered the additional work hours on a voluntary basis first, and then other employees possessing the qualifications, skills, and abilities necessary to perform the work will be offered the additional work hours on a voluntary basis. In order to minimize overtime costs, employees may be afforded the option of "flexing" the additional work hours within the same work week on a voluntary basis. If an insufficient number of employees working the assignment is available on a voluntary basis, employees working the assignment may be required to remain on duty until the work is completed. If additional personnel are needed, an overtime list developed by the respective Department with input from the applicable employees will be used to determine the order of selection for holdover, call-back or call-in.

5. When necessary work can be scheduled with reasonable notice at least 48 hours in advance, the respective Department Director or management designee will determine

whether to modify employees' work shifts, authorize overtime, or allow employees to request to flex their work schedules.

C. Any full-time employee who is required to work two consecutive full shifts in a twenty-four hour period will be provided $25.00 for meal money.

Section 3. Standby and Recall (Mutually Exclusive)

A. Standby shall be paid at the following rates during the term of this contract.

Monday – Friday	Saturday & Sunday	Extended Time During Holidays
$50 Per Night	$70 Per Day	$80 Per Day

Daily standby (Monday-Friday) shall begin at the end of each regular workday and shall end at the beginning of the next workday (16-hour period). Weekend standby shall begin at what would be the normal starting time on Saturday and shall conclude at the beginning of the regular workday on Monday (48-hour period). Extended time during designated holidays shall apply when an employee assigned to standby continues in standby assignment for an 8-hour extended period for a designated holiday. In addition to the above amounts, an employee who is called out to work while on Standby duty shall be credited with one (1) hour work time or the actual hours worked during the entire Standby period, whichever is greater. An employee assigned to Standby who receives a work-related phone call during the Standby period and who conducts City business without being called out to work shall be credited with one-quarter of an hour or the actual amount of time of the phone call, whichever is greater, for each such phone call received.

B. Recall (Call-out, Callback, and Call-in): If an employee is called back to work after the employee's normal work day and returns to work, or if an employee is called back to perform needed work after the employee's regular shift ends and the employee has already left the job, or if an employee is called in to perform needed work on a weekend, holiday, or other equivalent period during which the employee would not otherwise have worked, the employee shall be credited with two hours work time or the actual hours worked, whichever is greater. Time shall be computed from when the employee reports on-duty, and ceases when he/she reports off-duty.

C. Time beyond an employee's regular work schedule when assigned and scheduled in advance, either as a continuation of a present shift assignment or the requirement to work on an employee's regular non-workday(s) shall not be subject to any minimum guarantee pay or at least eight (8) hours. However, all time worked shall be credited toward hours worked for regular and overtime pay purposes.

D. Employees shall not be assigned to standby duty if excused in advance by managerial personnel for approved vacation, float holiday, sick, or other absence during normal work shift, and in all cases the Department will seek volunteers prior to assigning standby duty. The City shall have the right to specify requirements needed for standby, including skills, dependability and ability

to report timely, and employees not meeting said requirements may not volunteer for such standby.

E. Any employee assigned to standby and who, during the period of such standby assignment, is not readily available as required or who is or becomes unable to perform his/her work duties shall be subject to discipline, except that an employee who becomes sick or injured and immediately notifies his/her supervisor shall not be subject to discipline. The City may require evidence in the form of an excuse from a medical doctor of such injury or illness.

Section 4. Shift Differential

Regular, full-time employees (other than those utilizing flex-time) shall be entitled to 6% shift differential pay above the employees' base rate of pay for all hours when the majority of their regularly scheduled hours for the work week fall between 4:00 PM and 12:00 AM, regardless of the starting or ending time of the employee's shift. Regular, full-time employees (other than those utilizing flex-time) shall be entitled to 8% shift differential pay above the employees' base rate of pay for all hours when the majority of their regularly scheduled hours for the work week fall between 12:00 AM and 8:00 AM, regardless of the starting or ending time of the employee's shift.

Section 5. Acting Pay

An employee who is assigned to work in an "acting" capacity in a higher level classification for more than ten (10) consecutive work days shall receive acting pay retroactive to the day the acting assignment began, subject to the approval of the Department Director and Human Resources Director. The amount of pay shall be 5% higher than the employee's current base rate of pay applied to all hours actually worked.

Section 6. Training Differential

Employees who are required to provide formal training to other employees outside of their normal job duties, and who are designated "Trainers" with an established curriculum as determined by the Department Director, will receive 5% above their normal base pay for any hours they are assigned to act as trainers in a formal training capacity.

Section 7. Leadworker Assignment and Pay

A Department Director, with the prior approval of the City Manager or his/her designee, may assign leadworker duties to a regular employee for such period of time as will, in his/her opinion, serve the best interest of the City. Such assignment shall be made only when a small group of workers are, in the normal course of their duties, regularly required to work at a time and/or place without the degree of supervision which, in the judgment of the Department Director, is conducive to efficient performance.

An employee assigned leadworker duties will be required to perform all the duties of his/her regular position and additionally exercise primary layout and/or supervisory functions in relation to other workers who are ordinarily classified the same as the leadworker, accepting commensurate

responsibility for group performance. For the period of such assignment the leadworker shall be paid an additional biweekly amount representing 5% above his/her current base rate of pay.

Leadworker assignments may be authorized for intervals up to one year in duration, or may be authorized for shorter intervals at the discretion of the respective Department Director. If an employee has been assigned as a Leadworker for one year, the Leadworker assignment shall then be rotated to another employee deemed by the respective department to be qualified for the assignment. If no other employees are interested or deemed qualified, an employee may be assigned Leadworker for consecutive one-year intervals.

Section 8. Assignment Pay Differential

A. A Department Director may, at his/her discretion and with the approval of the City Manager/designee and consent of the Union, designate a specific position or positions within a job classification which shall be eligible to receive a 5% Pay Differential when the duties of the position differ from others in the same classification in their difficulty, complexity, responsibility, or hazardous nature to the extent that additional compensation is deemed warranted. Assignments to positions may be on a rotational basis, or may be offered to employees in the respective classification based upon City seniority, however the Department Director shall have the right to remove any employee from such assignment in conjunction with a development plan if performance is deemed unsatisfactory.

B. Solid Waste Equipment Operators and Solid Waste Workers who are assigned and complete two full routes on one work day during a work week that pickups are limited by a City designated Holiday shall receive a premium pay equivalent to four hours of pay based on the employee's base rate of pay. Such premium pay shall not constitute hours worked or to be accumulated toward the calculation of overtime.

C. Bargaining unit members designated as certified Bi-Lingual Interpreter, who have successfully passed a proficiency exam and where the position calls for interpretation skill sets, shall be eligible to receive $25.00 per payroll period for part-time employees and $50.00 per payroll period for full-time employees in addition to the employee's current base rate of pay with the approval by their Department Director.

D. Incumbents in the classifications of Industrial Electricians, Utilities Electronic Technician, Utilities Mechanic, Utilities Maintenance Foreman, and Utilities Maintenance Supervisor upon the effective date of this Agreement who are assigned to the maintenance of the Public Utilities infrastructure which includes plants and lift stations shall be eligible to receive a 5% Pay Differential.

Section 9. Uniforms and Rain Gear

A. The City agrees to provide each full-time employee who is required to wear a uniform with an initial issue of five uniforms. Permanent part-time employees who are required to wear a uniform shall be issued a pro-rated number as determined necessary by the hiring department based on scheduled hours/days of work per week. The City shall determine the manner of procurement and style of uniforms to be worn. The City agrees to provide, at a minimum cotton

blend uniforms of at least 35% cotton to employees who are required to wear uniforms. Polyester or polyester blend uniforms that utilize cooling properties may be utilized. The employee agrees to launder the uniforms. The employee will be issued a replacement for each uniform that becomes torn or tattered as the result of normal wear and tear, but not for a uniform that has been damaged due to the employee's abuse or negligence. The employee must return the uniform as a condition for receiving a replacement.

B. The City will provide safety shoes for each employee who is required to wear such. The City shall have the authority to designate additional job classifications as eligible for the provision of safety shoes. Employees who request safety shoes and are denied such by their department may have the decision reviewed by the City Manager or his/her designee by submitting a written request within 10 work days of the department's decision. The decision of the City Manager or designee shall be final and binding and not subject to arbitration.

   The City shall determine the manner of procurement to be afforded all affected employees, and shall have the right of approval in determining types of shoes which are acceptable. Employees shall provide worn or unserviceable safety shoes to their respective department for inspection in order to obtain authorization for replacement. Employees may be permitted to keep such worn shoes after inspection at the discretion of their respective departments.

C. The City will provide employees with adequate rain gear. Rain gear that is worn, torn, and/or tattered through normal wear and tear shall be replaced, provided that the employee turned in the old rain gear. Employees may use umbrellas instead of rain gear as appropriate to the job classification.

D. All uniforms and equipment provided by the City shall be issued and accounted for in accordance with I.R.S. regulations governing same.

Section 10. Certification Pay

A. Incumbents in the classifications of Fleet Mechanic, Mechanic Fabricator, Fleet Mechanic Supervisor, Fleet Parts Specialist, and Warehouse Supervisor who obtain and maintain job-related ASE certifications in accordance with standards established by the City shall receive $0.50 per hour in addition to the employees' base rate of pay for each such certification obtained and maintained up to a maximum of seven (7) such certifications. City fleet service mechanics who obtain and maintain the required ASE certifications constituting the designation of ASE Master in a City authorized module of study shall receive $5.00 per hour in addition to the employees' base rate of pay in lieu of the individual certification pays described above. The City agrees to pay the cost of the training and examination process for each certification the first time employees attend such only. The City reserves the right to determine the appropriate certifications that will be entitled to the additional compensation.

B. The classifications of Beach Lifeguard and Senior Beach Lifeguard shall be eligible for a 5% certification pay differential in addition to the respective incumbent's base rate of pay for the possession and maintenance of a valid State of Florida Emergency Medical Technician certification.

The classifications of Aquatics Coordinator and Pool Lifeguard who obtain and maintain job related Water Safety Instructor, Lifeguarding, or Emergency Medical Responder certifications shall receive $0.25 per hour in addition to the employees' base rate of pay for each certification up to a maximum of three (3) certifications.

C. The classification of Building Construction Inspector shall be eligible for a 15% licensure pay differential in addition to the respective incumbent's base rate of pay for the possession and maintenance of two or more valid inspector licenses offered by the State of Florida Building Code Administrators and Inspectors Board. The classification of Building Construction Inspector shall also be eligible for a licensure pay differential of $50 per payroll period in addition to the respective incumbent's base rate of pay for the possession and maintenance of each valid plans examiner license offered by the State of Florida Building Code Administrators and Inspectors Board when the employee is directed by his/her department to utilize such license at any time during the payroll period.

The table below establishes parameters within the current pay range to identify pay level in relation to the license(s) held.

Licenses Held	**Starting Compensation**
One (1) license	$52,000
Two (2) licenses	$54,000
Three (3) licenses	$57,000
Four (4) licenses	$60,000

D. Incumbents in the classifications of Water Distribution Operator and Water Distribution Lead Operator , Water Distribution Foreman, and Water Distribution Supervisor who obtain and maintain job-related Water Distribution Operator Licenses in accordance with standards established by the City shall receive $50.00 per payroll period in addition to the employee's base rate of pay. The City agrees to pay the cost of the examination process for each level certification.

Incumbents in the classification of Water Quality Technician who obtain and maintain job-related Water Distribution Operator or Water Treatment Plant Operator Licenses in accordance with standards established by the City shall receive $50.00 per payroll period in addition to the employee's base rate of pay. The City agrees to pay the cost of the examination process for each level certification.

Incumbents in the classifications of Water/Wastewater Plant Operator C, Water/Wastewater Plant Operator B, Water/Wastewater Plant Operator A, and Chief Water/Wastewater Operator shall receive $50.00 per payroll period if classified as a "C' licensed Operator; $100.00 per payroll period if classified as a "B' licensed Operator; and $150.00 per payroll period if classified as an "A" licensed Operator or Chief Operator, in addition to the employee's base rate of pay.

E. Police Telecommunicators, Senior Police Telecommunicators, and Police Telecommunicator Supervisors, who are hired on or after October 1, 2022, shall receive a 3% increase to base pay for each of the following training tasks successfully completed: (i) call-taker-training and successful completion of the related state exam; (ii) information/CJIS terminal training; (iii) dispatcher training.

Incumbent Police Telecommunicators, Senior Police Telecommunicators, and Police Telecommunicator Supervisor, who were hired prior to October 1, 2022, shall receive 1.5% increase to base pay for each of the training tasks, as listed in the previous paragraph, completed as of October 1, 2022. Incumbent employees in these classifications will not be eligible for further training-related adjustments.

Police Telecommunicators, Senior Police Telecommunicators, and Police Telecommunicator Supervisors shall receive each training-related adjustment only once regardless of job classification or adjusted amount.

Section 11. Replacement/Repair of Tools

The City will replace or repair, as appropriate, the tools of employees who are required by the City to furnish their own tools, when it can be verified such tools are broken on the job or when such tools are stolen from the job site and a police report confirming the theft is given to management. Tools will be replaced with tools of same manufacture and model. If the exact tool cannot be provided, a tool of equal value and quality shall be provided. Employees shall be required to report the breakage or loss of such tools to theft immediately in order to be entitled to replacement or repair.

Section 12. Training and Career Development Workshops

Employees will be compensated in accordance with the Federal Fair Labor Standards Act and applicable City Policy for the time the employee attends training and career development workshops.

Section 13. Travel and Mileage

Employees shall be compensated in accordance with the Federal Fair Labor Standards Act and applicable City Policy for work related travel time. All employees who drive their own vehicle for City business will be paid upon request reimbursement in accordance with City policy for any mileage traveled at the rate set by the Internal Revenue Service.

Section 14. Commercial Driver's License

A. Employees in driving positions which require a CDL and who fail to comply with requirements of the State of Florida CDL program cannot continue to function in their driving positions. At such time as the employee can no longer drive vehicles required in his/her job classification because of his/her failure to comply with CDL requirements of the state, the City shall preclude the employee from driving the designated City vehicles. The employee shall have thirty (30) days in which to comply with the state CDL requirements or to obtain a transfer, demotion or promotion to a position not requiring CDL licensure. Such job change must be accomplished within the normal processes for transfer, demotion or promotion. Failure to obtain the appropriate license or, alternately, to obtain a transfer, demotion or promotion to a position not requiring the CDL shall result in the layoff of the employee.

B. The City will reimburse regular, non-probationary employees for the cost of any CDL and endorsements required by the City, including any fees associated with obtaining such license or endorsements, provided the employee has submitted evidence of possession of the CDL in good standing along with a receipt identifying the costs incurred.

Section 15. Parking

The City will make an effort to provide parking for all employees.

Section 16. Tuition Reimbursement

Each member of the bargaining unit shall be entitled to reimbursement for tuition fees for approved courses in accordance with the City's Tuition Refund Program up to an amount of $2,500 per year for each fiscal year of this Agreement.

ARTICLE 10
INSURANCE

Section 1. The City agrees to meet with the CWA representatives as necessary to review the health and life insurance programs for the purpose of reducing the cost of such programs for the City and the employees. The City further agrees to provide the CWA with such information as it has available which would be required to formulate such a benefit package and to cooperate with the CWA to obtain pertinent information from the present carrier.

Section 2. The City agrees that for the calendar year occurring within the first year of the agreement, the City shall contribute toward the medical insurance premiums for employees and their dependents in the amount authorized for the plans approved by the City Commission. The City and Union agree to maintain a Benefits Committee recommendation process culminating in final action by the City Commission to determine medical insurance premiums for employees and their dependents for the duration of this Agreement. The City further agrees that during the life of the agreement, the City will make available to employees the option of at least one health insurance plan for which the City shall pay 100% of the premium for the employee only base benefit plan cost, it being understood that such base plan may provide a different level of benefit than that which is currently provided, and that such plan may include requirements or incentives as conditions for enrollment in the plan as determined by the outcome of the Benefits Committee process described above.. Additional coverage for the family or spouse, as well as any enhancements or "buy ups" to the base plan will continue to be paid for by the employee.

Section 3. The City shall pay the premiums for group life insurance for all bargaining unit members equivalent to one-and-one-half times the respective employee's annual base rate of pay, up to a maximum of $50,000 coverage.

Section 4. Unemployment Insurance: The City shall participate in and provide employees with unemployment insurance as provided by law.

Section 5. **Workers' Compensation Insurance**: The City shall participate in and provide employees with Workers' Compensation Insurance as provided by law.

Section 6. **Social Security Insurance**: The City shall provide all necessary employer contributions for social security insurance as provided by law for those employees ineligible to participate in the City retirement program.

Section 7. **Liability Insurance:** The City shall provide legal counsel to assist in the defense of any claim against any member of the bargaining unit, where the claim results from the employee's employment with the City and where the employee is acting within the scope of his/her employment, except that the City will not be obligated to defend or pay a claim based on an intentional tort. The City will indemnify, pay or insure any claim other than an intentional tort.

ARTICLE 11
PERFORMANCE AND DISCIPLINE

Section 1. No employee shall be disciplined except for just cause.

Section 2. The City and the Union will continually review the Performance & Behavior Management Program (PBMP) at mutually convenient time periods in a cooperative manner.

Section 3. Whenever the City or the Union proposes to amend any policy affecting the discharge and discipline of unit employees, the City or the Union shall provide notice and a copy of the proposed amendments to the other party at least 21 days in advance of a meeting. The Union and the City shall meet to reach consensus on any proposed changes.

Section 4. Whenever an employee who is an Union member is noticed of any meeting that could result in discipline, the employee will be granted a minimum of two (2) business days before the meeting to arrange for Union representation. Business days shall be defined as Monday through Friday exclusive of any holiday recognized by the City.

Section 5. Development plans designed to address employees' performance or behavior which does not meet established standards or expectations may be initially implemented for a period from a minimum of 3 months to a maximum of 6 months, and may be extended for up to an additional 6 months if deemed appropriate. Employees shall be provided written acknowledgment of successfully completed development plans.

ARTICLE 12
DRUG AND ALCOHOL POLICY

The City's policy is intended to conform to the Drug Free Work Place Act and to be in compliance with any Federal Law requirements regarding the unlawful manufacturing, distribution, dispensation, use or possession of any controlled substance or illegal drug.

Section 1. Voluntary use of controlled substances which cause intoxication or impairment on the job and poses risks to the employer, the affected employee and their coworkers, is prohibited.

Section 2. All bargaining unit employees will be fully informed of the employer's for cause drug testing policy before testing is administered. Bargaining unit employees will be provided with information concerning the impact of the use of drugs on job performance. Unit supervisors will be trained to recognize the symptoms of drug abuse, impairment and intoxication. The City will permit two employees selected by the Union to attend such training class on City time.

Section 3. Annual Physical

Employees in job classifications which require an annual or biannual physical may be required to submit to a drug screening as part of the annual physical examination.

Section 4. City's Drug and Alcohol Program Policy

The City's Drug and Alcohol Program Policy delineates drug and alcohol test procedures. Revisions governing testing standards and job classification specifications shall be made as revisions to laws or regulations of state or federal government or agencies deem permissible. Union representatives will be furnished with copies of the policies upon such revision. Whenever the City or the Union proposes to amend or change any policy affecting drug and alcohol testing, the City or the Union shall provide notice and a copy of the proposed amendments or changes to the other party at least 30 calendar days in advance of the proposed effective date of the change. The Union and the City shall have the right to bargain such proposed amendments or changes in accordance with the law and the terms of this agreement.

ARTICLE 13
RETIREMENT

Section 1. The City agrees to send announcements of regularly scheduled meetings of the Board of Trustees of the Employees' Retirement System to the President of the Union.

Section 2. A spokesman for the Union shall have the right to present the Union's views regarding the employees' retirement system either orally or in writing to the Advisory Committee of the Board of Trustees.

Section 3. Notification of any change of benefits in the Employees' General Pension Plan shall be given to the employees 60 days prior to any action taken.

Section 4. The parties agree to bargain proposed changes in the City's Pension Plan that deal with mandatory subjects of collective bargaining and any impact these changes may have on bargaining unit members.

Section 5. Vacation and Bonus to be Credited Toward Retirement

A. Vacation Accumulation

The amount of vacation accumulation shall not exceed 240 hours for the purpose of early retirement.

B. Special Bonus Days After 20 Years

Upon the completion of a total of 20 years (consecutive) service with the City, an employee who was employed by the City prior to October 1, 1990, shall be entitled to begin accumulating credit toward the awarding of bonus days for the purpose of early retirement or a cash settlement only at the time of retirement which shall not exceed a total of 15 working days. No bonus days shall be provided to any employee hired by the City on or after October 1, 1990.

The schedule for the accumulation of bonus days shall be as follows:

Upon completion of 21 years service	Accumulate 1 day
Upon completion of 22 years service	Accumulate 2 additional days
Upon completion of 23 years service	Accumulate 3 additional days
Upon completion of 24 years service	Accumulate 4 additional days
Upon completion of 25 years service	Accumulate 5 additional days
Number of days which may be accumulated	15 days total

Section 6. During the advancing of the retirement date through the use of sick leave, bonus days, and vacation leave, employees shall not accrue any benefits except retirement credit, including but not limited to vacation leave, sick leave, insurance premiums, holidays, floating holidays, workers' compensation, salary increases, assignment pay, shift pay, allowances, reimbursements or special payments, or bonuses of any kind.

ARTICLE 14
SENIORITY, LAYOFF, AND RECALL

Section 1. Seniority

A. Seniority is defined as the length of continuous service in City employment. Seniority will continue to accrue during all types of leaves of absence with pay and other leaves where specifically provided.

B. After successful completion of the initial probationary period, which is six months, seniority will revert to the date of employment. Seniority shall be used as a factor in consideration for promotion. When skills and qualifications are substantially equal, seniority shall prevail.

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

1. Voluntary termination.
2. Retirement.
3. Termination for Cause.
4. Failure to return from military leave within the time limit prescribed by law.

D. Whenever there is a question as to which bargaining unit employee shall be allowed vacation for requests made outside of the established "vacation pick" process, days off, differential payments or hours of work, seniority shall prevail, provided skills and qualifications are substantially equal.

Section 2. Layoffs

A. An employee may be laid off by the City Manager in the manner herein provided when there is lack of work or funds, abolition of either full-time or part-time position, or material changes in duties or organization which require a reduction in personnel. No regular employee, however, shall be laid off while there are Emergency, Temporary, Seasonal, probationary, or other non-regular status employees serving in the same class.

B. When the need arises for laying off either full-time or part-time regular employees in any department for any of the reasons enumerated in Section 1 hereof, the order of layoff shall be determined by taking into account both service ratings and seniority. It is specifically understood that layoffs will be by classification on a city-wide basis. When other qualifications are substantially equal, City seniority will govern. When City seniority is the same, time in classification will govern. When City seniority and time in classification are the same, the order of layoff shall be determined by a coin toss. When determining the order of layoff for part-time employees, City seniority shall be defined by the number of completed continuous service hours.

C. An employee who is designated to be laid off shall have the opportunity to revert to the classification he/she held prior to his/her current classification. If a vacant position exists within such employee's prior classification, the employee will be assigned to the vacant position. If no vacant position exists within such employee's prior classification, and this movement requires further reduction in the work force, the same procedure shall be utilized for subsequent positions in accordance with this section, and the process continued through the ranks thereafter.

The provisions of this and the following section are based on the premises that the services of the affected employee have been satisfactory and that he/she is physically and mentally capable of efficiently discharging the duties of another position in the same or lower class.

D. Names of regular employees who are laid off shall be placed on the re-employment list for the appropriate class for re-employment within one year thereafter when vacancies in the class occur. An employee who is eligible to have his/her name placed on a re-employment list may, on written request and with the approval of the Human Resources Director and the City Manager or designee, have his/her name also placed on re-employment lists for the same or lower classification requiring essentially the same or lesser qualifications within a class series or for other classes in which the employee previously had regular status. Names shall be placed on the re-employment list in the order of City seniority.

ARTICLE 15
DURATION, MODIFICATION AND TERMINATION

This Agreement shall be effective as of October 1, 2023 and shall continue in full force and effect until September 30, 2026. At least 120 days prior to the termination of this Agreement, either party hereto shall notify the other, in writing, of its intention to modify, amend or terminate this Agreement. Failure to notify the other party of its intention to modify, amend or terminate, as herein above set forth, will automatically extend the provisions and terms of this Agreement for a period of one year, and each year thereafter absent notification.

This Agreement and the City's responsibilities under this Agreement shall terminate upon decertification of the Union or the suspension or revocation of the Union's certification by the Florida Public Employee Relations Commission.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 3rd day of November 2023.

ATTEST:

CITY OF CLEARWATER

Rosemarie Call, City Clerk

Jennifer Poirrier, City Manager

Approved as to form and correctness:

David Margolis, City Attorney

Countersigned:

Brian Aungst Sr, Mayor

FOR MAYOR

COMMUNICATIONS WORKERS OF AMERICA

Ronald Rice, President, Local 3179

WITNESSES:

APPENDIX A
Alphabetical Listing of Job Classifications

Job Class	Current Job Title	Salary Range
3728	Account Collector	7
3815	Accounting Technician	9
3660	Air Conditioning Technician	14
3365	Aquatics Coordinator	12
3340	Arborist	14
3362	Beach Lifeguard	9
3845	Billing Specialist	10
3645	Building & Maintenance Supervisor	18
3425	Building Construction Inspector	18
3423	Building Inspector Technician	14
3250	CAD & GIS Technician	14
3030	City Clerk Specialist	13
3445	Code Enforcement Inspector	15
3429	Combination Building Inspector	20
3615	Container Maintenance Worker	10
3245	Contracts & Procurement Specialist	13
3915	Custodial Worker	3
3840	Customer Service Representative	7
3850	Customer Service Specialist	11
3724	Customer Service Trainer	15
3410	Development Review Technician	12
3415	Development Review Trainee	7
3630	Electrical Supervisor	18
3885	Engineering Technician	14
3255	Environmental Code Enforcement Inspector	15
3700	Fire Apparatus Mechanic	16
3685	Fleet Buying Coordinator	18
3705	Fleet Mechanic	14
3680	Fleet Mechanic Supervisor	19
3690	Fleet Operations Trainer	15
3675	Fleet Parts Specialist	8
3740	Gas Operations Supervisor	21
3745	Gas System Specialist	19
3755	Gas Technician	11
3756	Gas Technician Apprentice	8
3059	Graphic Designer	15
3465	Industrial Electrician	17
3550	Industrial Pretreatment Inspector	16

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APPENDIX A
Alphabetical Listing of Job Classifications

Job Class	Current Job Title	Salary Range
3435	Inspections Specialist	16
3750	Lead Gas Technician	17
3305	Lead Parks Service Technician	13
3165	Lead Stormwater Technician	14
3319	Lead Streets & Sidewalks Technician	15
3495	Lead Wastewater Collections Technician	16
3538	Lead Water Plant Operator	20
3558	Lead Wastewater Treatment Plant Operator	20
3280	Library Assistant	5
4655	Library Page	2
3650	Licensed Electrician	16
3910	Maintenance Worker	5
3780	Marine Facilities Supervisor	16
3900	Marine Facility Operator	9
3695	Mechanic Fabricator	14
3722	Meter Reader	6
3187	Parking Attendant	2
3190	Parking Citation Assistant	7
3200	Parking Enforcement Specialist	9
3195	Parking Enforcement Supervisor	17
3205	Parking Marina Supervisor	17
3180	Parking Meter Technician	12
3175	Parking Operations Supervisor	17
3925	Parking, Facilities & Security Aide	5
3330	Parks Heavy Equipment Operator	12
3302	Parks Service Foreman	15
3300	Parks Service Supervisor	17
3309	Parks Service Technician	4
3825	Personnel/Payroll Technician	12
3655	Plumber	14
3120	Police Aide	5
3115	Police Office Specialist	9
3110	Police Property Clerk	8
3105	Police Property Supervisor	16
3100	Police Records Clerk	6
3095	Police Records Specialist	11
3090	Police Records Supervisor	16
3085	Police Telecommunicator	14

APPENDIX A
Alphabetical Listing of Job Classifications

Job Class	Current Job Title	Salary Range
3080	Police Telecommunicator Supervisor	18
3087	Police Telecommunicator Trainee	10
3370	Pool Lifeguard	5
3492	Public Utilities Wastewater Collections Foreman	18
3490	Public Utilities Wastewater Collections Supervisor	21
3387	Recreation Coordinator	12
3380	Recreation Facilities Support Custodian	9
3392	Recreation Leader	5
3505	SCADA Specialist	20
3075	School Crossing Guard Coordinator	10
3726	Senior Account Collector	12
3813	Senior Accounting Technician	13
3360	Senior Beach Lifeguard	13
3875	Senior CAD & GIS Technician	16
3443	Senior Code Enforcement Inspector	17
3880	Senior Construction Inspector	18
3835	Senior Customer Service Representative	12
3405	Senior Development Review Technician	14
3752	Senior Gas Technician	14
3057	Senior Graphic Designer	17
3275	Senior Library Assistant	11
3720	Senior Meter Reader	10
3185	Senior Parking Attendant	6
3307	Senior Parks Service Technician	10
3082	Senior Police Telecommunicator	16
3385	Senior Recreation Coordinator	13
3390	Senior Recreation Leader	10
3610	Senior Solid Waste Worker	10
3167	Senior Stormwater Technician	12
3321	Senior Streets & Sidewalks Technician	12
3235	Senior Survey Assistant	12
3760	Senior Utility Dispatcher	9
3497	Senior Wastewater Collections Technician	14
3440	Sign Inspector	15
3665	Skilled Tradesworker	11
3595	Solid Waste Accounts Coordinator	12
3601	Solid Waste Boom Crane Operator	12

APPENDIX A
Alphabetical Listing of Job Classifications

Job Class	Current Job Title	Salary Range
3600	Solid Waste Equipment Operator	13
3591	Solid Waste Operations Supervisor	19
3592	Solid Waste Service Foreman	15
3590	Solid Waste Supervisor	19
3602	Solid Waste Technical Operator	11
3620	Solid Waste Worker	6
3800	Staff Assistant	7
3130	Storeskeeper	10
3150	Stormwater Foreman	16
3155	Stormwater Heavy Equipment Operator	12
3148	Stormwater Supervisor	20
3169	Stormwater Technician	8
3160	Street Sweeper Operator	12
3315	Streets & Sidewalks Supervisor	18
3323	Streets & Sidewalks Technician	8
3240	Survey Assistant	7
3230	Survey Crew Leader	15
3210	Traffic Engineering Assistant	12
3215	Traffic Operations Supervisor	18
3220	Traffic Sign & Marking Technician	12
3225	Traffic Signal Technician	14
3605	Transfer Station /Scales Operator	11
3345	Tree Trimmer	8
3480	Utilities Electronics Technician	16
3474	Utilities Lead Mechanic	16
3462	Utilities Maintenance Foreman	18
3460	Utilities Maintenance Supervisor	21
3475	Utilities Mechanic	14
3765	Utility Dispatcher	7
3670	Warehouse Supervisor	16
3500	Wastewater Collections Technician	8
3555	Wastewater Treatment Plant Chief Operator	22
3560	Wastewater Treatment Plant Operator A	18
3562	Wastewater Treatment Plant Operator B	16
3565	Wastewater Treatment Plant Operator C	14
3570	Wastewater Treatment Plant Operator Trainee	8
3512	Water Distribution Foreman	18
3515	Water Distribution Operator Lead	16

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APPENDIX A
Alphabetical Listing of Job Classifications

Job Class	Current Job Title	Salary Range
3520	Water Distribution Operator	13
3525	Water Distribution Operator Trainee	8
3510	Water Distribution Supervisor	21
3535	Water Treatment Plant Chief Operator	22
3540	Water Plant Operator A	18
3542	Water Plant Operator B	16
3545	Water Plant Operator C	14
3546	Water Plant Operator Trainee	8
3503	Water Quality Technician	14
3625	Welder/Manufacturer	13

Appendix B

C.W.A. Pay Range Tables

2080 Annual Hours

Salary Range	FY23/24 Annual Min*	FY 23/24 Annual Max
1	32,460.4800	36,023.1768
2	32,947.3872	37,824.4152
3	33,441.7200	39,715.8216
4	33,943.2132	41,701.3740
5	34,452.3972	43,786.6416
6	34,969.2720	45,975.8676
7	35,493.5724	48,274.6212
8	36,026.3592	50,688.7368
9	36,566.3064	53,222.9880
10	37,114.7400	55,884.2700
11	37,671.6600	58,678.1520
12	38,507.5704	61,612.0596
13	40,433.1876	64,692.8880
14	42,454.8072	67,927.5324
15	44,577.4680	71,323.9488
16	46,806.2088	74,890.0932
17	49,146.3336	78,634.4520
18	51,603.9420	82,566.0420
19	54,184.0728	86,694.4104
20	56,893.3560	91,029.1044
21	59,738.1564	95,580.7320
22	62,724.5736	100,359.6360

* In no event shall any employee make less than minimum wage per State Statute.

Appendix B

C.W.A. Pay Range Tables

1950 Annual Hours

Salary Range	FY23/24 Annual Min*	FY 23/24 Annual Max
1	30,431.7000	33,771.8940
2	30,888.1092	35,460.4224
3	31,351.6788	37,233.8148
4	31,821.8784	39,094.9884
5	32,299.2384	41,050.0428
6	32,783.7588	43,102.4256
7	33,275.1744	45,257.4408
8	33,774.5460	47,520.6576
9	34,281.0780	49,896.5844
10	34,795.3008	52,391.5860
11	35,317.2144	55,010.7012
12	36,100.8804	57,761.3556
13	37,906.0968	60,649.6488
14	39,801.2160	63,681.9456
15	41,791.2768	66,866.2020
16	43,881.0528	70,209.5784
17	46,074.7872	73,719.7656
18	48,378.5796	77,405.7804
19	50,797.7340	81,275.8440
20	53,337.5544	85,339.7688
21	56,004.4056	89,607.1020
22	58,804.3872	94,087.1256

* In no event shall any employee make less than minimum wage per State Statute.