

RESOLUTION 2019-16

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, APPROVING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF FERNANDINA BEACH AND THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS, LOCAL 2044 FOR THE PERIOD OF OCTOBER 1, 2018, TO SEPTEMBER 30, 2021; AUTHORIZING EXECUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fernandina Beach and the United Brotherhood of Carpenters and Joiners, Local 2044, have negotiated a three-year agreement for the period of October 1, 2018, to September 30, 2021; and

WHEREAS, the United Brotherhood of Carpenters and Joiners, Local 2044, has ratified the agreement; and

WHEREAS, the agreement shall be retroactive to October 1, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FERNANDINA BEACH, FLORIDA, THAT:

SECTION 1. The City Commission hereby approves the collective bargaining agreement with the United Brotherhood of Carpenters and Joiners, Local 2044, for the period of October 1, 2018, through September 30, 2021, attached hereto as Exhibit "A", which shall be retroactive to October 1, 2018.

SECTION 2. The City Manager and the City Clerk are hereby authorized to execute the labor agreement.

SECTION 3. This Resolution shall become effective immediately.

ADOPTED this 5th day of February, 2019.

CITY OF FERNANDINA BEACH



John A. Miller
Commissioner-Mayor

ATTEST:



Caroline Best
City Clerk

APPROVED AS TO FORM AND LEGALITY:



Tammi E. Bach
City Attorney

CITY OF FERNANDINA BEACH

AND

UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS,
LOCAL 2044

AGREEMENT

EFFECTIVE
OCTOBER 1, 2018 – SEPTEMBER 30, 2021

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS
LOCAL 2044

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AGREEMENT

THIS AGREEMENT, entered into October 1, 2018, between the CITY OF FERNANDINA BEACH hereinafter referred to as the “City” (or the “Employer”) and the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS, LOCAL UNION NO. 2044 (hereinafter referred to as the “Union”):

PREAMBLE

WHEREAS, it is the intention of the parties to this Agreement to set forth the entire agreement of the parties with respect to matters within the scope of negotiations; NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree as follows:

Article 1

Recognition

- 1.1 The City hereby recognizes the United Brotherhood of Carpenters and Joiners, Local Union No. 2044, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms of conditions of employment for all employees in the bargaining unit.
- 1.2 The bargaining unit for which this recognition is accorded includes all full-time hourly, non-exempt, personnel in the City of Fernandina Beach, excluding Firefighters, Police Officers, Police Sergeants, and probationary employees employed by the City of Fernandina Beach and all salaried employees in all other job classifications of the City, specifically professional employees, managerial employees, technical and confidential employees, as set forth in the order issued by the Florida Public Employees Relations Commission on September 11, 1975 (Order No. 8H-RA-753-0168).
- 1.3 The City Manager or his designee(s) shall be the City’s sole representative for the purposes of collective bargaining with the Union on any matters that are not covered by this Agreement, and on questions relating to the implementation or interpretation of this Agreement.
- 1.4 The city shall recognize a local union committee of three (3) along with the representative of the council for the purpose of collective bargaining with the City on any matters that are not covered by this Agreement, and on questions relating to the implementation or interpretation of the Agreement.

Article 2

No Discrimination

- 2.1 The City agrees to continue its policy of non-discrimination against any employee on the basis of race, color, religion, gender, pregnancy, national origin, age, disability, marital status, sexual preference, union activity, or any other category

- protected by law. Any claim of discrimination by an employee against the City, its officials or representatives, shall be grievable and arbitrable under the provisions of Article 16 – Grievance Procedure, but shall not be subject to the problem resolution procedure contained in City’s Personnel Policy Manual.
- 2.2 The Union agrees that it will not discriminate against any employee on the basis of race, color, religion, gender, pregnancy, national origin, age, disability, sexual preference, or marital status and shall not interfere with the right of employees covered by the Agreement to become or refrain from becoming members of the Union, and shall not discriminate against any such employees, because of membership or non-membership in any employee organization.
- 2.3 The Union agrees to support the City’s Equal Employment Opportunity Program and Anti-Harassment Policy.

Article 3
Management Rights

- 3.1 The Union agrees that the City has and will continue to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects; and the powers of authority which the City has not officially abridged, delegated, or modified by the express provisions of the Agreement are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to, the right to determine the organization of the City government; to determine the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the City, including the right to assign work and overtime; to hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions of the City; to suspend, demote, discharge, or take other disciplinary action against employees for proper cause; to increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds, or other legitimate reasons; to determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchased; to establish, modify, combine or abolish job classifications; to change or eliminate existing methods, equipment or facilities; and to establish, implement and maintain an effective internal security program.
- 3.2 The City has the sole authority to determine the purpose and mission of the City, to prepare and submit budgets to be adopted by the City Commission, and to expend monies appropriated by the City Commission, as it shall deem desirable.
- 3.3 Those inherent managerial functions, prerogatives and policy-making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.

- 3.4 If it is determined that civil emergency conditions exist, including, but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that the wage rates and monetary fringe benefits shall not be suspended.
- 3.5 This article shall not supersede other articles in the agreement.

Article 4

No Strike

- 4.1 “Strike” means the concerted failure of employees to report for duty; the concerted absence of employees from their positions; the concerted stoppage of work by employees; the concerted submission of resignations by employees; the concerted abstinence in whole or in part by any group of employees from the full and faithful performance of the duties of employment with a public employer for the purpose of inducing, influencing, condoning, or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of public employment, or participating in a deliberate and concerted course of conduct which adversely affects the services of the public employer; the concerted failure of employees to report for work after the expiration of a collective bargaining agreement; and picketing in furtherance of a work stoppage. The term “strike” shall also mean any overt preparation including but not limited to the establishment of strike funds with regard to the above listed activities.
- 4.2 Neither the Union, nor any of its officers or agents, nor members covered by the Agreement, nor any other employees covered by this Agreement, will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, unlawful picketing, or any other interruption of the operations of the City regardless of the reason for so doing.
- 4.3 Each employee who holds a position with the Union occupies a position of special trust and responsibility in maintaining and bringing about compliance with this Article and the strike prohibition in F.S. 447.505 and the Constitution of Florida, Article I, Section 6. Accordingly, the Union, its officers, stewards, and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with the Article and the law by remaining at work during any interruption which may be initiated by others; and including their responsibility, in event of breach of this Article or the law by other employees, and upon the request of the City, to encourage and direct employees violating this Article or the law to return to work, and to disavow the strike publicly.

Article 5
City Rules and Past Practices

- 5.1 All rules, regulations, policies, and procedures of the City in effect on the effective date of this Agreement shall remain in full force and effective if not specifically in conflict with the terms of this Agreement.
- 5.2 The City agrees to keep the Union informed of all proposed rules, regulations, and policy or procedure changes, within ten (10) days prior to implementation. Changes to existing or establishment of new rules, regulations or policies may be a subject of discussion between the Union and the City and negotiation at the request of the Union.
- 5.3 The City agrees that all past practices not specifically included in this agreement will not be changed without negotiation with the Union. It is the goal of the City and the Union to negotiate and incorporate any previously undocumented negotiable past practices into the union agreement or policy manuals.

Article 6
Union Business

- 6.1 Absence from the Work site for Union Business - Members of the bargaining unit who are officials of the Union shall be granted time off for Union business when the absence does not interfere with the operation of the department to which assigned. Requests for such time off shall be submitted in writing for approval to the Department Head or his designee in his absence. In emergency situations only, the request may be submitted orally and later confirmed in writing.

For approved leave for Union Business the City shall pay the employee for actual hours missed up to eight (8) hours and the Union shall reimburse the City for approved leave that exceeds eight hours (8) with in two (2) weeks of the actual absence for time.

- 6.2 Indemnification
The Union shall indemnify, defend and hold the City, its officers, officials, agents and employees, harmless against any claim, demand, suit or liability (monetary or otherwise), and for all reasonable legal costs arising from any action taken or not taken by the City, its officials, agents and employees in complying with this Agreement.

Article 7
Bulletin Boards

- 7.1 The City shall provide the Union with suitable bulletin board space and the Union agrees to use the space provided only for Union business. The Union agrees that

the space will not contain controversial or political material, such as taking sides on issues or supporting a particular candidate for public office.

- 7.2 The Union agrees to provide the City Human Resources Director copies of all materials or notices prior to posting on the bulletin boards.

Article 8 Union Stewards

The City will recognize one (1) Chief Steward and six (6) shop stewards appointed by the Union who are employees in this bargaining unit.

- 8.1 The City will recognize a grievance committee appointed by the Union, which shall consist of not more than two (2) employees in the bargaining unit and the President of Local 2044 or his designee.
- 8.2 The Union will notify the City in writing of all Union officers and primary and alternate stewards within fifteen (15) days after the effective date of this Agreement. The City will be notified in advance by the Union prior to any changes in officers, primary and alternate stewards, and members of the grievance Committee.
- 8.3 The Union agrees not to solicit grievances, membership in the Union, and collection of Union monies on City property in work areas during work time. This restriction does not prohibit stewards from answering legitimate questions from members of the bargaining unit concerning Union activity.

Article 9 Dues Withholding

- 9.1 During the term of this Agreement, upon written authorization from a bargaining unit member, the City agrees to withhold Union Membership dues in equal amounts on a bi-weekly basis in an amount established by the Union and certified in writing to the City Manager. Such deduction shall commence with the pay for the first full pay period following receipt of the authorization by the City. The Union agrees to provide the City at least 30 days written notice prior to the effective date of any increase in dues. The City agrees to remit to the Union within ten (10) days following close of the pay period all dues withheld.
- 9.2 In the event an employee's salary earnings within any pay period, after deductions for withholding, Social Security, retirement, City health insurance and other priority deductions, are not sufficient to cover dues assessment it will be the responsibility of the Union to collect its dues for the pay period directly from the employee.
- 9.3 Deductions for Union dues shall continue until either: (1) revoked by the employee by providing the Union and the City 30 day's written notice that he is

terminating the prior dues withholding authorization, or (2) the termination of employment in the recognized bargaining unit of the authorizing employee.

- 9.4 The Union agrees that the City will not withhold from the pay of bargaining unit members any assessments, fines or penalties imposed on members by the Union.

Article 10

Hours of Duty and Overtime

10.1 Duty Time

- a. The normal work cycle shall be five (5) scheduled workdays or forty (40) hours in a seven (7) day period. The seven (7) day period shall begin on Sunday, 12:01 a.m., and end on Saturday midnight.
- b. The normal workday shall consist of eight (8) consecutive hours unless employee agreement is received for a split shift, exclusive of the lunch period, in the case of other departments where ten (10) or twelve (12) hour workdays are scheduled.
- c. Employees may, at times, be required to work an alternate workweek. The City will make every effort to give employees forty-eight (48) hours advance notice, unless otherwise agreed to by the affected employee.
- d. Employees will be allowed one (1) break period, not to exceed fifteen (15) minutes, in any consecutive four (4) hour period. Employees are not permitted to leave the work site during the break period. Paid breaks will not be combined with any other breaks or meal periods or at the beginning or end of the work period. Break time will begin when the employee stops work and end when the employee returns to work.
- e. When assigned to shift work, employees will work eight (8) hours per day shifts as a normal workday. The day for shift workers shall begin at 7:00 a.m. and end at 7:00 a.m. the following day. Establishment of shift days, beginning times and rotation are the responsibility of management. Any changes in these shift parameters will be discussed with the shift employees prior to implementing any changes.
- f. The City agrees to keep work in excess of established schedules at a minimum and to permit such work only when it is necessary to meet City operational requirements. The City agrees to schedule workers no more than sixteen (16) hours consecutively with an eight (8) hour rest period between shifts, unless it is an extreme emergency, and regardless of whether the employee volunteers for the overtime work.

10.2 Overtime

- a. The City reserves the right to direct employees to work overtime. Overtime will be paid at the rate of 1 ½ times the regular hourly rate of the employee.
- b. Overtime will be paid to employees whose work hours exceed forty (40) per week, in accordance with the Fair Labor Standards Act (FLSA). Holiday, Vacation and PTO will count toward hours worked for overtime calculations.
- c. Overtime will not be worked without the prior approval of the Department Head or his designee.
- d. In the event that an employee is called back to work after completing his work shift, he shall be paid for all time worked, but not less than three (3) hours at his appropriate overtime rate of pay.
- e. The City will make every effort to assign overtime in a fair and equitable manner. Each division will develop an overtime roster for assignment of overtime if necessary and rotate qualified employees on an equal basis. However, qualifications to perform the job will be taken into consideration in assigning overtime. In the event of mandatory overtime, assignments will be made as follows:
 - (1) Volunteers
 - (2) Mandatory assignment will include all union personnel of all departments, as necessary

10.3 Comp Time - An employee may elect to take compensatory leave time in lieu of over-time pay, if mutually agreed upon by the employee and the department Director or his/her designee, up to a maximum accumulation of eighty (80) hours. The accumulated compensatory hours may be carried over from year to year, but shall not exceed eighty (80) hours in total at any time. All hours in excess of the maximum shall be in the form of pay. An employee who wishes to take compensatory leave time shall submit a leave request at least seventy two (72) hours in advance of the requested leave. Approval or denial of the request will be made by the department Director or designee based on the operational or fiscal impact of the request. The seventy two (72) hour notification requirement may be waived, circumstances permitting, at the discretion of the department Director or designee. An employee separating from the Department on a voluntary or involuntary basis shall receive a lump sum payment for any accumulated compensatory time. An employee shall be allowed to sell back forty (40) hours compensatory time at the employee's regular hourly rate of pay once per year.

10.4 Should a state of emergency be declared that requires the closing of the city, employees that are directed to not report to work shall be compensated at one-half of their regular rate. Employees that are required to remain on duty shall be compensated at their regular pay. During hazardous conditions, as determined by

the by the City Manager, or in the absence thereof his/her designee, employees shall be compensated at double their regular rate.

Article 11

On-Call Status

- 11.1 In the event of an emergency such as, but not limited to, hurricanes, man-made disasters, etc., employees must be ready to be called to work in an urgent situation during off-duty time. Any employee who is required to remain on an emergency stand-by basis and in telephone contact shall be compensated at the rate of time and one-half (1½) of the base rate of pay for a minimum of three (3) hours per twenty-four (24) hour period. Any employee who is required to remain on-site during an emergency beyond his/her normally scheduled hours will be compensated at the rate of time and one-half (1 ½) of the base rate of pay for a minimum of three (3) hours. Failure to comply may be considered insubordination, and may be subject to disciplinary action.
- 11.2 Employees who accept after hours work must report within one (1) hour of receipt of the call. Employees who fail, after accepting after hours work to respond within one (1) hour of receipt of the call may be subject to disciplinary action.
- 11.3 Certain employees are required as a matter of public safety as determined by the city to be placed in an on-call status. The city will not restrict the movement of employees who are required to remain in this status; however, employees on an on-call status must respond to any calls made to them within thirty (30) minutes of receipt of the call in a city provided vehicle.
- 11.4 Employees will be compensated for remaining in an on-call status in the following manner:
- a. An employee placed in an on-call status will be paid for three (3) hours at the rate of time and one-half (1½) the base rate of pay each day for the week in which the employee is on-call. The three (3) hours will cover the first call-in each day. If the first call-in takes longer than three (3) hours then the total hours will be paid at the overtime rate.
 - b. The employee shall be guaranteed not less than one (1) hours pay at the rate of time and one-half (1½) of their base rate of pay for each call-in after first call in for that on call 24 hour period. . All time worked when on-call shall be paid at the rate of time and one-half (1½) the base rate of pay.

Article 12

Filling of Vacancies

- 12.1 The City will post all vacancies for positions in the bargaining unit within 10 working days after position becomes vacant. Employees shall be given three (3)

working days to sign for the open position. However, when the City deems it necessary to change, alter or not fill a position, the UBC will be informed within ten (10) working days.

- 12.2 All full-time regular employees in good standing who have had no disciplinary action in the previous twelve (12) months may sign for the open position. Informal counseling and verbal warnings will not be counted for purposes of this article.
- 12.3 New hires must have satisfactorily completed the six month probationary period to be eligible to post for another position unless no other non-probationary employee has bid on the position.
- 12.4 Employees must have worked at least six months in their current position to be eligible to post for another position. However, this provision shall be waived prior to hiring outside the bargaining unit or if the open position is in the employee's department.
- 12.5 All employees who meet the criteria described in the articles above and who meet the basic minimum qualifications for the position, as advertised, will be referred for selection consideration. If one qualified employee is interviewed then all qualified employees will be interviewed. When candidates present equal qualifications, the UBC-covered candidate with the most seniority will be selected.
- 12.6 If an employee posts for a position at a lower grade and is selected, the employee will accept either the mid-point pay rate of the new position or the employee's current pay rate, whichever is less. An employee that post for and is awarded a lower position shall remain in the position for at least eighteen (18) months. If management chooses to move an employee into a lower pay grade for reasons other than disciplinary then the employee's pay will not be affected despite being moved into a lower paygrade.

Article 13

Probationary Period and Seniority

13.1 Duration of Initial Probationary Period

The probationary period for each newly hired employee in the bargaining unit shall be 180 days continuous service following the date of hire. An interruption for authorized leave of absence shall not constitute a break in continuous service, but any time on leave without pay shall not be credited as time in service and will be added to the 180 day probationary status. An employee terminated during the probationary period does not have the right to grieve the termination under the grievance Procedures, Article 16.

13.2 Seniority

- a. Probationary employees do not acquire seniority with the City until they have successfully completed the probationary period. Upon completion, the employee's seniority date will commence with the employee's date of hire, if hired as a full-time employee, or date made regular status, if converted from seasonal or part-time status.
- b. City seniority is defined as an employee's continuous length of service with the City, commencing with last date of hire. When more than one (1) employee is hired on the same day, City seniority will be assigned in alphabetical order by last name.
- c. An employee's seniority will be considered to be broken when continuous service with the City is interrupted by: resignation; discharge for cause; failure to return from an authorized leave of absence; lay-off for more than six (6) months; failure to respond to a recall within ten (10) working days; or retirement.
- d. In the event of a lay-off for lack of funds or lack of work, employees will be given thirty (30) days written notice and will be laid off in inverse order of hire of the UBC-covered employees in the affected department. All part-time employees shall be laid off before any full-time employees within the same department that is being affected by the layoff. Employees shall be laid off by job classification with regard to seniority from least senior to most senior. An employee affected by the layoff may bump into equal or lower job classification within the same department. The decision concerning which employee(s) are to be laid off within the affected job class shall be based upon the affected employee(s) ability to perform the remaining work available, past performance, and seniority. If all factors are equal, seniority in position shall take precedence in determining the order of the layoff with less senior employees in the position subject to lay off first.
- e. In the event laid off employees are recalled to work, recalls shall be in reverse order of lay-off.
- f. Notice of recall shall be sent to the former employee's last address by Certified Mail. All recalls must be responded to within ten (10) working days of receipt. Failure to respond will result in loss of seniority and recall rights.

Article 14

Wages, Advancement and Job Classification

- 14.1 It is understood and agreed that Human Resources is responsible for classifying positions to the appropriate grade levels within the Classified Service Pay Schedule.

14.2 Employees shall be advanced in pay according to a merit system outlined below. Beginning October 1, 2015, the bargaining unit will move to a performance-based evaluation and pay system, and members may earn a merit pay increase from zero (0) percent to six (6) percent annually based on the performance rating assigned. Pay increases will be granted effective October 1, 2015, and October 1 of each year thereafter. Employees will not receive merit advancements if a promotion has been received within the last six (6) months.

14.3

Employees at maximum pay will receive pay increases at one-half of the evaluation merit rate.

14.4 Newly hired employees will receive a probationary evaluation upon the completion of six months of service, and may be eligible for a merit increase at the discretion of the department head.

14.5 Annual appraisals will be completed on General Employee Performance Evaluation Forms Employee will be assessed on twelve (12) competencies and will be rated as follows:

- N – Does not meet Expectations
- M – Meets Expectations
- E – Exceeds Expectations

An overall rating for the entire review is then assigned based on the five (5) point system below:

- A rating of a 1 indicates the employee's performance does not meet the standards of the rating criteria.
- A rating of a 2 indicates the employee's performance is marginal and needs improvement.
- A rating of a 3 indicates the employee's performance meets the rating criteria and is average.
- A rating of a 4 indicates the employee's performance is above average and exceeds the rating criteria.
- A rating of a 5 indicates the employee's performance is exemplary and far exceeds the rating criteria.

The City and the Union agree that performance evaluations are to be completed in a timely manner, no later than sixty (60) days past the evaluation due date.

The City and the Union agree to review the current performance evaluation form during this contract period and may negotiate a more comprehensive form to be used.

If requested by the employee a Steward will be present. An employee disputing the results of the evaluation may seek relief through the grievance procedure.

Annual merit increases will be based on the on the Overall Rating as follows:

- A Rating of a 5 - 6%
- A Rating of a 4 - 4%
- A Rating of a 3 - 3%
- A Rating of a 2 - 2%
- A Rating of a 1 - No increase

- 14.6 In addition, employees may be eligible to receive a lump sum payment of \$1500 upon completion of certain state licenses, with the approval of the City Manager. The approved state licenses eligible for the lump sum bonus are:
- a. Water Plant Operator A, B, or C
 - b. Water Distribution System Operator 1, 2, or 3
 - c. Wastewater Plant Operator A, B, or C
 - d. Journeyman Electrical License
 - e. Master Electrical License
 - f. Florida HVAC License Class A or B
 - g. Pesticide License

At the discretion of the city manager a lump sum payment of up to \$1500 may be provided for completion of other certifications, licenses or similar education class.

- 14.7 An employee who fails to achieve an overall rating of a one (1) on the merit review rating will be placed on a 90-day performance improvement period (PIP). The employee will acknowledge his understanding of the PIP on the Employee Performance Evaluation Form. Following completion of the 90-day PIP, the employee will be further evaluated and appropriate action taken.
- 14.8 The pay of an employee promoted to one pay grade higher in the pay schedule will be increased at a minimum by a factor of six (6) percent from the hourly rate received immediately prior to promotion. For a promotion that is two pay grades higher, the employee will receive a pay increase at a minimum of eight (8) percent, and for a promotion that is three pay grades higher, the employee will receive at a minimum a pay increase of ten (10) percent. At the sole discretion of the City Manager the aforementioned percentages may be exceeded at the time of promotion for employees who have key skills and have demonstrated outstanding performance.
- 14.9 Pay grade adjustments in the Pay and Classification Plan do not constitute a promotion.
- 14.10 Employees shall be rewarded for continuous service with the city in the bargaining unit as an hourly supplement to the regular hourly rate of the employee as follows:

Five (5) Years of Service	10 cents per hour
Ten (10) Years of Service	20 cents per hour
Fifteen (15) Years of Service	30 cents per hour
Twenty (20) Years of Service	40 cents per hour
Twenty five (25) Years of Service	50 cents per hour

Article 15
Working Out of Classification

- 15.1 An employee temporarily transferred at the City’s request into a position at a higher grade or pay range for a period of five (5) consecutive days or more shall be paid at the lowest rate of pay in the higher grade or pay range or six percent (6%) above his current rate, whichever is higher, with an additional two percent (2%) for each additional range above the employee current pay. The senior qualified employee within the department will be given the first opportunity for the temporary transfer.
- 15.2 An employee temporarily transferred by the City to a position at the same grade level or pay range to a position at the same grade level or a lower grade shall retain the same rate of pay received prior to the temporary transfer.
- 15.3 Temporary transfers shall not exceed thirty (30) calendar days. Such transfers may be extended by mutual consent.

Article 16
Grievance Procedure

- 16.1 It is the policy of the City to encourage discussion on an informal basis between a supervisor and any employee of an employee complaint. Such discussion should be held with a view to reaching an understanding that will resolve the matter in a manner satisfactory to the employee, without need for recourse to the formal grievance procedure. An employee’s complaint will be presented and handled promptly and should be resolved at the lowest level of supervision consistent with the authority of supervisor. Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union to process a grievance (a) in behalf of any employee without his consent, or (b) with respect to any matter which is the subject of a grievance, appeal, administrative action before a governmental board or agency, or court proceeding, brought by an individual employee or group of employees, or by the Union.
- 16.2 A “grievance” is defined as a dispute involving the interpretation or application of the specific provisions of this Agreement, except as excluded in other Articles of

this Agreement. This grievance procedure is the exclusive process for resolving formal complaints concerning the interpretation and application of this Agreement.

- 16.3 A dispute involving the interpretation or application of a provision of this Agreement, which gives a right to the Union as an employee organization, may be presented by the Union as a grievance. Where any provision of this Agreement involves responsibility on the part of the Union that, in the view of the City, is not properly carried out, the City may present the issue to the Union as a grievance. Such grievances by either party shall be initiated at Step 3 of the Grievance Procedure within 15 business days of the occurrence giving rise to the grievance, if not resolved through informal discussions.

16.4 Procedures

Grievances shall be presented and adjusted in the following manner.

- Step 1 - Immediate Supervisor Level
An employee, accompanied by his respective steward, having a grievance may orally submit a grievance to his immediate supervisor, within ten (10) calendar days of the first occurrence of the event giving rise to the grievance, setting forth the specific facts on which the grievance is based. The immediate supervisor will have three (3) working days to respond. The employee may elect to take his grievance to the next step of the procedure if the response received from the immediate supervisor is not acceptable or timely.
- Step 2 - Department Level
If an employee initiates his grievance at this step, the grievance will be reduced to writing on a mutually agreed upon form, setting forth the facts of the complaint and the Article/Section violated, within five (5) working days after receipt. If a response is not provided within the time allotted, the grievance may be submitted to the Human Resources Director for action by the City Manager.
- Step 3 - City Manager Level
If the grievance is not resolved at Step 2, the employee may submit the grievance in writing through the Human Resources Director to the City Manager within five (5) working days after receipt of the reply at step 2. The City Manager will have ten (10) working days to respond, in writing, to the grievance.
- Step 4 - Arbitration Level
If the grievance is not resolved at Step 3, the Union may request arbitration within ten (10) business days after receipt of the response at Step 3 by submitting a request in writing to the Human Resources Director outlining the specific provision(s) of this Agreement at issue. If the grievance is not appealed for arbitration within the time limits, the

decision of the City Manager shall be final and binding upon the aggrieved employee and/or the Union.

- 16.5 The Human Resources Director and the Union President will meet within five (5) working days of receipt of the request for arbitration to jointly apply to the Federal Mediation and Conciliation Service for a panel of five (5) arbitrators. Within ten (10) working days of receipt of said panel, the Union President and the Human Resources Director will meet to select an arbitrator. Both the Union and the City shall have the right to strike two (2) names from the panel. Lot chance will determine who shall strike a name out first.
- 16.6 The arbitrator shall issue his decision no later than thirty (30) days from the date of the closing of the hearings. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issue(s) submitted. The arbitrator shall limit his decision strictly to the application and interpretation of the specific provisions of this Agreement as requested by the Union and the City.
- 16.7 The decision of the arbitrator, if made in accordance with his jurisdiction and authority under this Agreement, shall be final and binding on the Union, the City, and employees in the bargaining unit. In reaching his decision, the arbitrator will use the preponderance of evidence standard of proof.
- 16.8 The arbitrator may fashion an appropriate remedy where he finds a violation of this Agreement, but no liability, monetary or otherwise shall accrue against the City or the Union. With respect to grievances involving termination of employment, the arbitrator shall not modify the City's disciplinary action unless he finds the City's action to be arbitrary or capricious. However, this shall not eliminate the proper cause provision in Article 32 – Discipline.
- 16.9 The fees and expenses of the arbitrator shall be borne equally by both parties. Any party desiring a transcript shall bear the cost of it.
- 16.10 If a grievance arises from the action of an official outside the immediate department of the employee, the grievance may be initiated by Step 3, as appropriate, by submitting a written grievance through the Human Resources Director to the City Manager.
- 16.11 Failure to initiate a grievance within the time limit specified shall be determined a waiver of the grievance right. Failure at any step of this procedure to submit the grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision at that step. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee or the Union where appropriate, to proceed to the next step of the grievance process.

Article 17

Employee Assistance Program (EAP)

- 17.1 The City agrees to provide an Employee Assistance Program at no cost to the employees. Through the Employee Assistance Program, the City provides confidential access to professional counseling services for help in confronting certain personal issues. More information about this program may be found in the Personnel Policy Manual.

Article 18

Educational Assistance

- 18.1 The City may make educational assistance available to regular full-time employees who have completed 180 calendar days of service. While educational assistance is expected to enhance performance and abilities, the City cannot guarantee that participation in formal education will result in advancement, a different job assignment, or pay increases. Employees shall drive City owned vehicles, if available, to and from school or other related training opportunities.
- 18.2 The Union agrees that the Personnel Policy Manual maintained by the City will cover the educational assistance program under this Article.
- 18.3 Employees approved for the educational assistance must agree to remain with the City for a period of two (2) years from the date of completion of each educational assistance received. Failure to complete the service requirement obligates the employee to repay the City on a pro-rated basis (1/24 credit is given for each month of service following completion of the educational assistance program). This provision does not obligate the City to employ an employee for any set duration.

Article 19

Military Leave

- 19.1 Both parties hereto agree to comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Florida law in regard to military leave.

Article 20

Bereavement Leave

20.1

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

Up to five days of paid bereavement leave due to the death of an immediate family member will be provided regular full-time employees. The City defines “immediate family” as the employee’s parent or step-parent, spouse, or child (to include foster children). Up to three days of paid bereavement leave will be

provided due to the death of the employee's parent-in-law, child's spouse, sibling, grand-parents, or grandchildren. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

One day of bereavement leave may be granted due to the death of any other family member not included above who is related by blood or marriage in order that the employee may attend the funeral service.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation. Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisor's approval, use any available paid leave for additional time off as necessary.

Article 21
Jury Duty Leave

- 21.1 An employee covered by this Agreement who is summoned to jury duty or subpoenaed or summoned to appear in court as a witness in connection with performance of duties with the City will be granted administrative leave and will be paid his regular rate of pay for his required work period during such absence. If released by the court prior to the end of the employee's normally scheduled workday, the employee is expected to return to work.
- 21.2 Eligibility for administrative leave requires the employee to deposit with the Finance Department any monetary payment received for jury duty services.

Article 22
Personal Leave of Absence

- 22.1 All requests for a leave of absence shall be in writing and approved by the Department Head and the City Manager.
- 22.2 Upon request and with adequate advance notice, the City agrees to allow any union officer/delegate a personal leave of absence to attend union meetings/conferences no more than ten (10) working days in any calendar year.
- 22.3 Employees shall not engage in any outside employment during an authorized personal leave of absence unless approved in advance by the City Manager.
- 22.4 It is understood and agreed that all leaves of absence shall be without pay and will not exceed thirty (30) calendar days per year. The City and the Union agree to observe the requirements of the Family Medical Leave Act.

Article 23

Holidays and Holiday Pay

23.1 Holidays

All holidays shall comply with the day the State Government observes as the holiday. The following holidays are designated as paid holidays:

New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day

23.2 Holiday Pay

Employees shall receive their regular rate of pay for each designated holiday for the regular scheduled workday (e.g., 8, 10, or 12 hours).

23.3 Employees required to work on a holiday will receive the holiday pay mentioned in Section 23.2 above plus a rate at one and one-half (1 ½) times their basic rate of pay for all hours worked that day in addition to the holiday pay.

23.4 In computing overtime, holidays shall be counted as days worked; however, if a holiday falls on an employee's regular day off, then the holiday shall not be counted as time worked.

23.5 In order to be paid for a holiday, an employee must work or be in a pre-approved paid leave status (PTO, sick, vacation, jury duty or bereavement leave) the scheduled workday before and after the holiday. Upon furnishing a doctor's excuse for a minimal notice PTO leave, the PTO may be approved at the discretion of the department head.

Article 24
Vacation Leave

24.1 For employees hired prior to October 1, 2004, who chose the vacation and sick leave plan, vacation leave shall accrue as follows:

<u>Years of Service</u>	<u>Length of Vacation</u>
0-Less than 1 Year	5 days (40 hours)
1 Year-Less than 5 Years	10 days (80 hours)
5 Years-Less than 15 Years	15 days (120 Hours)
15 Years Plus	20 days (160 hours)

24.2 Pay for vacation leave shall be based on the rate of pay of the employee at the time the vacation is taken, computed on the employee's regularly scheduled workweek.

24.3 Management will approve vacation based on a first-come, first-served basis. In the event of a conflict, seniority rules. Leave forms shall be submitted no earlier than six months in advance and no later than seventy-two (72) hours notice before the requested leave would commence for management consideration of approval, unless extenuating circumstances arise. Management will furnish the employee with a valid reason for any denied vacation time.

24.4 Employees will be eligible to use vacation time as it accrues.

24.5 Absence due to sickness that is in excess of sick leave accrued may be charged to vacation leave upon the request of the employee.

24.6 An employee shall not be charged vacation leave for a holiday.

24.7 Unused vacation leave shall be paid an employee upon termination from City employment at the regular rate of pay received immediately prior to termination.

Article 25
Paid Time Off (PTO)

25.1 Full time employees will earn the following Paid Time Off (PTO) benefits:

Less than 1 year	7 days (56 hours)
1 year less than 5 years	20 days (160 hours)
5 years less than 10 years	25 days (200 hours)
10 years less than 15 years	28 days (224 hours)
15 plus years	32 days (256 hours)

- 25.2 Pay for PTO's shall be based on the rate of pay of the employee at the time the PTO is taken.
- 25.3 An employee will not be charged PTO time for holidays.
- 25.4 Employees will be eligible to use PTO time as it accrues.
- 25.5 Management will approve PTO's based on a first-come, first-served basis. In the event of a conflict, seniority rules. Leave forms shall be submitted no earlier than six months in advance and no later than seventy-two (72) hours notice before the requested leave would commence for management consideration of approval, unless extenuating circumstances arise. Management will furnish the employee with a valid reason for any denied PTO time.
- 25.6 Each employee will be allowed four (4) PTO absences with minimal notice (15 minutes prior to the start of the shift) on a rolling six month basis. More than one minimal notice occurrence per month will require management's approval. A doctor's statement may be required for each additional minimum notice PTO.
- 25.7 Employees will be allowed to carry forward unused PTO's up to a maximum of twelve hundred (1200) hours.
- 25.8 Employees who opted into the PTO plan when initially offered in 2004 may have accrued sick leave time kept in a separate bank. Employees will be allowed to use this sick leave time with a doctor's statement. Employees will be allowed to use time from this bank for illness or injury for their spouse or children provided they reside in the same household and they present a doctor's statement stating their presence is needed. Article 27 of this agreement will govern sick leave sell back of any accrued sick leave remaining in this bank on the employee's departure from the city.
- 25.9 There are no provisions for any type of sell back (including Christmas sell-back) of any accrued PTO time. Employees who take the PTO option will use this time in place of the current articles in this agreement that govern time off for sick leave and vacation time. Bereavement leave will remain as is and bereavement leave will not be charged to PTO time.
- 25.10 Employees have sixty days from the effective date of this agreement to opt into the PTO plan. All employees hired after October 1, 2004, are automatically on the PTO plan.

Article 26

Sick Leave

- 26.1 For every forty (40) hours worked, an employee will be credited with 2.0 hours sick leave. Sick leave is available to employees to use as accrued.

- 26.2 Employees may accrue a maximum of 1200 hours of sick leave, as provided herein. However, sick leave sell back benefits are limited to hours shown in Article 27-Sick Leave Sell Back Benefits for employees hired prior to March 24, 1997.
- 26.3 Sick leave may be used for an illness to a member of the employee's immediate family provided a doctor's statement is received stating that it was necessary for the employee to be absent to care for the family member, if required by the Department. Members of the employee's immediate family are defined in Article 22-Bereavement Leave. An employee using sick leave for this purpose for ten (10) consecutive days or more must request leave under the Family Medical Leave Act covered in the Personnel Policy Manual.
- 26.4 The City, at its discretion, may require any employee to present a doctor's certificate stating that the employee was unable to work to support the sick leave taken. Failure to provide a certificate required will result in the employee being charged absence without leave which will result in loss of pay for the time missed.
- 26.5 Employees shall have the option to sell back to the City twelve (12) hours sick leave the last pay period prior to the Christmas Holiday period provided the employee has used less than twenty-four (24) hours during the fiscal year.
- 26.6 To be eligible to use sick leave, the employee shall call in at least fifteen (15) minutes prior, to the start of the employee's shift, unless extenuating circumstances prohibit.

Article 27

Sick Leave Sell Back Benefits

- 27.1 If an employee has worked for the City for a minimum of ten (10) years prior to March 24, 1997, and has reached the normal retirement age and retires or dies, he, (or, in the event of death of the employee, the designated beneficiary) will be paid for the accumulated sick leave up to a maximum of 1,200 hours.
- 27.2 If an employee hired prior to March 24, 1997, has worked for the City for a minimum of three (3), but less than ten (10) years prior to March 24, 1997, and has reached the normal retirement age and retires or dies, he (or, in the event of death of the employee, the designated beneficiary) will be paid for all accumulated sick leave up to a maximum of 700 hours.
- 27.3 If an employee hired prior to March 24, 1997, has worked for the City for three (3) years or less prior to March 24, 1997, and has reached the normal retirement age and retires or dies, he (or, in the event of death of the employee, the designated beneficiary) will be paid for all accumulated hours up to 300 hours.

- 27.4 An employee otherwise eligible for sick leave sell-back benefits who has not reached the early or normal retirement age, but whose employment with the City has ended for reasons other than discharge for cause, shall collect an amount for sick leave which shall be discounted at the rate prevailing in accordance with the Five Year Treasury Constant Maturity Index rate in effect thirty days prior to the employee's separation date.
- 27.5 The provisions of the foregoing provisions of Section 27 shall only be available to bargaining unit employees who were hired prior to March 24, 1997, and are employees in good standing at the time of making application for sick leave sell back benefits provided herein. No sick leave sell-back benefits are available to employees hired after March 24, 1997.

Article 28

Family Medical Leave

- 28.1 Both parties hereto agree to comply with Federal law in regard to family medical leave under the Family Medical Leave Act (FMLA) provisions to include the serious illness of the employee, birth or adoption of child, care of a spouse, child or parents with a serious illness, or for a qualifying military exigency.

Article 29

Medical Insurance

- 29.1 The City shall provide individual basic medical insurance protection for employees. Employees hired prior to October 1, 2013, shall contribute forty-five percent (45%) of the cost of insurance for dependent coverage. Employees hired on or after January 1, 2014, shall contribute fifty percent (50%) of the cost of insurance for dependent coverage for the period of this agreement.

Article 30

Life Insurance

- 30.1 The City agrees to provide term life insurance coverage for employees at no cost to employees. The benefit provided shall be one times the employee's annual salary, rounded to the nearest thousand, and recalculated annually.

Article 31

Pension Plan

- 31.1 The city provides for a qualified contributory pension plan, *The General Employees Pension Plan*, with a six year vesting period. Both the City and the employees contribute to the fund. The City agrees to maintain a qualified pension plan as it now exists. Any change to the plan that requires an increase in the employee contribution shall be mutually agreed upon by the employees, the City, and the General Employees Pension Board.

Article 32

Discipline

- 32.1 An employee may be disciplined only for just cause. The parties understand that employees are subject to all applicable personnel policies of the city and the respective Departments. Under normal circumstances, the employee and the Union shall be notified of a proposed action (excluding oral warnings) within ten (10) working days of the date of the incident giving rise to the charges. If extenuating circumstances exist, the Department Head will inform the Union President that there will be a delay in the discipline process.
- 32.2 Disciplinary actions involving discharge, demotion, and suspension with loss of pay shall be subject to the Grievance procedure provisions of this Agreement, Article 16, and will be initiated at step 2 of the process. All other grievances involving discipline must be filed at the appropriate step as defined in Article 16 – Grievance Procedures.
- 32.3 The Union agrees that some specific offenses by employees are causes for immediate discharge. It is understood that these offenses are contained in the City’s Personnel Policy Manual and are specifically made a part of this Agreement.
- 32.4 Changes to existing rules or new rules or the application of these rules may be subject of discussion between the Union and the City Manager.

Article 33

Uniforms

- 33.1 The City will appropriate three hundred-dollars (\$300) per employee for the purchase of uniforms per fiscal period with the exception of Maintenance department employees who perform automotive maintenance duties as their primary job function; the automotive maintenance employees will be provided a uniform service, as determined by the City, in lieu of the three hundred-dollar (\$300) uniform purchase allotment. The employee will be allowed to purchase uniform wear as needed up to the appropriated dollar amount; these purchases may include shirts, slacks, shorts (if wearing of shorts is not a safety issue), hats, jackets, and rain gear, and must have City emblem if feasible. Employees will be required to be in uniform when on duty. Uniforms will not be worn while in an off-duty status except while traveling to and from work. Administrative positions will receive a clothing allowance of one hundred-seventy-five dollars (\$175) per year.
- 33.2 The employee will provide for the cleaning and repair of uniforms. Upon leaving City employment, all uniform shirts will be returned.

- 33.3 The City and the Union will work toward a standardized uniform policy. The expected timeframe for development and implementation is one year from the effective date of this agreement.
- 33.4 The City will appropriate funds for the purchase of one Class A and two Class B uniforms for Communication Officers in the Police Department at a cost not to exceed \$250 per fiscal year.

Article 34

Safety and Health

- 34.1 The City agrees to comply with safety, health, sanitation, and working conditions properly required by federal, state, and local law. The City and the Union will cooperate in the continuing objective of eliminating safety and health hazards in the workplace. No employee shall be directed to operate unsafe equipment and perform work considered to be unsafe.
- 34.2 In compliance with established safety practices and laws, the City agrees to provide personal protective equipment, safety wearing apparel and other necessary equipment required to protect employees from injury or disease. Safety apparel shall include safety boots, safety glasses, gloves, hard hats, ear protection, and chaps.
- 34.3 The City agrees to provide safety boots each fiscal period during the contract period, at a maximum cost of three hundred-dollars (\$300) per employee. The union agrees that safety boots are to be worn by all employees who perform maintenance work. Safety boots must meet ANSI standards, #241.1-1991.
- 34.4 The City agrees to subsidize up to three hundred-dollars (\$300) toward the purchase of prescription safety glasses once every two years. Safety glasses must meet ANSI standards, #287.1 and have side shields. The union agrees that side shields must be worn on all safety glasses while on duty.
- 34.5 Failure of employees to wear appropriate personal protective equipment for the job being performed will be considered willful neglect subject to discipline. Employees who fail to follow established safety regulations, use all personal protective equipment provided by the City, and work in a safe manner shall constitute just cause for discipline up to and including termination.
- 34.6 The City shall maintain a Safety Committee and the Union shall have representation on the committee as outlined in Ordinance 2000-90.
- 34.7 The City agrees to provide first-aid kits that are accessible to employees. The City also agrees to provide transportation to medical facilities if an employee injured on the job requires such transportation.

- 34.8 The City agrees to provide Bloodborne Pathogen Training to all employees. The City agrees to provide Hepatitis B inoculations at no cost for employees in at-risk positions, if the employee so desires.
- 34.9 All employees are required to use seat belts or the occupant restraint system provided when driving or riding in City vehicles or in a personal vehicle on City business. Violations of this provision will result in disciplinary action following progressive discipline steps.

Article 35

Workers' Compensation

- 35.1 Workers' compensation benefits will be provided in accordance with the Workers' Compensation Law, Chapter 440, Florida Statutes, to an employee who is disabled because of an on-the-job injury arising out of, and in the course of, activities related to his employment.
- 35.2 An employee who sustains an injury resulting in disability which is compensable under the Worker's Compensation Law shall be carried in full pay status for a period not exceeding thirteen (13) weeks. While being carried in full pay status, any compensation received by the employee from the Workers Compensation carrier shall be submitted to the City Finance department. Under no circumstances shall the employee receive more than one hundred percent of regular earnings while on Workers Compensation leave. Such pay will be contingent upon written confirmation of inability to work from the attending physician treating the employee.
- 35.3 If the employee is unable to resume work at the end of the thirteen (13) week period, Workers' Compensation payments will commence. The employee may elect to use his sick leave and vacation leave to make up the difference between the Worker's Compensation payment and his base salary. If the employee desires to use accrued leave to supplement Worker's Compensation payments, the employee must request the leave in writing to his supervisor. The employee's department will report the hours used to Payroll on a bi-weekly basis. If a holiday occurs during the employee's absence, and accrued leave is being used, the supplement for the holiday shall be charged to holiday pay.
- 35.4 Employees who elect to use accrued leave to supplement Workers' Compensation payment will continue to accrue PTO or sick and vacation leave. When the employee is placed on a leave without pay status or if he elects to not use accrued leave to supplement Workers' Compensation payments, no leave accrual will occur.
- 35.5 Failure to return to work upon release by the attending physician for a period of three scheduled workdays will be treated as a resignation.

35.6 If an employee covered under Section 20.4 based upon written medical certification cannot return to duty, or to light duty (if available), within 26 weeks from the date of injury, the employee's pay will revert exclusively to Workers' Compensation payments. An employee in Workers' Compensation status will not accrue leave benefits.

Article 36
Drug and Alcohol Testing

36.1 In the interest of public and employee safety, and the professional image of City government, the City has implemented a drug and alcohol free workplace policy. The Union agrees to support the City policy and understands that random, reasonable suspicion, and post-accident drug and alcohol testing will be required of employees in the bargaining unit. Any employee who refuses to comply with a legitimate order for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, substitutions, or any other means shall immediately be removed from duty, placed on leave without pay status, and terminated from City employment.

36.2 The number of employees randomly selected for drug and alcohol testing during a twelve (12) month period shall equal an annual rate of not more than 50% of the total number of bargaining unit members subject to testing. Random testing will occur while the employee is on-duty.

36.3 An employee who voluntarily acknowledges a problem with drug or alcohol use or abuse to their supervisor, will immediately be removed from driving or other safety-sensitive functions and will be referred to the EAP for counseling and treatment provided the employee:

- Is not under administrative or criminal investigation or arrest for an alcohol or drug related matter;
- Has not been notified by his department to comply with a legitimate order for testing pursuant to the City policy; or
- Who has not tested positive for alcohol or a controlled substance during his employment with the City.

Article 37
Entire Agreement

37.1 This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term, except that the parties may agree mutually to negotiate other Articles.

37.2 The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject of matter not removed by law from the area of collective bargaining, and that the understanding 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 duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

Article 38 Severability

38.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid, unlawful, or not enforceable, by any court action or by reason of any existing or subsequently enacted legislation; or if the appropriate governmental body, having amendatory power to change a law, rule or regulation which is in conflict with a provision of this Agreement, fails to enact or adopt an enabling amendment to make the provision effective, in accordance with F. S. 447.309.3, then such provision shall not be applicable, performed or enforced. In such event, the parties shall meet within thirty (30) days in an attempt to modify the invalid provision by good faith negotiations. The remaining parts or portions of this Agreement shall remain in full force and effect for the term of this Agreement.

Article 39 Duration

39.1 This Agreement shall be in full force and effect as of the 1st day of October, 2018, and shall remain in full force and effect through September 30, 2021, and thereafter from year to year unless notice is given in writing by either party to the other at least ninety (90) days prior to the expiration date or any anniversary thereafter of intent to modify or change the Agreement. The City may increase the salary schedule in Appendix A unilaterally, as it deems appropriate. This Agreement shall remain in full force and effect during the period of negotiations of any successor agreement.

39.2 In the event the City and the Union fail to secure a successor agreement prior to the expiration date of this Agreement, the parties may mutually agree in writing to extend this Agreement for any period of time, provided that any such successor agreement will be effective as of the date agreed upon and will not necessarily be retroactive to the expiration date of this Agreement.

39.3 If it is determined that civil emergency conditions exist, including but not limited to, riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

39.4 The parties mutually agree that this agreement shall open on March 1, 2019 and shall be limited to Article 14 Wages, Advancement and Job Classification. Failure to reach agreement by April 30, 2019 shall result in the expiration of the agreement in its entirety.

WITNESS, our hand and sealed this 5th day of February, 2019, in Fernandina Beach, Florida.

CITY OF FERNANDINA BEACH



DALE L. MARTIN
City Manager

CITY OF FERNANDINA BEACH



JOHN A. MILLER
Mayor - Commissioner

ATTEST:



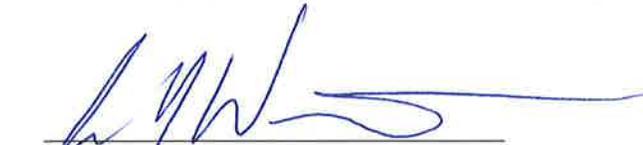
CAROLINE BEST
City Clerk

APPROVED AS TO FORM & LEGALITY:



TAMMI E. BACH
City Attorney

UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS,
LOCAL 2044



JASON WEITZEL
Council Representative

ATTEST:


CHAD MANNING
Bargaining Committee, UBC, Local 2044


JOE EVANS
Bargaining Committee, UBC, Local 2044


WILLIAM "TREY" RIMES
Bargaining Committee, UBC, Local 2044



Carpenters Industrial Council

United Brotherhood of Carpenters and Joiners of America

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www.cic-ubc.org

November 30, 2018

City of Fernandina Beach
204 Ash Street
Fernandina Beach, FL 32034

To It May Concern:

This letter is to confirm that the proposal from the city of Fernandina Beach with a term beginning on October 1, 2018 and ending on September 30, 2021, was properly placed before members of the bargaining unit as covered by the collective bargaining agreement between the City and Local 2044 of the United Brotherhood of Carpenters and Joiners of America on November 29, 2018 and was ratified by a majority of those voting via secret ballot.

Sincerely,

Jason H Weitzel
Council Representative

Cc: Local 2044