

## RESOLUTION NO. R-16-25

A RESOLUTION OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, DULY RATIFYING AN AGREEMENT FOR ALL FULL-TIME AND PART-TIME (EXCLUDING TEMPORARY AND SEASONAL EMPLOYEES) HOURLY EMPLOYEES BETWEEN THE BARGAINING UNIT OF THE COASTAL FLORIDA PUBLIC EMPLOYEES ASSOCIATION (CFPEA) AND THE CITY OF SEBASTIAN FOR THE PERIOD OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2019; AUTHORIZING THE CITY MANAGER TO NOTIFY ALL PARTIES OF THE CITY'S RATIFICATION AND CAUSE SAID AGREEMENT TO BE PUT INTO EFFECT; PROVIDING FOR REPEAL OF RESOLUTIONS OR PARTS OF RESOLUTIONS IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Coastal Florida Public Employees Association (CFPEA) is certified with the Florida Public Employees Relations Commission as the Bargaining Unit for certain employees of the City of Sebastian; and

WHEREAS, the City of Sebastian has negotiated a Collective Bargaining Agreement with the CFPEA for the period October 1, 2016 through September 30, 2019;

and; WHEREAS, thirty-one (31) of the employees covered by said Collective Bargaining Agreement have voted, with twenty-five (25) of those employees voting to accept same;

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SEBASTIAN, INDIAN RIVER COUNTY, FLORIDA, that:

**Section 1.** The negotiated Collective Bargaining Agreement is hereby ratified.

**Section 2.** The City Manager is authorized to notify all parties of this ratification and to cause said Collective Bargaining Agreement to be put into effect.

**Section 3.** CONFLICT. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

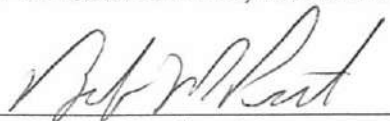
**Section 4.** EFFECTIVE DATE. This resolution shall take effect October 1, 2016.

The foregoing Resolution was moved for adoption by Councilmember Coy. The motion was seconded by Councilmember McPartlan and, upon being put into a vote, the vote was as follows:


Mayor Bob McPartlan	<u>aye</u>
Vice-Mayor Jerome Adams	<u>aye</u>
Councilmember Andrea B. Coy	<u>aye</u>
Councilmember Richard Gillmor	<u>nay</u>
Councilmember Jim Hill	<u>absent</u>

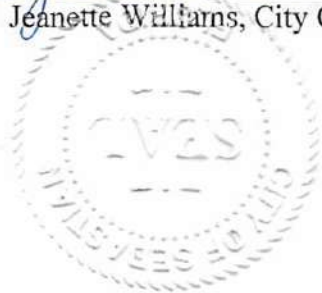
The Mayor thereupon declared this Resolution duly passed and adopted on this 19<sup>th</sup> day of September 2016.

CITY OF SEBASTIAN, FLORIDA

By:   
Bob McPartlan, Mayor

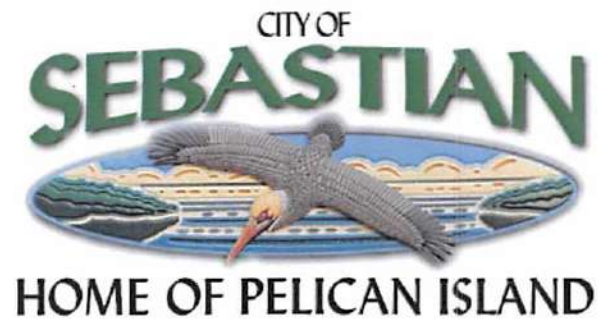
ATTEST:

  
Jeanette Williams, City Clerk



Approved as to form and legality for the reliance by the City of Sebastian only:

  
Robert Ginsburg, City Attorney



**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE**

**CITY OF SEBASTIAN**

**and**

**THE COASTAL FLORIDA PUBLIC  
EMPLOYEES ASSOCIATION**

**October 1, 2016 – September 30, 2019**

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## **AGREEMENT**

- Section 1** This Collective Bargaining Agreement ("Agreement") is entered into by the City of Sebastian, Florida ("City" or "Employer") and Coastal Florida Public Employees Association ("PEA"), and has as its purpose the promotion of harmonious relations between the City and PEA; the establishment of an equitable and peaceful procedure for the resolution of differences; and includes the agreement of the parties on the standards of wages, hours and other conditions of employment covered hereunder.
- Section 2** Throughout this Agreement masculine gender pronoun shall be read to include feminine gender where appropriate.

## **PREAMBLE**

Whereas, the intent and purpose of this Agreement is to maintain and further harmonious and cooperative labor management relations upon a constructive and sound foundation;

Whereas, the cornerstone of this foundation is the mutual acceptance and recognition of the rights and obligations of both parties, in order that the joint responsibilities of the public employer and public employee to represent the public be fulfilled and the order and uninterrupted functions of government be assured; and

Whereas, the City is engaged in furnishing essential public services vital to the health, safety, protection, and comfort of the residents of Sebastian; and

Whereas, both the City and its employees have a high degree of responsibility to the public in so serving the public without interruption of these services; and

Whereas, since both parties recognize this mutual responsibility, they have entered into this Agreement as an instrument and means to permit them to fulfill said responsibility;

Now therefore, in consideration of the premises and promises set forth herein and the benefits and advantages accruing or expected to accrue to the parties hereto and those covered by this Agreement by reason thereof, and said parties hereby agree as follows:

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

- 1.1: The City recognizes the PEA as being certified by the Florida Public Employees Relations Commission and as such is the sole and exclusive bargaining agent, for those full-time and part-time (excluding temporary and seasonal employees) hourly employees working within the unit, for the purpose of negotiating matters of wages, hours and other terms and conditions of employment. This list of job classifications may be amended from time to time due to business/city standard changes. Positions may be removed or added. Titles may be changed to better suit the position. This shall be at the discretion of the City.

### Position Classification

911 Emergency Dispatcher Supervisor (PD)	Engineering Technician/Environment
911 Emergency Dispatcher (PD)	Facilities Foreman
Accounting Clerk I	Golf Course Attendant
Accounting Clerk II	Head Cashier
Administrative Assistant	Lead Mechanic
Administrative Assistant (PD)	Maintenance Worker I
Administrative Supervisor	Maintenance Worker II
Administrative Supervisor (PD)	Maintenance Worker III
Assistant Golf Professional	Mechanic
Building Inspector	Permit Technician
Business License Specialist	Parks Supervisor
Cashier	Planner
Cemetery Supervisor	Plans Examiner
Chief Building Inspector	Records Clerk I (PD)
Clerical Assistant I	Records Clerk II (PD)
Clerical Assistant II	Records Specialist
Code Enforcement Officer	Records Supervisor (PD)
Community Development Coordinator	Roads & Drainage Supervisor
Crime Scene Evidence Technician	Traffic Technician

## ARTICLE 2 MANAGEMENT RIGHTS

- 2.1: The management of the City and the direction of the workforce are vested exclusively in the City subject to the terms of this agreement. Nothing in this Agreement shall affect the right of the City to determine the standards of service offered the public; to maintain the efficiency of the City's operations; to determine the methods, means and personnel by which the City's operations are to be conducted; to direct the work of its employees; to hire, promote, demote, transfer, assign and retain employees in positions; to discipline, suspend or discharge employees for just cause and to relieve employees from duty because of lack of work; or to take any action, not inconsistent with the express provisions of this Agreement, necessary to carry out the mission of the City. All matters not expressly covered by the language of this agreement may be administered for its duration by the City in accordance with such policy or procedure as the City from time to time may determine.

## ARTICLE 3 BARGAINING UNIT REPRESENTATION

- 3.1: The PEA, upon the presentation of Application for Membership form (Appendix B) dues deduction, duly executed by the individual employees covered by this Agreement, shall be entitled to have such employees' membership dues deducted from their paychecks on a bi-weekly (twenty six (26) times per year) basis and remitted to the PEA. As assignment of wages/dues deduction may be canceled by the employee on thirty (30) days written notice to the City and to the PEA.



- 3.2: The City agrees to provide suitable bulletin board space on existing or new bulletin boards in convenient places for posting of official PEA notices to its members and to other covered employees. The City also agrees to allow the PEA the use of e-mail for these notices. No scurrilous, defamatory, or otherwise objectionable material will be posted or emailed. The parties agree that the usage of such bulletin boards and emails will be to promote employee-employer relations, as well as keep the members and other covered employees informed of its activities. Copies of all materials, notices, or announcements shall be submitted to the Assistant Administrative Services – HR Director or designee, before they are posted. All notices shall be signed by a duly authorized PEA representative.
- 3.3: The City will permit the PEA to maintain an official mailbox at various work sites. The mailboxes will be provided by the PEA. Mail delivered to these mailboxes will be delivered unopened.
- 3.4: The City will allow the PEA a reasonable opportunity to meet with new employees covered by the agreement at the conclusion of new employee orientation for the purpose of briefing the employee on this Agreement and the Bargaining Unit's programs and benefits.

#### **ARTICLE 4** **DUES DEDUCTION**

- 4.1: Upon receipt of a stipulated lawfully executed Assignment of Wages/Dues Deduction form, from an employee, the Employer agrees to deduct the regular dues of the PEA from the employee's pay bi-weekly (twenty six (26) times per year) basis for so long as the PEA remains the certified bargaining agent for the employees within the unit. Such dues will be remitted promptly to the home office of the PEA Bargaining Unit. The PEA agrees to notify the Employer, in writing, at least thirty (30) days prior to the effective date of any changes in the regular dues structure.
- 4.2: Revocation of dues will be processed through the PEA, but in the event of direct revocation, the PEA will be notified as soon as is practicable. All persons currently on dues deduction shall continue without further authorization.
- 4.3: The PEA agrees to indemnify and hold harmless the Employer, its agents, employees and officials from and against any claims, demands, damages or causes of action (including, but not limited to, claims, etc., based upon clerical or accounting errors caused by negligence,) of any nature whatsoever, asserted by any person, firm or entity, based upon or related to payroll deduction of PEA dues. The PEA agrees to defend, at its sole expense, any such claims against the Employer or its agents, employees, and officials. The term "official" as used herein includes elected and appointed officials.
- 4.4: Nothing contained herein shall require the Employer to deduct or to otherwise be involved in the collection of delinquent dues, fines, penalties, or special assessments of the PEA.
- 4.5: An assignment of Wages/Dues deduction may be canceled by the employee upon thirty- (30) day's written notice to both the City and the PEA.

#### **ARTICLE 5** **RIGHTS OF EMPLOYEES**

- 5.1: The City and PEA agree that employees possess the rights set forth in Section 447.301, Florida Statutes, and are entitled to exercise these rights without interference, restraint, or coercion from any person, including PEA representation in any discussion between the employee and representatives of the City in which the employee has reasonable grounds to fear that the

interview is investigatory and may result in disciplinary action being taken against the employee.

- 5.2: The City will have the employee sign for a copy of any adverse action document to be placed in an employee's personnel files prior to the document being placed into the files. Employees shall have the right to file a written response to any letter of reprimand or other document that is placed in the employee's personnel file as a result of supervisory action or citizen complaint. Any such written response shall be included in the employee's personnel file together with the letter of reprimand or other document against which it is directed. To the extent permitted by law and in order to protect the privacy and promote the safety of employees, the City agrees not to directly or indirectly furnish the news media or public with any employee's home address, telephone number, photograph, and/or personnel records without the employee's consent.
- 5.3: The PEA agrees not to directly or indirectly furnish the news media or the public with personnel records without the consent of the City and the employee, thus mutually agreeing to the confidentiality of personnel records other than required by law.
- 5.4: PEA members are entitled to be represented by the PEA in grievances arising under this Agreement. They may also bring matters of individual concern not covered by this Agreement to the attention of City officials.

## **ARTICLE 6**

### **NO STRIKE**

- 6.1: For purposes of this Article, "strike" is defined as 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.
- 6.2: The PEA recognizes that strikes by public employees are prohibited by Article 1, Section 6, of the Florida Constitution and Section 447.505, Florida Statutes. The PEA agrees not to authorize, instigate, or otherwise support a strike, as defined in Section 6.1 above.
- 6.3: The PEA recognizes that it -- and all acting in concert with it -- shall be liable for the penalties set forth in Section 447.507, Florida Statutes, in the event of a strike in violation of this Article.
- 6.4: The PEA agrees that there shall be no strikes in accordance with Article 1, Section 6 of the Florida Constitution and Section 447.505, Florida Statutes. In the event of a strike, slow up, work stoppage, or interruption due to informational pickets, the PEA shall promptly and publicly disavow such unauthorized conduct and to take all affirmative action legally available to prevent or terminate any strike which occurs in contravention of this commitment.
- 6.5: For the purpose of this Agreement, informational pickets shall be allowed. Informational pickets shall not stop or discourage City employees from normal business. Informational pickets shall not encourage any type of act that would violate local ordinances, city, state or federal law, e.g., honking of horns, etc.

## **ARTICLE 7**

### **HOURS OF WORK AND OVERTIME**

- 7.1: Basic Work Week:
  - (a) The basic work week for regular full-time employees shall ordinarily consist of forty (40)



hours per week, starting at 12:01 a.m. Sunday and ending at 12:00 midnight Saturday, unless otherwise specified or scheduled by the Department Head to meet particular requirements of an individual department.

- (b) The basic workweek for regular part-time employees shall consist of those hours they are required to work by their Department Head or his designee.
- (c) Meal periods shall not be considered time worked.
- (d) Employees will be entitled to a one (1) hour meal break, which will be taken at the discretion of their immediate supervisor. Employees will also be entitled to two (2) paid fifteen (15) minute work breaks one in the morning and one in the afternoon. Employees will be paid for an eight (8) hour day. In order to be entitled to the 30 minute paid lunch, the employee must have worked four and a half (4.5) hours of their shift.

Hours of Operation

- 1. Administrative employee's hours of work are from 8:00 a.m. to 4:30 p.m. Monday through Friday.
- 2. Non-administrative employee's hours of work are from 7:00 a.m. to 3:30 p.m.
- 3. Hours of operation for both Administrative and Non-administrative employees may be changed from time to time at the discretion of the Department Head.
- (e) The two fifteen (15) minute work breaks will not be taken immediately before and/or immediately after the meal break, and it must be used or lost. It cannot be used to make up for late arrival or for leaving work early.
- (f) The City will make a good faith effort to find work for employees when adverse weather conditions do not permit outside work. If no work is available, employees may use accrued vacation, personal, or compensatory time, (if earned) to leave work for the remainder of the day.

7.2: Communications Division:

- (a) Fourteen (14) days shall constitute a normal work period for the Communications Division of the Police Department, starting at 12:01 a.m. Sunday and ending at 12:00 midnight on Saturday fourteen days later. Such unit employees shall be entitled to one (30) minute meal break and two (2) fifteen (15) minute paid breaks per each eight (8) hour shift, to be taken at the discretion of their immediate supervisor. However, if the employee works a twelve (12) hour shift, they are entitled to one (1) thirty (30) minute meal break and three (3) fifteen (15) minute paid breaks.
- (b) Hours worked in excess of eighty (80) hours in a fourteen (14) day work period shall be compensated at the rate of time and one-half (1 ½) of the employee's hourly wage.
- (c) Any employee who works either regularly scheduled hours or overtime hours that fall between 6 P.M. and 6 A.M. shall be entitled to a shift differential equal to five percent (5%) of their regular hourly rate of base pay for each hour worked. The employee must work a minimum of three (3) hours during the established hours set above before they will be entitled to receive shift differential. Any employee who works less than three (3) hours will not receive shift differential for those hours worked.
- (d) The City will pay employees the Florida State Statutes Meal Allowance for those assigned a regular shift, who have completed their shift, and who have to cover a full additional shift when staff has a shortage and it was unexpected.
- (e) A 911 Dispatcher who is performing training will be paid an extra \$1.00 per hour for all hours they are actually providing in-house instruction and not on leave.
- (f) A 911 Dispatcher designated as required to be on-call will be paid an extra \$1.00 per hour for on-call hours, providing they are not otherwise paid call-back pay.

7.3: Overtime:

- (a) Overtime will be authorized only when it is in the interest of the Employer and is the most practicable and economical way of meeting workloads or deadlines.
- (b) All authorized and approved time worked in excess of forty (40) hours in any one workweek is considered overtime worked and shall be either paid at the rate of one and one-half (1 ½) times the hourly wage of the employee, or by compensatory time off at the rate of one and one-half (1-1/2) hours for each hour worked over forty (40) hours in any one workweek.
- (c) For the purpose of overtime computation, time spent by an employee on any approved leave with pay (approved sick leave excluding compensatory time) will be considered as time worked. Emergency closure hours will be considered time worked for the purpose of computing overtime.
- (d)
  - 1. If an employee has accrued earned overtime, he or she may elect, with the approval of the Department Head, to accrue compensatory time off rather than be paid for the overtime.
  - 2. An employee may accrue up to a maximum of one hundred twenty (120) hours of compensatory time in any Fiscal Year of which eighty (80) hours may be carried over from year to year. All compensatory time in excess of eighty (80) hours up to one hundred twenty (120) hours must be used in the same Fiscal Year it is earned (and by the last full pay period of the fiscal year) or the remaining balance of unused compensatory time in excess of eighty (80) hours will be converted to the employee's current hourly rate of pay and added to their first pay check in October. At the employee's option they may request pay-out for all accrued compensatory time up to one hundred-twenty (120) hours earned in any fiscal year. Accrued compensatory time will be converted to the employee's current hourly rate of pay and added to their first pay check in October. Written request for payout for all or partial accrued compensatory time must be submitted by September 1<sup>st</sup> of each fiscal year.
  - 3. Employees wishing to use accrued compensatory time off must follow the same procedures as an employee wishing to take vacation time. The employee must receive prior approval to use compensatory time off, except in emergency situations. The employee's Department Head shall attempt to accommodate the desires of the employee as to the time off desired, work schedule and conditions permitting.
- (e) No employee will be placed in a leave without pay status during the basic workweek in order to deprive him or her of the right to earn compensable overtime. Upon approval of the Department Head, employees may elect to flex their hours within the same seven-day workweek.
- (f) Employees shall be required to work overtime when assigned unless excused by the Department Head. Any employee who desires to be excused from an overtime assignment shall submit to their Department Head a written request to be excused. In the event that the Department Head cannot schedule a suitable overtime work force from the complement of employees who have not requested relief from overtime, employees who have approved written relief requests on file may also be required to work overtime.
- (g) If an employee leaves the service of the City, he or she will be paid for all accrued compensatory time at the employee's current hourly rate of pay to a maximum of one hundred twenty (120) hours.

7.4: Call-Out

When an employee is called back to work after his or her normal workday, he or she shall receive a minimum of two (2) hours pay at the overtime or compensatory time accrual rate. Travel time shall be included as time worked. When an employee is assigned to attend a meeting or perform work immediately following his/her normal work day, the employee shall be entitled to a minimum of one (1) hour pay at the overtime or compensatory time accrual rate, if applicable, and shift differential if appropriate. Hours in excess of forty (40) hours per week will be paid at the overtime or compensatory time accrual rate of time and one-half (1 ½) the employee's regular hourly rate of pay.

**ARTICLE 8**  
**SENIORITY/LAYOFF/RECALL**

8.1: Definitions:

- (a) City seniority is the total cumulative length of uninterrupted regular full-time or regular part-time employment of an employee by the Employer, measured from the most recent date of regular employment by the Employer, except as provided in Section 8.2 below.
- (b) Classification seniority is the length of regular full-time or regular part-time service by an employee in the same job classification.
- (c) City seniority shall apply for the purposes of layoff, vacation computation, service awards, or other matters based upon length of service.

8.2: Accrual of Seniority:

- (a) Employees shall be placed in a probationary status for the first six (6) months of employment in any job classification. Probationary employees accrue no classification seniority until they become permanent regular employees, whereupon their classification seniority shall begin from the date of entry into the classification. An employee who has completed his or her initial probationary period shall continue to accrue City seniority notwithstanding subsequent probationary period(s) resulting from promotion or transfer to a different job classification.
- (b) Any employee who is on an unpaid leave of absence of less than twelve months shall not accrue sick or vacation time, but they shall not lose seniority. Seniority accrual shall continue on the first day of the employee's return to work.

8.3: Loss of Seniority:

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

- (a) voluntary resignation;
- (b) retirement;
- (c) discharge;
- (d) layoff for a period exceeding twelve months;
- (e) absence from work without authorization;
- (f) failure to return from military leave within the time limit prescribed by law;
- (g) approved leave of absence without pay of more than twelve months.

8.4: Work Force Adjustment and Lay-off:

- (a) When work force adjustment becomes necessary due to lack of work, shortage of funds, discontinuance of operations, or the subcontracting out of City services, the Employer may lay-off employees. The PEA and the affected employee(s) shall be notified in writing not less than sixty 60 calendar days prior to the effective date of such lay-off.



- (b) If the City fails to provide the employee(s) with a sixty- (60) day written notice of lay-off, the City will pay the employee(s) the equivalent of twenty (20) days of pay. Such payment will be paid in two (2) bi-weekly increments.
- (c) The duties performed by any laid off employee may be reassigned to other employees already working who hold positions in appropriate classifications.
- (d) No regular full-time employee shall be laid-off while a probationary, part-time, or temporary employee remains employed in the same job classification.
- (e) Permanent, regular full-time employees who receive a notice of lay-off shall have the right, in accordance with their seniority, to transfer or downgrade (commonly known as "bumping") or to take the lay-off. Bumping shall only be permitted in the event of lay-off, in accordance with the following procedure:
  - (1) Management shall identify the position(s) that may be bumped within five (5) calendar days of the notice and explain the options to the affected employee(s). Position classifications that are available for bumping will only be for the same grade or less than the employee's current position. The employee must possess the minimum qualifications for that position, and have greater City seniority than the present occupant of that position. Affected employees shall have five (5) calendar days, from the date their options are explained, to notify management whether they desire to bump or take the lay-off.
  - (2) If otherwise eligible, the bumped employee may then proceed himself in accordance with this article.
  - (3) In the event that two or more affected employees have the exact same citywide seniority, the employee with the least classification seniority will be laid off first. If both employees have equal seniority, the employee who applied for the position first will retain the position. This will be determined by the time/date stamp issued by Administrative Services on the employment application when it was first received.
  - (4) An employee bumping to a different job classification shall be placed in a probationary period of six (6) months. If, in the opinion of the City, the employee cannot satisfactorily perform the duties of the position to which the member has bumped, the employee will be laid off without further bumping rights.
  - (5) An employee bumping to a job classification which is lower than their present job classification will take a 3% per Grade not to exceed nine (9%) percent reduction in pay and be placed on the pay scale to the closest step in the new job range. In no case will the employee be paid more than the maximum rate of the lower classification.
- (f) Probationary employees shall have no bumping rights. An employee who is in a probationary status as of the date of notice of the lay-off, but who has previously achieved permanent status in a lower job classification, may revert to such lower classification for the purpose of exercising bumping rights. If the employee reverts to the lower classification, their pay is adjusted to the pay they previously held prior to the promotion.
- (g) Regular part-time employees may only bump other part-time employees.
- (h) Exempt employees cannot bump into the bargaining unit unless they held a bargaining unit position within the past 1 year of the effective date of such layoff.

8.5: Recall:

- (a) Recall of laid-off employees shall be made in accordance with City seniority. Initial contact shall be attempted by phone. This shall be followed by a certified letter, return receipt requested, to the employee's last known address, to confirm the phone

conversation and/or document that the recall notice has been provided. Laid-off employees who desire to be recalled shall keep the Employer continuously informed of their current mailing address, or lose their recall rights.

- (b) Within three (3) calendar days after receipt of a notice of recall, recalled employees who desire to return to work must notify the Employer in writing to advise that they intend to return to work, or they will lose their recall rights. Recalled employees must return to work fit for duty within ten (10) working days of the receipt of a recall notice, or they will lose their recall rights.
- (c) Employees who are laid-off will be eligible for recall for 1 year of the effective date of such layoff for any position in the same or lower pay grade. When an employee returns to a position of a lower pay grade, he or she will take a 3% reduction in pay grade to the closest step in the pay grade of the new job. In no case will the salary be higher than the maximum rate of the new job or shall any reduction result in more than a nine percent (9%) decrease in pay. Previously canceled group health insurance may be reinstated upon the employee's return to active duty consistent with the plan's requirements. In addition, any balances of accrued vacation or sick leave not previously paid will be reinstated and the accrual rate from the date of return to active duty will be at the accrual rate enjoyed at the date they were laid off.

## **ARTICLE 9**

### **MISCELLANEOUS LEAVE**

#### **9.1: Bereavement Leave:**

- (a) With the approval of the Department Head, paid bereavement leave, not to exceed forty (40) hours for regular full-time employees and twenty (20) hours for regular part-time employees, may be granted in the event of a death in the employee's immediate family. For purposes of this provision, an "employee's immediate family" is defined as the employee's spouse/domestic partner, parent/step parent/father-in-law/mother-in-law, child/step child, brother, sister, grandparent, grandchild, or any relative who is domiciled in the employee's household.
  - (1) Police Department – Communications (Dispatch) will be paid Bereavement Leave, not to exceed 40 hours; however to accommodate 5 work days, additional leave may be approved.
- (b) Bereavement leave shall not be charged to vacation leave, personal leave, sick leave or to compensatory time. Any absence in excess of approved bereavement leave, will be charged at the employee's discretion to accrued compensatory time, vacation leave, sick leave, personal leave or, if no leave is accrued, to leave without pay. Said paid bereavement leave time shall be taken by the employee within 14 calendar days of the death. Within thirty- (30) calendar days from the date the employee returns to work from such absence, the employee will file a copy of the death certificate of the deceased. Said death certificate will be attached to a leave request form and forwarded to the Department of Administrative Services for processing. Failure to produce a death certificate will result in the employee reimbursing the City for any paid leave taken under this Article. Any employee found to have falsified his or her application to use this time will be disciplined up to and including dismissal. It is understood that under certain circumstances the employee will be unable to obtain a death certificate. In this event, in lieu of a death certificate, the employee shall submit a newspaper account showing the death and the relationship of the deceased to the employee and/or other appropriate criteria as deemed appropriate by the Administrative Services Director.

- (c) For non-immediate family, employees have the option to use accrued vacation leave, compensatory time or personal leave, for the attendance of funerals. Employees will supply their supervisor with written notification for this request in as timely manner as possible. The supervisor will make every effort to comply with the provisions of this section. In the event that the employee does not have any accrued vacation, compensatory, or personal leave they may request to use sick leave or leave without pay.

9.2: Court Leave/Jury Duty:

- (a) Employees attending court on behalf of the City, any other public jurisdiction or for jury duty during their normal working hours shall receive leave with pay for the hours they travel to and attend court. The City of Sebastian Travel Policy will be used for travel expenses, excluding jury duty.
- (b) All employees subpoenaed to attend court on behalf of the City are eligible for leave with pay. Those employees who become plaintiffs or defendants for other than work related reasons are not eligible for leave with pay but may request to use accrued annual leave, compensatory time or personal leave.
- (c) Employees who attend court on behalf of the City or jury duty for only a portion of a regularly scheduled work day shall report to their supervisor when excused or released by the court.
- (d) Employees required to attend court on behalf of the City or for jury duty, while on a scheduled vacation may be allowed to take court leave/jury duty instead of vacation leave for such period.
- (e) Employees who seek to receive leave with pay under this section shall present official notice of their subpoena or jury duty notice to their supervisor at least twenty-four (24) hours in advance of the scheduled time, unless the employee actually receives less than twenty-four (24) hours advance notice. Employees who are required to be absent for either reason, shall submit official documentation to their supervisor showing all days or hours of court leave/jury duty upon return to work.
- (f) Consistent with existing City policy, the employee shall remit to the City any and all compensation received for court leave on behalf of the City or for jury duty, excluding payment for travel and meals.

9.3: Conference Leave:

The City may grant conference leave with pay, together with necessary travel expenses, for employees to attend conferences, schools, and similar events designed to improve their efficiency, if considered to be in the City's best interest. All leave and expenses will be recommended by the Department Head and subject to approval of the City Manager.

9.4: Medical Leave:

City agrees to grant request for leave of absence for medical reasons with or without pay in accordance with the Family and Medical Leave Act (FMLA) and City Policy.

9.5: Military Leave

- (a) The City agrees to grant request for leave of absence with or without pay in accordance with Florida State Statute 115.07 – Officers and employees' leave of absence for reserve or guard training.
- (b) The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty. Such order or statement must accompany the form request for Military Leave at least two (2) weeks prior to the date such leave is desired.



9.6: Leave of Absence

- (a) The decision to grant a leave with or without pay (leave of absence) is a matter of management discretion. It shall be incumbent upon each Department Head to weigh and to determine each case on its own merits, including time off for PEA business.
- (b) An employee may be granted a leave of absence for a period not to exceed twelve (12) months for good and sufficient reasons, which are considered to be in the best interests of the City.
  - (1) Such leave shall require the prior approval of the Department Head and the City Manager or his designee. Before such leave of absence without pay will be granted, the employee must exhaust all vacation leave, personal leave, compensatory and, if appropriate, sick leave.
  - (2) Voluntary separation from City service, to accept employment outside of the service of the City, shall be considered an insufficient reason for approval of a request for leave of absence without pay.
  - (3) If for any reason a leave of absence without pay is given, the leave of absence may subsequently be withdrawn by the Department Head and the City Manager, and the employee recalled to service.
  - (4) An employee requesting a leave of absence for medical reasons must submit a written Doctor's note to their Department Head stating the length of time they will be absent. In addition, the employee must keep the Administrative Services Department advised of his or her current address at all times. If a Doctor's note is not submitted, the employee will be considered as on an unauthorized leave of absence and appropriate disciplinary action shall be taken. Failure to comply with the notification requirements will result in the employee being dropped from leave of absence status, in which case he/she must return to duty or be dismissed.
  - (5) An employee who obtains either part-time or full-time employment elsewhere while on an authorized leave of absence is required to notify his Department Head in writing within three (3) days of the acceptance of such employment or they will be terminated from City employment.
  - (6) At least two (2) weeks prior to the expiration of the leave of absence, the employee must contact the Administrative Services Department in order to facilitate the reinstatement process.
  - (7) Failure by an employee to return to work at the expiration of a leave of absence shall result in immediate dismissal from employment with the City.
- (c) Under no circumstances shall the City provide any funds towards the CWA/ITU pension plan while the employee is on an unpaid leave of absence.
- (d) During the time the employee is on leave without pay, the employee will not accrue neither sick nor vacation leave, unless the employee is on leave in accordance with the FMLA. Accrual of classification seniority is suspended until they return to regular duty. City seniority continues to accrue, providing the leave without pay does not exceed twelve months. The employee loses both City and classification seniority after twelve months.
- (e) An employee on an approved leave of absence may continue to participate in the group

insurance plan, provided that all necessary payments of the total premium are made by the employee. It is the employee's responsibility to keep premium payments current.

- (1) The insurance premium payment must be made by the 20th of the preceding month in which the payment is due. If the payment is not made by the 20th of the preceding month in which it is due, coverage will be canceled as of the beginning of the delinquent period.
- (2) If coverage is canceled during an approved leave of absence, it may be reinstated upon the employee's return to active duty consistent with the plan's requirements.

9.7: Eligibility:

Only regular full-time and regular part-time employees are eligible for the miscellaneous paid leaves provided by this Article. All such benefits are personal to the employee and shall not be transferable.

9.8: Personal Leave

Eligibility – Each regular full-time employee shall receive twenty (24) hours of personal leave per fiscal year.

- (a) Employees starting during the year will get a pro-rata portion of the personal leave hours. Those starting during the first three months receive twenty-four (24), second three months receive eighteen (18), third three months receive twelve (12) and the last three months receive six (6).
- (b) Personal leave must be used by the last full pay period of the fiscal year.

## ARTICLE 10 SICK LEAVE

10.1: Eligibility/Accrual of Sick Leave:

- (a) Only regular full-time and regular part-time employees are eligible to accrue sick leave. Regular full-time employees will accrue sick leave at the rate of ninety-six (96) hours per calendar year or 3.692 hours per pay period. Regular part-time employees working forty (40) hours or more per pay period will accrue sick leave at the rate of 1.846 hours for that pay period. Sick leave will accrue bi-weekly over twenty-six (26) pay periods.
- (b) New employees start to earn sick leave from their date of hire.

Eligibility:

- 1 Temporary and seasonal employees are not eligible for sick leave benefits.
2. Part-time employees working less than a forty (40) hour pay period are not eligible to accrue sick leave benefits.
3. Sick leave does not accrue while an employee is on any unpaid leave.

10.2: Request for Sick Leave:

- a) Any employee who is incapacitated and unable to work shall notify his/her immediate supervisor or designee within one (1) hour prior to his/her scheduled reporting time, except in an emergency situation. The employee shall state the nature of his/her incapacitation, its expected duration, and the expected period of absence. The employee shall repeat this procedure each day he/she is unable to report for work, unless excused by the Department Head.

- (b) If an employee is absent from work in excess of three (3) consecutive work days due to an illness, the member may be required to submit a doctor's note to the Department Head, or his/her designee, attesting to the employee's ability to return to work with or without restrictions.

10.3: Use of Sick Leave:

- (a) Sick leave may be used for the following purposes:
  - (1) employee ill health or;
  - (2) medical, dental, or optical treatment required during working hours;
  - (3) quarantine due to exposure to infectious disease;
  - (4) employee ill health while on annual leave;
  - (5) in connection with Workers' Compensation;
  - (6) for death in employee's immediate family; and
  - (7) illness of an immediate family member requiring the employee to remain at home.
- (b) Whenever it appears that a bargaining unit member abuses sick leave, such as when a member consistently uses sick leave immediately upon its being accrued or before and after holidays or weekends, the member may be required to furnish a doctor's note verifying that the member was medically unable to report to work on those days. Failure to provide such notice will result in no pay for the holiday and the day(s) in question. Abuse of sick leave shall constitute grounds for disciplinary action, up to and including termination.
- (c) Sick leave may be used for absences due to illness or injury sustained while engaged in outside employment, provided the employee is not being compensated for the same time by the other employer.
- (d) Employees may not use sick leave during their first sixty- (60) days of employment. If an employee resigns or is otherwise terminated during the first six (6) months probationary period, he/she will reimburse the City for all sick leave used by deducting the cash equivalent of hours used from his/her final pay check.
- (e) Upon separation from employment in good standing (resignation or retirement with a two-week notice or medical separation) and hired prior to October 1, 2011, a bargaining unit member is eligible to be paid for a percentage of his/her accrued balance of sick leave up to a maximum of 600 hours. The percentage is as follows:

If separated before completing first year	- 0%
1 – 5 completed years of service	- 25%
6 years to 10 completed years of service	- 50%
11 years to 20 completed years of service	- 75%
Over 20 years of completed service	-100%
- (f) Upon separation from employment in good standing (resignation or retirement with a two-week notice or medical separation) and hired after October 1, 2011, a bargaining unit member is eligible to be paid for a percentage of his/her accrued balance of sick leave up to a maximum of 600 hours. The percentage is as follows:

If separated before completing first year	- 0%
1 – 5 completed years of service	- 25%
6 years of completed years of service and above	- 50%

- (g) Every regular full-time employee entitled to sick leave benefits and who has been employed for one (1) full fiscal year and who does not take any sick leave during that fiscal year shall be given sixteen (16) hours pay calculated at their base rate to be added to their paycheck with the first full pay period in the following December.
- (h) Once an employee accrues 320 hours of sick leave they may at their option convert fifty percent (50%) of any unused accrued sick leave in excess of 320 hours to vacation leave as of the last full pay period of each fiscal year. Employees who elect not to convert their sick leave, will retain their sick leave benefit as currently provided in the contract. If the employee is at the maximum vacation accrual after the last full pay period of each fiscal year, the sick conversion process cannot be allowed.

## **ARTICLE 11**

### **VACATION LEAVE**

#### **11.1: Eligibility:**

Only regular full-time and regular part-time employees are eligible to accrue paid vacation leave. Probationary employees will be allowed to use accrued vacation leave at the approval and discretion of their immediate Department Head or his/her designee. Temporary or seasonal employees are not eligible for the accrual of vacation leave.

#### **11.2: Rate of Accrual:**

- (a) Vacation leave is earned on a pro-rata basis. Full-time employees will accrue vacation leave based on their years of service with the agency. The accrual rate for regular part-time employees working forty (40) hours or more per pay period will be at one-half the accrual rate of a regular full-time employee with the same number of years of service. To clarify the rate at which an employee accrues vacation leave the following tables will be used.

##### Eligibility:

- A. Regular full-time employees and regular part-time employees working forty (40) hours or more per pay period are eligible.
- B. Temporary and seasonal employees are not eligible for vacation leave benefits.
- C. Part-time employees working less than a forty- (40) hour pay period are not eligible for vacation leave benefits.
- D. Vacation leave does not accrue while an employee is on any unpaid leave.

##### Table #1:

##### Full Time Employees

<u>Length of Service</u>	<u>Bi-weekly Accrual Rate</u>	<u>Vacation Leave Hours Earned</u>
1 Year but less than 5 Years	3.077 hours	80 hours (10 Working Days)
5 Years but less than 10 Years	4.615 hours	120 hours (15 Working Days)
10 Years but less than 15 Years	6.15 hours	160 hours (20 Working Days)
15 Years but less than 20 Years	6.92 hours	180 hours (22.5 Working Days)
20 Years and over	7.69 hours	200 hours (25 Working Days)

Table #2

Part-Time Employees working forty (40) hours or more per pay period

<u>Length of Service</u>	<u>Bi-weekly Accrual Rate</u>	<u>Vacation Leave Hours Earned</u>
1 Year but less than 5 years	1.54 hours	40 Hours
5 Years but less than 10 Years	2.31 hours	60 Hours
10 Years but less than 20Years	3.07 hours	80 Hours
20 Years and over	3.85 hours	100 Hours

11.3: Request for Vacation Leave

- (a) A request for vacation leave shall be submitted, in writing, to the employee's Department Head.
- (b) A request for vacation leave shall not be granted if the employee has no accrued balance of vacation leave.
- (c) The minimum charge against the accrued vacation leave balance is fifteen (15) minutes. Fifteen (15) minutes shall be deducted from an employee's accrued leave balance for each minute hour, or part thereof that an employee is actually absent from his/her duty station.
- (d) Vacation leave may not be taken in advance of its approval by the Department Head. In an emergency situation accrued vacation leave may be used only with the approval of the employee's Department Head or designee.
- (e) Except under unusual circumstances, Department Heads shall approve or disapprove a written leave request within five (5) working days after receipt of said request.
- (f) Vacation leave shall not be used in advance of its being earned.

11.4: Use of Vacation Leave:

- (a) Vacation leave may be used for the following purposes:
  - (1) vacation;
  - (2) absences from duty for transaction of personal business, which cannot be conducted outside of working hours;
  - (3) religious holidays not designated as official holidays;
  - (4) medical leave if sick leave balance has been exhausted; and
  - (5) any other absences not covered by existing leave provisions, at the discretion of the Employer.
- (b) Any employee who becomes ill while on vacation leave may substitute accrued sick leave for vacation leave for the period of illness. The employee must submit a written request to the appropriate Department Head along with, medical certification from the attending physician as to the nature and duration of the illness.
- (c) Employees will not be allowed to carry over from one fiscal year to the next more than two (2) years' worth of accrued vacation leave. If during the year the employee accrues more than two (2) years' worth of vacation leave, they will have until the last full pay period of the fiscal year to bring their time balances down to the two (2) year maximum. If the employee does not bring the time balance down to the two (2) year maximum by the last full pay period of each fiscal year, they will forfeit all hours in excess of the two (2) year maximum carryover. Vacation leave will continue to accrue beyond the limitations set forth above when a Department Head fails to grant vacation leave when requested in writing by an employee under the provisions of this article. Proper documentation signed by the employee's Department Head will be forwarded to the



Administrative Services Department where it will be kept on file indicating the reasons for not granting the requested leave.

- (d) When an employee is out of work on approved vacation leave and is called to work during their normally scheduled working hours, their leave banks will only be reduced by the number of hours they were off work. The employee's rate of pay for hours worked will be the overtime rate of 1 ½. If the employee works beyond the normally scheduled hours, then overtime provisions will apply for those hours. At no time will an employee earn time and one half for call back during the normally scheduled hours, then another time and half (for a total of 3 xs) for working over 40 hours in the work week.

11.5: Separation from Employment:

- (a) Upon retirement, resignation, or other separation from City service, all regular full-time or regular part-time employees that are no longer on probation and who were hired prior to October 1, 2011 shall be entitled to be paid for all of his/her unused accrued balance of vacation leave at the rate of base pay received by the employee on the date of separation.
- (b) Upon separation from employment in good standing (resignation or retirement with a two-week notice or medical separation) all regular full-time or regular part-time employees that are no longer on probation and hired after October 1, 2011, shall be entitled to be paid for a percentage of his/her accrued balance of vacation leave. The percentage is as follows:

If separated before completing first year	- 0%
1 – 5 completed years of service	- 25%
6 years of completed years of service and above	- 50%

## **ARTICLE 12**

### **GRIEVANCE PROCEDURE**

12.1: The procedure set forth in this Article shall be the exclusive method for resolving PEA and employee grievances. Grievances are defined as disputes concerning the interpretation or application by the Employer of the terms of this Agreement. Oral reprimands are not grievable except those documented and placed in the member's personnel file.

12.2: Most grievances arise from misunderstandings or disputes, which can be settled promptly and satisfactorily on an informal basis at the immediate supervisor level. The Employer and PEA agree that every effort will be made by management and by the grievant(s) to settle grievances at the lowest level possible.

12.3: General Provisions:

- (a) All references to days in this procedure are to work days. The time limits specified in this Article may be extended by mutual agreement in writing of the parties.
- (b) Time is of the essence in this procedure. Although any time limit may be extended by mutual written agreement of the grievant(s) and the City, the failure of the grievant(s) to observe the applicable time limit, shall constitute an abandonment of the grievance, absent a mutually agreed extension.
- (d) Request to bypass any steps will be in writing and must be approved by the City Manager or his designee.



12.4: Procedure:

Step 1. Step 1 is initiated by the employee or PEA Representative filing with the Department Head a written grievance on the standard grievance form, attached as Appendix A. This must occur within ten (10) days of the occurrence of the event(s) which gave rise to the grievance or from the date on which the grievant became aware of the cause of the complaint. If the event(s) occurred during the time when the employee was on paid leave, the ten (10) day period shall commence running immediately upon return to duty. The Department Head shall schedule a grievance meeting with the grievant within five (5) days of the submission of the written grievance. Within five (5) days after the grievance meeting, the Department Head shall issue a written decision concerning the grievance. If the grievant(s) is not satisfied with the Department Head's decision, or if no decision is issued within the time allotted, the grievant(s) may appeal to Step 2.

Step 2. Within five (5) days following the date of the Step 1 decision or the date on which it was due, whichever is earlier, the grievant(s) or PEA Representative may file a written appeal to the Assistant Administrative Services Director – HR Manager, attaching all applicable grievance documents. A grievance meeting shall be scheduled within five (5) days following receipt of the Step 1 appeal. At such meeting, the grievant(s) may present evidence and argument in support of the grievance. Within five (5) days of the grievance meeting, the Assistant Administrative Services Director – HR Manager shall issue a written decision concerning the grievance.

Step 3. Within five (5) days following the date of the Step 2 decision or the date on which it was due, whichever is earlier, the grievant(s) or PEA Representative may file a written appeal to the City Manager. The City Manager will review all pertinent information and may schedule a hearing including due process for name clearing hearings and issue a decision within five (5) days of the hearing or five (5) days of receipt of the Step 2 appeal. If the issue falls within the range of minor disciplinary action, i.e., any discipline less than suspension without pay, the City Manager's decision shall be final and binding upon the Employer and upon the grievant(s). In all cases other than minor discipline and performance evaluations, if the grievant(s) is not satisfied with the Step 3 decision, the grievant(s) may invoke the arbitration procedure of Step 4.

Step 4. The grievant(s) or PEA Representative may invoke arbitration by sending written notice to the Employer within ten (10) days of the date the Step 3 decision was issued or the date, on which it was due, whichever is earlier. Invocation of arbitration by the grievant(s) will not preclude settlement of the grievance at any time prior to the issuance of an arbitrator's award.

12.5: The parties will attempt to agree upon a mutually agreeable impartial arbitrator. If, however, this cannot be done within seven (7) days following the Employer's receipt of the grievant(s) request for arbitration, representatives of the Employer and the grievant(s) shall jointly submit a written request to the Director of the Federal Mediation and Conciliation Service (FMCS) for a list of seven (7) professional arbitrators. Upon receipt of the list, representatives of the Employer and grievant(s) shall meet within ten (10) days and, beginning with the grievant(s), each shall alternately strike, one at a time, until only one (1) name remains on the list. The person whose name remains on the list shall be the arbitrator, and the parties shall jointly notify the arbitrator of his/her selection. Either party may object to all names on the list, provided that objection is made prior to the commencement of the striking process. If this happens, a second joint request for a

list will be made.

12.6: All arbitrations arising under this Agreement shall be conducted at City facilities within the City of Sebastian and in accordance with the following rules:

- (a) The arbitrator shall have jurisdiction and the authority to decide a grievance properly brought before him/her.
- (b) The arbitrator shall have no authority to change, amend, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof or any amendment thereto.
- (c) The arbitrator may not issue declaratory options and shall confine himself/herself exclusively to the question, which is presented to him/her. The arbitrator shall not have the authority to determine any other issues not submitted to him/her.
- (d) Except in the case of termination as disciplinary action, the arbitrator shall not substitute his/her judgment as to the wisdom or the degree of severity of disciplinary action imposed on any employee by the Employer. The arbitrator's inquiry shall be limited to whether the Employer possessed evidence of misconduct before imposing the discipline ultimately imposed. In the event of the arbitration of a grievance arising out of the discharge of an employee, the arbitrator is empowered to either sustain the discharge or, if he/she does not, he/she is empowered to reinstate the employee with or without back pay, in whole or in part, as the circumstances warrant. Any award of back pay shall be reduced by any unemployment compensation or other compensation the employee may have received.
- (e) The fees and expenses of the arbitrator will be paid by the losing party. Each party shall bear the cost of its own witnesses and representatives. Any party requesting a transcript will bear its cost, unless otherwise agreed.
- (f) Copies of the Arbitrator's award, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to the parties within thirty (30) days of the hearing, unless the parties mutually agree to extend the time limit, and shall be final and binding on both parties.

### **ARTICLE 13** **HOLIDAYS**

13.1: The following shall be paid holidays for all regular full-time and regular part-time employees:

New Year's Day	Veteran's Day
Martin Luther King Jr.	Thanksgiving Day
President's Day	Friday after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	

13.2: Generally, when a holiday falls on Saturday, the preceding Friday will be observed as the holiday. When a holiday falls on a Sunday, the following Monday will be observed as the holiday. However, on occasions, another day of observance may be more appropriate; in such instances, the City Manager will establish the date and will notify all employees in advance. For 911 Emergency Dispatch Technicians, Holidays will be observed on the actual Holiday.

- 13.3: No regular full-time or part-time employee shall receive pay for a holiday unless he/she is in an active pay status or actually works his/her normal work schedule on the work day immediately preceding and the work day immediately following the day on which the holiday is observed. For purposes of this Article, "active pay status" also includes any approved leave with pay.
- 13.4: For holiday purposes, a holiday is defined as the employee's normal shift.
- 13.5: If a full-time employee is scheduled to work on the day of a holiday they will have the option of requesting overtime pay for the hours worked at the time it is earned or request compensatory time in lieu of pay. The employee must notify their immediate supervisor in writing of their option no later than the last workday before the holiday. If the option is not presented to the supervisor on or before the last workday before the holiday, overtime pay compensation will be used.
- Eligibility:
- A. Temporary and seasonal employees are not eligible for holiday leave time.
  - B. Regular part-time employees working less than forty- (40) hours per pay period are not eligible for holiday leave benefits.
  - C. Regular part-time employees not scheduled to work are not eligible for holiday leave benefits.
- 13.6 Employees not scheduled to work the holiday will receive straight time pay for their normal shift. For example, if an employee is scheduled Tuesday thru Friday and the holiday falls on a Monday, the employee would receive eight (8), ten (10) or twelve (12) hours of straight pay for the holiday. The holiday pay would not be included as hours worked for the purpose of overtime calculation.

#### **ARTICLE 14**

#### **PROMOTIONS, TRANSFERS AND ADJUSTMENTS**

- 14.1: Any employee who fulfills all applicable requirements for another classification with a higher rate of pay may be promoted to that position. Vacancies in positions above the lowest rank in any classification will be filled, as far as practicable, by the promotion of current employees. To this end, all promotional opportunities will be posted in-house for five (5) days. Such vacancies may also be advertised to the outside but in-house employees will be interviewed first. A final decision will be made only after any qualified current employee applicants have been interviewed. An employee whose performance ratings were less than satisfactory is ineligible for promotion.
- 14.2: a) When an employee is promoted to a higher Grade position, his/her new rate of pay shall at least be Step 1 applicable to that position. If the employee's current salary is higher than the Step 1 rate for the position to which promotion is made, the employee shall receive a two-step increase in pay from his/her current rate of pay. Subject to the approval of the City Manager, a greater promotional increase may be recommended by the Department Head.
- b) When an employee is adjusted to a lower paid position (voluntarily or through disciplinary action), he or she will take a 3% reduction in pay per grade to the closest step in the pay grade of the new job. In no case will the salary be higher than the maximum rate of the new job or shall any reduction result in more than a nine percent (9%) decrease in salary. 14.3: The effective date of an employee's demotion or promotion to a new job classification shall be the employee's new classification anniversary date for the purposes of classification seniority determination. The employee must serve a three (3) month probationary period in the new job classification. 911



Emergency Dispatch Technicians will serve a one (1) year probationary period. If at any time during the probationary period, the employee is found to be unqualified for the position or incompetent to perform the duties of the new position, a transferred or promoted employee shall be returned to their former position at their former rate of pay. If no vacancy exists, the employee shall be laid off in accordance with the provisions of Article 8.

14.4: An employee may be transferred between departments when a vacancy exists in the same classification and pay grade. Such a transfer does not affect employee's pay grade, pay rate, or anniversary date, but is subject to the following conditions:

- (a) The transfer must be approved by the City Manager.
- (b) The employee must serve a three (3) month probationary period in the new assigned department. 911 Emergency Dispatch Technicians will serve a one (1) year probation period.
- (c) If at any time during the probationary period, the employee is found to be unqualified for the position or incompetent to perform the duties of the new position, he or she shall be returned to the position from which the transfer took place at their former rate of pay, if there is a vacancy. If no vacancy exists, the bargaining unit member shall be laid off in accordance with the provisions of Article 8.
- (d) When there is a critical need for employee to work in a higher job classification, the employee will receive the greater of a 3% increase to their regular hourly rate of pay (or the minimum of the acting Grade) for each hour of work performed at the higher classification. A temporary assignment means filling-in for a vacancy or for an employee who is on vacation, ill, has incurred a job related injury, on FMLA, in training or absent from work for any other legitimate reason. Temporary assignments must be for three (3) consecutive days or more. The employee who is working in the temporary higher job classification will receive a 3% increase in pay (or minimum of the acting Grade) for all time worked while in that temporary classification.

Equipment Schedule:

- 1) Maintenance Worker I - Will operate all equipment except, excavator, dozer, and long arm mower.
- 2) Maintenance Worker II - Will operate all equipment except for excavator and dozer.
- 3) Maintenance Worker III - Will operate all equipment.
- (e) An employee may be assigned to a supervisor or exempt job classification for a temporary period. The affected employee working a period of (3) three consecutive workdays or more shall receive up to a six percent (6%) increase to their regular hourly rate of pay (or minimum of the acting Grade, whichever is greater). The employee will be entitled to receive the salary increase for all hours worked while in that temporary classification.
- (i) All Maintenance Workers are required to maintain a valid Commercial Driver License (CDL) and are responsible for paying the cost of the renewal of their own driver's license. A newly hired Maintenance Worker who does not have his CDL License has six (6) months to obtain the license. If the license is not obtained within this timeframe but he/she has documentation to prove he/she was not able to practice will have an additional

three months of probation to obtain the license. However, if he/she has had ample time to practice and fails to obtain his/her license, he/she shall lose his/her position. If a Maintenance Worker I hired prior to October 1, 2016 applies for any Maintenance Worker II position or above and does not have his CDL License, he or she has 6 months to obtain the license. If the license is not obtained, they will be returned to the Maintenance Worker I position and forfeit any increase. After submittal of the document, the City will reimburse the employee the difference between the base driver's license cost and the CDL License and any of the endorsements, which the City requires. Maintenance Workers without a CDL License shall not be eligible for promotion until they obtain their CDL License.

- 14.5: To promote self-improvement initiatives the City agrees to pay employees obtaining an accredited certification in their respective field an incentive pay. Once earned, the payment will be paid on a bi-weekly basis over 26 pay periods. It is the employee's responsibility to notify the City if the certification is current or expired. Certifications eligible for payment include, but are not limited to the following:

- ☐ ASE Automotive/Med./Heavy Truck certifications - \$50 per certification, capped at \$150 per year. Auto Technicians that obtain a Master's Technician designation will be eligible for \$500 annually.
- ☐ Professional in Human Resources - \$120 annually.
- ☐ Certification in Residential and Commercial Inspections - \$50 per certification, capped at \$600.
- ☐ Insecticide spray license (one per department/division) - \$120 annually.
- ☐ Associates Degree from an accredited college - \$600 annually, limited to one (1) per employee, once Bachelor's degree has been attained, the \$600 is forfeited in lieu of the \$1,200 annually.
- ☐ Bachelor's Degree from an accredited college - \$1,200 annually, limited to one (1) per employee.

Other certifications may be submitted for consideration for incentive money. Upon approval of the Department Head, Administrative Services Director, and the City Manager, a dollar value consistent with the above scale will be established.

## **ARTICLE 15**

### **GROUP INSURANCE**

- 15.1: During the term of this Agreement, all employees who participate in the group insurance coverage will pay twenty-five dollars (\$25.00) per month towards the premium for group insurance coverage. The City agrees to pay the remainder of the premium to provide individual group insurance coverage to eligible employees.
- 15.2: In the event that the premium rate for dependent group insurance coverage increases, the Employer agrees to notify the PEA as soon as is practicable. The PEA agrees that the Employer may, at its discretion, obtain substitute insurance coverage by another plan.
- 15.3: Any eligible employee who elects to participate in the group insurance dependent coverage option plan will pay no more than sixty percent (60%) of the cost of the premium. The insurance premium may change each fiscal year based on renewal rates. The employee shall pay any additional supplemental insurance that is optional coverage to the employee.
- 15.4 The City will pay no less than forty (40%) of the costs of single coverage group (health only) insurance for up to two (2) years for eligible employees who leave the City after being employed by the City for twenty (20)-years in a continuous full-time capacity. This means the retired employee who has 20 years of continuous service will pay no more than sixty percent (60%) of

the insurance premium for single coverage. The insurance premium may change each fiscal year based on renewal rates.

## **ARTICLE 16**

### **RETIREMENT CONTRIBUTION**

- 16.1: Effective April 29, 2001, the Employer agrees to contribute to the CWA/ITU Negotiated Pension Plan (hereinafter sometimes referred to as the Plan) nine (9%) of an employee's earnings for each employee covered by this Agreement, for purposes of providing pensions on retirement, death benefits, and other related benefits for covered employees of the Employer and other contributing Employers. The Plan is jointly administered by Trustees appointed in equal numbers by the Union and Employers under an Agreement and Declaration of Trust, and has been found by the Internal Revenue Service to be entitled to exemption under the Internal Revenue Code.
- 16.2: Contributions shall be paid to the CWA/ITU Negotiated Pension Plan, P.O. Box 2380, Colorado Springs, Colorado 80901, no later than the 15<sup>th</sup> of the following month, together with reports on forms to be furnished by the Plan or the employer's printout, if in an acceptable format. During the effective period of this Agreement, this benefit will be paid monthly over a twelve (12) month period, which will continue for the life of the Plan.
- 16.3: Title to all monies paid into the Plan shall be held exclusively by the Trustees in trust for use in providing the Benefits under the Plan and paying its expenses.
- 16.4: The Employer recognizes that in addition to the Union's right to enforce this section, the Union shall have the right in its discretion to take any legal action necessary to collect any contributions or monies due and owing to the Plan and to secure delinquent reports. The Employer further agrees that the Union shall have the right to collect reasonable attorneys' fees and expenses incurred in connection therewith. The Employer shall supply to the shop steward (chapel chairman) the union representative's copy of the Negotiated Pension Plan employer report forms or a copy of the Employer's printout forms on a quarterly basis.

#### **Eligibility:**

- A. Only regular full-time employees are eligible for inclusion in the CWA/ITU Negotiated Pension Plan.
- B. New regular full-time employees are eligible for entry into this Plan as of the first day of the next full pay period following sixty- (60) days from their date of hire.

## **ARTICLE 17**

### **PERFORMANCE EVALUATIONS**

17.1: **Purpose:**

The purpose of the performance evaluation program is to provide a consistent practice of establishing written goals and evaluating the performance of the employee. It is needed to help measure, improve, and reward employee performance, to assist departments and the Employer to meet their goals.

17.2: **Definitions:**

- A. **Annual Performance Evaluation.** The employee's performance is evaluated by the supervisor no later than the first day of the month of his/her classification anniversary date each year. The period of evaluation is the period of time since the employee's last performance evaluation.
- B. **Special Performance Evaluation.** Special performance evaluations are performed by the supervisor any time during the year for special reasons; i.e. change in pay, promotion,



transfer, reassignment, etc.

17.3: Policy:

Supervisors are to administer an employee's performance evaluation annually and special performance evaluations more often, as appropriate. The performance evaluation consists of evaluating previously agreed upon goals and objectives. The performance evaluation is to be used as a management tool to assist, motivate, and strengthen the employee. Supervisors will also use the performance evaluation to help determine compensation, employee development and promotion. Where there is a difference of opinion concerning a performance evaluation between the supervisor and the employee, the employee will have the opportunity to express their differences in writing to the supervisor and the supervisor's evaluator. If the issue has not been resolved at this level, the employee may activate the employee grievance procedure within the timeframes established in Article 12. Employees rated unsatisfactory are not eligible for step increases or promotions. Employees who receive an unsatisfactory rating for two (2) consecutive annual or special performance evaluations may be terminated from employment for cause.

17.4: Statement of Philosophy:

Both the City of Sebastian and the PEA believe that the purpose of the performance evaluation system includes the following:

- a) to clarify both management's goals for the position and the employee's goals;
- b) to monitor the employee's achievements and to review areas of needed improvement; to make recommendations for improvement and establish time frames to achieve the recommended improvements.
- c) to facilitate communication between supervisors and employees about the employee's job duties and establish a framework for open, constructive feedback;
- d) to encourage and develop time line plans for employee development, growth and improvement.

17.5: Employee Evaluations:

Performance evaluations for each employee shall be submitted once each year using a City of Sebastian performance evaluation form. Employees shall be evaluated by their appropriate administrator/supervisor. Employees shall be given a minimum of three (3) workdays notice prior to the evaluation meeting. At the time of such performance evaluation, the employee's specific job duties, job description, and performance shall be reviewed by both the employee and the supervisor to discuss patterns of performance for the past year and expectations or recommended plans for improvement for the upcoming year. Each employee has the right to add written comments regarding the performance evaluation on the performance evaluation form, at the time of any review, and subsequently if any changes are made. The employee's signature on the performance evaluation form signifies that the performance evaluation has been reviewed with the employee, but does not signify that the employee agrees with the evaluation.

Each employee shall have the right to see any changes, deletions, or additions to the performance evaluation made by the immediate supervisor, a higher supervisor, department head, or administrator. Such changes shall be discussed with the employee. The employee shall be provided with a copy of the completed performance evaluation once it has been signed by all parties in the chain of command. The performance evaluation shall be placed in the employee's official personnel file. Any performance evaluations, which are not in the official file, shall not be part of the official record of the employee in considering discipline or future performance evaluations. Employees have the right to review their official personnel file upon and with proper notification. Under no circumstances shall supervisors use the performance evaluation as a

substitute for disciplinary action.

17.6: Probationary Period:

Each new employee shall serve a probationary period of six (6) months, which is an extension of the selection procedure. The probationary period is to give the employee an opportunity to demonstrate his or her ability to perform the duties of the position. The City may extend the probationary period for up to six (6) months beyond the classification date in order to allow the employee the opportunity to correct deficiencies in his or her performance. Any absences without pay and absences covered by Worker's Compensation shall automatically extend the probationary period in accordance with Article 8. 911 Emergency Dispatch Technicians will serve a one (1) year probation period.

**ARTICLE 18**

**SAFETY**

- 18.1: The City and the PEA agree to continue meeting with the established Joint Safety Committee to ensure continuing, on-the-job safety in the performance of public services. The Committee shall be chaired by the City Manager, or his designee, and up to three (3) members will be selected by the City Manager and up to three (3) members selected by the PEA.
- 18.2: The Safety Committee shall meet regularly, as it may determine, to consider methods of maintaining and improving job related safety. The Committee shall make recommendations by a majority vote for safety maintenance and improvement, which shall be given due consideration by the Employer. Written response must be made by the City Manager to the committee within twenty calendar (20) days of receipt of any written requests made by the Safety Committee. Such requests will be approved by the majority vote of the Safety Committee prior to being submitted to the City Manager.
- 18.3: The Employer and the PEA recognize the mutual responsibilities of management and employees to promote a safe work place and agree to cooperate in maintaining City equipment and facilities in safe conditions.
- 18.4: The Employer agrees to make copies of the City Safety Manual available to all employees to review.
- 18.5: Any employee who as a result of an act or by way of their own negligence and/or in violation of established safety standards and policy of the City causes damage to, or destruction of, property of the City without substantial justification or excuse shall be subject to progressive discipline action, up to and including termination. Additionally, the employee may be liable for up to the full cost of replacement or repair of the damaged or destroyed property. The provision of Article 19, Section 19.1 will apply.
- 18.6: Safety Glasses:
- a. With the prior approval of the employee's Department Head, the City shall pay for one (1) pair safety glasses. Where prescription safety glasses are needed, the employee, in conjunction with the City's Vision Care Plan, shall receive an eye examination not more than once every twelve (12) months. The employee shall pay the deductible to the doctor for the eye examination. The City shall pay for the cost of the first pair of safety frames and safety lenses for those employees required to wear prescription safety glasses not to exceed one hundred (\$100) dollars.
  - b. The City will also pay for the replacement of safety lenses due to on the job breakage or prescription changes, as needed. An incident report must accompany this request, which

details how the breakage occurred. The report must be signed by the employee's immediate supervisor before being submitted. If the breakage was a result of the employee's negligence, the employee will pay the full cost of the replacement. Additionally, the employee may be liable for up to the full cost of replacement or repair of the damaged or destroyed property. The provision of Article 19, Section 19.1 will apply.

18.7: Workers' Compensation:

Any regular full-time employee who sustains a temporary disability as a result of and arising out of employment by the City as provided by the Worker's Compensation Law of the State of Florida, shall, in addition to the benefits payable under the Worker's Compensation Law be entitled to the following:

- A. During the first eighty (80) work days of such disability, the employee shall receive net supplemental injury pay based upon his/her net take home pay reduced by the Worker's Compensation indemnity payment.
- B. Thereafter, the employee may utilize any accrued sick or vacation leave in order to receive supplemental injury pay based upon his/her normal net take home pay reduced by the Worker's Compensation indemnity payment until such annual or sick leave is exhausted.
- C. Upon exhaustion of all paid leave, the City may, at its discretion, grant an unpaid leave of absence to the employee for a period not to exceed one year.
- D. If any employee, due to an on-the-job injury, is temporarily or partially disabled from performing the duties of his/her classification, but is determined to be able to perform light duty by a physician designated by the City, the employee may be required to perform such duty or lose the supplemental injury pay. Assignment to light duty shall be considered a temporary assignment, without reduction in pay. Such a reassignment shall be to other duties commensurate with medical and mental fitness, subject to availability of suitable work, and the employee's qualifications for the position. However, an employee shall not be permitted to continue in a light duty position after reaching his/her maximum medical improvement or for a period that exceeds one year.
- E. Any employee who suffers an employment connected injury may be required by the City to be examined every twenty (20) working days by a medical doctor, specified and provided by the City, who shall determine the employee's condition and fitness for full or partial return to duty.
- F. No employee will be entitled to the supplemental injury pay described herein if the injury suffered has been determined to have been the result of intentional self-infliction or where the disability or illness continues as a result of the employee's failure to cooperate with medical advice or corrective therapy.
- G. While receiving employment connected disability benefits, an employee shall be entitled to all benefits, which he/she would normally, receive pursuant to his/her employment with the City except additional accruals of sick and vacation leave.
- H. Any covered employee receiving proceeds from a disability insurance policy and Worker's Compensation indemnity payments shall not be allowed to use paid leave, such that they receive a total amount of more than his/her normal take home pay.

18.8: Work Boots/Shoes:

- (a) The City will provide those employees required to wear safety boots/shoes as a part of their job function one hundred and twenty dollars (\$120) per fiscal year, payable to the employee the first full pay period in October of each year. Any employee receiving this benefit will be required to wear the safety boots/shoes at all times while performing their City job functions. If an employee begins employment after the first full pay in October, the boot allowance will

be prorated by \$10.00 per month. Safety boots/shoes must meet the requirements as established by the department.

- (b) The City will also pay for the replacement of safety boots/shoes due to on the job damage caused as a result of an accident. An incident report must accompany this request, which details how the damage occurred. The report must be signed by the employee's immediate supervisor before being submitted. If the damage was a result of the employee's negligence, the employee will pay the full cost of the replacement and may be subject to disciplinary actions as stated in section 18.5 of this Article.
  - (c) If the employee provides medical documentation signed by an attending physician stating that they cannot wear the safety boots/shoes due to a medical condition they will not be required to wear the safety boots/shoes. The employee will also be exempt from the benefit provision as stated in section 18.8 (a) of this Article and will not receive the \$120 annual disbursement for safety boots/shoes.
- 18.9: If the employee does not complete the six (6) month probationary period for any reason, the amount reimbursed for the work boots/shoes shall be deducted from the employee's last pay check which will reflect the actual expense incurred by the city for the purchase of the work boots/shoes.

## **ARTICLE 19**

### **DISCIPLINARY ACTION**

- 19.1 In the event an employee is discharged, suspended without pay, or demoted for disciplinary reasons, the City agrees that he shall be provided with written notification of the action. This notification shall be hand delivered to the employee or sent by certified mail, return receipt requested, to the address in the City Administrative Services Department records.
- 19.2 Except in extraordinary circumstances, before the employee is discharged or suspended without pay for disciplinary reasons, the notification described in Section 19.1 will be provided to the employee in advance of the action so as to give the affected employee an opportunity to present his position.
- 19.3 No employee shall be disciplined except for just cause.
- 19.4 No discipline, except termination, shall become effective until such time that the employee has exhausted the appeal process or until such time for an appeal has expired, as described in Article 12.4.

## **ARTICLE 20**

### **SALARY**

- 20.1 For the first year of this Agreement (October 1, 2016 through September 30, 2017) bargaining unit members shall receive a wage increase of three percent (3%).
- 20.2 The parties shall open this section in the second year of this Agreement (October 1, 2017 through September 30, 2018) in order to collectively negotiate a potential change in salary. Any change in salary must be duly ratified by both parties.
- 20.3 The parties shall open this section in the third year of this Agreement (October 1, 2018 through September 30, 2019) in order to collectively negotiate a potential change in salary. Any change in salary must be duly ratified by both parties.



**ARTICLE 21**  
**SUBSTANCE ABUSE TESTING**

- 21.1 The City and the PEA agree to abide by a Drug Free Workplace as provided for in Florida Statutes.
- 21.2 An employee subject to drug testing for reasonable suspicion shall be placed on administrative leave with pay pending the laboratory results of the test.
- 21.3 Employees agree to participate in a random drug screening.

**ARTICLE 22**  
**UNIFORMS**

- 22.1: The City shall provide and maintain uniforms to all employees who are required to wear them.
- 22.2: All issued uniforms and equipment must be returned to the City. Failure to return issued uniforms and equipment will result in the employee paying for the actual cost incurred by the city for the purchase of said uniforms.
- 22.3: Any employee assigned a uniform will be required to wear the uniform at all times while performing his or her job functions. The City uniform shall not be worn at any other time or for any other reason.
- 22.4 Employees in the position of Code Enforcement Officer(s) and Evidence Technician(s) will receive \$45.00 per month for uniform cleaning.
- 22.5 The Employer may also provide standardized polo shirts or other selected articles of clothing to certain employees, as a means to easily recognize they work for the City or for other purposes the Employer deems beneficial. As such articles are the responsibility of the employee to maintain and are not required to be returned to the City. Since they can also be worn off the job, they are a taxable benefit in accordance with IRS Rules.

**ARTICLE 23**  
**EDUCATION REIMBURSEMENT**

Reimbursement of education expenses by the City of Sebastian for approved educational or training programs will be in conformance with the following:

- 23.1: Eligibility for Participation in Tuition Payment Plan – All regular full-time employees are eligible for participation in the City's Tuition Payment Plan up to the limit of the funds available for education. This program is available only to employees who have successfully completed their one-year probationary period.
- 23.2: Tuition Payment Plan – The City of Sebastian will, upon approval of the City Manager and the Administrative Services Director, pay tuition of regular full-time employees for any eligible training or educational program/course. An eligible training or educational program/course is one that, in the judgment of the Administrative Services Director and the City Manager is directly related to the employee's current position or to a related higher position, and which will improve performance in a current position or which constitutes preparation for promotion to

related higher responsibilities. Post graduate (ex. Master's, Doctorate, etc.) programs are not included within the tuition payment plan.

- 23.3: Application Procedure – An employee desiring to participate in the City's Tuition Payment Plan shall submit an application fifteen (15) working days in advance to their Department Head requesting approval for Plan participation. If the Department Head recommends the education program, it will be forwarded to the Administrative Services Director and City Manager for final approval.
- 23.4: Course Completion – If the employee achieves a grade of "C" or better in a course which is graded -- or if the employee receives a "pass" in a course which is graded on a pass/fail basis -- he/she will submit an official copy of his/her grades along with proof of his/her payment for tuition, required books, or lab fees to the Administrative Services Director. Reimbursement for tuition shall be made in accordance with City policy for reimbursements. The employee's personnel record will be documented with his/her education achievement. Textbooks shall become City property at the completion of the course and turned over to the Administrative Services Director or his/her designee.
- 23.5: Transportation – Transportation under the Tuition Payment Plan shall be at the employee's expense.
- 23.6: The reimbursement shall be available for a maximum total of twenty-four (24) semester hours or thirty-two (32) quarter hours in any one (1) fiscal year period for eligible employees pending budget authorization and availability of funds. The maximum tuition rate to be reimbursed for participating in the City's Tuition Payment Plan for college-level courses is that established annually by the State Legislature for state supported schools. Should an employee select to attend a non-State school, he/she is responsible for the difference in tuition. Any employee receiving a scholarship or grant for education will not be eligible for education reimbursement.
- 23.7: Service Requirement – Employees who are reimbursed for such courses, agree to remain employed by the City of Sebastian for at least two (2) years after completion of the course(s). Should an employee leave the City service within two years after completion of the course(s), he/she must return any payments to the City or it will be deducted from his/her final paycheck.
- 23.8: City Mandated Education Courses – If the City requires an employee to attend an educational course, seminar or conference, the City shall pay tuition, transportation, and meals and lodging in accordance with the City's Travel Policy.

## **ARTICLE 24**

### **CLASSIFICATION AND COMPENSATION PLAN**

#### **LONGEVITY AWARD**

- 24.1 A Classification and Compensation Plan shall be used to administer the established pay rates of employees, attached as Appendix C. This shall be updated and corrected as needed by the Assistant Administrative Services Director – HR Manager to reflect the approved pay classifications and scale within pay classifications for all positions. Employees shall be paid in accordance with the Classification and Compensation Plan. The City Manager is responsible for the proper and continuous maintenance of the classification and compensation plan so that it will reflect on a current basis the duties being performed by each City employee. The Assistant Administrative Services Director-Human Resources Manager shall recommend to the City Manager and the Administrative Services Director any necessary amendments to the plan in the form of new classes and the abolishment of classes no longer required in the plan. Any changes made to the plan will require a study of the new or outgoing position. The Classification and



Compensation Plan will be reviewed annually and based on local, regional or in some cases national information, appropriate changes in the allocations to the Classification and Compensation Plan will be made. Assistant Administrative Services Director-Human Resources Manager will notify the PEA of any change to a job description(s).

24.2 If an employee changes job classifications, his or her job classification anniversary date will change, effective the date of the promotion or demotion.

24.3: Longevity Pay: Longevity pay will be awarded according to the following:

- A. Employees, after having completed ten (10) years of continuous service with the City, will receive an increase in their base pay of five (5%) percent. The five percent increase will be added to their base pay effective the date of their ten-year anniversary date.
- B. Employees, after having completed fifteen (15) years of continuous service with the City, will receive an increase in their base pay of five (5%) percent. The five percent increase will be added to their base pay effective the date of their fifteen-year anniversary date.
- C. Employees, after having completed twenty (20) years of continuous service with the City, will receive an increase in their base pay of five (5%) percent. The five percent increase will be added to their base pay effective the date of their twenty-year anniversary date.
- D. Employees, after having completed twenty-five (25) years of continuous service with the City, will receive an increase in their base pay of seven and one-half (7.5%) percent. The seven and one-half percent increase will be added to their base pay effective the date of their twenty-five-year anniversary date.
- E. Said adjustment(s) will be based on the employee's original date of hire regardless of the salary pay step the bargaining unit member is in at the time he or she attains the required number of years.
- F. Employees in a part-time or temporary status at the time of their relevant anniversary date will not be eligible for longevity increases.
- G. Employees in a probationary or suspension status for more than 6 months due to a demotion or transfer for disciplinary reasons shall not begin receiving longevity pay increases until they are no longer on probation or suspension. Any pay increase will not be retroactive.

## **ARTICLE 25**

### **SEVERABILITY**

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

25.2: In the event of the invalidation of any Article or Section of this Agreement, the City and the PEA agree to meet within thirty- (30) working days to discuss replacement of such Article or Section.

## **ARTICLE 26**

### **COUNSELING**

26.1 The City will make available to the employees the services of a psychologist or qualified counselor approved by the City for the purpose of helping the employee deal with an "aftermath" of an incident that may be emotionally disturbing. This service will be paid for by the City.

**ARTICLE 27**  
**TERM OF AGREEMENT**

This Agreement shall become effective upon the date of ratification by the parties and shall remain in full force and effect until 12:00 midnight on September 30, 2019.

In witness whereof, the parties hereto have entered into this Agreement on this 19th day of September, 2016.

**COASTAL FLORIDA PEA**



Kimberly Kilpatrick  
President, CFPEA



Al Boettjer, Chief Negotiator

**CITY OF SEBASTIAN, FLORIDA**



Joe Griffin  
City Manager

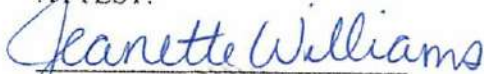


Kenneth W. Killgore  
Administrative Services Director



Cynthia Watson, MPAIR, PHR  
Human Resources Manager

ATTEST:

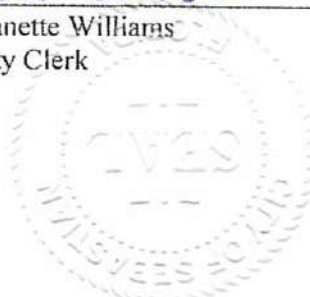


Jeanette Williams  
City Clerk

APPROVED AS TO FORM:



Robert Ginsburg  
City Attorney



**APPENDIX A**  
**GRIEVANCE FORM**

(Type or Print Clearly in Ink)

NAME OF GRIEVANT: \_\_\_\_\_

DATE GRIEVANCE OCCURRED: \_\_\_\_\_

A. Give Article(s) and Sections(s) of Contract which Grievant claims were violated:

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

B. State concisely facts relied on by Grievant:

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

C. State relief requested by Grievant:



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

\_\_\_\_\_  
Signature of Grievant

\_\_\_\_\_  
Signature of Union Representative  
for Grievant

\_\_\_\_\_  
Date Submitted

**COASTAL FLORIDA PBA/PEA BENEFICIARY FORM**

**IMPORTANT NOTICE:**  
Please name your beneficiary!  
If a beneficiary is not named, benefits will be paid to your estate.

Name \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security Number \_\_\_\_\_

Address \_\_\_\_\_ Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Primary Beneficiary (to receive proceeds if living at my death) INCLUDE COMPLETE MAILING ADDRESS \_\_\_\_\_ Relationship to me \_\_\_\_\_

Secondary Beneficiary (to receive proceeds if Primary Beneficiary is not living at my death) + COMPLETE ADDRESS \_\_\_\_\_ Relationship to me \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*Please fill out completely. Including complete mailing address for your beneficiary(ies).*

**Coastal Florida Public Employees Association**  
SEU/NAGE Local 5000  
**Membership Application**

First Name \_\_\_\_\_ Middle Name \_\_\_\_\_ Last Name \_\_\_\_\_

Home Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ 9 Digit Zip Code \_\_\_\_\_

Home Phone \_\_\_\_\_ Business Phone \_\_\_\_\_

Call Phone \_\_\_\_\_ Pager \_\_\_\_\_

Sex: ☐ M ☐ F Birth Date \_\_\_\_\_

Are you registered to vote? Yes ☐ No ☐

Party Affiliation: Rep. ☐ Dem. ☐ Ind. ☐

Agency \_\_\_\_\_

Social Security No. \_\_\_\_\_ Department \_\_\_\_\_

Employment Starting Date \_\_\_\_\_ Rank/Classification \_\_\_\_\_

Signature \_\_\_\_\_

Recommended By \_\_\_\_\_

HOME E-Mail Address \_\_\_\_\_

**For Office Use Only**

County \_\_\_\_\_ Agency \_\_\_\_\_

PEA Date \_\_\_\_\_ I / P \_\_\_\_\_ Action Code \_\_\_\_\_

## COASTAL FLORIDA PUBLIC EMPLOYEES ASSOCIATION AUTHORIZATION TO DEDUCT

I hereby assign to the Coastal Florida Public Employees Association, from any wages earned or to be earned by me as your employee, my periodic dues in such amounts as are now or hereafter established by the Association and become due to it as my membership dues in said Association. I authorize and direct you to deduct and withhold such amounts from my salary and to remit the same to said Association. I hereby waive all rights and claims to said monies deducted and transmitted in accordance with this authorization, and release my employer and all its officers from any liability therefor.


This assignment, authorization and direction shall be revocable any time upon thirty (30) days written notification to my employer and the Association.

Department \_\_\_\_\_ Name (Please Print) \_\_\_\_\_

Date \_\_\_\_\_ Name (Signature) \_\_\_\_\_ Social Security Number \_\_\_\_\_



# APPENDIX C

CITY OF SEBASTIAN							
POSITION CLASSIFICATIONS AND PAY SCALE - PEA					HOME OF PELICAN ISLAND		
2016 - 2017							
CLASSIFICATION	POSITION	MINIMUM	MIDPOINT	MAXIMUM	HOURLY MINIMUM	HOURLY MIDPOINT	HOURLY MAXIMUM
1	Cashier, Golf Course, Temporary	\$8.05	\$0.00	\$0.00	\$ -	\$ -	\$ -
2	Golf Course Attendant, Temporary	\$8.05	\$0.00	\$0.00	\$ -	\$ -	\$ -
3	Gymnastic Assistant, Temporary	\$8.05	\$0.00	\$0.00	\$ -	\$ -	\$ -
4	Skateboard Attendant, Temporary	\$8.05	\$0.00	\$0.00	\$ -	\$ -	\$ -
5	Audio Visual Technician, Temporary	\$10.00	\$0.00	\$0.00	\$ -	\$ -	\$ -
6	Crossing Guard, Temporary	\$12.00	\$0.00	\$0.00	\$ -	\$ -	\$ -
7	Vacant	\$0.00	\$0.00	\$0.00	\$ -	\$ -	\$ -
8	Vacant	\$0.00	\$0.00	\$0.00	\$ -	\$ -	\$ -
9	Golf Course Attendant, Regular Part-time	\$16,740.41	\$24,273.60	\$30,139.20	\$8.0500	\$11.6700	\$14.4900
10	Vacant	\$18,064.89	\$25,001.81	\$32,516.80	\$8.6850	\$12.0201	\$15.6331
11	Receptionist	\$18,606.84	\$25,751.86	\$33,492.31	\$8.9456	\$12.3807	\$16.1021
12	Vacant	\$19,165.04	\$26,524.42	\$34,497.08	\$9.2140	\$12.7521	\$16.5851
13	Vacant	\$19,739.99	\$27,320.15	\$35,531.99	\$9.4904	\$13.1347	\$17.0827
14	Vacant	\$20,332.19	\$28,139.76	\$36,597.95	\$9.7751	\$13.5287	\$17.5952
15	Cashier	\$20,987.65	\$28,983.95	\$37,777.77	\$10.0902	\$13.9346	\$18.1624
16	Vacant	\$21,617.28	\$29,853.47	\$38,911.11	\$10.3929	\$14.3526	\$18.7073
17	Assistant Golf Professional, Regular Part-time	\$22,281.93	\$30,749.07	\$40,107.48	\$10.7125	\$14.7832	\$19.2824
18	Vacant	\$22,933.77	\$31,671.54	\$41,280.79	\$11.0259	\$15.2267	\$19.8465
19	Vacant	\$23,621.79	\$32,621.69	\$42,519.22	\$11.3566	\$15.6835	\$20.4419
20	Vacant	\$24,330.44	\$33,600.34	\$43,794.79	\$11.6973	\$16.1540	\$21.0552
21	Clerical Assistant	\$25,060.35	\$34,608.35	\$45,108.64	\$12.0482	\$16.6386	\$21.6868
22	Accounting Clerk I Airport Operations Specialist Maintenance Worker I	\$25,812.17	\$35,646.60	\$46,461.90	\$12.4097	\$17.1378	\$22.3375
23	Clerical Assistant II	\$26,586.53	\$37,817.48	\$47,855.75	\$12.7820	\$17.6519	\$23.0076
24	Maintenance Worker II Mechanic	\$27,384.13	\$37,817.48	\$49,291.43	\$13.1654	\$18.1815	\$23.6978
25	Vacant	\$28,205.65	\$38,952.00	\$50,770.17	\$13.5604	\$18.7269	\$24.4087
26	Accounting Clerk II Business Tax Specialist Community Development Coordinator Head Cashier Maintenance Worker III Permit Technician Traffic Technician	\$29,051.82	\$40,120.56	\$52,293.27	\$13.9672	\$19.2887	\$25.1410
27	Records Clerk	\$29,923.37	\$41,324.18	\$53,862.07	\$14.3862	\$19.8674	\$25.8952
28	911 Emergency Dispatcher Accounting Clerk III Administrative Assistant Foreman Lead Mechanic Records Specialist II (PD)	\$30,821.07	\$42,563.90	\$55,477.93	\$14.8178	\$20.4634	\$26.6721
29	Vacant	\$31,745.71	\$43,840.82	\$57,142.27	\$15.2624	\$21.0773	\$27.4722
30	Code Enforcement Officer	\$32,698.08	\$45,156.05	\$58,856.54	\$15.7202	\$21.7096	\$28.2964
31	Crime Scene Evidence Technician	\$33,679.02	\$46,510.73	\$60,622.24	\$16.1918	\$22.3609	\$29.1453
32	Vacant	\$34,689.39	\$47,906.05	\$62,440.90	\$16.6776	\$23.0318	\$30.0197

33	Administrative Supervisor (City)	\$35,730.07	\$49,343.23	\$64,314.13	\$17.1779	\$23.7227	\$30.9203
	Building Inspector I						
	Cemetery Supervisor						
	Construction Inspector						
	Engineering Technician/Environmental Specialist						
	Parks Superintendent						
	Planner						
	Roads & Drainage Supervisor						
	Stormwater Supervisor						
34	Building Inspector II	\$36,828.64	\$50,823.53	\$66,291.56	\$17.7061	\$24.4344	\$31.8709
35	Vacant	\$37,933.50	\$52,348.23	\$68,280.30	\$18.2373	\$25.1674	\$32.8271
36	Vacant	\$39,071.51	\$53,918.68	\$70,328.71	\$18.7844	\$25.9224	\$33.8119
37	911 Emergency Dispatch Supervisor	\$40,243.65	\$55,536.24	\$72,438.58	\$19.3479	\$26.7001	\$34.8262
	Accountant						
	Administrative Supervisor (PD)						
38	Vacant	\$41,450.96	\$57,202.33	\$74,611.73	\$19.9283	\$27.5011	\$35.8710
39	Vacant	\$42,694.49	\$58,918.40	\$76,850.08	\$20.5262	\$28.3262	\$36.9472
40	Vacant	\$43,975.33	\$60,685.95	\$79,155.59	\$21.1420	\$29.1759	\$38.0556
41	Vacant	\$45,294.59	\$62,506.53	\$81,530.25	\$21.7762	\$30.0512	\$39.1972
42	Chief Building Inspector	\$47,028.29	\$64,381.72	\$84,650.92	\$22.6098	\$30.9528	\$40.6976
43	Plans Examiner	\$48,439.14	\$66,313.18	\$87,190.44	\$23.2880	\$31.8813	\$41.9185
44	Vacant	\$49,892.31	\$68,302.57	\$89,806.16	\$23.9867	\$32.8378	\$43.1760
45	Vacant	\$51,389.08	\$70,351.65	\$92,500.34	\$24.7063	\$33.8229	\$44.4713
46	Vacant	\$52,930.75	\$72,462.20	\$95,275.35	\$25.4475	\$34.8376	\$45.8055
47	Vacant	\$54,518.67	\$74,636.06	\$98,133.61	\$26.2109	\$35.8827	\$47.1796
49	Vacant	\$56,154.23	\$76,875.15	\$101,077.62	\$26.9972	\$36.9592	\$48.5950
49	Vacant	\$57,838.86	\$79,181.40	\$104,109.95	\$27.8071	\$38.0680	\$50.0529
50	Vacant	\$59,574.03	\$81,556.84	\$107,233.25	\$28.6414	\$39.2100	\$51.5544

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF SEBASTIAN AND THE COASTAL FLORIDA PUBLIC EMPLOYEES ASSOCIATION REGARDING CHANGES TO ARTICLES 7.2 and 7.3 OF THE COLLECTIVE BARGAINING AGREEMENT OF OCTOBER 1, 2016 – SEPTEMBER 30, 2019**

This Memorandum of Understanding is made and entered into by and between the City of Sebastian (the "City") and the Coastal Florida Public Employees Association (the "CFPEA").

**WHEREAS**, the City and CFPEA entered a collective bargaining agreement for the period October 1, 2016 to September 30, 2019, hereinafter called the "Agreement"; and

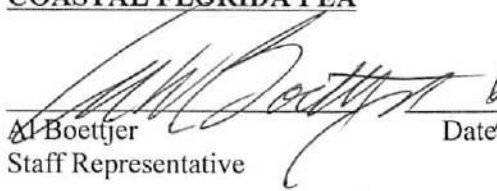
**WHEREAS**, Article 7.2 of the Agreement establishes 14 days and eighty (80) hours as a normal work week for the Communication Division and Article 7.3 of the Agreement establishes overtime computation cannot be earned by an employee on approved comp time; and

**WHEREAS**, there is no question that it serves the best interest of both the City and the CFPEA to classify the Communication Division the same as Article 7.1 for all other regular full-time employees and to consider comp time as time worked for the purpose of overtime compensation for Communication Division employees.

**NOW, THEREFORE**, the parties agree to strike the first sentence of Article 7.2, subsection (a), reading: "Fourteen (14) days shall constitute a normal work period for the Communication Division of the Police Department, starting at 12:01 a.m. Sunday and ending at 12:00 midnight on Saturday fourteen days later." Subsection (a) will now begin with the words "Such Unit employees shall...". Subsection (b) shall be stricken in its entirety and reflect "[Paragraph Removed]". The remaining subsections of Article 7.2 shall remain unchanged.


**THE PARTIES FURTHER AGREE** the Communication Division will be allowed to earn comp time instead of overtime when earned as a result of their regular work schedule and comp time can be used to offset the hour shortages during the 40 hour work week. To conclude, comp time will be approved leave and will be considered time worked for overtime computation for the Communication Division only.

COASTAL FLORIDA PEA

  
Al Boettjer  
Staff Representative

Date

CITY OF SEBASTIAN, FLORIDA


  
Paul Carlisle  
City Manager

Date

**ATTEST:**

  
Jeanette Williams, MMC  
City Clerk

**APPROVED AS TO FORM:**

  
James Stokes  
City Attorney