

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
CITY OF MADEIRA BEACH  
AND THE  
COMMUNICATION WORKERS OF AMERICA  
LOCAL 3179**



**Rank and File  
PERC # 1426**

**October 1, 2006 – September 30, 2009**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE NO.</u>
Article 1 – Preamble .....	3
Article 2 – Recognition .....	4
Article 3 – Representatives of Parties .....	5
Article 4 – Management Rights .....	6
Article 5 – Union Rights .....	7
Article 6 – No Strikes .....	10
Article 7 – Nondiscrimination .....	11
Article 8 – Labor/Management Cooperation.....	11
Article 9 – Grievance and Arbitration Procedure .....	12
Article 10 – Discipline and Discharge .....	19
Article 11 – Workweek and Overtime .....	20
Article 12 – Wages and Compensation .....	21
Article 13 – Holidays and Leaves .....	23
Article 14 – Insurance and Pension .....	29
Article 15 – Drug Free Workplace .....	30
Article 16 – Health & Safety .....	30
Article 17 – Uniform & Personal Property .....	31
Article 18 – Seniority-Layoff-Recall .....	32
Article 19 – Miscellaneous General Provisions .....	33
Article 20 – Savings Clause .....	35
Article 21 – Duration, Modification and Termination .....	36
Appendix A .....	37
Appendix B .....	38

**ARTICLE 1  
PREAMBLE**

**Section 1.**

This Agreement is entered into by and between the City of Madeira Beach, Florida, hereinafter referred to as the “City”, and the Communications Workers Of America, hereinafter referred to as the “Union”, (PERC Registration No. 1426) for the purpose of establishing, promoting and maintaining an orderly, peaceful, harmonious and cooperative procedure for good faith labor relations, and provide an orderly and peaceful means for resolving differences which arise and to set forth the basic and full agreement between the parties concerning wages, hours, and other terms and conditions of employment.

**Section 2.**

The use of the masculine pronoun or feminine pronoun in this Agreement shall be construed as including both genders and not as a gender limitation. For the purpose of this Agreement, the terms, bargaining unit employee, and employee shall be synonymous.

**Section 3.**

As a result of collective bargaining, the parties hereby covenant and agree that unless otherwise provided or permitted by law, the following provisions shall remain unchanged and govern their relationship for the duration of this Agreement.

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## **ARTICLE 2 RECOGNITION**

### **Section 1. Recognition**

The City hereby recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and other terms and conditions of employment for all employees in the bargaining unit, which shall consist of all personnel in the classifications approved by PERC in Certification 1426, as designated below:

Administrative Assistant/Community Development, Administrative Assistant/Community Services, Administrative Assistant/Finance, Building Maintenance/Custodian, Code Enforcement Officer, Deputy City Clerk, Fire Inspector, Grounds Maintenance, Marina Assistant, Marina Attendant, Mechanic, Parking Enforcement Officer I, Public Works Technician I, Public Works Technician II (Stormwater), Public Works Technician II (Streets), Recreation Aide, Recreation Leader, Sanitation Worker I, and Sanitation Worker/Driver II

### **Section 2. Unit Exclusions**

Excluded from this contract are part-time, seasonal, and temporary employees, managerial, confidential, supervisory, professional, and certified fire personnel.

### **Section 3. General Provisions**

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

### **Section 4. Modifications and MOUs**

Appendices and amendments to this Agreement shall be dated and signed by the City and the Union. No change, rescission, alteration or modification of this Agreement, in whole or in part, shall be valid unless the same is ratified by the City and the Union and endorsed in writing. However, the City, the Union and the bargaining unit members agree that from time to time, issues may arise which are not specifically addressed by this Agreement or on which this Agreement is ambiguous.

The bargaining unit employees and the City do hereby designate and vest with their authorized representatives the ability to execute memoranda of understanding addressing such situations or clarifying ambiguous contract language. All such memoranda of understanding shall require the approval of the City Manager. Such memoranda of understanding shall be valid only until the expiration of this Agreement. This section shall apply only in the event of consent by both parties and neither party is obligated to agree to execute a memorandum of understanding.

**Section 5. Rules and Regulations**

In the event of an express conflict between the terms of this Agreement and the City's Employee Manual or other rules and regulations, this Agreement shall prevail.

**ARTICLE 3  
REPRESENTATIVES OF PARTIES**

The City agrees that during the term of this Agreement it will deal only with the authorized representatives of the Union in matters requiring mutual consent or other official action called for by the Agreement. Authorized representatives shall be defined as elected Officers of the Union and duly elected or appointed stewards, provided that notification has been provided in writing to the Office of Human Resources within 72 hours of any change in elected Officers or appointed stewards. The Union agrees to notify the City in writing of the name of such authorized representatives as of the execution of this Agreement and replacement thereof during the term of this Agreement, or thereafter.

The Union likewise agrees that during the term of this Agreement the Union and the employees covered hereunder shall deal only with the City Manager or his representative in matters requiring mutual consent or other official action falling within the province of the City Manager.

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## **ARTICLE 4 MANAGEMENT RIGHTS**

### **Section 1. Management Rights**

Except as expressly limited by any express provision of this Agreement, the City retains the sole right to manage its operations and direct the working force, including the rights to decide the number and location of work sites, the operating and motorized equipment, the scope of service to be performed, the method of service, the schedule of work time; to contract and sub-contract existing and future work to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to maintain order and efficiency in its locations; to curtail or discontinue temporarily or permanently, in whole or in part, operations whenever in the opinion of the employer good business judgment makes such curtailment or discontinuance advisable; to hire, lay off, assign, transfer, promote and determine the qualifications of employees; to suspend, demote, discharge or take other disciplinary action against employees for just cause; to determine the starting and quitting time and the number of hours to be worked; to establish, change or modify duties, tasks, responsibilities or requirements within job descriptions in the interest of economy, efficiency, technological change or operating requirements; and to have complete authority to exercise those rights and powers incidental thereto, subject only to such regulations governing the exercise of these rights as are expressly and specifically provided in this Agreement.

### **Section 2.**

If it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, natural or manmade disaster, the provisions of this Agreement may be suspended during the time of the declared emergency, providing that wage rates and monetary fringe benefits shall not be suspended as applied herein.

### **Section 3.**

The above rights of the City are not all-inclusive but indicate the type of matters or rights, which belong to and are inherent to the employer in its capacity as management of the City of Madeira Beach. Any of the rights, powers and authority the City had prior to entering this Agreement are retained by the City, except as expressly and specifically abridged, delegated, granted or modified by this Agreement. Those inherent and common law management functions and prerogatives which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure. However, the exercise of such rights shall not preclude employees covered by this Agreement from raising grievances if decisions on the above matters are claimed to have violated the express terms and conditions set forth in this Agreement. Moreover, the above will not serve to waive the Union's right to request to negotiate the impact of managerial decisions, if a negotiable impact exists. Prior to implementation of managerial decisions regarding which a negotiable impact exists, the City agrees to provide the Union a minimum of thirty (30) calendar days' advance notice.

## **ARTICLE 5 UNION RIGHTS**

### **Section 1. Union Business**

- A. The Union Representative or his or her designee will be granted time off for collective bargaining, attendance at arbitrations under this Agreement, attendance at conferences, conventions or seminars held outside the City of Madeira Beach from the respective employee's annual leave account, or with the approval of the Union President, from the union business pool account if such time is available. All time off for the above Union business will be scheduled in advance and subject to operational requirements. Union time shall carry over from year to year. The decision whether to grant such time shall be left to the supervisor based on operational need, and is subject to grievance only up to the City Manager/designee level. Once per year, bargaining unit employees may donate a minimum of eight (8) hours of their annual leave to the Union business pool time account by executing the proper form authorized for this purpose. Union time off shall not count as hours worked for purposes of computing overtime nor shall any illnesses or injuries be covered by workers compensation.
- B. Union representatives shall be allowed reasonable time off, without loss of pay or charge to the union pool account, during their regular shift hours for investigating and handling grievances up to but not including the arbitration level. This function by the Union representative shall not interrupt the normal functioning of City work assignments. The Union agrees to guard against the use of excessive time for such activities which are authorized by this Agreement. The Union representative will provide advance notice to supervision to allow planning arrangements to enable the Union representative time off for investigative and grievance activity. When a Union representative desires to contact an employee in the unit who has a complaint he/she shall first obtain permission from his/her supervisor. If permission is denied at that particular time, the Union representative will be informed of the reason for the denial, and such denial shall be subject to the grievance procedure but only to the level of City Manager/designee. The Union representative will notify his/her supervisor upon his/her return to work. The Local President and/or his/her designee, if either or both are not employed by the City, shall have the same privileges accorded to an employee Union representative.

### **Section 2. City Initiated Committees.**

Where the City offers the Union the opportunity to serve on a City-initiated Committee to represent the interests of the Union, such service will be with no loss of pay for Committee meetings occurring during the employee's regular working hours. In such a circumstance, the Union shall be entitled to designate the employee participant serving on behalf of the Union.

### **Section 3. Dues Deduction**

- A. The City shall deduct dues twice per month in such specific amounts as certified to the City by the local President of the Communications Workers of America and will remit the aggregate deduction so authorized together with an itemized statement to the Secretary-Treasurer. Dues deductions will be remitted within 30 calendar days from the date of the deduction on a monthly basis. Changes in Union membership dues will be

similarly certified to the City in writing and shall be done at least 30 calendar days prior to the effective date of such change.

- B. For the purpose of putting this Article into effect, the local President of the Union will furnish to the City forms signed by employees that desire to authorize payroll deduction of Union dues. If dues are based upon a correlation to the employee's hourly rate, the local President of the Union shall advise the City in writing of the amount to be deducted based on the correlation. Once per year within the first month following October 1, the City will update the amount of dues to be deducted based on the correlation to hours specified by the Union in writing so as to effectuate any changes based on increases received by the employee during the prior year, and also to effectuate any dues changes. Such update will not be applied retroactive to the date the update is implemented.
- C. Authorization for dues deduction may be cancelled by the employee upon 30 calendar days written notice by hand delivery or certified U.S. mail to the City with a copy to the Union.
- D. The Union agrees to pay the City an annual fee of \$30 for the service of dues deductions, which amount shall be deducted each October prior to transmittal.
- E. The Union shall indemnify and hold harmless the City from any and all claims or demands and expenses in connection therewith based upon the City's participation in dues deduction. The Union agrees that in case of error, proper adjustment, if any, will be made by the Union with the affected employees.
- F. Nothing contained herein shall require the City to deduct from a salary or be otherwise involved in the collection of Union fines, penalties or special assessments. Moreover, in any pay period in which there is insufficient pay to cover all other duly authorized deductions, Union dues will not be deducted from an employee's pay.

#### **Section 4. Union Access and Bulletin Boards**

- A. The Union shall have access to City conference rooms and other similar building facilities, if available, for meetings of the Union in the same manner as the general public. However, the Union shall have access to available facilities, without charge, for meetings to ratify this Agreement.
- B. The Union, in conjunction with the Union representing the supervisory unit, shall be entitled reasonable use of a total of four (4) bulletin boards in work locations established by the City Manager or designee. All costs related to acquiring and installing the bulletin boards will be borne by the Union. The size of the bulletin board shall not exceed 24" x 36".

All Union bulletin boards shall be plainly designated as Union bulletin boards. Postings shall be signed by an officer of the Union. Postings may be placed either by the Union or posted by the City after delivery through the City's departmental interoffice mail system. All costs incidental to preparing and posting Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on

the designated bulletin board and for maintaining such bulletin boards in an orderly condition. The bulletin board shall be used for posting Union notices as follows:

1. Notices of Union social or recreational affairs.
2. Notices of Union elections and results of such elections.
3. Notices of Union appointments and other official Union business.

No material will be posted on the Union bulletin board, which is defamatory or obscene. Duplicate copies of all notices posted shall be submitted to the City Manager prior to posting. If the City Manager feels that the material to be posted is inappropriate he will notify the Union and the notice will not be posted. However, if the Union feels that permission to post any Union notice has been unfairly withheld, it may resort to the grievance procedure up to and including the City Manager/designee level. Any Union material not meeting the criteria of this Section may be removed by any member of management.

- D. The Union may designate at least one Union steward for each City department.
- E. A copy of the official City Commission agenda will be made available on the City's website.

**Section 5. Miscellaneous**

- A. Printing Agreement

The City agrees to make a written copy of the final Agreement available to each Department. The City also agrees to provide the Union with a final written copy and an electronic copy of the Agreement within twenty-one (21) days of final ratification and signature of all parties. Each party shall bear their own costs of printing and distributing the Agreement.

- B. Information

The Local Union President will be provided upon request, the names, and home addresses, and such other data that is readily available on the computer printout of all current employees of the City who are in the bargaining unit, with such requests subject to public records law, and to such charges as may be proper in accordance with state law.

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## **ARTICLE 6 NO STRIKES**

### **Section 1.**

The Union and all bargaining unit members agree to this no strike pledge in return for a full and fair hearing of disputes as a peaceful means of resolving differences as outlined in the Grievance Procedure and Florida Statute Chapter 447, Part II.

### **Section 2.**

There shall be no strikes, picketing, job action, work stoppage, slow downs, boycotts or concerted failure to perform assigned work during the term of this Agreement. Picketing as used herein shall mean any action, which has the intent or effect of prohibiting members from reporting to work or continuing to perform their normally assigned work. "Strike" means the concerted failure to report for duty, the concerted absence of members from their positions, the concerted stoppage of work, the concerted submission of resignations, the concerted abstinence in whole or in part of any group of members from the full and faithful performance of their duties of employment with the City, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the City, and the concerted failure to report for work after the expiration of a collective bargaining agreement and picketing in furtherance of a work stoppage.

### **Section 3.     **Union Action****

It is understood and agreed by the parties that the nature of the work performed by the bargaining unit bears directly upon the safety and welfare of the public at large and that any violation would give rise to irreparable damage. To that end, the Union agrees that neither it nor any of its agents, representatives or members shall sanction, ratify, approve, condone or participate in any of the above activities. Further, in the event of any activity prohibited by Section 2 above, the local President of the Union, upon having knowledge provided to him/her by the City Manager or the City Manager's designee of such strike, shall notify the membership that strike action is not legal and shall request the employees return to work. The local Union President, or the President's designee, shall notify the City Manager within twenty-four (24) hours after the commencement of such interruption as to the measures taken to comply with the provisions of this Article.

### **Section 4.**

Any employee to be found in violation of the above shall be subject to discipline up to and including discharge and only the question of whether or not the member instigated, ratified, sanctioned or participated in such action shall be subject to the Grievance and Arbitration Procedure to the extent provided for in this Agreement.

**ARTICLE 7  
NONDISCRIMINATION**

**Section 1. Union Membership and Activities**

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

**Section 2. Unlawful Discrimination**

Neither the City, the Union, nor an employee shall unlawfully discriminate against any employee based upon any status or characteristic protected by law. While such disputes are subject only to the enforcement mechanisms established by law and are not subject to grievance and arbitration under this Agreement, the Union may, at any time, request a consultation with the Human Resources Manager in order to address issues of concern.

**ARTICLE 8  
LABOR/MANAGEMENT COOPERATION**

The Union recognizes and supports the concept of a Labor-Management Committee to address city-wide employee concerns that are not specifically provided for by contract provisions and to improve labor-management communications. Such a committee shall be established jointly with the rank and file unit, to be composed of a total of three representatives selected by the Union to jointly represent both units and three representatives selected by the City. Resource people, visitors, and a facilitator if necessary may attend Committee meetings upon mutual agreement of the Union and the City. Rules and operating procedures of the Committee shall be established and may be changed by mutual agreement of the City and the Union. Labor-Management Committee meetings will be held during the regular working hours of the meeting attendees and will be without loss of pay or charge to the Union pool time account.

The Labor-Management Committee is not intended to bypass the grievance procedure. The Committee shall have advisory powers and may propose standard policies and procedures to be applied to the bargaining units.

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**ARTICLE 9**  
**GRIEVANCE AND ARBITRATION PROCEDURE**

**Section 1.     General.**

- A.     The purpose of this Article is to establish procedures for the fair, expeditious, and orderly adjustment of grievances and is to be used for the settlement of disputes between the Union and/or an employee, or group of employees and the City, subject to the exclusions noted elsewhere in this Agreement. To the extent available, an employee shall have the option of utilizing the grievance procedure contained in the Employee Handbook or the grievance procedure established under this Article. The employee must make an election as to the procedure to be used at the time of initial filing of the grievance. Grievances may be filed by the City, the Union, or by an aggrieved employee through the Union. In no case shall an employee use more than one procedure for the redress of a grievance. A grievance filed by, or on behalf of a probationary employee by the Union, will not be subject to the arbitration procedure. In the event the Union declines to file a grievance on behalf of an employee, due to non-membership in the Union, the employee may file and process his or her own grievance up to but not beyond Step Two of this Article, however, no adjustment will be made with the employee(s) involved which is inconsistent with the terms of any collective bargaining agreement between the parties then in effect.
  
- B.     A grievance is defined as any difference, dispute, or complaint regarding the interpretation or application of the terms of this Agreement.
  
- C.     A grievance may be submitted under this procedure by the Union for one (1) or more aggrieved employees, as a general or class grievance. A Union general grievance shall be initially submitted at Step One to the Department Director within ten (10) calendar days of the occurrence of the matter from which the grievance arose. In the processing of any grievance, the City will furnish the Union with all relevant information the Union requests and which the City would otherwise be obligated to provide in accordance with applicable existing laws. After an employee or employees have presented a grievance to the Union for settlement and the Union representative has informed the City that the Union represents that employee(s), the City will not discuss or adjust such grievance with said employee(s) unless the aggrieved employee(s) initiates a request that the City discuss and adjust such grievance with the involved employee(s), but in no event will an adjustment be made unless a Union representative is afforded an opportunity to be present at such adjustment.
  
- D.     A grievance not submitted within the time limits as prescribed for every step shall be considered untimely, and not subject to processing under this Agreement. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered settled on the basis of the last answer provided by the City. A grievance not answered within the limits prescribed for the City at each step shall entitle the Union to advance the grievance to the next step using the established time frames set forth below, as applied based upon the date on which a response was due from the City. The time limits prescribed herein may be extended by mutual written agreement of the Union and City.

- E. A grievant may accompany his/her Union representative at any time during the grievance procedure. The City will attempt to accommodate all parties in the processing of grievances.
- F. It is recognized and accepted by the Union and the City that the processing of grievances is of the utmost importance, and therefore grievances shall be processed during employees' normal working hours without loss of wages when the aggrieved employee is in an active pay status for time consumed in meeting with Management and necessarily consumed in traveling to and from such meetings. Each employee will give reasonable notice to his/her supervisor when such excusal is to begin and for what period the employee expects to be absent from duty. Accordingly, in responding to requests for such meetings, management should allow sufficient time scheduling to permit employees to comply with this "reasonable notice".
- G. Nothing in this Article shall preclude the appointment of designees to act in the place of the Department Director or City Manager.
- H. Nothing in this Article or elsewhere in this Agreement shall be construed as prohibiting the Union from processing a grievance on behalf of any employee without his/her consent.

**Section 2. Grievance Procedure.**

A. Step One

The Union shall submit a written grievance to the applicable Department Director within ten (10) calendar days of the of the occurrence of the matter from which the grievance arose or within ten (10) calendar days of the time the employee knows of or is reasonably charged with the knowledge of the incident on which the grievance is based. The written grievance at this step, and all steps hereafter, shall contain the following information:

1. A statement of the grievance, including the date of occurrence, and details, and facts upon which the grievance is based;
2. The article (and section as appropriate) of the Agreement alleged to have been violated; and
3. The action, remedy or solution requested by the employee;
4. The signature of the aggrieved employee, or the Union representative in the case of class grievances;
5. The date submitted.

The Department Director/designee shall meet with the grievant within ten (10) calendar days of receipt of the written grievance, to discuss and seek a solution to the grievance. Within ten (10) calendar days after the meeting, the Department Director/designee shall give his or her answer in writing to the Union and the grievant.

B. Step Two

If the grievance is not resolved at Step One, the Union may submit a written appeal to the City Manager within ten (10) calendar days after receipt of the Department Director/designee's written answer.

Within ten (10) calendar days after receipt of the written appeal, the City Manager/designee will meet with the Union representative and the aggrieved employee to discuss and seek a solution to the grievance. Within ten (10) calendar days after this meeting, the City Manager/designee shall give his written decision to the Union representative and the grievant.

Verbal warnings, documented verbal warnings, and written warnings are subject to the grievance procedure through Step Two, but will not be subject to arbitration.

**Section 3. Arbitration Referral.**

- A. Within 30 calendar days (90 calendar days for discipline related grievances that are subject to this Section) from the date when the Union is advised of the Step Two response, the Union International Representative will advise the City Manager in writing whether arbitration is requested. Only the Union can request arbitration under this Section. Employees shall not be entitled to arbitrate grievances unless it is initiated by the Union, but such employees may use any available alternative methods to the extent available if a proper election is made.
- B. Within ten (10) calendar days after the date of receipt of the request to arbitrate, the parties shall meet or confer by telephone to select an arbitrator. If no agreement can be reached, the party requesting arbitration shall request the Federal Mediation and Conciliation Service (FMCS), to furnish a panel of seven (7) arbitrators, all of whom shall have a Florida address for purposes of travel expenses. Within ten (10) calendar days of receipt of the panel of arbitrators the parties shall meet and alternately cross out names on the list. The time limits prescribed in this paragraph shall be extended an additional 10 days at the written request of either party. The parties will flip a coin to determine who shall cross out the first name. The remaining person shall be the arbitrator.
- C. The hearing will be informal without formal rules of evidence. However, the arbitrator will satisfy himself/herself that the evidence submitted is of a type on which a reasonable person could rely, and that hearing is in all respects fair.
- D. The arbitrator shall not have the power to add to, subtract from, modify, ignore or otherwise alter or supplement the terms of this Agreement, nor shall he or she have any authority to consider or rule upon any matter which is stated in this Agreement not to be subject to arbitration, which is not a grievance as defined by this Agreement. The arbitrator shall have the authority to interpret and apply the specific provisions of this Agreement that constitute the basis upon which the decision shall be rendered. The arbitrator shall not have authority to determine any issues not submitted to him or her. The arbitrator shall not award any monetary relief to any employee who has not filed a timely written grievance under Section 9.2(A).

- E. Subject to applicable law, the decision of the arbitrator shall be final and binding upon the Union, the aggrieved employee(s), and the City.
- F. The arbitrator's fee and expenses and any meeting room expenses incurred with the hearing shall be borne equally by the parties to the arbitration.
- G. Attendance at any arbitration procedure and the compensation of grievant, participants or witnesses shall be the responsibility of the party requesting the participants or the witnesses. Either party desiring transcripts of the arbitration hearing shall be responsible for the cost of such transcripts. Each party shall be responsible for their own attorney's fees and costs.
- H. The arbitrator shall render his/her decision as quickly as possible, but not later than thirty (30) calendar days after the hearing, or within thirty (30) calendar days after the submission of briefs if applicable.
- I. In deciding any grievance resulting in retroactive adjustment, such adjustment shall be limited to ten (10) calendar days prior to the date of the initial grievance.
- J. Upon receipt of the arbitrator's award, corrective action, if any shall be implemented as soon as possible, but in any event not later than fifteen (15) calendar days after receipt of the arbitrator's decision, or confirmation of the award if appeal is taken, whichever is later.

**Section 4. Miscellaneous**

- A. No reprisals of any kind shall be taken against any employee participating in the grievance or arbitration procedure.
- B. No record dealing with the processing of a grievance shall become a part of the personnel files of individual employees; however, ultimate records of adverse actions against employees may be included in personnel files.
- C. No employee shall be required to discuss a written grievance, if a Union representative is not present.
- D. In order to prevent the filing of a multiplicity of grievances on the same question regarding interpretation or compliance where the grievance covers a question common to a number of employees, the initial grievance shall set forth thereon the names of the persons of the group and the title and specific assignments of the people covered by the group grievance. In such event, the Union and/or one (1) employee shall be designated by the group of employees to act as the grievant.

**Section 5.**

Where any provision of this Agreement involves a dispute regarding some responsibility on the part of the Union that, in the view of the City, is not properly being carried out, the City may present the issue to the Union as a grievance. If such dispute cannot be resolved by discussion between the City and the Union on an informal basis, a written grievance may be

initiated at Step Two of this procedure by the City Manager, or his/her designee, by submitting in writing to the Local Union President within ten (10) calendar days of the last informal discussion to resolve the grievance. The written grievance will provide the following:

1. A statement of the grievance, including the date of occurrence, and details, and facts upon which the grievance is based;
2. The article (and section as appropriate) of the Agreement alleged to have been violated;
3. The action, remedy or solution requested by the City;
4. The signature of the City Manager/designee;
5. The date submitted.

Within ten (10) calendar days of submission of the written grievance, the Local President shall schedule a meeting with the City Manager/designee to discuss and seek a solution to the grievance. The Local Union President shall submit a written response to the City Manager/designee within ten (10) calendar days of the date of the meeting. The City may submit the grievance to arbitration under the provisions of this Article by written notice to the Local Union President within thirty (30) calendar days of receipt of the Union's response to the grievance.

UNION GRIEVANCE  
CITY OF MADEIRA BEACH

EXHIBIT A

Grievance No.: \_\_\_\_\_

Please attach any statements or information to support your grievance. Type or print neatly.

Employee Name: \_\_\_\_\_ Work Telephone: \_\_\_\_\_

Address: \_\_\_\_\_ Date of Employment: \_\_\_\_\_

Position: \_\_\_\_\_

Date of Occurrence of Grievance: \_\_\_\_\_

Article(s) & Section(s) of Agreement alleged to have been violated: \_\_\_\_\_

Please check appropriate box:  Step One – Department Director  
 Step Two - City Manager

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Briefly describe the facts concerning the grievance (date, time, place, persons involved, etc.)(See Article 9, Section 2(A) (Attach additional sheets if necessary.):

REQUESTED REMEDY:

EMPLOYEE/UNION:

DEPARTMENT/CITY:

\_\_\_\_\_  
Signature (*Employee filing grievance*) Time/Date

\_\_\_\_\_  
Grievance received by (Signature)

\_\_\_\_\_  
Union Rep Signature Time/Date

\_\_\_\_\_  
Time/Date of receipt

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As provided by the Communication Workers of America contract, I wish to appeal my grievance to Step Two.

\_\_\_\_\_  
Signature (*Employee filing grievance*) Time/Date

\_\_\_\_\_  
Grievance received by (*Signature*)

\_\_\_\_\_  
Union Rep Signature Time/Date

\_\_\_\_\_  
Time/Date of receipt

# EXHIBIT B

## UNION GRIEVANCE CITY OF MADEIRA BEACH

### RESPONSE

Grievance No.: \_\_\_\_\_

This form is to be used by Department Director or City Manager to respond to Step One, and Step Two Grievances.

TO: \_\_\_\_\_  
**Grievant/Union Rep**

FROM: \_\_\_\_\_  
**Department Director or  
City Manager**

Date Grievance Filed: \_\_\_\_\_ Date of Hearing: \_\_\_\_\_

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The following is in response to the above-referenced grievance. (Attach additional sheets if necessary.)

Hearing Officer's Signature: <i>(Department Director or City Manager/designee)</i>	Date:
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## **ARTICLE 10 DISCIPLINE AND DISCHARGE**

### **Section 1.**

The City shall have the right to discipline or discharge any employee for just cause. Initial probationary employees do not have arbitration rights for disciplinary action up to and including termination of employment. Promoted employees do not have arbitration rights over a decision by the City to return the newly promoted employee to his or her prior position based on failure to satisfactorily complete the applicable probationary period. Such decisions can, however, be grieved up to the City Manager/designee level (Step 2) under Article 9. The probationary periods referred to shall be six calendar months from date of hire or promotion as applicable with the option at the City's sole discretion to extend up to an additional three calendar months.

Employees may be disciplined or discharged for violation of the City or Department Rules and Regulations or any action or failure to act which in the opinion of the Department Director or his/her designee adversely affects the ability of the employee and/or fellow employees to efficiently perform their job responsibilities and/or adversely affects the efficient operation of the City Government or any department, division, or area of the City.

The City recognizes the following types of disciplinary action:

- 1) Documented verbal warning
- 2) Written reprimand
- 3) Suspension without pay
- 4) Demotion
- 5) Combination of the above
- 6) Discharge

### **Section 2.**

Written reprimands and notices of misconduct shall not be placed in the employees' personnel file before the employee has been informed of such action. The employee shall be asked to date and sign all written reprimands and notices of misconduct; and shall receive a copy of said document however; the signature does not imply agreement. The written reprimand shall contain the date of the occurrence and the reason for discipline. If the employee refuses to sign a written reprimand or notice of misconduct, this action shall be noted on the document.

### **Section 3.**

The City will furnish to the Union representative upon request copies of the forms prepared by the City covering personnel action, which are subject to disclosure under the Public Records Act.

### **Section 4.**

Only suspensions without pay or higher disciplinary actions may go to arbitration. However, a bargaining unit member shall have the right to include in his or her personnel file a written and

signed refutation (including signed witness statements) of any material the employee considers to be detrimental.

**Section 5.**

Absence from work without authorized leave for three (3) consecutive work days is considered job abandonment and will result in termination of employment.

**ARTICLE 11  
WORKWEEK AND OVERTIME**

**Section 1. Work Period**

The regularly scheduled work week of the employees in the bargaining unit will be forty (40) hours during a seven (7) day period. Paychecks will be distributed by 12 noon on the Friday following the end of the respective pay period.

**Section 2. Overtime**

All employees covered by this Agreement who are eligible for overtime shall receive 1-1/2 times the regular rate of pay for all hours worked in excess of 40 hours per week when ordered by managerial personnel to work overtime. Sick leave, and other time not worked, with the exception of annual leave, designated City holidays and floating holidays, shall not count as hours worked for overtime purposes.

**Section 3. Compensatory Time**

Employees eligible for overtime who work beyond the allowable hours within a work week will be paid at the overtime rate. The City will not grant compensatory time in lieu of overtime unless the Department Director approves it. The Department Director may approve the request consistent with work requirements provided the granting or use of this compensatory time will not result in additional overtime or otherwise unduly interfere with the efficient and cost effective operation of the Department. Unused compensatory time as of separation of employment, or as of September 30 of each year for individuals still employed with the City will be paid out to the employee.

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**ARTICLE 12**  
**WAGES & COMPENSATION**

**Section 1.     Salary**

- A.     Effective during the period October 1, 2006 to September 30, 2007, bargaining unit members who are not at their respective pay range maximum shall be provided with a pay increase equal to 4.5% of the employee's annual base rate of pay effective on the second payroll date in October 2006. Any portion of the increase that exceeds the respective pay range maximum shall be paid as a lump sum. See Appendix A for listing of pay grades assigned to represented job classifications.
  
- B.     Effective during the period October 1, 2007 to September 30, 2008, bargaining unit members who are not at their respective pay range maximum shall be provided with a pay increase equal to 4% of the employee's annual base rate of pay effective on the second payroll date in October 2007. Any portion of the increase that exceeds the respective pay range maximum shall be paid as a lump sum.
  
- C.     Effective during the period October 1, 2008 to September 30, 2009, bargaining unit members who are not at their respective pay range maximum shall be provided with a pay increase equal to 4% of the employee's annual base rate of pay effective on the second payroll date in October 2008. Any portion of the increase that exceeds the respective pay range maximum shall be paid as a lump sum.
  
- D.     Annual performance evaluations shall be conducted on each bargaining unit member in April of each year.

**Section 2.     On Call and Recall**

- A.     An employee placed in on call status will be given a pager, radio or cellular telephone in order to respond if needed. During the week in which a bargaining unit employee is assigned on call status, the employee shall be credited with six (6) hours of compensatory time for the week, to be used throughout the year or with the balance paid out in accordance with Article 11, Section 3 of this Agreement. Time spent in on call status shall not count as hours worked for purposes of computing overtime.
  
- B.     Recall: If an employee is called back to work after the employee's normal work day and returns to work, or if an employee is called back to perform needed work after the employee's regular shift ends and the employee has already left the job, or if an employee is called in to perform needed work on a weekend, holiday, or other equivalent period during which the employee would not otherwise have worked, the employee shall be credited with a minimum of two hours work time or the actual hours worked, whichever is greater. Time shall be computed from when the employee receives the call and end when he/she reports off-duty.
  
- C.     Time beyond an employee's regular work schedule when assigned and scheduled in advance, either as a continuation of a present shift assignment or the requirement to work on an employee's regular non-workday(s) shall not constitute a recall under this

Section. All time worked shall be credited toward hours worked for regular and overtime pay purposes.

- D. Employees shall not be assigned to on call status if excused in advance by managerial personnel.

**Section 3. Promotion/Demotion/Transfer**

- A. Pay plan adjustments for promotions, demotions or transfers will be made according to the new classification.
- B. Promotion to a position with a higher minimum and maximum pay rate will result in either a 5% increase or movement to the minimum of the new grade, whichever is greater.
- C. Demotion to a position with a lower minimum and maximum pay rate will result in either a 5% decrease or movement to the maximum of the new grade, whichever is greater.
- D. Lateral transfer to a position with the same minimum and maximum pay rate will not change the employee's pay rate.

**Section 4. Mileage**

All employees who drive their own vehicle for City business will be paid in accordance with City policy for mileage reimbursement at the rate established by the City for City employees generally.

**Section 5. Commercial Driver's License**

- A. Any Sanitation Worker I who holds a CDL B or A license will receive an additional seventy-five cents (.75) per hour and shall be required to fill-in when requested due to the absence of regularly assigned drivers.
- B. Employees in driving positions requiring a CDL who fail to comply with requirements shall have forty five (45) days in which to comply with the City's CDL requirements or to obtain a transfer, demotion or promotion to a position not requiring CDL licensure. Such job change must be accomplished within the normal processes for transfer, demotion or promotion. Failure to obtain the appropriate license or, alternately, a transfer, demotion or promotion to a position not requiring the CDL shall result in the layoff of the employee.
- C. The City will reimburse employees for the cost of any CDL and endorsements required by the City, provided the employee has submitted evidence of possession of the CDL.
- D. Any employee with a CDL and who uses the CDL for assigned work purposes shall be subject to the same terms and conditions required by DOT and the City for CDL personnel.

**Section 6. Recordkeeping**

In the event the City implements alternate recordkeeping methods for the purposes of accurately recording time worked by bargaining unit employees, the Union will be provided with at least seven calendar days' notice in advance of implementation.

**Section 7. Deferred Compensation**

Bargaining unit members will be allowed to participate in any City-offered deferred compensation program pursuant to the City rules and plan terms regarding bargaining unit member participation.

**ARTICLE 13  
HOLIDAYS AND LEAVES**

**Section 1. Holidays**

A. Designated Holidays

The following days shall be observed as designated holidays for this bargaining unit:

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Veterans' Day
Memorial Day	Thanksgiving Day
Independence Day	Day after Thanksgiving
Two Floating Holidays	Christmas Day*

\*The day after Christmas will be designated as a holiday if Christmas falls on a Thursday. The day before Christmas will be designated as a holiday if Christmas falls on Tuesday.

1. When a City designated holiday falls on Saturday, the preceding Friday shall be observed as the official holiday for the year. When a City designated holiday falls on Sunday, the following Monday shall be observed as the official holiday for that year. All designated holiday pay considerations are applicable to the designated holiday.
2. Designated holidays which fall on an employee's regularly scheduled work day shall count as hours actually worked for the purposes of calculating overtime.
3. Employees who are required to work on a designated holiday will be given the option to receive their regular straight time pay for all hours actually worked on the holiday, plus holiday pay at the employees' regular straight time rate of pay (with such holiday pay also counting as hours worked) or the option to take another day off with pay within thirty (30) calendar days of the holiday. The day off option must be discussed with and agreed upon with the employee's supervisor before the actual holiday.
4. An employee scheduled to work a designated holiday and who, without notice and valid reason therefore, in the judgment of the City, fails to report for such work or to work all scheduled hours on the holiday (or to complete all tasks for

employees working on a task basis), shall forfeit holiday pay as well as losing regular pay for the number of hours he/she would have worked.

5. Employees on vacation leave, jury duty, and other absences from duty, but on a regular pay status on the day the designated holiday is observed, must use the holiday on the same day that it is earned.
6. An employee must work or be in a paid status on his/her regularly scheduled work day immediately preceding and on his/her regularly scheduled work day immediately following a holiday to be entitled to any compensation for the holiday. Employees who are absent from work on sick leave or in a non-pay status (such as an employee receiving Workers' Compensation who has exhausted sick leave, leaves of absence without pay, or other similar situations) on either their regularly scheduled work day immediately preceding or immediately following the designated holiday, shall not be paid for holidays falling within such periods. Employees qualifying for sick leave and who have available sick leave in such circumstances may use eight (8) hours of sick leave for a holiday.

#### B. Floating Holidays

In addition to the designated holidays above, employees shall be entitled to up to two floating holidays per calendar year. Floating holidays may be utilized in full-day increments only. Floating holidays shall count as hours worked for the purpose of calculating overtime.

1. Designated holidays or any day an employee is not scheduled to work may *not* be selected as a floating holiday.
2. Floating holiday requirements for new hires are as follows:
  - a) No employee may utilize floating holidays during their annual probationary period
  - b) Any bargaining unit member employed between January 2 and May 31 shall receive two floating holidays to be utilized during the calendar year of hire after successful completion of probation.
  - c) Any bargaining unit member employed on or after June 1 shall not receive any floating holidays during the calendar year of hire.
3. Floating holidays may not be carried over from one calendar year to another and, if not taken, are forfeited. An employee may not request any carry over of floating holiday time.
4. Floating holidays are scheduled at the mutual convenience of the employee and the respective Department. Generally, 48 hours shall be considered reasonable notice for requesting the use of floating holidays. However, the respective Department Head shall have the sole discretion to approve such requests if practicable when provided with less than 48 hours notice.

**Section 2. Annual Leave**

A. It is the intent of the City to grant each employee an annual paid vacation leave, except during the initial six (6) months of employment or re-employment. Scheduling of annual leave is at the discretion of the City; however the City intends to make a reasonable effort to comply with the desires of employees consistent with the requirements of its operations in scheduling vacation requests. Annual leave must be approved in writing by the City at least two (2) weeks before being taken, provided however, under unusual circumstances a twenty-four (24) hour notice may be approved at the discretion of the City. Normally, annual leave will be used consecutively. Annual leave, if approved by the City, may be in increments of one (1) hour or more.

B. Full-time employees shall accrue annual leave at their straight time rate during active pay status on the following basis:

<u>Years of Service</u>	<u>Hours Accrued Annually</u>
Less than 5 years . . . . .	80 hours (6.67 hrs/month)
5 years or more, but less than 10 . . . . .	120 hours (10 hrs/month)
10 years or more, but less than 20 . . . . .	160 hours (13.33 hrs/month)
20 or more years . . . . .	20 days + one day for each yr of service over 20 years of service. Maximum of 25 days.

C. Annual leave will not be accrued while an employee is on leave of absence without pay or any other non-pay status.

D. Annual leave will be counted as time worked for the calculation of overtime.

E. Employees who are hospitalized while on vacation may use sick leave for such period of illness, providing a physician's certificate documenting the illness/injury and the date of commencement is presented to the City upon the employee's return to work.

F. Maximum Annual Leave Accrual and Cash Out Provision

1. Annual leave may be accumulated to a maximum of two times the applicable annual accrual amount, measured as of September 30 of a given year. Accruals in excess of the maximum accrual as of December 31 are forfeited.
2. Bargaining unit employees who have been employed by the City for a period of six (6) or more continuous months shall receive payment of unused annual leave accrued to the date of separation (prorated as necessary) upon termination of City employment up to the maximum accrual. In the event of the death of an employee who would otherwise have been entitled to a payout if the employee

had separated employment, the employee's beneficiary or estate, in the absence of a designated beneficiary, shall be paid for accrued annual leave.

**Section 3. Sick Leave**

- A. All employees covered by this Agreement shall accrue 96 hours per year (8 hours per month), provided however that no employee shall be eligible to use sick leave until after six (6) months of service.
- B. Sick leave shall be granted upon approval of the City for the following reasons:
  - 1. Employee's illness or injury.
  - 2. Quarantine due to exposure to contagious disease.
  - 3. By FMLA eligible employees for FMLA qualifying reasons.
  - 4. Medical, dental or optical treatment which is necessary during working hours.
  - 5. Employee's illness or injury while on vacation to the extent provided above.
  - 6. Due to illness of a member of the employee's immediate family (as defined by the Family/Medical Leave Act) which requires the employee's care and attention.
- C. Sick leave shall be charged by the actual time used to the nearest quarter of an hour interval.
- D. Sick leave will not be counted as time worked for the calculation of overtime.
- E. Notification Procedure

An employee unable to work for any reason for which sick leave may be available shall notify the Department Head within one hour of the employee's scheduled reporting time. The procedure shall be followed for each day the employee is unable to work, unless prior approval by management has been given. An employee must notify his/her Department Head of illness or any other reason for which sick leave may be granted before departing at any other time of day. Failure to comply with the above mentioned procedures may result in a loss of pay for sick leave, and discipline as appropriate.

F. Proof of Illness

The Department Head may request a doctor's certificate of proof of illness after the third consecutive day of illness or at any time where otherwise necessary to verify the employee's condition and/or fitness for duty.

G. Sick Leave Abuse

An employee who frequently uses excessive leave for reported illnesses or injuries, or is otherwise frequently absent from work for medical reasons may be required to furnish a doctor's notes prior to being authorized sick leave. An employee failing to comply with this requirement

will not be granted sick leave. Excessive absences are defined as three unexcused absences in a three month period, or some other pattern of use suggesting abuse. Chronic use or abuse of sick leave or tardiness shall constitute grounds for discipline.

H. Payment for Unused Sick Leave

Upon separation from City employment and if the employee has more than six months of service at the time of separation, employees will be paid 25% of accrued sick leave provided that separation is voluntary and under "good terms." Upon "Good Terms" is defined as having given two weeks notice and not resigning in lieu of any disciplinary action.

I. An employee making a department transfer will retain any unused sick leave.

J. Sick leave shall not be paid during the last two weeks of employment unless a physician certificated is submitted.

K. When sick leave and annual leave have been exhausted, any additional leave will be without pay, and must be approved by the City Manager.

**Section 4. Bereavement Leave**

A. Approved leave in the event of the death of a member of an employee's immediate family (as defined in B. below) will be granted as provided below:

1. Up to twenty-four (24) hours with pay if the funeral is in state and up to forty (40) hours with pay if the funeral is out of state for death in immediate family.
2. Eight hours bereavement shall be granted for the passing of an aunt, uncle, niece, nephew, or cousin.
3. The minimum leave under this section shall be eight (8) hours. Computation of leave shall be based on consecutive workdays.
4. In circumstances under question, an employee may be required to provide proof satisfactory to his/her Department Head of the death and that the employee attended the funeral or memorial service.
5. Up to one (1) day may be taken prior to and including the date of the funeral or immediately following, but all time taken for bereavement leave must be taken within the seven (7) consecutive calendar days surrounding the date of the funeral.
6. Bereavement will be granted except in such cases as City Manager determines that such leave is not possible because of operational requirements.

B. Employee's Immediate Family.

For the purpose of this Article, the employee's immediate family shall be defined as spouse, children, parent, brother, sister, in-laws (father, mother, brother, sister, son or daughter), stepparent, stepchild, step brother, sister, grandmother, grandfather, grandchild, and persons cohabitating in the same household:

C. Charging

Bereavement leave shall not be charged to annual or to sick leave, except as specifically provided in D, below.

D. Additional Time

Should an employee require time in addition to that provided in paragraph A. of this section, the employee may request additional time from the Department Head. Upon approval by the Department Head, any additional time used shall be charged to annual leave, provided the employee has accrued sufficient time, otherwise the employee shall be considered in a leave without pay status.

**Section 5. Military Leave**

- A. Military leave shall be as provided by law.
- B. The employee shall be required to submit an order or statement from the appropriate military commander as evidence of such duty unless excused by law. Such order or statement must accompany the formal request for military leave.

**Section 6. Leave with Pay**

- A. Leave with pay shall be authorized by the City Manager in order that employees may serve required jury duty or for such other purposes as specified below.
- B. An employee called for jury duty shall be paid, for the period during which such employee is called for jury duty, the difference between the employee's daily or hourly pay from the City and the amount of daily jury duty pay the employee received while on jury duty for all days or periods for which such employee was scheduled to work for the City. Such leave with pay shall commence on the first day such employee is called for jury duty. The employee shall be responsible for providing proof of jury service for each day served and verification of the amounts received before pay is authorized. Employees must work any part of their regular schedule when not required to serve unless excused by the Department Director. For any other court related appearances, the employee may use accrued annual leave.
- C. Administrative leave with pay will be authorized by the employer when an employee is required by the City to appear in court or at a deposition or other proceeding on behalf of the City for matters relating to and arising out of the course and scope of the employee's position with the City.
- D. Administrative leave with pay may be authorized by the City Manager for attendance at official or educational meetings, while an employee is under investigation, or when otherwise deemed to be in the best interest of the City.
- E. Employees will continue to accrue annual and sick leave while in a leave with pay status, subject to the limitations set forth in this Agreement.

- F. There shall be no exceptions to the above without prior written approval of the City Manager.

**Section 7. Leave Without Pay**

- A. A leave of absence without pay may be directed by the City Manager on an involuntary basis pending investigation or when otherwise deemed to be in the City's best interests. The City Manager will also upon request grant a leave without pay to a bargaining unit employee for FMLA qualifying reasons where required by law.
- B. Employees will not accrue Annual or Sick Leave while in a leave without pay status. Employees are responsible for paying the full costs of insurance coverage during a leave of absence without pay.
- C. A leave of absence without pay in excess of thirty (30) consecutive calendar days or longer will result in a corresponding adjustment of the employee's anniversary date of employment and time in position.

**ARTICLE 14  
INSURANCE AND PENSION**

**Section 1. Group Insurance Plan**

- A. Health Insurance. The City shall provide health insurance for employees including dependent coverage at the option of the employee with eligibility and coverage based upon the applicable plan terms. In the event more than one (1) plan is offered, the City shall pay no less than 100% of the individual premium cost for the lowest plan offered. To be eligible for employee insurance, an employee must be classified regular full-time. Due to the rising cost of health insurance, the City specifically retains the right during the term of this Agreement to develop plan changes or to change carriers. However, the City's Human Resource Manager will contact the Local President each year prior to renewal and afford an opportunity, upon request, for the Local President to consult with the Human Resource Manager regarding the selection of insurance for the upcoming year. If the President takes advantage of this opportunity and then does not concur in the recommendation of the Human Resource Manager to the City Manager regarding the City's health insurance or changes thereto, the Local President shall, upon request, be afforded the opportunity to meet with the City Manager before a final decision is made. The City Manager's decision shall be final.
- B. Dependent Coverage. The employee shall have the choice of plans offered by the City and shall be responsible for the entire premium cost for dependent coverage.
  - D. Life Insurance. The City will provide life insurance coverage for employees in the amount equal to their annual base salary but no less than fifteen thousand dollars (\$15,000.00).

**Section 2. Pension Plan**

- A. The City is currently a member of the Florida Retirement System for all bargaining unit employees hired prior to January 1, 1996. All retirement benefits will be governed by the Florida Statutes, including any changes thereto.
- B. All full-time employees hired after January 1, 1996 are not members of the Florida Retirement System. The City will provide a 401(a) Retirement Plan to all employees hired or rehired after January 1, 1996.

**ARTICLE 15  
DRUG FREE WORKPLACE**

**Drug Free Workplace and Substance Abuse Prevention Program**

**Section 1.**

The Communications Workers of America and the City of Madeira Beach believe in the safety and health of the City's employees and the public. In keeping with that belief, it is acknowledged that the parties intend for the City's Drug Free Workplace Program to be maintained, and updated as necessary to be in accordance with the guidelines set forth by Florida Statutes (FS) 440.102, and Florida Administrative Code 59-A, or any successors thereto. Employees holding a Commercial Drivers License (CDL) as part of their employment with the City are subject to the City's policies and applicable state and federal guidelines, including DOT physical exams and random drug testing. The City agrees to provide the Union with advance notice (at least thirty (30) calendar days before implementation) of any update to the City's Drug Free Workplace or CDL programs. Upon prompt request of the Union within ten (10) calendar days of receiving notice, the City also agrees to meet with the Union during the advance notice period in order to discuss any questions or concerns of the Union regarding the update. Changes beyond that required to conform to the legal guidelines above shall be subject to collective bargaining.

**Section 2.**

An employee shall have the right to have a Union representative present at any meeting with management involving his/her suspected violation of this section provided that no undue delay in participating in the screening process occurs as a result.

**ARTICLE 16  
HEALTH & SAFETY**

**Section 1. Fitness for Duty**

Employees covered by this Agreement may be subject to mandatory examination when the City has a reasonable basis for questioning the physical or mental ability of an employee to perform his or her job duties or fitness for duty if such examination is approved by the City Manager.

The City shall determine the extent of the examination, the physician, and bear the cost. Any follow-up medical work will occur through the employees' health plan or at the employees' expense. Failure to submit to any required examination or drug testing may result in disciplinary action up to and including discharge.

**Section 2. Safety Committee**

The City will maintain a Safety Committee during the life of this Agreement. The Union may place one (1) representative of the Union on the Safety Committee. This committee will meet as needed and may make written recommendations to the City regarding unsafe conditions or ideas for City safety.

**Section 3. Safety Equipment and Facilities**

- A. The City will provide all safety equipment and devices for employees engaged in work where such special devices and equipment are necessary and are specifically required by the City or by law. Employees not utilizing safety equipment that is specifically required by, and furnished or paid for by the City, may be subject to denial of work and/or disciplinary action.
- B. The City shall continue to maintain a cleanup room with sanitary showers for the use of all employees whose exposure to unsanitary conditions presents a threat of disease, in those areas where it is currently providing such facilities. Upon notification from the Union that new locations should have cleanup rooms with sanitary showers for use by employees, the City shall initiate an immediate review of the need and make provisions for additional facilities where deemed necessary.

**Section 4. Physical Exams – Post Offer**

The Employer will pay for any required post offer of employment physical examination and drug testing. Any follow-up medical work or examination beyond the initial screening/examination will occur through the employees' health plan or at the employees' expense.

**ARTICLE 17  
UNIFORM & PERSONAL PROPERTY**

**Section 1. Uniforms**

For employees covered by this Agreement who are required by the City to wear uniforms, the City will provide an initial uniform issuance per position and maintain that level in accordance with Appendix B. Issuance to new employees may be done in accordance with the seasons. The City agrees to also consider special uniform requests where justified by the employee to the City's satisfaction. Replacement of worn uniforms will be provided upon the return of the damaged uniform. Upon separation, the employee is required to return to the City all issued uniform items which bear the City logo or seal. In the event the City decides to pursue uniform rental, this Section will be re-opened.

## **Section 2. Damaged Personal Property**

Employee prescription eyeglasses, contact lenses, hearing aids, watches and clothing lost, damaged or destroyed in the line of duty, except through employee negligence, carelessness, or intentional act of the employee shall be replaced or repaired at the City's option and expense subject to the following restrictions. The City shall not be responsible for the replacement or repair of any other personal property, lost, damaged, or destroyed in the line of duty.

- A. The maximum reimbursement for the repair or replacement of the precise item with one of equal quality shall not exceed the original cost of the item or one hundred dollars (\$100.00), whichever is less.
- B. Requests for reimbursement for the lost or damaged personal property shall be made in writing to the employee's immediate supervisor during the work shift in which the article of personal property was damaged or lost.
- C. Except when lost, the item for which reimbursement is sought must be turned in along with the written request for reimbursement.
- D. Reimbursement for lost or damaged personal property must be approved by the City.

## **ARTICLE 18 SENIORITY-LAYOFF-RECALL**

### **Section 1.**

City seniority is understood to mean a member's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave except for leave of absence without pay for thirty (30) calendar days or more, which shall cause this date to be adjusted for an equivalent amount of time. Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the City seniority date to be adjusted.

### **Section 2.**

City seniority/anniversary date shall be used for purposes of computing vacations, pensions, service awards and other benefits based on length of service.

### **Section 3.**

Members shall lose their seniority as a result of the following:

- A. Voluntary termination
- B. Retirement
- C. Termination for just cause
- D. Failure to return from military leave within the time limits prescribed by law.

**Section 4.   Layoff**

When it becomes necessary to reduce the number of employees in a Department because of lack of funds, shortage of work, the abolition of a position because of changes in organization or other causes, members in that class or department, as applicable, shall be laid off on the basis of the following:

Members in the affected class and Department will be laid off in the inverse order of their length of time in City seniority except when the Department Head believes that a certain employee is essential to the efficient operation of the Department because of special skills or abilities, and wishes to retain this individual in preference to a person with greater length of service in seniority. The Department Head must submit a written request to the City Manager for permission to do so. This request must set forth in detail the specific skills and abilities possessed by the individual and the reasons why such an individual is essential to the effective operation of the Department. If the City Manager approves the request, the individual may be retained.

**Section 5.   Recall**

Members in layoff status will retain recall rights and shall have preference to work over applicants on eligibility lists as long as they are qualified to perform the work available at time of recall, and no intervening circumstance renders recall inappropriate. Recall will be made by certified mail to the last address in the member's records. Within fifteen (15) workdays of the certified receipt date, laid-off members must signify their intention of returning to work to the Human Resource Office.

**Section 6.**

Recall will be offered to laid-off members provided they are qualified to perform the duties of the job. A laid-off member, when offered recall, who is temporarily unable to accept due to medical reasons may request an extension of time in which to accept or decline recall not to exceed thirty (30) days.

**Section 7.**

The City shall prepare a seniority list and furnish same to the Union representative. Such list shall be considered correct unless objection is raised within ten (10) days of posting.

**ARTICLE 19  
MISCELLANEOUS GENERAL PROVISIONS**

**Section 1.   Workers' Compensation**

- A. Injury or compensable illness shall be determined to have been incurred while on duty if such injury is a compensable injury under Florida's Workers' Compensation Law. An employee unable to work as a result of a job related illness or injury may use sick leave and annual leave, if available, to supplement his or her base pay up to 100%.

- B. Sick and vacation accrual shall continue when an employee is absent due to a compensable on-the-job injury or compensable illness and is in a full pay status through use of leave or supplementation of workers compensation payments to 100% of base pay.

**Section 2. Light Duty**

Many slight injuries and sickness may prohibit the performance of regularly assigned duties; however, there may be other duties within the City that such employees may be able to perform without aggravating such injury or sickness. Providing the physician states that light duty work is acceptable, the employee may be given a light-duty assignment provided light duty work is available, it being understood that the City has no obligation to create light duty. The City may, at its option, seek a second opinion from a physician of its choice regarding an employee's ability to work light duty or to perform his/her regular job. The Department may assign such duties as the health and condition of the employee permit based on the employee's documented medical restrictions. Any employee who is required to be on light duty due to on the job related injuries or illness and for whom light duty is made available shall be compensated at his or her normal hourly rate and for the actual hours worked. No sick leave will be charged for those hours worked in a light-duty assignment.

**Section 3. Indemnification**

To the extent allowed by applicable law, the City shall have the option to provide a defense in all suits against employees covered by this Agreement and protect said employees from any liability acting within the scope and authority of their employment.

**Section 4. Outside Employment**

- A. Employees will not engage in outside employment which may in any way hinder the proper performance of their public employment duties or impair the efficiency of the City Department as determined by the City, it being understood that the City's employment is deemed primary.
- B. No employee shall engage in outside employment with, render services for, any person or business transacting business with any agency or department of the City without approval of the Department Director.
- C. The request for outside employment is subject to the written approval of the Department Director and the City Manager.
- D. The employee shall not work at a different place of employment or in a different capacity than what was set forth in the employee's request.
- E. Employees may not work at outside employment while on an unpaid leave of absence from the City, except as authorized in writing by the City Manager.

**Section 5. Refutation of Detrimental Material**

On reasonable advance notice, employees shall be allowed to review their personnel files. The City agrees that an employee shall have the right to include in his/her official personnel record a written and signed refutation (including signed witness statements) of any material the employee considers detrimental.

**Section 6. Tuition Reimbursement**

Section 606 Tuition Reimbursement of the City Employee Manual is attached hereto and incorporated herein and part of Appendix, and shall be maintained for the life of this Agreement unless otherwise mutually agreed upon by the City and the Union.

**Section 7. Job Descriptions**

The City will maintain job descriptions for those job classifications covered by this Agreement, and reserves the right to modify or update those job descriptions. However, the City will provide the Union with written notice of any proposed changes in these job descriptions not less than 30 days before implementation, and the Union will have an opportunity, upon request, to consult with the City on the proposed changes before implementation. This right to consult will not act as a waiver of the Union's right to negotiate the impact, if any, upon proper request. It is further understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described, and employees, at the discretion of the City, may temporarily be required to perform duties not within their job descriptions.

**ARTICLE 20  
SAVINGS CLAUSE**

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

**ARTICLE 21  
DURATION, MODIFICATION AND TERMINATION**

This Agreement shall be effective as of the 1<sup>st</sup> day of October, 2006 and shall continue in full force and effect until September 30, 2009. At least 120 days prior to the termination of this Agreement, either party hereto shall notify the other, in writing, of its intention to modify, amend or terminate this Agreement except if mutually agreed to otherwise. Failure to notify the other party of its intention to modify, amend or terminate, as herein above set forth, will automatically extend the provisions and terms of this Agreement for a period of one year, and each year thereafter absent notification.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

**CITY OF MADEIRA BEACH**

\_\_\_\_\_  
Denise Schlegel, City Clerk

\_\_\_\_\_  
Jill Silverboard, City Manager

Approved as to form and correctness:

Countersigned:

\_\_\_\_\_  
Charles H. Parker, Mayor-Commissioner

WITNESSES:

**COMMUNICATIONS WORKERS  
OF AMERICA**

\_\_\_\_\_  
Judy Robertson, CWA Staff Representative

\_\_\_\_\_  
Stephen C. Sarnoff, President, Local 3179

\_\_\_\_\_  
Steve Burdick, Unit Representative,  
Local 3179

## APPENDIX A

Grade	Position	Minimum	Maximum
2	Building Maintenance Grounds Maintenance Parking Enforcement I Sanitation Worker I	\$19,196 (\$9.2288)	\$28,794 (\$13.8432)
3	Marina Assistant Public Works Tech I	\$21,115 (\$10.1514)	\$31,673 (\$15.2274)
4	Sanitation Driver II	\$23,227 (\$11.1668)	\$34,840 (\$16.7500)
5	Public Works Tech II Recreation Coordinator	\$25,550 (\$12.2836)	\$38,325 (\$18.4254)
6	Administrative Assistant	\$28,105 (\$13.5120)	\$42,158 (\$20.2682)
7	Deputy City Clerk Code Enforcement Officer Mechanic	\$30,916 (\$14.5173)	\$46,373 (\$22.2947)
8	Fire Inspector	\$34,007 (\$16.3495)	\$51,011 (\$24.5190)

## **APPENDIX B UNIFORM ISSUANCE**

### **ADMINISTRATIVE ASSISTANTS**

Administrative Assistants for Community Development, Community Services, and Finance shall receive two (2) City shirts per fiscal year.

### **CITY CLERK**

The Deputy City Clerk shall receive two (2) City shirts per fiscal year.

### **COMMUNITY DEVELOPMENT**

Marina, Parking Services, and Code Enforcement personnel shall receive five (5) uniform shirts, five (5) uniform pants, one (1) set of raingear, two (2) sets of winter wear and, if applicable, one (1) pair of steel toe shoes.

### **COMMUNITY SERVICES**

Parks and Streets personnel shall receive seven (7) shirts, five (5) pairs of uniform pants, one (1) set of raingear, two (2) sets of winter wear, and one (1) pair of steel toe shoes.

The Mechanic, Sanitation, Sewer and Stormwater personnel shall receive ten (10) shirts, five (5) pairs of uniform pants, one (1) set of raingear, two (2) sets of winter wear, and one (1) pair of steel toe shoes.

### **FIRE**

The Fire Inspector shall receive five (5) uniform shirts, five (5) uniform pants, one (1) set of winter wear, and if applicable, one (1) pair of steel toe shoes.

### **RECREATION**

Recreation Coordinators shall receive five (5) uniform shirts. Recreation Grounds Maintenance shall receive the same issuance as other Park employees.

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Pants: At the employee's discretion, 'pants' may be either shorts or long pants.  
Outer wear: At the employee's discretion, 'outer wear' may be a jacket or sweats.

**Limitations:** Uniform items shall be maintained by the employee. Clothing lost, damaged or destroyed in the line of duty or needing replacement due to normal wear and tear, except through employee negligence, carelessness, or intentional act of the employee shall be replaced or repaired at the City's option and expense up to the issues allocation specified above.