

SWEETWATER

Wednesday, November 3, 2021 at 11:12:26 Eastern Daylight Time

**Subject:** SWEETWATER CURRENT CBA THRU SEPT. 30. 2023  
**Date:** Tuesday, May 4, 2021 at 1:51:08 PM Eastern Daylight Time  
**From:** Tonya King  
**To:** WPeralta@iupat. org, jruhling@iupat.org  
**Attachments:** SKM\_C45821050412520.pdf

RE: City of Sweetwater newly negotiated final agreement with District Council 78 .

See attached.

Hardcopy to follow Via- US Mail.

EFFECTIVE

OCTOBER 2021

THRU

OCTOBER 2023

## **PREAMBLE**

**THIS AGREEMENT** is entered into by the City of Sweetwater, hereinafter called the City, pursuant to the mandate of Chapter 447, Florida Statutes, and the IUPAT Local Union 1010, of the International Union of Painters and Allied Trades, AFL-CIO, hereinafter referred to as the "Union" or as IUPAT, an organization having been certified as bargaining representative for a wall to wall unit of general employees, including all regular, full-time and part-time employees of the City of Sweetwater excluding Management Level 1, 2 and 3; and all managerial, confidential and professional employees, supervisory employees with a conflict of interest, all sworn employees of the Police Department, pursuant to the Order by Public Employees Relations Commission in case #88-RC-037.

Res # 4717

## **ARTICLE 1: NON-DISCRIMINATION**

1.1 The City agrees that it will not discriminate against any employee with respect to wages, hours, or conditions of employment by reason of the employee's Union membership or his/her participation in lawful Union activities.

## **ARTICLE 2: MANAGEMENT RIGHTS**

2.1 The parties agree that the City has complete authority for the policies and administration of its various departments which it shall exercise under the provisions of the law and in fulfilling its responsibilities under this agreement. Said authority shall include the establishment of work rules and regulations not inconsistent with the terms of this agreement, and the transfer of employees within and between departments as deemed by the Administration necessary and in the best interest of the City. Any matter involving the management of government operations vested by law in the City and not specifically referred to or covered by this agreement is the province of the City. The City hereby retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred on it or invested in it by the law and constitution of the State of Florida and/or the United States of America.

2.2 There are no provisions in this agreement that shall be deemed to limit or curtail the City in any way in the exercise of its rights, power and authority which the City had prior to the effective date of this contract unless and only to the extent that the provisions of this agreement specifically curtail or limit

such rights, power and authority. The exercise of any such rights, power and authority by the City shall include but not be limited to the adoption of such rules, regulations and policies as the City may deem necessary. Any such rules, regulations or policies that are adopted by the City shall apply to employees within the bargaining unit represented by the IUPAT and shall be limited only by the specific and expressed terms of this agreement.

### **ARTICLE 3: REPRESENTATIVES OF PARTIES**

3.1 The parties agree that during the term of this agreement they will deal with each other only through their authorized representatives.

3.1(i) The union agrees that its members will deal with the City only through the Mayor and his designees. Individual members of the bargaining unit will not appear before the City Commission to make requests for benefits or to discuss grievances or problems under this agreement but will deal with the Mayor and such other administrators as he may designate.

3.1(ii) It is understood that the authorized union representative may appear before the City Commission on behalf of the members of the bargaining unit at any meeting at which the Commission is considering matters affecting the union membership, not covered by this agreement, including the budget or amendments to same.

3.1(iii) The City agrees that during the term of this agreement it will deal only with the authorized representatives of the union in matters concerning members of the bargaining unit in matters

requiring mutual consent or other official action of the parties contemplated in this agreement.

3.1(iv) The Union will notify the city of the name of such authorized representatives as of the execution of this agreement and their replacement during the term of this agreement.

3.2 Nothing contained in this article is intended to prohibit or prevent employees who are members of the bargaining unit from communicating with the Mayor regarding problems with their employment without the presence of a union representative. However, the Mayor will take no unilateral action regarding matters under this agreement requiring the mutual consent of the parties.

3.3 It is understood by the parties that nothing contained in this article is considered to be a substitute for the grievance procedure or the labor management committee that have been established under this agreement. It is understood, however, that communication between the union representatives and the Mayor or his designee is encouraged in order to avoid using the grievance procedure.

**ARTICLE 4: UNION LICENSED BUSINESS REPRESENTATIVE OR  
STEWARD**

4.1 A Union licensed Business representative and union steward to work within the City shall be designated by the business manager of the union.

4.2 Such union steward shall be granted time off without loss of pay to attend City meetings with management which are called to discuss problems which may arise in the administration of this agreement.

4.3 The Union licensed Business representative and Union steward will be notified as soon as is practical of any action(s) regarding a member of the bargaining unit and the administration of this agreement.

4.4 The Union licensed Business representative shall be presented in writing with all proposed changes to safety regulations and negotiable issues thirty (30) days prior to effective date.

4.5 The Union steward shall have seniority pertaining to layoffs and recall.

4.6 The union representative or steward shall be granted time off without loss of pay to attend negotiation sessions to renegotiate this agreement or



for negotiations concerning the re-opener clause, and/or educational District Council meetings.

## **ARTICLE 5: LABOR MANAGEMENT COMMITTEE**

5.1 The parties agree that there shall be a Labor Management Committee comprised of three (3) representatives for the City, appointed by the Mayor and a total of three (3) representatives which shall be designated by the Union.

5.2 Meetings of the Labor Management Committee shall be held not more than semi-annually (at least six months between meetings), and may be scheduled following a request to meet by either party. The party requesting such a specially called meeting shall make the request via email to directly to the designated representative of the other party and shall simultaneously provide an agenda specifying those issues to be presented for discussion; the receiving party shall have the option of also presenting an agenda of items for discussion. The time and place shall be mutually determined by the parties but shall be no sooner than fifteen (15) days no later than thirty (30) days from the date the request was made, unless agreed upon by both parties.

5.3 The scope of authority of the Labor Management Committee shall be limited solely to discussing general matters pertaining to employee

relations. It is agreed and understood that the Committee shall not engage in collective bargaining or the resolution of grievances. The sole purpose of this Committee is to improve communications between labor and management and it is understood that this paragraph and any discussions undertaken pursuant to it are not subject to the grievance procedure set forth in this contract.

5.4 It is understood if a member of the Committee is scheduled to work at the time of a meeting of the Committee, he or she shall be permitted to attend the meeting during his working hours. If he is not working at the time of the meeting, he shall attend on his own time and not receive any additional compensation for such attendance.

## **ARTICLE 6: DUES DEDUCTION**

6.1 This Article shall apply only to regular dues of the union.

6.2 Any member of the bargaining unit, who has submitted a properly executed written dues authorization card to the Mayor or his designee, may have his membership dues in the Union deducted from his wages. Dues shall be deducted once each pay period and shall, at the end of each month, be transmitted to the Union accompanied by a list of those employees' names whose dues are included. However, the City shall have no responsibility or any liability for the improper deduction of any dues. It shall be the responsibility of the Union to notify the Mayor, or his designee, of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Any employee may, upon thirty (30) days written notice to the City and the Union, have the City cease deducting dues from his wages after receiving written notification from the Union to do so.

## **ARTICLE 7: BULLETIN BOARD**

7.1 The City agrees to provide space for the Union to place non-controversial notices in regard to meetings, social gatherings and all other matters pertaining to legitimate Union business on bulletin boards in the City Hall employees' lounge, the Maintenance Department and the Parks and Recreation Department, providing that this space is not used to post political material.

7.2 When technically feasible, the City shall place a digital copy of this Agreement on the City's website and shall provide the Union with a digital copy via email.

## **ARTICLE 8: IN SERVICE TRAINING**

8.1 All employees required by the City to participate in any training and/or health and safety program shall be compensated at their regular rate of pay for the length of the program(s). Employees absent from the program(s) shall not be compensated for those hours.

## **ARTICLE 9: UNIFORMS AND EQUIPMENT**

9.1 It is agreed that where the City requires that a member of the bargaining unit work with a uniform or special equipment, that the City will supply such uniform and/or equipment, including work shoes, if required by the City.

**ARTICLE 10: NEW HIRES; PROBATIONARY PERIOD, ETC.**

10.1 All new hires who are employed by the City in positions which have been certified by PERC as being members of the bargaining unit shall be required to serve a probationary period of one (1) year satisfactory performance before being certified as permanent employees in any classification. Except for accrued sick time, any absence during the probationary period, including but not limited to leaves of absence, unauthorized absences, or workers compensation leave, shall automatically extend the probationary period by the number of days absent, regardless of whether the absence was with or without pay.

10.2 Upon any person being hired to fill a position within the bargaining unit certified by PERC, such new hire shall be given an opportunity to become a member of the bargaining unit or not to do so, as such new employee may desire.

10.3 The Mayor is authorized to waive any probationary period.



## **ARTICLE 11: SENIORITY AND LAYOFF**

11.1(a) Seniority shall consist of continuously accumulated paid service as an employee of the City. Seniority shall be computed from the date of employment. Seniority shall be accumulated during absences from illness, injury, vacation, military leave or other compensated leave.

11.1(b) Layoffs are a reduction in the number of employees for any reason other than disciplinary actions.

11.2 In the event of a layoff for any of the above reasons, the first to be laid off are temporary employees in the affected department. These will be followed by original entrance probationary employees, and finally by permanent employees. Seniority and ability to perform the job duties will be factors considered by the Mayor in determining the order of layoff within the above groups.

11.3 Employees who have been laid off will be eligible for recall for a period of six (6) months from date of layoff providing they have notified the City of any change in their address or telephone number. Employees shall be recalled in reverse order to which they were laid off. Recalled employees

must be qualified and have the necessary skills to perform the job duties offered.

No new employees shall be hired until all employees in lay-off status and eligible for recall are offered an opportunity to return to work under the provisions of this subsection. Once formally offered a position, a laid-off employee shall have two (2) business days to accept or the offer shall be deemed rejected.

## **ARTICLE 12: PROMOTIONS AND LATERAL TRANSFERS**

12.1 The City agrees that all vacancies for employment within the bargaining unit will be filled generally in accordance with the Personnel Rules and Regulations of the City, as it may be amended from time to time except that it will not be necessary to publish announcements of promotional vacancies in a newspaper of general circulation. The City will post notice of vacancies on the bulletin board provided for union business for at least five (5) working days.

12.2 In those cases where the City chooses to fill a vacancy from among those persons applying from within the bargaining unit, seniority shall be one of the factors considered and if applicants are equally qualified, the person with the greater seniority will be given preference.

12.3 This provision will also apply to lateral transfers of members of the bargaining unit.

12.4 Promotions shall be subject to a one hundred and twenty (120) day promotional probationary period. Within fourteen (14) days of a promotion or of a lateral transfer requested by the employee, a member of the bargaining unit may request return to their original position which will be granted, provided such

position has not yet been filled. Employees who have been laterally transferred as a result of administrative necessity shall not have the option of returning to their original position as a matter of right.

12.5 The City specifically reserves the right to hire persons for all such vacancies from outside over those persons who are presently employed by the City.

12.6 Whenever a budgeted promotional vacancy exists, the City shall promote an employee to fill such vacancy within ninety (90) days of the occurrence of the vacancy provided an employee meets or exceeds the minimum qualifications of the job description.

12.7 The probationary period for employees that are laterally transferred shall be thirty (30) days.

### **ARTICLE 13: HOURS AND OVERTIME**

13.1 It is understood by the parties that because this contract deals with the terms and conditions of employment of a "wall to wall" unit of mixed employees that there can be no general provision as to hours of employment and overtime. The City maintains four (4) categories of work hours for its employees, as follows:

- A. EMPLOYEES WORKING A FORTY (40) HOUR WORK WEEK.
- B. EMPLOYEES WORKING LESS THAN FORTY (40) HOURS BUT AT LEAST THIRTY (30) HOURS A WEEK.
- C. EMPLOYEES WORKING LESS THAN THIRTY (30) HOURS BUT TWENTY (20) OR MORE HOURS A WEEK.
- D. EMPLOYEES WORKING LESS THAN TWENTY (20) HOURS A WEEK.

13.2 Overtime for employees who are members of the bargaining unit is to be computed upon the basis of work in excess of a forty hour work week, regardless of the category of employee. For those members of the bargaining unit

who are authorized a one hour daily meal break for which they receive salary, such hour (a total of five (5) hours per week) shall not be included in the computation of eligibility to receive overtime paid at the rate of time and a half, but shall be paid straight time for such overtime. The one hour daily meal breaks are provided on a daily basis and must be used or are lost; they shall not rollover or accumulate from one day to the next.

13.3 Overtime for employees who are members of the bargaining unit who actually work in excess of forty hours in any work week, shall be compensated for such time in excess of forty hours actually worked at the time and a half rate as required by the Fair Labor Standards Act subject to the following:

1. All employees must receive prior approval before working overtime.

2. All employees will have the option for compensatory time earned at one and one half times their hourly rate of pay instead of overtime. Upon separation from service in good standing or death, an employee, or his heirs in the event of death, shall be paid a maximum of 160 unused

accrued compensatory hours that the employee had earned in the fiscal year of his/her separation or death at the rate of pay at the time of separation or death.

## **ARTICLE 14: WAGES AND LONGEVITY**

14.1 Wages for members of the bargaining unit under the terms of this agreement shall be increased by three (3%), three (3%) and three and one-half (3.5%) percent across the board effective each fiscal year beginning October 1, 2021, October 1, 2022, and October 1, 2023, respectively.

14.2 Employees shall receive a longevity increase of two and one-half percent of their current pay on the following anniversary milestones:

Five Years  
Seven Years  
Ten Years  
Fifteen Years  
Twenty Years  
Twenty-Five Years

These longevity increases shall be automatic, and employees who have served the required time will be presumed to have provided the City with satisfactory service. Notwithstanding, the Mayor may defer or deny longevity increases in cases where the employee's performance is deemed less than satisfactory.



## **ARTICLE 15: CLASSIFICATION AND PAY PLAN**

15.1 Each position in the bargaining unit shall be allocated to a job classification on the basis of the kind and level of duties and responsibilities to the end that all positions in the same job classification shall be sufficiently alike to permit the use of a single descriptive job title, the same training and experience requirements, and the same pay grade.

15.2 Job descriptions are to be interpreted in their entirety and in relation to others in the Classification Plan, when such Plan is finalized and adopted. They are descriptive and explanatory and are not restrictive. The use of a particular expression or example of duty, qualification, or other attribute shall not be held to exclude others not mentioned if such others are similar as to kind and quality.

15.3 The pay plan shall consist of a schedule of pay rates for each classification indicating minimum, and maximum rates for each classification. No employee shall be paid at a salary rate greater than the maximum or less than the minimum established for his or her classification.

**15.4 The pay plan shall be administered by the Mayor in accordance with the following procedures for establishing the pay rates for individual employees:**

**15.4(i) New Employees - New employees will be appointed at the minimum rate established for their classification; however, upon recommendation of the department head, the Mayor may approve a rate higher than the minimum when the employee has exceptional qualifications or when qualified employees are unavailable at the minimum rate.**

**15.4(ii) Pay Rate Upon Promotion - When an employee is promoted to a Position in a higher Classification, the employee's salary shall be increased to the minimum rate for the higher Classification; if the employee's present salary is within the range for the higher Classification, the employee may receive the next higher step in the class to which they have been promoted, provided such classifications and steps have been formally established.**

15.4(iii) Pay Rate Upon Demotion - When an employee is demoted to a Position in lower Classification and the employee's present salary is higher than the maximum for the lower Classification, their salary may be decreased by no more than 10 (10%) percent.

15.4(iv) Pay Rate Upon Transfer - When an employee is transferred from a position in one class to another position in the same class, no change in salary shall be made because of such transfer.

15.4(v) Pay Rate Upon Reinstatement - The salary for a reinstated employee shall be within the salary range for the classification to which appointed. Normally, such employee will be reinstated to the same salary he or she was receiving at the time of separation.

15.4(vi) Part Time Employees - Employees who work less than thirty (30) hours per week will be paid at a proportional rate based on assigned hours.

15.4 (vii) An employee assigned to perform the duties of an employee in a higher classification who is absent on any type of leave

for a period greater than two weeks or because of a vacancy shall accrue no rights in the higher classification but may receive a temporary pay increase of ten (10%) percent as additional compensation. Said pay increase may be reduced in whole or in part after the higher classified employee returns to his/her duties or the vacancy is filled. Any such increase or reduction is in the Mayor's sole discretion.

15.5 Any employee may appeal an unsatisfactory performance evaluation within fourteen (14) days to the Mayor. The Mayor will review same at an informal meeting at which the employee and the IUPAT representative shall have an opportunity to be present and the Mayor shall determine whether the rating is correct. Effective September 30, 2023, negative evaluations shall be grievable through the procedures contained in Article 27 of this collective bargaining agreement.

15.6 The City retains the right to amend this classification and pay plan. Any such amendments shall be subject to the collective bargaining process. The City agrees that it will submit any such proposed changes or amendments to

the union before taking action on same so that the parties can discuss the effect of such changes on the bargaining unit.

## **ARTICLE 16: HOLIDAYS**

16.1 The City shall recognize the following holidays as paid holidays for members of the bargaining unit::

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. National Memorial Day
5. Independence Day
6. Labor Day
7. Veteran's Day
8. Thanksgiving Day
9. Friday following Thanksgiving Day
10. Christmas Day
11. Columbus Day
12. Employee's Birthday

16.2 When a holiday falls on Saturday, it is observed on the preceding Friday; if it falls on a Sunday, it is observed on the following Monday or when the national holiday has been designated to be observed. When a day other than the actual date of the holiday is designated for observance of a holiday, both the holiday and the designated day shall be considered holidays for the purpose of this rule; however, no employee shall receive extra compensation or holiday leave for more than one of such days.

16.3 Eligibility for Holidays: All employees are eligible for paid holidays, except temporary and emergency employees, if they worked, or were on paid leave status, on the work day immediately before and the work day immediately following a holiday.

16.4 If a member of the bargaining unit who is entitled to a paid holiday takes a day of sick leave either immediately before or after such holiday, then to be eligible to receive holiday pay, such employee must present a note from his doctor confirming that he was sick.

16.5 Employee Required to work on a Holiday: With the approval of the Mayor, when an employee is required to work on a holiday, the employee shall receive that day's holiday pay and either an extra day's pay or an alternate day off, at the Mayor's discretion. The Mayor will determine whether an alternate day off or compensatory time is to be allowed.

16.6 An employee whose day off coincides with such holiday shall receive payment in salary.

16.7 Payment of holiday benefits shall only apply to those members of the bargaining unit who work twenty (20) hours or more each week, except as to

school guards, as provided hereinafter. Such holiday benefits shall be prorated consistent with the employee's number of regularly scheduled hours.\_

16.8 Members of the bargaining unit who are employed as school guards shall be entitled to be paid their regular salary for certain holidays and teacher's workdays during the school year while they are employed by the City. They shall not be entitled to holidays which fall during the Christmas vacation or spring break vacation period when school is not in session nor during the summer recess, except for those school guards who may be employed by the City during the school summer session, who will be entitled to holidays or teacher work days which fall during such summer school session while they are so employed.



## **ARTICLE 17: VACATIONS**

**17.1 Full-time members of the bargaining unit shall accrue annual leave in accordance with the following formula:**

**(a) Employees who have been employed by the City for a period of one (1) year through seven (7) years shall be entitled to one hundred four (104) hours annual leave for vacation.**

**(b) Employees who have been employed by the City for a period of seven (7) years through twenty (20) years shall be entitled to one hundred sixty (160) hours annual leave for vacation.**

**(c) Employees who have been employed by the City for a period of more than twenty (20) years shall be entitled to two hundred (200) hours annual leave for vacation.**

**17.2 Vacation leave for employees working twenty (20) hours or more but less than forty (40) hours shall be pro-rated in accordance with this formula, at the rate of five (5%) percent of their total hours worked per pay period.**

17.3 No member of the bargaining unit who works twenty (20) hours or more per week shall accrue more than one hundred sixty (160) hours of annual leave per fiscal year. Upon retirement or separation, an employee will receive payment for unused Accumulated annual leave at the rate of pay in effect at time of separation. Upon death of an employee, payment will be made to their named beneficiary or to the employee's estate. In any case, the maximum payment shall not exceed 180 hours.

17.4 Paid annual leave shall begin to accrue upon hiring but cannot be used until the six month anniversary of the hire date. Further, an employee who is separated from employment for any reason, voluntarily or involuntarily, within the first six (6) months of hire forfeits any accrued leave.

17.5 Employees working less than 20 hours: Members of the bargaining unit working less than twenty (20) hours each week will not be entitled to annual vacation leave.

## **ARTICLE 18: SICK LEAVE**

18.1 Employees in the bargaining unit shall be entitled to eighty (80) hours of sick leave per year. Employees shall begin to accrue sick leave immediately upon employment at the rate of 2.0 hours per week for the time that an employee actually works including overtime, lunchtime and jury duty. Compensation for sick leave will be paid at the Employee's salary rate at the time such leave is taken.

18.2 At the end of each fiscal year each non-probationary employee shall be paid bonus days for that portion of unused sick leave at the following rate:

Sick Leave Occurrences	Days Paid to Employee
0-1	5
2-3	4
Over 3	0

Occurrences shall be defined as forty consecutive hours or less. For example:

Sick leave taken from Monday through Friday will be considered one event;

Sick leave taken Monday and then Friday will be considered two events;

Sick leave taken Monday of one week through Friday of the following week will be considered two events, even if it is the same illness;

Sick leave taken Thursday of one week through Tuesday of the following week will be considered one event.

Regularly scheduled days off will not constitute a break in the consecutive hours (i.e. an employee who uses sick leave Monday and Tuesday, is regularly scheduled to be off Wednesday and Thursday, and uses sick leave Friday, Saturday and Sunday will be considered one occurrence).

The above bonus days shall be reduced by fifty percent (50%) for those employees who terminate their employment after the first six (6) months of the Fiscal Year. Such employees shall be entitled to fifty percent (50%) of the bonus days as set forth above. Any unused sick leave that has not been paid as bonus days shall be placed in a sick leave bank and may be used in the event of an extended illness.

18.4 To receive compensation while absent on sick leave, the employee shall notify the immediate supervisor at least one hour prior to the time set for beginning his daily duties. This provision may be waived by the Department Head if the employee submits evidence that it was impossible to give such notification.

18.5 Sick leave may be used by an employee for the following reasons:

18.5(i) Personal illness or physical incapacity rendering the employee unable to perform the duties of the employee's present position.

18.5(ii) Quarantine due to exposure to a contagious disease which would endanger others.

18.5(iii) Personal medical, dental or optical appointment, examination, or treatment which is necessary during working hours provided that the employee gives the department head at least 24 hour notice except in emergencies.

18.5(iv) Attendance upon members of the employee's family living within the household due to incapacitating illness or injury.

18.6 An employee on sick leave shall receive regular holiday pay for holidays that occur while on sick leave in accordance with Section 16.4.

**18.7 For the following reasons, a medical certificate signed by a licensed physician of the employee's choice may be required by the Department Head, Mayor or his/her designee to substantiate a request for sick leave.**

**18.7(i) Any period of absence due to personal illness consisting of three (3) or more consecutive work days.**

**18.7(ii) To substantiate a request for sick leave during a period when the employee is on vacation only where the employee has been hospitalized on those vacation days that the employee is claiming as sick days and where those days being claimed for sick time were days when the employee would have been scheduled to work. No claim to exchange vacation time for sick time will be granted on days where the employee would have been scheduled off.**

**18.7(iii) Leave of any duration if absence from duty recurs frequently or habitually, provided the employee has been notified or warned in writing that a certificate will be required.**

**18.7(iv) A period of absence due to personal illness or injury consisting of ten (10) or more days will require a certificate from the**

attending physician attesting to the employee's ability to return to work.

18.8 All such medical or sick leave taken by an employee must be taken from his current bank of such leave for the year in which it is taken. If an employee exhausts his current accrued leave, he may only utilize any leave that was accrued or banked in a previous year (the reserve bank) for an extended illness of three (3) or more days and will have to produce a certificate of the treating doctor if requested to do so by the Department Head, Mayor or his designee.

18.8(i) In order to implement these provisions of this article, the Finance Department shall maintain a dual leave roster (1) of which will contain medical leave earned during the current year and (2) a record of such leave earned during prior years (also called the "reserve bank").

18.8(ii) The Finance Department will deduct all sick time taken by any employee from that accrued in the current year [(1) above] and will then allow additional sick time from (2) the bank roster if the employee qualifies under the provisions set out above.

18.9 No sick leave in excess of the leave accumulated to the employee's credit may be granted unless such sick leave advance is specifically authorized by the Mayor upon recommendation of the Department Head.

18.10 Part-time employees who are members of the bargaining unit and who work twenty hours per week or more shall be entitled to earn sick leave on a pro-rated basis, based upon the number of hours that they work each week.

18.11 Part-time employees who are members of the bargaining unit who work less than twenty (20) hours per week shall not be entitled to accrue sick leave except for school guards.

18.11(i) School Guards shall be allowed three sick days during any school year. These days may not be accrued or banked.

18.12 Upon separation from service in good standing or death, an employee, or his heirs in the event of death, shall be paid all unused sick leave that the employee had earned in the fiscal year of his/her separation or death and all unused accrued sick leave in the employee's sick leave bank, at the rate of pay at the time of separation or death, up to a maximum of 300 hours. In the event an



employee is terminated and subsequently reinstated, all his/her unused sick leave time will be completely restored.

## **ARTICLE 19: FUNERAL LEAVE**

19.1 When a death occurs in the immediate family of an employee, that employee shall be granted three (3) days off without loss of pay or benefits, however employees shall be allowed two (2) additional days of sick leave or annual leave to extend bereavement leave.

19.2 Funeral leave will not be charged against sick leave, vacation or holiday pay or accumulated overtime.

19.3 "Immediate Family" as cited above shall be defined as father, mother, spouse, children, brother, sister, grandfather, grandmother, grandchildren, domestic partner or any relatives domiciled in the employee's household.

## **ARTICLE 20: MILITARY LEAVE**

20.1 Any employee who is a member of the National Guard or the Military Reserve Forces of the United States and who is ordered by the appropriate authorities to attend the prescribed training program or to perform other duties, shall, upon presentation of orders requiring such attendance, be granted a leave of absence with pay as required by Florida Statutes.

## **ARTICLE 21: JURY DUTY**

21.1 If an employee is called to jury duty, the employee may receive his/her regular salary calculated at the employee's straight time. If the employee elects to accept the salary from the City for the days which he or she appears for jury duty, such employee shall endorse any check for compensation received for such jury duty to the City. If the employee waives compensation from the City under the terms of this provision, they shall be entitled to accept the remuneration for jury duty; however, the employee shall be barred from receiving both compensation for jury service and regular salary from the City.

## **ARTICLE 22: ON-THE-JOB INJURY AND WORKERS COMPENSATION**

22.1 In the event of on-the-job injury to a member of the bargaining unit, such employee shall be entitled to such statutory benefits as paid by the City's insurer or claims adjusters. Daily benefits and the time lost as a result of the on-the-job injury will not be charged against any existing type of leave.

22.2 All employees suffering on-the-job injuries, as contemplated under Chapter 440, Florida Statutes shall be entitled to select a physician for medical care from the list of approved physicians provided by the City's workers' compensation insurance carrier. No employee shall be coerced by the City or its representative in the selection of a physician.

22.3 Any employee injured on the job shall be paid a full eight (8) hours salary for the day of the accident if his physician advises that he could not or should not return to work that day.

22.4 Any employee who is able to work after a job-related injury shall be re-employed in his former position provided that he is qualified to perform the work; further provided:

22.4(i) A member of the bargaining unit may be required to retire or resign as a condition of a worker's compensation "washout" settlement, as provided by Chapter 440 of the Florida Statutes.

22.4(ii) The City may initiate retirement of a member of the bargaining unit after six (6) months from the time such employee has utilized all available leave time, compensatory time and on-the-job injury time as provided in this article in the event such employee has not been certified by a physician the list provided by the City's workers' compensation insurance carrier as able to fully perform all of his duties as a city employee.

22.4(iii) It is understood that in the event of a disability retirement following a job-related injury nothing contained in this section shall prevent the City from exercising a setoff provision as may be permitted under Florida law.

## **ARTICLE 23: DRUG AND ALCOHOL ABUSE AND TESTING**

23.1 The City shall have the right to require the testing of members of the bargaining unit for toxicology and alcohol abuse, as provided herein.

23.2 The Mayor or his designee, along with the concurrence of a second, supervisory employee, shall have the right and authority to require that members of the bargaining unit submit to toxicology and alcohol urine testing designed to detect the presence of any controlled substance, narcotic drug or alcohol. The City agrees that requiring employees to submit to testing of this nature shall be limited to circumstances that indicate reasonable suspicion to believe that such employee is under the influence of such substance, suffers from substance or alcohol abuse or is in violation of this article of the agreement. For purposes of this paragraph only, the term "supervisory employee" is specifically defined to be the subject employee's department head, acting department head, or in the absence of either, assistant department head.

23.2.1. "Reasonable Suspicion" means observable signs that indicate to a reasonable person that an individual is using or under the influence

of illegal controlled substances or alcohol. For the purpose of reasonable suspicion “drug/alcohol testing” the following applies but is not limited to:

- (a) Observable phenomenon while at work such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug, controlled substance or alcohol;
- (b) Abnormal conduct or erratic behaviors while at work or a significant deterioration in work performance;
- (c) A report of drug use, provided by a reliable and credible source;
- (d) Evidence that an individual has tampered with a drug test during his/her employment with the current employer;
- (e) Information that an employee has caused, contributed to or been involved in an accident while at work;
- (f) Evidence that an employee has, during his employment, violated the provisions of the prohibitions above.

**23.2.2 Voluntary Rehabilitation:** Employees are encouraged to come forward at anytime prior to being selected for testing and identify that they have an



alcohol/substance abuse problem. If an employee volunteers that he/she has an alcohol/substance abuse problem to his/her immediate supervisor, the Department Head/Designee or the Human Resources Director, he/she will be provided rehabilitation under the terms of the City's Major Medical Plan/Employee Assistance Plan. Employees who fail to meet the requirements of the rehabilitation program (ie., refusing to submit to drug tests in accordance with this program outline and/or missing repeated meetings) shall be subject to termination.

23.3 The City shall select the tests to be used. If an employee tests positively, a second test must be administered in a timely manner to verify the results before administrative action is taken. All tests will be conducted in approved laboratories using recognized technologies.

23.4 Members of the bargaining unit who refuse to submit to toxicology or alcohol testing in accordance with the provisions of this article may be subject to disciplinary action up to and including their dismissal and the termination of their employment.

23.6 A member of the bargaining unit who is tested under this article shall have the right to require that a portion of the sample that is to be tested shall be segregated and retained by the laboratory in order to allow the member an opportunity to have the sample independently tested at his or her own expense.

## **ARTICLE 24: HEALTH INSURANCE BENEFITS**

24.1 Members of the bargaining unit who are employed thirty (30) hours a week or more shall be entitled to participate in the health insurance plan provided by the City at no cost to the employees.

24.2 Members of the bargaining unit who participate in the health insurance plan provided by the City will receive an employee prescription identification card allowing the purchase of the prescription medications upon payment of a fee set forth in the health insurance plan.

24.3 Members of the bargaining unit hired after October 2005 who enroll for dependent coverage in such City plan shall receive 50% payment of the premium for such dependent coverage.

24.4 Members of the bargaining unit hired before the date this contract is signed subsequently who enroll for dependent coverage in such City plan shall receive 75% payment of the premium for such dependent coverage for a period of one (1) year from enrollment and at the anniversary of their enrollment shall automatically receive 100% of the premium cost paid by the City.

**24.4 It is understood that the City, at its option may change the health insurance carrier in the event of a premium increase, providing that benefits remain substantially similar to the benefits existing at the time of this contract.**

## **ARTICLE 25: PENSION AND RETIREMENT**

**25.1 On the effective date of this contract, the City agrees to make payments to the IUPAT UNION and INDUSTRY PENSION FUND for each employee covered by this agreement, as follows:**

**25.1.1 For the fiscal year commencing October 1, 2020, for each hour or portion thereof for which a member employee works, the City shall make a contribution of \$3.24 to the said IUPAT UNION and INDUSTRY PENSION FUND. For employees earning over \$67,500 per year, the City shall make contributions equal to ten (10%) of their annual salary in lieu of the flat \$3.24 stated above.**

**25.1.2 For the purpose of this article, each hour paid for by the City in accordance with this agreement shall be counted as hours for which contributions are payable.**

**25.1.3 Contributions shall be paid on behalf of any employee starting with the employee's first day of employment in a job with the City that is covered by this agreement.**

25.1.4 The payments to the pension fund required in this subsection shall be paid to IUPAT UNION and INDUSTRY PENSION FUND, which was established under an Agreement and Declaration of Trust, dated April 1, 1967. The parties hereby agree to be bound by and to the said Agreement and Declaration of Trust, as amended from time to time, as though they had actually signed same.

25.1.5 Effective January 1, 2022, and each year thereafter, the pension contribution called for in this Agreement shall increase by a minimum of ten (10%) percent of the total negotiated increase in wages and benefits for that year. Such increase shall be rounded to the nearest penny. The Union shall notify the City of the new pension rate each year. The City shall have ten (10) calendar days to challenge the Union's calculation. The sole challenge permitted shall be mathematical error on the part of the Union.

25.2 The City hereby irrevocably designates as its representatives on the Board of Trustees such Trustees as are now serving, or who will in the future serve, as Employer Trustees, together with their successors. The City further

agrees to be bound by all actions taken by the Trustees pursuant to the said Agreement and Declaration of Trust.

25.3 All contributions shall be made at such time and in such manner as the Trustees require; and the Trustees may at any time conduct an audit in accordance with Article V, Section 6 of the said Agreement and Declaration of Trust.

25.4 If the City fails to make contributions to the Pension Fund within twenty (20) days after the date required by the Trustees, then the Trustees or the IUPAT shall have the right to take whatever action they deem necessary to secure compliance with this agreement regardless of other provisions for compliance which may be available in this agreement or under the law of Florida.

25.5 The pension plan adopted by the trustees shall at all times conform with the requirements of the Internal Revenue Code and other applicable laws governing pension plans for public entities.

25.6 It is understood that participation in this plan shall be limited to members of the bargaining unit who are employed by the City for thirty (30) hours or more each week. The City may provide for membership in the pension plan of

certain employees who are not members of the bargaining unit or participating in the Police Pension plan, on an individual, voluntary basis.

25.7 The City has established a new §401(A) retirement plan. New-hires and non-vested employees shall have the option of selecting such plan in conjunction with or in lieu of the INDUSTRY PENSION FUND. Vested employees shall have the option of withdrawing their funds from the INDUSTRY PENSION FUND and rolling them into separate retirement plan, if permissible.



## **ARTICLE 26: DISCIPLINARY ACTION**

26.1 The parties agree that disciplinary actions against members of the bargaining unit are rights, powers and authority retained and reserved to the city. The City is responsible for investigating and evaluating allegations of employee misconduct or work deficiency. Any decision to take disciplinary action shall be based on a complete review of all available, relevant facts. If after such investigation, the Department Head believes termination may be warranted, a pre-termination meeting will be held with the employee and the Department Head to discuss the allegations and present the employee with all evidence and an opportunity to be heard. The Union may attend all such meetings. In all disciplinary action and after any pre-termination meeting in cases of possible termination, the City shall consider at minimum, the employee's record and years of service to the City.

## **ARTICLE 27: GRIEVANCE PROCEDURE**

27.1 Grievance is defined as a dispute regarding the meaning or interpretation of a particular clause of this agreement or regarding an alleged violation or breach of this agreement by either party. A Grievance shall be processed in the following manner set forth below.

### **Step 1**

#### **Resolution by Department Head**

27.2 An aggrieved employee ("Aggrieved Employee") shall reduce their Grievance to writing (the "Written Grievance") and present the Written Grievance to their Department Head within ten (10) calendar days of the date the Aggrieved Employee became aware or should have become aware of the event giving rise to the grievance (the "Event").

27.3 The Written Grievance shall state with particularity all necessary facts giving rise to the Grievance, all persons with knowledge of the event, and cite the exact section of the CBA the Aggrieved Employee believes has been violated or misinterpreted.

27.4 Within ten (10) calendar days of receipt of the Written Grievance, the Department Head shall schedule a meeting (the “Step 1 Hearing”) with the Aggrieved Employee in order to seek a resolution of the Grievance.

27.5 The Union may submit its recommendations for resolution of the grievance to the Department Head. Within ten (10) calendar days after Departmental Meeting, the Department Head shall make his decision and shall submit in writing a response (the “Step 1 Decision”) to the Written Grievance. The Step 1 Decision shall be directed to the Aggrieved Employee and the Union. In the event that either the Aggrieved Employee or the Union is not satisfied by the Step 1 Decision then either of them shall have the right to proceed to a hearing before the Mayor as provided hereinafter.

### **Step 2**

#### **Resolution by the Mayor**

27.6 If either the Aggrieved Employee or the Union believe the Grievance was not resolved by the Step 1 Decision, either may request a Step 2 hearing (the “Step 2 Hearing”) before the Mayor by submitting the Written Grievance, with the Step 1

Decision attached thereto, provided such submission is made within five (5) days after receipt of the Step 1 Decision.

27.8 The Step 2 Hearing shall be convened within fifteen (15) calendar days of receipt of the request for the Step 2 Hearing.

27.9 The Mayor shall then conduct the Step 2 Hearing to consider the Written Grievance as a neutral hearing officer and attempt to resolve same. The Aggrieved Employee, the Union, and the Department Head may be present at the hearing. The Mayor shall render a decision in writing (the "Step 2 Decision") and shall serve copies of same upon the Aggrieved Employee, the Union, and the Department Head within five (5) days after the conclusion of the hearing.

### **Step 3**

### **Arbitration**

27.10 If a Grievance has not been satisfactorily resolved by Step 2, the Union may request arbitration (the "Arbitration") no later than fifteen (15) calendar days after receipt of the Step 2 Decision. The parties to this agreement shall attempt to mutually agree on an independent arbitrator. If this cannot be done, the parties shall jointly request the names of seven (7) arbitrators from the Federal Mediation

and Conciliation Service. The parties shall select an arbitrator (the "Arbitrator") from the list by the method of alternative striking of names until the final name on the list shall be the Arbitrator. The Arbitration shall be conducted under the rules of the Federal Mediation and Conciliation Service. Subject to the following, the Arbitrator shall have the jurisdiction and authority to decide a Grievance as defined in the Article and to enforce compliance with existing Florida Statutes. It is contemplated that the Employer, the Aggrieved Employee, and the Union shall mutually agree in writing as to the statement of the matter to be arbitrated prior to a hearing. In such event the Arbitrator shall confine his decision to the particular matter thus specified and devise a remedy should one be deemed appropriate. Should the parties fail to so agree on a statement of issues to be submitted, the Arbitrator shall confine his consideration to the four corners of the Written Grievance.

27.11 The Arbitrator shall furnish copies of the arbitration award (the "Award") to all parties within thirty (30) calendar days of the Arbitration Hearing.

27.12 Parties shall bear the expense of their own witnesses and shall split the cost of the Arbitrator. Parties desiring copies of the transcript of such arbitration shall bear that expense.

#### **Miscellaneous**

27.14 The procedures set forth in this Article shall be binding on all parties, the Union, the City and the Aggrieved Employee and there shall be no appeal or judicial review of such decision except as provided by Chapter 682 of the Florida Statutes.

27.15 The standard of review to be applied in any arbitration determining disciplinary action up to and including termination shall be whether the City acted with "Just Cause" based upon the City's Code of Ordinances, employment rules and regulations, administrative rules or orders, and the Aggrieved Employee's disciplinary history, if any and if relevant.

27.16 As an alternative to the foregoing, an Aggrieved Employee may also appeal to the City Commission based upon the City's Employment Rules and Regulations. Appeal to the City Commission and invocation of the grievance procedure set forth

in this article are mutually exclusive. Use of one method shall automatically preclude use of the other method.

27.17 Initial probationary employees shall have no appeal or right to grieve disciplinary actions until after their probationary period has passed.

27.18 Terminated employees shall enter the grievance process at Step 2.

## **ARTICLE 28: SEVERABILITY CLAUSE**

28.1 Should any provision of this collective bargaining agreement or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted State or Federal legislation, or by any decree of a court of competent jurisdiction, all other Articles and sections of this agreement shall remain in full force and effect for the duration of this Agreement.

28.2 Should any Article be rendered invalid it shall be immediately renegotiated.



## **ARTICLE 29. REVISION OF CITY POLICIES**

29.1           It is agreed that the City's Charter and Personnel Rules and Regulations are incorporated in this agreement by reference. Further, it is agreed that all other city policies, rules, regulations, ordinances, orders and memoranda shall prevail and be applicable to the members of the bargaining unit and which shall be limited only by the specific and expressed terms of this agreement.

29.2           The City agrees to meet and work on the personnel rules and regulations and/or job descriptions. The Union will have input at the City Commission level.

**ARTICLE 30: TERM OF AGREEMENT AND RE-OPENER**

30.1 This Agreement shall be effective upon ratification and shall continue to September 30, 2023.

30.2 All elements of the Agreement will remain in force for the period called for in paragraph "30.1" above unless by mutual agreement in writing, the parties amend some portion thereof.

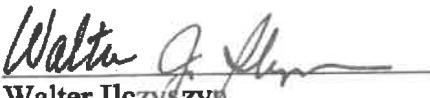
30.3 It is agreed and understood that this Agreement constitutes the whole agreement between the parties.

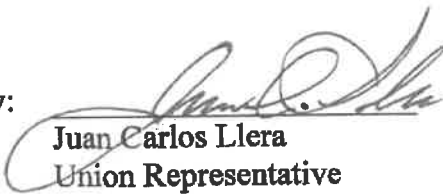
30.4 This contract will remain in full force and effect until its successor is ratified and implemented. Commencement date for negotiating a new contract has been mutually set for June 15, 2023 at which time the parties shall commence negotiations to reach an agreement to succeed this contract.


30.5 AGREED TO this \_\_\_\_ day \_\_\_\_\_, 2020,  
~~2019~~, between the respective parties through an authorized representative or representatives of the Union and the Mayor, as directed by the City Commission.

**[signatures on next page]**


I.U.P.A.T. D.C. 78 L.U. 1010

By:   
Walter Ilczyszyn  
B.M.S.T.  
District Council 78

By:   
Juan Carlos Llera  
Union Representative

By:   
Richard Jones  
Business Representative  
IUPAT DC 78


CITY OF SWEETWATER

By:   
Orlando Lopez  
Mayor

Attest:

By:   
Carmen Garcia  
City Clerk



By:   
Ray Garcia, Esq.  
City Attorney