



**2021 - 2024**  
**Collective Bargaining Agreement**  
**between**  
**Local 1010 / District Council 78**  
**of the**  
**International Union of Painters and Allied Trades**  
**[IUPAT]**  
**and the**  
**City of Deerfield Beach [City]**

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**City of Deerfield Beach [City]**

**Article 1 - Preamble**

**Section 1 - Preamble**

This Agreement is made and entered into by the **Local 1010 / District Council 78 of the International Union of Painters and Allied Trades, AFL-CIO**, hereinafter referred to as "IUPAT", and the **City of Deerfield Beach, Florida**, hereinafter referred to as "City". It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the Parties; to provide an orderly, prompt, and peaceful means of resolving disputes involving the interpretation of this Agreement; and to set forth the full agreement between the Parties regarding wages, hours and other terms and conditions of employment.

**Section 2 - Public Employees**

City employees are to regard themselves as public employees and are to be governed by the highest ideals of honor and integrity in all of their public and personal conduct in order that they may merit the respect and confidence of the general public.

**WITNESSETH**

In consideration of the promises contained in this Agreement, and for other good and valuable consideration, IUPAT and City agree as follows:

**Article 2 - Recognition**

**Section 1 - Recognition**

City recognizes IUPAT as the exclusive bargaining agent for the purpose of presenting proposals relative to salaries, health, safety and other conditions of employment for the City employees as herein described.

**Section 2 - Bargaining Unit Classifications**

The bargaining unit shall consist of the classifications listed on Appendix A of this Agreement.

**Section 3 - Effect of Reorganization**

In the event of any reorganization undertaken by the City through ordinance, as provided in the City of Deerfield Beach Charter, where a position is changed by title, but retains the equivalent functional responsibilities as contained in the previously titled position,

the new position shall automatically be with the bargaining unit, provided that the previously titled position was within the bargaining unit. Further, should new positions be created which contain responsibilities which are the functional equivalent of positions listed in Section 2, the employees filling those positions shall automatically be considered part of the collective bargaining unit.

#### **Section 4 - Definitions**

Regular Full-Time Employee: A person hired to fill a budgeted position of 35 or more hours per week who occupies one of the classifications listed in Appendix A of this Agreement.

Regular Part-Time Employee: A person hired to fill a budgeted position of 29 or less hours per week, occupies one of the classifications listed in Appendix A of this Agreement. These employees are not eligible to receive City benefits, except as specifically provided for regular part-time employees in this Agreement.

### **Article 3 - Non-Discrimination**

#### **Section 1 - Non-Discrimination**

IUPAT and the City shall not discriminate against any employee covered by this Agreement because of race/ethnicity, color, sex, age, national origin, religion, sexual orientation, military status, genetic information, political opinions or affiliations or disability.

#### **Section 2 - Discrimination on Membership**

IUPAT and the City will not discriminate against, interfere with or coerce any employee covered by this Agreement because of membership or non-membership in IUPAT, however, IUPAT has no obligation to represent non-members in the grievance procedure.

#### **Section 3 – Dual Filing Prohibition**

In the event that an employee files a grievance alleging a violation of this Article, and files a complaint/charge in another forum making the same allegation, the grievance shall be nullified, and the other forum shall have exclusive jurisdiction.

### **Article 4 - Management Rights**

#### **Section 1 - Management Rights**

IUPAT recognizes that the City has the exclusive right to manage and direct the various departments of the City. Accordingly, the powers and authority which the City has not specifically abridged, delegated, or modified by the express provisions of this Agreement are retained by the City. Therefore, the City specifically, but not by way of limitation, reserves the exclusive right to manage and administer the affairs of the City generally; decide the mission of each of the City departments, divisions and other units of organization; set standards of service to be offered to the public; exercise control and discretion over its organization and operation; direct its employees; establish and implement policies and procedures related to employment, promotions, position classification, discipline, transfer, assignment, and scheduling of employees; determine



and redetermine work schedules; maintain order and efficiency in its operations; determine and redetermine starting and quitting times; determine and redetermine the number of hours to be worked; determine and redetermine whether or not goods or services should be made or purchased; merge, consolidate or close a department or any part thereof; expand, reduce, alter, combine, assign or cease any job; control the use of equipment and property of the City; fill any job on a temporary, emergency or interim basis; determine the number, location and operation of headquarters, annexes, divisions, substations and departments thereof; determine and redetermine the size and composition of the work force; introduce new or improved services, maintenance procedures, materials, facilities and equipment; require employees to submit to a medical examination by a physician designated by the City when management has a legitimate reason to believe that the employee is unable to perform his duties safely; promulgate and implement rules and regulations for its employees not in conflict with the provisions of this Agreement; set the standards and procedures for application, testing, selection procedures and appointment to all positions in the City; under reasonable circumstances, to dismiss or otherwise relieve from duty employees who have contracted or developed some mental or physical ailment or defect which incapacitates him/her for duty in the City service.

## **Section 2 - Other Rights and Prerogatives**

In addition to the Management Rights enumerated in Section 1 of this Article, the City shall have all other rights and prerogatives which in the past it has lawfully exercised or could have lawfully exercised unilaterally subject only to express restrictions on such rights, if any, as are provided in this Agreement.

## **Article 5 - Union Rights**

### **Section 1 - Rights of Employees**

City employees shall have the right to join IUPAT, to engage in lawful activities for the purposes of collective bargaining, to express any view not in conflict with any Section of the City's Personnel Rules and Regulations, grievance, complaint or opinion related to the conditions of compensation and employment of public employees or their betterment, all free from restraint, coercion, discrimination or reprisal. Nothing shall abridge the right of any duly authorized representative of IUPAT to present views of IUPAT on issues which affect the welfare of its members.

### **Section 2 - Union Rights**

IUPAT shall have those rights contained in *Florida Statutes* Chapter 447, or as such Chapter may be amended.

### **Section 3 - Dues Deduction**

Employees may authorize payroll deductions for the purpose of paying IUPAT dues. No authorization shall be allowed for payment of initiation fees, assessments fees or fines.

### **Section 4 - Determination of Dues**

IUPAT will notify the City of the amount of dues. Such notification shall be made in writing

over the signature of IUPAT's Chairperson or designee. Changes in dues will be similarly reported to City, with the notification at least one (1) month in advance of the anticipated effective date of any such changes.

#### **Section 5 - Deduction Methodology**

Dues shall be deducted each pay period. The deducted monies shall be remitted to the International Union of Painters and Allied Trades, AFL-CIO, District Council 78, within ten (10) working days of the last pay period of the month. IUPAT will indemnify, defend and hold City harmless against any claims made, and against any suits instituted, against City on account of the deduction of dues.

#### **Section 6 - Payroll Deduction Authorization**

Upon receipt of a signed payroll deduction authorization card, City shall deduct those IUPAT dues certified by the signature on the card of the employee.

#### **Section 7 - Revocation of Payroll Deduction Authorization**

A payroll deduction authorization may be revoked by an employee upon written notice to IUPAT and the City. Any such revocation shall be on a signed form provided by IUPAT or letter of intent from the employee.

#### **Section 8 - Non-Discrimination**

Employees shall have the right to join IUPAT and there shall not be any discrimination against or intimidation of any employee because of that employee's membership or lack of membership in IUPAT or because of an employee holding office in IUPAT.

### **Article 6 - Prohibition of Strikes**

#### **Section 1 - No Strikes**

Neither IUPAT, any officer or agent of IUPAT or any employee shall instigate, promote, sponsor or engage in any strike, slow down, concerted stoppage of work, or any other intentional interruption of the operations of the employer, regardless of the reason for doing so. Any and all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the employer. Such discharge or discipline shall not be the subject of any grievance procedure or appeal procedure provided in this Agreement except as to the question of fact.

#### **Section 2 - IUPAT Efforts**

In the event of a strike, slow down, concerted stoppage of work, or other intentional interruption of the operations of the City regardless of reasons for doing so, IUPAT shall take direct and immediate action to the fullest extent of its power and influence to bring about a cessation of such activities.

#### **Section 3 - Responsibility**

Any employees found to be in violation of this Article and IUPAT (if IUPAT shall fail to take direct and immediate action to the fullest extent of its power and influence to

bring about a cessation of a strike, slow down, concerted stoppage of work or other intentional interruption of the operations of the City) shall be liable for any damage or costs which might be suffered by a public employer or other party affected as a result of a violation of the provisions of this article in accordance with the law.

## **Article 7 - Employee Roster and IUPAT Business**

### **Section 1 - Employee Roster**

The City agrees to provide IUPAT with an updated employee roster and new hire report upon request from IUPAT.

### **Section 2 - IUPAT Business**

The City agrees to allow IUPAT's Chairperson and IUPAT's Vice Chairperson or his/her respective designated representatives to be off duty, with pay, to attend conventions, seminars and meetings. This time will be limited to four (4) scheduled work shifts per calendar year per each such person.

The City reserves the right for City Department Directors and the City Manager to approve or disapprove these absences based on operational needs.

The City agrees to allow IUPAT Shop Stewards one (1) scheduled work shift per calendar year.

## **Article 8 - Bulletin Boards**

### **Section 1 - Bulletin Boards**

Bulletin board space shall be provided by the City upon which IUPAT may place noncontroversial notices in regard to meetings, social gatherings and all other matters pertaining to legitimate business. IUPAT shall be assured of space on City bulletin boards sufficient to post three 8-1/2" x 11" sheets of paper. Bulletin board space will be provided at the following locations:

City Hall

Water Plant

Parks and Recreation Department (including Aquatics Office, Athletics Office, Pier, Tennis Center in Pioneer Park, Warehouse, Oveta McKeithen Recreation Center, Hillsboro Community Center, Highlands Community Center, Teen Center, West Deerfield Community Center and Constitution Park)

Central City Campus

Ocean Rescue Headquarters

Active Aging

Mitigation Operations Center (MOC)

### **Section 2 - Responsibility for Bulletin Boards**

All costs incident to preparing and posting of IUPAT materials will be borne by IUPAT. IUPAT is responsible for posting and removing material on City bulletin boards and for helping the City to maintain said boards in an orderly condition.

## **Article 9 - Union Representatives**

### **Section 1 - Collective Bargaining / Negotiations**

The City agrees that there shall be no loss of pay for the four (4) members of IUPAT's negotiating team, provided such negotiation sessions are held during the employees' normal working hours.

### **Section 2 - Shop Stewards**

Members of IUPAT who are selected as Shop Stewards shall perform duties for IUPAT on their own time. However, the City recognizes that instances will arise in which it will become necessary for Shop Stewards to perform their duties on City time. Except in emergency conditions, the Shop Stewards' supervisor may grant permission to perform these duties on City time with the understanding that the Shop Steward shall return promptly to his/her regular assigned duties. Subject to the provisions of Section 3 of this Article (*below*), a supervisor's permission shall not be unreasonably withheld.

The number of Shop Stewards shall not exceed six (6) and shall be designated in writing to the City Manager. The number of hours per month that may be approved shall not exceed six (6).

Shop Stewards shall have seniority above all other bargaining unit members with regard to layoffs and recalls only. Shop Stewards shall be chosen by the IUPAT Business Manager or his/her designee.

IUPAT will endeavor to identify a Shop Steward representing varied City departments. There shall not be more than one Shop Steward chosen per department.

### **Section 3 - Room for IUPAT Business**

The City agrees that official representatives of IUPAT may have access to a room in City facilities at mutually agreed upon times and dates to conduct IUPAT business.

### **Section 4 - Notification to Shop Stewards**

The City will provide copies of any disciplinary actions given to bargaining unit employees to the Local Chairperson.

### **Section 5 - Requests for Documents**

City agrees to provide IUPAT with one (1) copy of the following documents upon request to the City's Human Resources Department:

- (a) City Commission Agenda with specifically requested back-up material for agenda items related to IUPAT and/or City employees generally, except for any such materials that are exempt from the Florida Public Records Law.
- (b) Proposed budget, existing budget, budget statements and year-end financial statements.
- (c) Minutes of City Commission meetings.

(d) Personnel Rules and Regulations Manual.

(e) City Manager's Weekly Report.

### **Section 6 - Copies of Agreement**

Upon ratification and execution of this Agreement, City will place a copy of this Agreement on the City's website and will provide IUPAT with fifty (50) stapled, 8-1/2" by 11-1/2" copies of this Agreement at no cost.

## **Article 10 - Solicitation of or by Employees**

### **Section 1 - No Solicitation**

Unless specifically authorized by the City Manager, all solicitations of or by City employees during working hours for commercial, charitable or union purposes and selling of tickets, magazines and other merchandise is prohibited.

### **Section 2 - No Solicitation by Organizations**

Employee organizations, their members, agents or representatives, or any persons acting on their behalf are hereby prohibited from and shall not:

- (a) Solicit public employees during work hours of any employee who is involved in the solicitation.
- (b) Distribute literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.
- (c) Solicit for commercial, charitable, or union purposes and sell tickets, magazines or other merchandise while in City uniform or attire, or while using City vehicles or equipment.

## **Article 11 - Seniority**

### **Section 1 - City Seniority**

Each regular full-time employee shall have City Seniority based on the employee's first day of current continuous full-time employment with City. City Seniority shall be used for computing annual leave accrual and pension benefits.

### **Section 2 - Department Seniority**

Each regular full-time employee shall have Department Seniority based on the employee's first day of current continuous full-time employment in their department.

### **Section 3 - Classification Seniority**

Each regular full-time employee shall have Classification Seniority based on the employee's first day of current continuous regular full-time employment in their classification.

Classification seniority shall be used for determining vacation and shift preference as openings are made available, except that the City may establish a rotation-based shift selection system for certain positions irrespective of classification seniority to ensure that seasoned employees are present during all shifts for operational needs, however if an employee is suffered to work hours other than their preferred shift as stated in this article that employee shall be paid a seniority differential of twenty five cents (\$0.25) per hour, in addition to shift differential (if applicable) provided in Article 26, Section 5 herein. This rotation shall occur semi-annually; every six (6) months. In the event that Classification Seniority in a specific classification is equal between or among employees, Department Seniority shall be used to determine the senior employee. In the event that Classification and Department Seniority are equal between or among employees, City Seniority shall be used to determine the senior employee.

## **Article 12 - Promotions/Reclassifications/Transfers**

### **Section 1 - Promotions**

The term promotion as used in this Article means the advancement of a regular full-time employee to a higher pay grade and job classification within the bargaining unit based on favorable work performance, qualifications for the position and on competitive examinations where such examinations are given.

### **Section 2 - Posting of Vacancies**

All promotional vacancies within the bargaining unit for regular, full-time employment will be posted in each department and on the City's website, except those vacancies involving a reorganization, and when there is a demotion or need for a lateral transfer in accordance with Section 7 herein. In the event a vacancy is filled via transfer, the resulting vacancy created by the move will be subject to the posting requirement. Notices shall include the job title, rate of pay, department or division, and the job requirements. Such posting shall be for a period of at least five (5) working days. A copy of the notice shall also be sent to IUPAT's Chief Steward.

### **Section 3 - Employee Applications**

During the period of posting, employees who wish to apply for the open position may do so. The application shall be in writing or online on the standard form furnished by the City and such shall be submitted to the Human Resources Department.

### **Section 4 - Filling Vacancies**

Positions shall be filled by the best qualified applicant in the judgment of the City. Where there is a tie in qualification for a promotional position, the employee with the greatest seniority shall be appointed. Where there is a tie in qualification for any position, a City employee shall be appointed over an applicant who is not a City employee.

### **Section 5 - Pay Rate upon Promotion or Reclassification**

In any case where an employee is promoted or reclassified to a higher grade and job classification, the starting rate shall be a minimum of 5% over the salary received prior to the promotion or the minimum of the pay grade for which the employee is promoted, whichever is greater, in accordance with Pay Plan grades with the recommendation of the Department Director and approval of the City Manager. Subsequent advancement shall be on the same basis as a "merit increase." A promotion institutes a new probationary period.

### **Section 6 – Pay Rate Upon Demotion**

In any case where an employee is demoted to a lower pay grade and job classification, the demoted employee's salary shall be based on the pay grade of the new position, but equivalent to the same percentile for which the employee is in the current pay grade. (e.g., an employee being paid at the 30th percentile in pay grade E12 is demoted to an E10 position. In such case, the employee will be paid at the 30th percentile for pay grade E10).

### **Section 7 – Transfers**

An employee may be transferred to another department with the same job classification and such transfer will not change the employee's pay rate, anniversary date or classification date. Transfers may be voluntary or involuntary.

### **Section 8 – Initial Probationary Period**

The initial probationary period shall be regarded as an integral part of the examination process and shall be utilized for closely observing the employee's work, for securing the most effective adjustment and training for a new employee and for rejecting any employee whose performance or conduct is not satisfactory. It shall be incumbent upon Department Directors to screen employees during the probationary period to insure only those employees performing to the best of their abilities become permanent, regular employees.

The initial probationary period is six (6) continuous months. During this period, employees shall be subject to demotion, suspension without pay, termination from employment or other disciplinary action without prior notice or the filing of specific charges and shall not have access to the Grievance Procedure contained in Article 14

of this Agreement.

Prior to the expiration of an employee's initial probationary period, the Department Director shall notify the City's Human Resources Department in writing on the appropriate form whether or not the employee has performed satisfactorily during the probationary period and recommend the appropriate action to be taken.

### **Section 9 – Promotional Probationary Period**

A trial period shall be used in connection with promotions in the same manner as a probationary period is used for original entrance appointments. The probationary period is six (6) continuous months.

However, employees promoted to a higher classification shall have rights to their former position and all other job rights including access to the Grievance Procedure contained in Article 14 of this Agreement. All positions filled as a result of a promotion shall be filled subject to the promoted employee's ability to pass the promotional probationary period. Personnel hired or promoted into the lower classification from which the employee is promoted shall not be considered permanent until the promoted employee they are replacing is made permanent in the higher classification. If the promoted employee's former position is occupied, the employee in that position will be displaced and considered laid off.

Prior to the expiration of an employee's probationary period, the Department Director shall notify the City's Human Resources Department in writing on the appropriate form whether or not the employee has performed satisfactorily during the probationary period and recommend the appropriate action to be taken.

### **Section 10 – Movements in and out of the Bargaining Unit**

Employees promoted, reclassified, demoted or transferred into a non-bargaining unit classification shall be subject to the provisions of the City's Employee Personnel Rules and Regulations, and employees moving into another bargaining unit shall be subject to the provisions of the applicable collective bargaining agreement. These provisions include pay, orientation periods and other terms and conditions of employment.

## **Article 13 - Lay-Off and Recall**

### **Section 1 - Reduction in Workforce**

When the City, in its sole discretion, determines that a reduction in its workforce is appropriate, employees covered by this Agreement shall be laid off according to the provisions of this Article.

### **Section 2 - Order of Layoff**

- (a) Full-time employees shall be laid off by Classification within a Department based on the employee's Classification Seniority, i.e., the amount of time the employee has been in the Classification he/she occupies at the time of the reduction-in-force. Any ties in Classification Seniority shall be broken by City Seniority, i.e., the amount of time the employee has continuous full-time service with the City since the



employee's date of hire.

- (b) Union Stewards (as designated pursuant to Article 9, Section 2 of this Agreement) shall have seniority above all other employees covered by this Agreement with regard to Layoffs and Recall.
- (c) However, before any full-time employee is laid off from a Classification, all employees in their initial probationary periods in that Classification shall be laid off.
- (d) Once identified for layoff from his/her present Classification and Department:
  - A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies the same Classification as the laid-off employee;
  - A full-time employee with greater City Seniority may bump (i.e., displace) the least senior (in terms of City Seniority) full-time employee within the City who occupies any Classification in which the laid-off employee has previously worked for the City as a full-time, permanent (i.e., non-probationary) employee. In such event, the full-time employees pay shall be reduced to (capped at) the maximum of the pay grade into which he/she is bumping; and
  - For purposes of this Section, any employee in the Classification of Backflow Technician at the time of a layoff shall be deemed to have previously worked for the City as a full-time, permanent (i.e., non-probationary) employee in the Classification of Maintenance Worker.

### **Section 3 - Notice of Layoff**

Full-time employees not on initial probation shall be given written notice of layoff no less than fourteen (14) calendar days in advance of the effective date of the layoff.

### **Section 4 - Recall**

- (a) Any full-time employee who is laid off shall be entitled to the provisions of this Section for up to 18 months from the effective date of his/her layoff.
- (b) Any full-time employee who is laid off shall be entitled to recall to the Classification from which he/she was laid off in reverse order of his/her Classification Seniority.
- (c) Employees entitled to the provisions of this Section shall be responsible for notifying the City's Human Resources Department of their current address-of-record and telephone number, as well as any changes to such contact information.
- (d) Employees being recalled to a Classification shall report for work no later than three (3) work days after their notification of recall. Any employee who fails to respond as required by this Sub-Section shall be terminated from employment for the abandonment of his/her position.
- (e) Employees who are not recalled within 18 months from the effective date of their layoff shall be terminated from employment pursuant to this Section.

## **Article 14 - Grievance and Arbitration Procedures**

### **Section 1 - Definition of Grievance**

A grievance is a difference or dispute between an employee and City, or between IUPAT and the City, regarding the interpretation, application or violation of the express terms of this Agreement.

### **Section 2 - Requirements of Written Grievance**

A written grievance submitted at any Step of the Grievance Procedure provided in this Article shall be on the form provided in Appendix B of this Agreement, and shall contain the following information:

- The date the grievance is being submitted;
- The printed name and signature of the IUPAT Steward, if applicable;
- The Step at which the grievance is being submitted;
- The name of the person to whom the grievance is being submitted;
- The date of the occurrence giving rise to the grievance;
- The Article(s) and Section(s) of the Agreement allegedly violated;
- A brief statement describing what happened and the person(s) involved;
- The corrective action (i.e., remedy) being sought; and
- The printed name and signature of the Grievant.

Written grievances which do not include the above information will be returned to the Grievant for correction and resubmission no more than two (2) times. Upon the first return of a grievance for insufficiency, the Grievant shall make all necessary revisions and re-submit the grievance within three (3) work days after the City's return of the grievance. Upon a second return of a grievance for insufficiency, the Grievant shall make all necessary revisions and re-submit the grievance within two (2) work days after the City's return of the grievance. Failure to do so shall result in the grievance being deemed null and void and bar any further processing of the grievance.

### **Section 3 - Time Limitations**

- (a) No grievance shall be considered or processed under this Article unless it is submitted within the time limits set forth in this Article. However, IUPAT and City may mutually agree in writing to extend any of the time limits set forth in this Article.
- (b) The Grievant shall be responsible for documenting/proving the timely receipt of a written grievance at each of the Steps contained in the Grievance Procedure provided in Section 4 of this Agreement. The appropriate City representative shall be responsible for documenting/proving the timely delivery of a written answer to both the Grievant and IUPAT at each of the Steps contained in the Grievance Procedure provided in Section 4 of this Agreement.
- (c) If a grievance is not presented within the time limits set forth in this Article (or within any time limits mutually agreed to in writing by IUPAT and City), said grievance shall be deemed settled on the basis of City's last answer to such grievance. If City fails to provide an answer within the time limits set forth in this Article (or within any time limits mutually agreed to in writing by IUPAT and City), the Grievant may elect to treat the grievance as denied and appeal the grievance to the next step.

- (d) The term “work days” shall refer to the days Monday through Friday, inclusive. Saturdays, Sundays and holidays (as recognized by this Agreement) shall not be considered “work days” for any purposes under this Article.

#### **Section 4 - Grievance Procedure**

- (a) A grievance must be submitted within ten (10) work days following the event giving rise to the grievance or within ten (10) work days of the time the Grievant should have reasonably learned of such event.
- (b) Grievances shall be processed as follows:

##### **Step 1**

##### **Written Grievance to Immediate Supervisor**

A written grievance shall be submitted to the Grievant’s most immediate, non-unit Supervisor (i.e., the first Supervisor not included in the bargaining unit covered by this Agreement). The Supervisor shall sign and date the Grievance upon receipt, shall meet with the employee and the employee’s IUPAT Representative in an attempt to resolve the grievance, and shall issue a written answer to the written grievance within ten (10) work days of the Supervisor’s receipt of the grievance at Step 1.

##### **Step 2**

##### **Written Grievance to Department Director**

If the grievance is not resolved at Step 1, a written grievance shall be submitted to the appropriate Department Director within five (5) work days of the Grievant’s receipt of the Supervisor’s written answer at Step 1.

The Department Director shall then issue a written answer to the grievance within five (5) work days of the Department Director’s receipt of the grievance at Step 2.

##### **Step 3**

##### **Written Appeal to City’s Director of Human Resources and Risk Management**

If the grievance is not resolved at Step 2, a written grievance shall be submitted to the City’s Director of Human Resources and Risk Management within five (5) work days of the Grievant’s receipt of the Department Director’s written answer at Step 2.

The Director of Human Resources and Risk Management shall then issue a written answer to the grievance within ten (10) work days of the Director of Human Resources and Risk Management’s receipt of the grievance at Step 3.

##### **Step 4**

##### **Written Appeal to City Manager**

If the grievance is not resolved at Step 3, a written grievance shall be submitted to the City Manager within five (5) work days of the Grievant’s receipt of the Director of Human Resources and Risk Management’s written answer at Step 3.

The City Manager shall then issue a written answer to the grievance within ten (10) work days of the City Manager’s receipt of the grievance at Step 4.

**Step 5**  
**Written Request for Arbitration**

- (a) If a grievance is not resolved at Step 4, IUPAT (and only IUPAT) may file a written request for arbitration with the Federal Mediation and Conciliation Service [FMCS] within ten (10) work days of the Grievant's receipt of the City Manager's written answer at Step 4.
- (b) IUPAT shall request a list of seven (7) arbitrators located (or billing from) the State of Florida from the FMCS. The parties shall each alternately strike three (3) names from such list from said list, with IUPAT striking first. The remaining name shall be the arbitrator.
- (c) The arbitrator shall promptly conduct the hearing on the grievance at which both IUPAT and the City shall be permitted to present their evidence and arguments. The decision of the arbitrator shall be rendered in writing with copies furnished both to IUPAT and the City no later than thirty (30) calendar days after the conclusion of the hearing.
- (d) The arbitrator shall limit his/her opinion to the interpretation or application of this Agreement and shall have no power to amend, modify, nullify, ignore or add to the provisions of this Agreement.
- (e) IUPAT and the City shall each bear the expense of their respective witnesses and representatives. The expenses of the arbitrator shall be paid in equal shares by IUPAT and the City.
- (f) Employees required to testify at an arbitration hearing will be made available without loss of pay by the City. However, whenever possible, employees shall be placed on call to minimize time lost from work and shall return to work upon completion of their testimony.

## **Article 15 - Temporary Assignments**

### **Section 1 - Temporary Assignments**

A regular full-time employee who is temporarily assigned the duties and responsibilities of a position which has a higher pay classification shall be compensated at a rate commensurate with the responsibilities assumed in the higher classification after serving at least two weeks in the temporary assignment, but in no case shall the temporary adjustment be less than 5%. However, any employee assigned to temporarily fill a vacancy (i.e. an unfilled position) shall receive an increase in pay on the first day. This provision does not include temporary time due to an employee on scheduled leave. All such temporary assignments must be reported to and approved by the City Manager before a higher rate of compensation can be made. At conclusion of the assignment, the employee's pay shall revert to the authorized rate established for the regular position. Any such temporary increase granted shall not affect the employee's eligibility for normal merit advancements on the anniversary date.

### **Section 2 - Temporary Assignments in Excess of 180 Days**

Should a regular full-time employee be required to perform duties in a classification higher than that which such employee holds on a permanent basis, such employee shall not be required to continue such duties for a period longer than 180 calendar days without permanent advancement to the position, except in cases of extended illness or other emergencies as determined by the City Manager.

## **Article 16 - Drug Free Workplace Program**

### **Section 1 - Drug and Alcohol Abuse Policy**

The City recognizes that City employees are not immune from the problems which face society in general, including alcohol and drugs. While the City does not presently have reason to believe that any employee is abusing drugs or alcohol, the only effective means of avoiding potential problems is through a comprehensive policy directed against alcohol and drug abuse by employees.

The following constitutes a violation of the City's Drug and Alcohol Abuse Policy applicable to regular full-time and regular part-time employees:

- (a) The use of or being under the influence of intoxicants or drugs while on duty.
- (b) The use of or being under the influence of intoxicants or drugs when wearing a City uniform, whether on or off duty.
- (c) The unlawful manufacture, distribution, dispensation, possession and use of any controlled substance including prescription drugs.
- (d) Failure to notify the Human Resources Department of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction. A violation of the City's Drug Free Workplace Program may subject the employee to disciplinary action up to and including termination.

## **Section 2 - Definitions**

Under the influence of alcohol shall mean testing positive for the presence of alcohol based upon the guidelines of Section 440.101, or 440.102, Florida Statutes, or Florida Administrative Code 59A-24 (unless a stricter standard is authorized by law for a specified job position).

Under the influence of drugs shall mean testing positive for the presence of drugs based upon the standards set forth in Section 440.101 or 440.102, Florida Statutes, or Florida Administrative Code 59A-24 (unless a stricter standard is authorized by law for a specified job position), or Title 21 United States Code (USC) Controlled Substances Act; provided that any statutory standard which is more strict shall apply. Drug shall mean any controlled substance as defined in Chapter 893, Florida Statutes or any substance defined as a drug in Section 440.102, Florida Statutes, or Title 21 USC.

## **Section 3 - Testing**

All testing for alcohol or drugs shall be undertaken as follows:

- (a) There shall be two tests conducted by the City. If the first test is negative, there shall be no second test, unless the City has reason to believe there was some irregularity in the administration or analysis of the first test. The second (confirmatory) test shall be a gas chromatography mass spectrometry (GC/MS test) or such other equivalent or more accurate scientifically accepted test, at the City's option. It shall be this second, confirmatory test, which shall be the determinant for the City as to whether the employee or applicant was under the influence of alcohol or drugs and which shall trigger disciplinary action against employees and a determination not to hire job applicants.
- (b) A sample shall be collected with due regard to the privacy of the individual providing the sample, and in a manner reasonably calculated to prevent substitution or contamination of the sample.
- (c) Specimen collection shall be documented, and the documentation procedures shall include:
  - 1) Labeling specimen containers to preclude erroneous identification;
  - 2) A form for the employee or applicant to provide any information he/she considers relevant to the test, including identification of currently or recently used prescription or nonprescription medication or other relevant medical information. Such form shall provide notice of the most common medications by brand name or common name, as applicable, as well as by chemical name, which may alter or affect a drug test. The providing of information shall not preclude the administration of the drug test, but shall be taken into account in interpreting any positive confirmed results; and
  - 3) A consent form.
- (d) Specimen collection, storage, and transportation to the testing site shall be performed in a manner which will reasonably preclude specimen contamination or adulteration.

- (e) A specimen for a drug test may be taken by any person authorized to do so by *Florida Statutes* Chapter 440.102.
- (f) Specimens shall be sufficient for two drug tests as determined by the Department of Health and Rehabilitative Services.
- (g) Every specimen that produces a positive confirmed result shall be preserved by the licensed laboratory that conducts the confirmation test for a period of at least 210 days after the results of the positive confirmation test are mailed or otherwise delivered to the employer. However, if an employee or job applicant undertakes an administrative or legal challenge to the test result, the employee or applicant shall have the responsibility to notify the laboratory and the sample shall be retained by the laboratory until the case or administrative appeal is settled. During the 180 day period after written notification of a positive test result, the employee or job applicant who has provided the specimen shall be permitted to have a portion of the specimen retested, at the employee's or applicant's expense at another laboratory, licensed and approved by the Department of Health and Rehabilitative Services, chosen by the employee or applicant; provided that the employee or applicant shall provide notice to the City of his/her desire to undertake such a test within five working days of receipt of the results of a positive confirmatory test or notice from the City that the applicant or employee's timely explanation was unsatisfactory whichever occurs later. The second laboratory must test at equal or greater sensitivity for the drug in question as the first laboratory. The first laboratory which performed the test for the employer shall be responsible for the transfer of the portion of the specimen to be retested, and for the integrity of the chain of custody during such transfer.
- (h) Within five working days after receipt of a positive confirmatory test result from the testing laboratory, the City shall inform an employee or job applicant in writing of such positive test result, shall provide a copy of the test result and shall provide a statement of the consequences of such result and the options available to the employee or job applicant.
- (i) Within five working days after receiving notice of a positive confirmatory test result, the employee or job applicant may submit information in writing to the employer explaining or contesting the test results, and why the results do not constitute a violation of the employer's policy.
- (j) If the City deems the explanation or challenge to be unsatisfactory, it shall provide a written explanation as to why the employee's or job applicant's explanation is unsatisfactory. Such documentation shall be kept confidential as provided by law and shall be retained for at least one year.
- (k) The City shall employ chain-of-custody procedures as established by the Department of Health and Rehabilitative Services.
- (l) An applicant whose second test confirms the original positive test result may, at the applicant's expense, have a third test (being a gas chromatography/mass spectrometry (GC/MS test) conducted on the original sample at a laboratory approved by the City.
- (m) The City shall pay the costs of the initial and the first confirmation test; the employee

or job applicant shall pay for any test which he/she requests. Payment shall be made by the employee upon requesting the test.

- (n) Should an applicant or employee fail to request a third test, after a positive confirmatory test by the City, within five days after receiving the notice of positive results from the City or notice of the City's determination that the applicant or employee's timely explanation was unsatisfactory, whichever occurs later, the employee or applicant shall waive any claims to a position lost as a result of the positive confirmatory test. A job applicant shall, in no event, be entitled to a position applied for and filled during any review of positive tests or other challenge.
- (o) An employee shall have access to the grievance procedure provided in the Personnel Rules and Regulations or Article 14 of this Agreement.
- (p) Upon detecting a false positive error, the City shall notify the laboratory and the Florida Department of Health and Rehabilitative Services of any such error.
- (q) The laboratory shall not disclose any information relative to the health or mental condition of the tested employee except as provided by law. The City shall not request or receive from the testing facility any information concerning the personal health, habit, or condition of the employee (other than the drug test results) including, but not limited to, the presence of HIV antibodies in an injured employee's body fluids.

#### **Section 4 - Medications**

Below are listed the most common medications by brand name or common name, and chemical name, which may alter or affect a drug test as listed by the Department of Health and Rehabilitative Services and *Florida Statutes* Chapter 440.102 (a):

- I. Alcohol. All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25 per cent (50 proof) ethyl alcohol, Comtrex is 20 per cent (40 proof), Contact Severe Cold Formula Night Strength is 25 per cent (50 proof), and Listerine is 26.9 per cent (54 proof).
- II. Amphetamines. Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex.
- III. Cannabinoids. Marinol (Dronabinol, THC).
- IV. Cocaine. Cocaine HCl Topical Solution (Roxanne).
- V. Phencyclidine. Not legal by prescription.
- VI. Methaqualone. Not legal by prescription.
- VII. Opiates. Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, etc.
- VIII. Barbiturates. Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad,



etc.

- IX. Benzodiazepines. Ativan, Azene, Clonopin, Dalmane, Diazepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxzone, Valium, Verstran, Xanax.
- X. Methadone. Dolophine, Methadose.
- XI. Propoxyphene. Darvocet, Darvon N, Dolene, etc.
- XII. Hallucinogens. L.S.D., Payote, etc.
- XIII. Synthetic Narcotics.
- XIV. Designer Drugs

### **Section 5 - Privacy in Drug Testing**

Urine samples shall be provided in a private restroom stall or similar enclosure so that employees and applicants may not be viewed while providing the sample. Bags, briefcases, purses and other containers may not be carried into the test area. The water in the commode shall be colored with dye to protect against dilution of test samples.

### **Section 6 - Drug Testing for Applicants**

A drug test will be given to all job applicant finalists for safety sensitive positions, which is defined in Section 440.102, Florida Statutes as a part of the pre-employment physical examination prior to hiring. A refusal to take the drug test will disqualify the applicant from further consideration for hiring.

Job applicants and employees have the right to consult the medical review officer or testing laboratory for technical information regarding prescription and non-prescription medication.

Job applicants will no longer be considered for employment if their test results have been confirmed positive by the medical review officer subject to the review procedures contained herein.

### **Section 7 - Current Employee Testing**

#### **(a) Testing for Reasonable Suspicion**

The City may require a current City employee to undergo drug testing and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means an articulatable belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

A pattern of abnormal or erratic behavior or a significant deterioration in work performance,

Information provided by a reliable and credible source,

A work-related accident, that the employee has caused or contributed to, Direct observation of drug or alcohol use,

A report of drug use, provided by a reliable and credible source, which has been independently corroborated,

Presence of the physical symptoms of drug and alcohol use (i.e., glassy or bloodshot eyes, alcohol or marijuana odor on breath, slurred speech, poor coordination and/or reflexes),

Increased absenteeism,

Substandard work,

Increased disciplinary incidents,

Deteriorating work relationships,

Increased inattentiveness and absentmindedness,

Increased hostility toward the public or other employees, Frequent need for work breaks,

Evidence that an individual has tampered with a drug test during his employment with the City,

Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on City premises or while operating City vehicles, machinery or equipment, and/or

Mood swings.

Where testing is based upon reasonable suspicion, supervisors are required to detail in writing on the form available in the Human Resources Department the specific facts, symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. If the Department Head/Director concurs that sufficient suspicion exists to warrant testing, he/she shall submit his/her findings to the Director of Human Resources and Risk Management and a drug test shall be given. If the Director of Human Resources and Risk Management is not available, findings may be submitted to the City Manager, Assistant City Manager or Risk/Benefits Officer, in that order.

#### (b) Testing for Cause

Moving-Vehicle and Non-Moving Vehicle Accident - If an employee causes or contributes to the cause of an accident that results in damage to the City's and/or member of the public's property, the employee must submit to a drug test. Following the drug test, if not under the influence of any controlled substance, the employee may return to work. In all situations, the accident must be immediately reported by the employee to his/her supervisor.

On-Duty Injury – If an employee suffers an injury, while on-duty, he/she must submit to a drug test. The employee will be provided an authorization form to take to the testing facility. Upon becoming aware of the injury, the employee must immediately report to his/her supervisor.

(c) Routine Fitness for Duty

An employee will submit to a drug test if the test is conducted as a part of routinely scheduled employee fitness-for-duty medical examination that is part of the City's established policy or that is scheduled routinely for all members of an employment classification or group, and approved as a prerequisite by the City.

(d) Random Drug Testing

In addition to employees who are required to submit to random drug testing to be in compliance with state and/or federal regulations, random drug testing will also be conducted for any employees holding mandatory-testing positions as defined in Section 440.102 Florida Statutes.

The City will have a program of random drug testing utilizing a computer-based program that will randomly select employees with no greater frequency than on a monthly basis. No employee shall be randomly tested in excess of three times in any calendar year, except as may be required in accordance with applicable law. The City shall notify the supervisor of each employee selected for random testing. The supervisor shall be responsible for ensuring that the employee is immediately taken to the testing site. Random testing will be limited to urine and/or breath analysis.

(e) Additional Testing

Additional testing may also be conducted as required by applicable state or federal laws, rules, or regulations and as set forth herein or permitted by Section 440.102, Florida Statutes.

(f) Refusal to Test

Employees who refuse to submit to an alcohol and/or other drug test may forfeit their eligibility for all workers' compensation medical and indemnity benefits. Refusal to submit to an alcohol and/or other drug test will be considered a violation of a lawful and reasonable regulation or order and insubordination. As such it shall result in separation from the City service.

(g) Employee Status After Test

Following a drug test for reasonable suspicion, accident or injury, the employee cannot return to work until the City receives and reviews the results of the drug test. If the test is negative, the employee shall receive regular salary for hours of work lost.

Job applicants and employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.

**Section 8 - Voluntary Identification**

No disciplinary action shall be taken against employees who voluntarily identify themselves as drug users or alcohol abusers, obtain counseling and rehabilitation through the City's Employee Assistance Program and thereafter refrain from violating the City's policy on drug and alcohol abuse. The Employee Assistance Program can give information as to other local alcohol and drug rehabilitation programs. However, to be exempt from such disciplinary action the employee must seek counseling and rehabilitation and notify the City of such counseling prior to being asked to take a drug test.

### **Section 9 - Education**

The City shall conduct an annual education program to alert its employees to the dangers of the abuse of drugs and alcohol, the effects of drug and alcohol abuse on job performance and the consequences of such abuse in the workplace.

### **Section 10 - Collective Bargaining Agreement**

The City's collective bargaining agreement with IUPAT contains the City's Drug Free Work Place Policy by reference and falls under the jurisdiction of PERC (Public Employees Relations Commission) and its appeal procedures.

## **Article 17 - Uniforms and Equipment**

### **Section 1 - Cleaning**

The City will provide and pay for the cleaning of uniforms for those regular full-time and regular part-time employees required by the City to wear uniforms on the job. Where the City requires employees to wear safety shoes, the City will provide such safety shoes to the employees via the issuance of an annual allowance of \$150 to cover the purchase of said safety shoes. The bargaining unit member shall be on active duty at the time of payment, (i.e., not on any type of paid or unpaid leave-of absence), in order to receive payment. If a newly-hired bargaining unit member's position requires safety shoes, the newly hired bargaining unit member will be issued a \$150 in their first check to cover the purchase of said safety shoes.

### **Section 2 - Responsibility for Return**

Upon termination of employment, the employee shall return to the City all uniforms, tools and equipment assigned to him/her in the same condition they were in at the time the employee received them, normal wear and tear excepted. If the employee fails to return any item, or if he/she returns any item in a damaged condition due to causes other than normal wear and tear, the cost of repair or replacement of the item shall be deducted from the employee's final pay check.

### **Section 3 - Sunglasses**

The City agrees to provide 100% UV-protected sunglasses to all full-time ocean rescue personnel via the issuance of an annual allowance of \$100 to cover the purchase of sunglasses. The bargaining unit member shall be on active duty at the time of payment, (i.e., not on any type of paid or unpaid leave-of absence), in order to receive payment. If a newly-hired bargaining unit member's position requires sunglasses, the newly hired bargaining unit member will be issued a \$100 in their first check to cover the purchase.

#### **Section 4 - Repair or Replacement**

The City agrees to repair or replace shoes, prescription glasses, contact lenses or dentures which become damaged or lost through no fault of the employee while the employee is acting in the performance of his/her duties and provided that all safety procedures have been adhered to by the employee. Personal items such as jewelry, personal cell phones, sunglasses, etc., are not covered. Personal watches will be covered up to a maximum of \$50.00.

The employee is required to notify his/her supervisor of the loss or damage immediately, or as soon as possible during the same workday. A Damage, Loss or Theft report must be filled out and signed by the supervisor, and a receipt for the replacement or repair of the item must be attached.

### **Article 18 - Safety and Health**

#### **Section 1 - Accident Review Team (ART)**

(a) Once each calendar quarter, the City's Human Resources Department shall convene a meeting of the Accident Review Team (ART), during which members of the team shall receive information regarding any at-fault accident involving a City employee during the immediately preceding three (3) month period.

(b) The purpose of the ART shall be to review the at-fault accidents that occurred, to discuss the information provided, and to provide the Human Resources Department with recommendations regarding how to avoid such accidents in the future.

(c) The ART shall consist of a Human Resources Department representative, up to four Management representatives and up to five IUPAT representatives.

#### **Section 2 - Safety and Health**

The City will make reasonable provision for the safety and health of its employees during hours of employment. The City will comply with all Federal, State and local laws regarding safety and working conditions. The safety standards to be applied are those contained in Federal OSHA 29 CFR 1910. Where unsafe and sub-standard conditions exist, the City will correct them to the best of its ability.

#### **Section 3 - Safety Issue for Ocean Rescue**

The City agrees to provide ocean rescue personnel, full-time and part-time, with sunblock, bathing suits, short sleeve T-shirts, long sleeve T-shirts, jackets, sweat suits, and tank-top shirts. The City will not require lifeguards to wear UV rated shirts at all times, providing IUPAT would not require an annual mandatory skin cancer screening for all regular, full-time ocean rescue personnel.

### **Article 19 - In-Service Training and Educational Reimbursement**

#### **Section 1 - Payment for Training**

All regular full-time employees required by the City to attend any training and/or health and

safety program shall be compensated at their regular rate of pay for the length of time they are required to attend such program and pay for the training.

## **Section 2 - Training Provisions**

The City will make a reasonable effort to give equal opportunity for training to all regular full-time employees in a job classification in the same division. Priority shall be given to seniority by division, by job classification and then to equally distributing training opportunities.

Any training offered or provided by the City shall be made available first on a seniority by division and job classification basis. For example, training pertaining to Maintenance Workers I in the Parks Maintenance Division shall be made available first to the employee who has held the position of Maintenance Worker I in the Parks Maintenance Division for the longest period of time. If such training is optional on the part of the employee and if an employee declines the offered training, it shall then be offered to the next most senior Maintenance Worker I in the Parks Maintenance Division and so on down the line until the available slots for a particular in-service training session have been filled. The next opportunity for training pertaining to Maintenance Worker I in the Parks Maintenance Division shall be offered first to the most senior Maintenance Worker I in the Parks Maintenance Division who has not yet had such training.

One exception to the above is when such training is specific to an individual's work task or specific training needs. In such case, an individual might be referred for training without regard to seniority.

## **Section 3 - Payment for Certification**

Regular full-time employees who obtain one or more certifications preferred in the job description for his/her position shall receive a one (1) time \$500.00 payment. Each employee shall be limited to only one (1) payment and regular full-time employees who received payment under this provision prior to the ratification of this Agreement are not eligible for another payment under this provision.

## **Section 4 - ASE Certification**

Mechanics who obtain and maintain all ASE certifications required in their job description, shall receive an additional \$10.00 per pay period. Mechanics who obtain and maintain a Master ASE certificate shall receive an additional \$15.00 per pay period.

## **Section 5 - EMT Certification**

Full-time Ocean Lifeguards who obtain and maintain EMT certification shall receive a 5% increase over their base pay.

## **Section 6 – Educational Reimbursement**

All IUPAT employees are eligible to receive educational reimbursement for undergraduate and graduate coursework according to the following criteria and schedule of benefits. The Tuition Reimbursement Program pertains to training and educational courses taken voluntarily by the employee. Course or training that the employee is required to attend by

the City will not be funded through this program. This program is not meant to replace existing funding mechanisms for departmental certifications and trainings that are already being subsidized by the City.

## 1: Budgetary Process

- a) The list of projections will be used to assist in determining the budget allocation for the program but does not dictate the level of funding.

## 2: Eligibility

- a) All regular full-time employees who have completed a minimum of one year of continuous service are eligible to participate in the City's Tuition Reimbursement Program.
- b) Employees currently receiving any tuition reimbursement from another funding source, such as scholarships, Veteran's Administration or Federal/State grants, are not eligible to receive education assistance from the City.
- c) Reimbursements for educational expenses will be considered for courses completed at a college, university, community college, trade/vocational school, or professional institution that has been accredited by the Southern Association of Colleges and Schools, or another national or regional accrediting agency recognized by the U.S. Secretary of Education, as listed at <http://ope.ed.gov/accreditation>. By completing the required form and participating in this program, the employee is affirming that he/she is not receiving any other benefit from an outside source.
- d) The course of instruction or degree sought must be one that, in the judgment of the Department Director and the Department of Human Resources, directly relates to the employee's current position, a similar City position, or to a higher-level position within the City to which the employee could reasonably aspire through promotion, subject to limitations in Section 2(f).
- e) Employees may request approval for undergraduate or graduate level tuition reimbursement courses, not to exceed 2 classes per semester, up to 3 credit hours per class (four hours for courses with a laboratory, for a maximum of five (5) classes per fiscal year). Doctorate programs are not included in this program and are therefore not reimbursable. The amount of reimbursement will be based on the employee's grade in each course, as provided in section 6 of this article.
- f) Courses that are not directly related to an employee's current position but are a requirement of a degree program may be eligible for reimbursement if the degree being sought relates to employment with the City as defined in section 2(d).
- g) Employees must be in good standing to be eligible. For purposes of this Article, good standing shall be defined as an employee who has not received any formal discipline, a performance improvement plan or an unsatisfactory performance evaluation within the last 6 months.
- h) Termination of employment, for any reason, prior to completion of course(s) will

make the employee ineligible for tuition reimbursement.

- i) If an employee terminates from the City within two years from the completion of course(s), the City will deduct from the employee's final paycheck the full tuition assistance amount received within the final two years of employment. In the event that the employee's final paycheck is less than the amount reimbursed and employee fails to reimburse the City within 30 days, the City shall pursue such means as may be necessary to recover the full amount. In the event the services of an attorney are required to collect the unrecovered amount, such attorney fees and court costs shall be added to the reimbursement owed to the City.

### Section 3: Reimbursement Amount

- a. An employee enrolling in an approved degree program shall be eligible for reimbursement at the rate per course not to exceed the rate established by the Florida Atlantic University for a Bachelor's degree program or Broward Community College for an Associate's degree program at the time of the employee's course enrollment. This reimbursement amount shall apply regardless of the employee's election to attend a private education institution
- b. The reimbursement schedule for undergraduate coursework will be based on grades received by the employee as follows:
  - 100% for a grade of "A"
  - 90% for a grade of "B"
  - 75% for a grade of "C"

The City will not provide any amount of tuition reimbursement if the employee earns a grade of "D," "F" or receives an "Incomplete" mark. Pass/Fail courses within a degree program are not eligible for reimbursement.

Master's Degree program will only be reimbursed for an "A" grade.

- c. The City will provide reimbursement up to a maximum of \$5,250.00 per tax (calendar) year based on current federal taxation requirements and limits, or as may be modified in future years. Reimbursements to an employee in excess of IRS limits creates tax liability for the employee.
- d. Employees are eligible for a maximum of one degree at each level (Associates, Bachelors, Masters)
- e. Books and required laboratory fees are eligible for reimbursement but shall be limited to \$250 per semester and are subject to the employee earning a grade of A, B or C in the course. All other expenses, including but not limited to, those for parking, supplies or nonlaboratory fees, are the employee's responsibility and are not eligible for reimbursement.

### Section 4: Reimbursement Process

- a. After completion of classes, the employee shall send a completed copy of the Tuition Reimbursement Certification form, including required documents to the Department of Human Resources within thirty (30) days. The Tuition Reimbursement Certification



form is attached hereto and incorporated herein. The employee shall also disclose and provide documents showing all financial aid (including, but not limited to, scholarships, grants, stipends, waivers, discounts, fellowships, military and veterans' benefits) and other non-refundable financial aid received by the employee used to pay tuition and other costs. The combined total of the employee's financial aid and the City's reimbursement to the employee shall not exceed 100% of the tuition and eligible costs and fees. The reimbursement may be reduced to satisfy this rule.

Administrative operation procedures pertaining to the Tuition Reimbursement Program may be amended by the City Manager from time to time as appropriate.

This program is an additional benefit for employees to further their education, but it should not be construed as an inducement or requirement that employees must seek additional education. No additional benefit, promotion, salary increase, or other consideration is offered nor should be construed to be offered, unless specifically given in writing to the employee by the City Manager.

## **Article 20 - Performance Evaluations**

### **Section 1 - Performance Evaluations**

All bargaining unit employees will receive a written evaluation from their Department each year using the form provided in Appendix G of this Agreement. Employees will be evaluated on their performance and expected to meet only performance standards as defined in their position description. All such performance standards will be job-related.

A bargaining unit employee who does not meet performance standards in their overall rating will be denied merit increase. A bargaining unit employee who is satisfactorily meeting their performance standards will receive a merit increase in accordance with Appendix G.

All bargaining unit employees, however, will be granted a pre-evaluation meeting on or around six (6) months into their respective evaluation period. At the pre-evaluation meeting, employees will receive one of the following notifications by their supervisors: not meeting the performance standards, satisfactorily meeting performance standards, or exceeding the performance standards. Depending on the circumstances, the supervisor will detail the area(s) to be corrected prior to the receipt of their annual performance evaluation.

### **Section 2 – Probationary Performance Evaluation**

Probationary bargaining unit employees will be evaluated on a more frequent basis. For the probationary period, employees will be periodically evaluated using the form provided in Appendix G during the six (6) month initial orientation period from date-of-hire. Promoted bargaining unit employees will be evaluated using the form provided in Appendix G during their six (6) month promotional orientation period.

## **Article 21 - Employee Discipline**

### **Section 1 - Employee Discipline**

(a) High standards of conduct are expected of employees in order to preserve the City's reputation and to insure an equitable, safe and productive work environment.

(b) Employee Discipline shall be for Just Cause.

(c) Employees shall be allowed the presence and representation of an IUPAT Chief Steward or Stewards during: (1) any investigatory meeting which may result in employee discipline; and (2) any meeting in which employee discipline is imposed.

If City specifically calls a meeting for the purpose of investigation or the imposition of discipline, the City shall apprise an employee of his/her rights under this Section prior to the start of the meeting.

(d) For purposes of this Agreement, employee discipline shall be limited to the following personnel actions: Documented Oral Reprimand; Written Reprimand; Suspension Without Pay; Demotion; and termination from employment.

(e) Generally, the City will follow a Corrective Discipline System (hereinafter referred to as the CDS) whereby less severe forms of discipline are issued prior to the imposition of more severe forms of discipline when an employee fails to correct his/her work-related performance and/or conduct after being given a reasonable opportunity to do so.

The CDS shall consist of the following steps:

#### **Oral Counseling**

A Supervisor shall notify an employee regarding any work-related performance and/or conduct issues and shall inform the employee of the Supervisor's specific expectations for improvement. Counseling shall not be considered employee discipline.

#### **Documented Oral Reprimand**

If the work-related performance and/or conduct issues continue, the Supervisor shall issue an Oral Reprimand. The reprimand shall be documented by a written memorandum indicating the date on which the Oral Reprimand was issued, the issue(s) that were addressed, and the Supervisor's expectations for improvement.

#### **Written Reprimand**

If the work-related performance and/or conduct issues continue, the Supervisor shall issue a Written Reprimand. The reprimand shall be documented by a written memorandum indicating the date on which the Written Reprimand was issued, the issue(s) that were addressed, and the Supervisor's expectations for improvement.

#### **Suspension Without Pay**

If the work-related performance and/or conduct issues continue, the Supervisor shall meet with his/her Department Director to discuss a Suspension Without Pay. Provided the Department Director is in agreement, a Suspension Without Pay shall be documented by a written memorandum indicating the date on which the suspension was issued, the issue(s) that were addressed, and the Department's expectations for improvement. The written memorandum shall also include the number of days for which the employee is being suspended without pay and the dates of such suspension.

#### **Demotion or Termination**

If the work-related performance and/or conduct issues continue, the Department Director shall contact the Human Resources Department and submit a written memorandum recommending that the City Manager terminate the employee from employment with the

City.

A copy of the written memorandum shall also be given to the employee and IUPAT. Upon his/her receipt of the Department Director's recommendation, the employee shall be placed on Administrative Leave With Pay until the City's Manager's action on such recommendation.

An employee recommended for Demotion or Termination from employment shall be entitled to a meeting with the City Manager prior to the City Manager's action on the recommendation, provided that the employee requests such meeting in writing that is received by the City Manager's Office no later than three (3) work days after the employee's receipt of the Department Director's recommendation.

If the employee does not request a meeting with the City Manager within three (3) work days, the employee's right to a predetermination meeting shall be considered waived.

During his/her meeting with the City Manager, the employee (or any representative of the employee's choice) shall present whatever information the employee wishes to be considered by the City Manager before taking any action on the Department Director's recommendation.

The City Manager's decision regarding the Department Director's recommendation shall be final.

## **Section 2 - Grounds for Employee Discipline**

The following shall be deemed sufficient/just cause for employee discipline:

- (a) Being charged with a felony (with right of City to suspend employee without pay until the charge(s) has/have been resolved).
- (b) Violations of safety rules and practices.
- (c) Has violated any lawful and reasonable regulation or order or failed to obey any lawful or reasonable direction made and given by a superior.
- (d) Violation of the City's Drug Policy as described in Article 16 of this Agreement.
- (e) Has contracted some mental or physical ailment or defect which incapacitates him/her for usefulness in the present job.
- (f) Concerted curtailment or restriction of production or interference with work in or about the City's property, including, but not limited to, instigating, leading or participating in any walkout, strike, sit-down, slowdown or refusal to return to work at the scheduled time for the scheduled shift.
- (g) Has been guilty of acts which amount to insubordination or of disgraceful conduct.
- (h) Has been offensive in conduct or language toward the public, toward City officials or toward other employees.
- (i) Misappropriation, misuse or unauthorized use of City equipment, tools, funds, machines, etc.

- (j) Falsification or significant omissions of personal or City records verbally or in writing, including employment applications, accident records, work records, purchase orders, time sheets or any other report or record.
- (k) Incompetence, inefficiency or repeated neglect of assigned duties.
- (l) Has been incompetent, negligent or inefficient to such an extent that the employee's performance evaluations fall below a reasonable standard.
- (m) Has used, or threatened to use, or attempted to use political influence in securing promotion, leave of absence, transfer or change of class, pay, or character of work.
- (n) Has been habitually tardy or absent from duty.
- (o) Unauthorized absence from duty.
- (p) Violation of the State of Florida Ethics Law.
- (q) That the employee is antagonistic in his attitude toward supervisory or fellow employees, criticizing orders or rules issued and policies adopted by his superiors or so conducts himself as to interfere with the proper coordination of the employees of the City to the detriment of efficient public service.
- (r) Violating internal departmental rules and regulations that have been posted or which the employee has received a copy.
- (s) Vending, soliciting or collecting contributions for any purpose whatsoever at any time on City premises unless authorized by the Department Head/Director or City Manager.
- (t) Making or publishing of false, vicious or malicious statements concerning any employee, supervisor, the City or its operation.
- (u) Suspension or revocation of valid driver's license required for job performance.
- (v) Operating any City vehicle or equipment without a valid Florida driver's license and/or certification or with wrong endorsements required by law for that vehicle.
- (w) Misuse of City property or neglect with respect to City property.
- (x) Quitting work, wasting time, loitering, or leaving assigned work area during working hours without permission.
- (y) Taking more than the allotted time for meals or break periods.
- (z) Engaging in gambling, lottery, or any other game of chance at City work stations at any time.
- (aa) Failing to report to a supervisor or department Director a request for information or receipt of a subpoena for a matter relating to City business.

- (bb) Knowingly reporting for work with a serious communicable disease.
- (cc) Discussing with members of the City Commission matters relating to an employee's employment status. The employees covered by this agreement shall not have their legal right to engage or communicate with elected official in their capacity as City residents.
- (dd) Unauthorized use, possession or display of firearms, explosives or weapons on City property.
- (ee) Theft of or removal without proper authorization of any City property or property of any employee or other person.
- (ff) Unauthorized absence from work for a consecutive period of three (3) days or three (3) assigned shifts. (i.e., abandonment of position).
- (gg) Unauthorized absence by Emergency Support personnel during a declared emergency.
- (hh) Sleeping or hiding during duty hours.
- (ii) Failure to work special hours or special shifts, after being scheduled according to overtime, callback or on-call duty policies.
- (jj) Knowingly making false statements during an administrative investigation or hearing, and/or refusing to cooperate.
- (kk) Failing to report a personal injury or accident in which the employee was involved while on the job.

### **Section 3 - Exception regarding Serious Misconduct**

Nothing contained in this Article shall be interpreted to preclude the City from issuing, and the City hereby expressly reserves the right to issue, appropriate employee discipline up to, and including, termination from employment in response to a first occurrence of sufficiently egregious misconduct be an employee.

### **Section 4 - Miscellaneous Provisions regarding Employee Discipline**

- (a) Documented Oral Reprimands, Written Reprimands, and Suspensions Without Pay shall not be used as the basis for taking the next step of employee discipline after two (2) calendar years from the date of such discipline.
- (b) In considering employee discipline at any step of the CDS, the City shall consider an employee's work record and length of service with the City, as well as the seriousness of the issues being disciplined.

## **Article 22 - Hours of Work and Overtime**

### **Section 1 - Hours of Work**

The normal working hours per one-week work cycle for regular full-time employees shall be

forty (40) hours which shall exclude any time for meal periods. The hours of work scheduled per day shall be as required and set by the Department Director. All meal periods shall be non-compensated time except as otherwise approved by the Department Director. This Article applies only to regular full-time employees.

## **Section 2 - Schedule Changes**

It is recognized and understood that deviations from the foregoing normal schedules of work will be necessary and will unavoidably result from several causes, such as but not limited to: rotation of shifts, vacation, leaves of absence, weekend and holiday duty, absenteeism, employee requests, temporary shortage of personnel and emergencies. No such deviation shall be considered a violation of this Contract.

## **Section 3 - Payment of Overtime / Use of Compensatory Time**

- (a) The City agrees to pay overtime at the rate of time-and-a-half (1-1/2) based on a seven (7) day, forty (40) hour work cycle. The work cycle shall coincide with the weekly pay periods which run from 12:00 midnight on Saturday through 11:59 p.m. on Friday.
- (b) Paid Holiday hours and paid Vacation/Annual Leave hours shall be considered as time worked for purposes of computing overtime. All other leave hours, whether paid or unpaid, shall not be considered as time worked for purposes of computing overtime.
- (c) Compensatory Time may be given to employees in lieu of the payment of overtime. The accumulation and use of Compensatory Time shall be in accordance with the Fair Labor Standards Act [FLSA]. The accumulation of Compensatory Time shall be capped at eighty (80) hours.
- (d) Employee requests to use Compensatory Time shall not be unreasonably denied, i.e., as long as the time off would not unduly disrupt the operations of any City Department.
- (e) Accrued Compensatory Time shall be cashed out: 1) in advance of any change in an employee's hourly rate of pay; and (2) upon an employee's separation from service.

## **Section 4 - Rest Breaks**

Rest breaks, where applicable, excluding unpaid meal periods, will be determined by the Department Director, taking into consideration the nature of the work performed, the place of the work and environmental conditions. Rest breaks shall be paid for at the employee's regular rate and shall not result in lengthening his/her regular day.

## **Section 5 - Emergency Recall**

When emergencies require that members of the bargaining unit are recalled for duty during their off-duty time (not including work which causes a member to extend his regular shift), they shall be compensated for actual time worked, but not less than two (2) hours at the overtime rate. If an employee is called out again within two hours of the time they were initially called out, they shall receive no additional minimum pay guarantee.

## **Section 6 - Stand-by Pay**

Employees in stand-by status will be provided with one hour of straight time pay for every 24-hour period they are assigned to stand-by status. Employees must be available and

ready to report to work to receive stand-by pay. Employees must record their time worked in the same manner as used to report during regular reporting hours.

An employee who is on stand-by status and is called in pursuant to Section 5 above shall receive both stand-by pay and emergency recall pay.

An employee on stand-by must not consume alcohol or take medication/drugs which could impact their ability to respond or perform work.

Should an employee take a call while on stand-by that requires the employee to report to work workplace, it is expected that the employee will arrive at work within a reasonable time of being called out.

Stand-by pay only applies to the Parks Maintenance Division and the Environmental Services Department.

## **Article 23 - Insurance**

### **Section 1 - Life Insurance**

The City agrees to provide a natural death benefit life insurance of 100% of an employee's annual salary rounded to the nearest one thousand dollars (\$1,000.00) to regular full-time employees. Said insurance shall have a double death benefit in case of accidental death subject to the limitations of the policy.

### **Section 2 - Health Insurance**

#### **(a) Medical**

Effective January 1, 2022 through December 31, 2022, the City shall provide all bargaining unit employees with three different health plan options. Attached as Appendix C, Table 1, a chart containing the options and the premiums associated with each such option for the 2022 plan year.

Effective January 1, 2023, the City shall continue to provide all bargaining unit employees with three different health plan options, but the premiums associated with each such option shall be based on a cost share percentage reflected in the third column in Appendix C, Table 2. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix C, Table 2, is based on projections made in June each year, such amounts will be provided to the IUPAT's Chairperson no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2022. For each year thereafter, the City will use the same method to calculate premiums associated with each option and follow the same timing regarding notices.

#### **(b) Dental**

Effective January 1, 2022, the City shall provide all bargaining unit employees with dental insurance as outlined in Appendix D, Table 1. Effective January 1, 2023, the City shall continue to provide all bargaining unit employees with dental insurance, but the premiums associated with the benefit shall be based on a cost share percentage reflected in the third column in Appendix D, Table 2. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix D, Table 2, is based on projections

made in June each year, such amounts will be provided to the IUPAT's Chairperson no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2022. For each year thereafter, the City will use the same method to calculate premiums associated with each option and follow the same timing regarding notices.

(c) Vision

Effective January 1, 2022, the City shall provide all bargaining unit employees with vision insurance as outlined in Appendix E, Table 2. Effective January 1, 2023, the City shall continue to provide all bargaining unit employees with vision insurance, but the premiums associated with the benefit shall be based on a cost share percentage reflected in the third column in Appendix E, Table 2. Since the employer and employee combined monthly cost, as identified in the fourth column in Appendix E, Table 2, is based on projections made in June each year, such amounts will be provided to the IUPAT's Chairperson no later than July each year. Applying the cost share percentage in the third column to the combined monthly cost, the premiums will be calculated accordingly and distributed to the employees no later than November 2022. For each year thereafter, the City will use the same method to calculate premiums associated with each option and follow the same timing regarding notices.

(d) Retiree Health

Upon retirement, the City will pay the cost of the medical insurance premium for employees who were hired prior to October 1, 2002 and have worked full-time for the City for at least ten (10) years, equivalent to what all other employees receive, when a member begins receiving early retirement or full retirement immediately upon separation from the City. Employees hired after October 1, 2002 will receive a monthly stipend of \$12.50 for each year of service towards the cost of the individual coverage upon retirement. The cost of dependent coverage will be paid 100% by the retiree.

This benefit continues until the member becomes eligible for Medicare, Medicaid, or TEFRA. This benefit is also given to any employee who has worked full-time for the City for at least ten (10) years and is collecting long-term disability payments from a City pension plan or through a City owned insurance policy but is not eligible to retire and collect retirement income. This benefit is stopped if said individual is no longer in a long-term disability status and is not yet eligible to retire and collect retirement income.

(e) Insurance Opt-Out

Any employee wishing to opt out of the health insurance coverage provided by the City must provide the City with proof of health insurance coverage elsewhere. Employees with health insurance coverage elsewhere will be paid an amount equivalent to 50% of the City's monthly cost of individual health insurance coverage.

**Section 3 - Long Term Disability**

Long term disability insurance for all regular full-time employees will be purchased by the City. However, the City will continue to pay the same dollar amount toward the long-term disability premium that the City was paying on September 30, 1996.

The benefits of the long-term disability insurance are 60 per cent of the employee's annual base salary paid until the employee reaches 65 years of age or, if applicable, the later



of the Social Security Normal Retirement Age (SSNRA) or the Maximum Benefit Period as detailed in the disability insurance policy. See the disability benefits policy document for more information.

The benefits of long-term disability insurance begin after six months of disability. To assure full benefits, a disability claim should be filed as soon as the disability begins or as soon as possible thereafter. The employee should not wait until the six months is almost up before filing.

## **Article 24 - Leaves of Absence**

### **Section 1 - General Provisions**

All regular full-time employees shall be eligible to receive the following leave benefits as outlined. Those employees in a provisional emergency, part-time or temporary status shall be eligible only for those benefits required by federal and/or state law or contracts or those benefits approved by the City Manager.

### **Section 2 - Sick Leave**

#### **(a) Definition**

Sick leave may be granted for the following purposes, subject to the approval of the Department Director:

- (1) Personal injury or illness not connected with work or exposure to a contagious disease which would endanger others.
- (2) Personal medical, dental and optical appointments.
- (3) Pregnancy and maternity leave.
- (4) Absence due to a serious illness, injury or operation requiring hospitalization or confinement at home under physician's direction of spouse or dependent members of the employee's household and members of the immediate family as defined. Granting of this particular leave shall be at the discretion of the Department Director with the approval of the City Manager and shall be strictly controlled. Upon request of the Department Director, the employee shall be required to furnish a physician's statement to the effect that the spouse or dependents need or needed the personal care and attention of the employee.

#### **(b) Computation**

- (1) Sick leave with pay shall be given at the rate of one (1) working day for each calendar month of completed service.
- (2) Sick leave may be accumulated to a maximum of 1500 hours.
- (3) The employee has two (2) choices as to how he uses his sick leave. They are as follows:

Choice 1 - Bank all unused sick leave each year until 1500 hours maximum is reached.

Choice 2 - Bank 48 hours (six days) unused sick leave each year and take cash payment for the balance.

Sick Leave Chart				
Choice 1			Choice 2	
<u>Earn (Hours)</u>	<u>Use (Hours)</u>	<u>Bank (Hours)</u>	<u>Bank (Hours)</u>	<u>Pay (Hours)</u>
96	0	96	48	48
96	8	88	48	40
96	16	80	48	32
96	24	72	48	24
96	32	64	48	16
96	40	56	48	8
96	48	48	48	0
96	56	40	40	0
96	64	32	32	0
96	72	24	24	0
96	80	16	16	0
96	88	8	8	0
96	96	0	0	0

(c) Guidelines

- (1) Payments for unused sick leave as set forth in the foregoing shall be on the first bi-weekly pay date in December.
  - (2) Upon separation in good standing from the City with ten continuous years or more of regular, full-time service, retirement, early retirement or death, employees (or their beneficiaries, in case of death) may receive compensation at their ten regular pay rate for half of their full amount of accrued sick leave (up to 750 hours pay-out). Employees with less than ten years of employment will not be eligible for the pay-out of accrued sick leave, except if laid off. Laid off employees will be eligible for pay-out with or without ten years of service.
  - (3) Accumulated sick leave shall be credited once a month and sick leave shall not be paid in advance of being earned.
  - (4) Accumulated annual leave may be used as sick leave after all accumulated sick leave has been exhausted.
- (d) Sick Leave Donation – the parties agree to discontinue any past practice that may have existed regarding a Sick Leave Pool and, in lieu thereof, to provide for employee-to-employee donations of both Sick and Annual Leave upon approval of the involved Department Director(s).

### **Section 3 - Annual Leave**

(a) Definition

Annual leave may be granted for the following purposes subject to the approval of the Department Director.

- (1) Vacation leave.
- (2) Absence for transaction of personal business which cannot be conducted during off-duty hours.
- (3) Religious holidays other than those designated by these rules as holidays.
- (4) For uncovered portion of such leave, once such leave has been exhausted through illness.
- (5) Any absences from work not covered by other types of leave established.

(b) Computation

- (1) It is the intent of the City that employees take their accumulated annual leave following the annual period in which it was earned. No more than a maximum of two (2) years of annual leave (maximum determined by length of service) shall be carried over into subsequent anniversary periods.
- (2) Annual leave shall be accrued and taken on an annual basis in accordance with the following schedule:

Years of Service	Leave Accumulated Annually Hours	Maximum Accrual
less than 1 year	8 hours per month	
after 1 year through 4 years	96 hours per year	192
after 5 years through 9 years	112 hours per year	224
after 10 years through 14 years	136 hours per year	272
after 15 years	176 hours per year	352

- (3) Annual leave shall be accumulated on a pro-rated monthly basis and can be taken as accrued subject to Department Director discretion. Monthly accumulations shall be made after the last day of the last full pay period in the month and before the last day of the subsequent pay period. Vacation usage shall be recorded at the end of the pay period during which it was used.
- (4) Annual leave shall not be approved for any employee who has not earned the requested number of days.
- (5) Employees, or their designated beneficiary, shall receive full payment for all accrued leave at the employee's current pay rate upon separation from the City.
- (6) In the event an employee is denied annual leave that would result in the forfeiture of future accrued annual leave hours because the employee's leave bank, at the time of the request, is at or near the maximum accrual, the employee will be temporarily allowed to accrue over the maximum. In such cases, the employee must use whatever hours are over the maximum within 60 days or those hours are forfeited.

**Section 4 - Holiday Leave**

The following 12 days shall be the days observed by all City employees as holidays and the one (1) personal leave day shall be taken at the employee's discretion with permission of the Department Director (once during each calendar year):

New Year's Day	Veteran's Day
Martin Luther King's Birthday	Thanksgiving
Presidents' Day	Day Following Thanksgiving
Memorial Day	Christmas
Juneteenth	Day Preceding or Following
Independence Day	Christmas as Designated by City Manager
Labor Day	Personal Day

- (a) Holidays falling on a Saturday shall be observed the preceding Friday. Holidays falling on a Sunday shall be observed the following Monday.
- (b) The Department Director may authorize one (1) day's loss of pay for any employee absent immediately prior to or after a holiday, where there is evidence of sick leave abuse.
- (c) If it becomes necessary for an employee to work on a holiday, the employee shall be given compensation in the form of one (1) extra day's pay or a rescheduled paid holiday at the discretion of the Department Director.

#### **Section 5 - Workers' Compensation Leave**

An employee who, through no negligence on his/her part, sustains an injury or incurs an illness which arises out of and in the course of employment by the City of Deerfield Beach and under the Workers' Compensation laws of the State of Florida and requires absence from work shall be eligible for Workers' Compensation Leave and compensation in accordance with *Florida Statutes* Chapter 440. Sick Leave accumulations shall be used in cases of negligence. All employees must report an on-duty injury/illness, as well as their location, to their supervisor. An Employee Incident Report shall be submitted by the employee no later than 24 hours from the when the injury/incident occurred.

An employee who is granted Workers' Compensation Leave shall receive compensation at the current statutory rate at the time of injury/illness. As per the statute, the first seven (7) consecutive calendar days of being in a non-work status due to the injury or illness are not compensated; however, an employee may use his/her sick leave, or annual leave if sick leave has been depleted, during this seven (7) day period. After 21 consecutive days of being in a non-work status, the first seven (7) days will be compensated as workers' compensation pay and the employee's leave reimbursed accordingly.

City's Director of Human Resources and Risk Management may approve or disapprove an employee's request for Worker's Compensation Leave payment after determining whether the injury or illness is compensable under *Florida Statutes* Chapter 440 and to insure no negligence or violation of safety rules and regulations contributed to the injury or illness. If a claim is denied, a copy of form DWC-12, Notice of Denial, will be filed with the Division of Workers' Compensation as required by *Florida Statutes* Chapter 440.20 and

a copy sent to the Department Director, the employee, and the local IUPAT representative. In cases of negligence, an employee's workers' compensation benefit shall be reduced by 25% as stipulated in *Florida Statutes* Chapter 440.09(5) which states "if injury is caused by the knowing refusal of the employee to use a safety appliance or observe a safety rule required by statute or lawfully adopted by the division, and brought prior to the accident to the employee's knowledge, or if injury is caused by the knowing refusal of the employee to use a safety appliance provided by the employer, the compensation as provided in this chapter shall be reduced by 25%." An employee may supplement this reduction with accumulated sick leave and annual leave to equal the employee's regular, straight time salary. After sick leave and vacation leave have expired, the employee shall receive only State mandated workers' compensation payments.

In addition to the statutory compensation rate at the time of the injury or illness, the City will contribute a supplement that will continue salary to equal 100% of the employee's regular net earnings at the time of injury for a period of six (6) months or until the employee reaches maximum medical improvement (MMI) as determined by the authorized medical physician, whichever occurs first. The City Manager may, at his discretion, authorize up to an additional three (3) months of salary continuation for a total period not to exceed nine (9) months. The statutory workers' compensation benefits will continue for a maximum of 104 weeks from the date of injury or until MMI is reached.

During this period, employees who have been injured on the job and unable to perform his/her regular job duties may be assigned light duties that are within the restrictions stipulated by the attending physician. Every reasonable accommodation will be made to modify an injured employee's current job duties. However, the nature of certain positions and the needs of the City may not always accommodate this. This light duty temporary work assignment may or may not be in the ~~inured~~-injured employee's regular assigned department. Human Resources shall monitor the employee's status in conjunction with the City's Managed Care State Board certified assigned case manager, the City Manager, the Department Director, and the Director of Human Resources and Risk Management. Upon reaching MMI or at the end of six (6) months (nine [9] months with City Manager approval), whichever occurs first, should the employee be unable to return to his/her position at full duty, and no other position is available within the City, the employee shall be placed on pension (if eligible) or be terminated (or resign at the employee's discretion).

The duties and limitations of the disabled employee in order to receive Occupational Disability Leave payments are as follows:

- 1) the employee notifies his/her supervisor immediately upon the onset of symptoms of an injury or illness;
- 2) the employee fully cooperates with the medical advice or corrective therapy of the medical representative as referred to in this Section;
- 3) the employee shall comply with the light-duty policy as described in this Section;
- 4) report to an authorized medical representative of the City periodically as the City may require; and
- 5) the employee shall actively seek pension benefits and other benefits, if eligible, upon reaching MMI or at the end of six (6) months or nine (9) months with City Manager approval.

- 6) the employee fully cooperates with the Third-Party Administrator (TPA) and the claim adjuster assigned by the TPA.

### **Section 6 - Funeral Leave**

The City shall grant funeral leave with pay not to exceed 40 hours per incident, with a maximum of two (2) incidents per calendar year to any full-time employee who has rendered satisfactory service with the City. Part-time employees will be granted funeral leave without pay for the same duration and number of incidents. This leave shall be granted upon request in the event of a death in the employee's immediate family.

The employee's immediate family shall be defined as the employee's spouse, son, daughter, father, mother, foster parent, step parent, grandparents, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandchild or any relative living in the same household.

The employee shall be required to provide the Department Director with proof of death in family as defined before compensation is approved. Funeral leave shall not be charged to annual leave or sick leave. Extensions of the above-stipulated time may be granted by the Department Director. The employee's personal leave (vacation or sick) must be used for an approved extension.

### **Section 7 - Military Leave**

In accordance with state law, any employee who presents official orders requiring attendance for a period of training who is a commissioned reserve officer or reserve enlisted personnel in the United States military or naval service or a member of the National Guard is entitled to military leave of absence with pay for a period not to exceed 240 hours annually. Further, any employee who is a servicemember in the National Guard or a reserve component of the Armed Forces of the United States shall be granted leave of absence to perform active military service, the first 30 days of any such leave of absence to be with full pay. Extended periods of military leave shall be governed by state and/or federal law.

### **Section 8 - Civil Leave**

An employee shall be given reasonable time off without loss of pay when subpoenaed or summoned for jury duty or to appear before a public body or commission in connection with the employee's job duties and for the purpose of voting in local, state and national elections.

If excused and/or released from such service, the employee shall report for his regular employment, provided, however, that at least three (3) hours remain during the regular workday. The employee shall be required to provide proof of such civil leave before compensation is approved by the Department Director. Leave for court attendance when the employee is engaged in personal litigation shall be charged to annual leave.

### **Section 9 - Leaves of Absence Without Pay**

#### (a) Family & Medical Leave Act (FMLA)

In compliance with the Family and Medical Leave Act of 1993, eligible employees are entitled to up to 12 work weeks of unpaid leave for certain family and medical reasons in a rolling 12-month period measured backward from the date an employee uses any leave under this section. Eligible employees are those who have been employed by the City for one year and have worked for at least 1,250 hours immediately preceding the commencement of the leave requested. A third party administrator (TPA) performs many of the City's administrative duties associated with FMLA. Therefore, employees are required to cooperate with, and abide by the directives made by, the TPA.

FMLA leave may be taken for any one or a combination of the following:

- 1) to care for the employee's child after birth;
- 2) the placement of a child with the employee for adoption or foster care;
- 3) to care for the employee's spouse, son, daughter or parent who has a serious health condition;
- 4) for the employee's own serious health condition which makes the employee unable to perform one or more the essential functions of the employee's job;
- 5) for qualified exigencies for an employee's spouse, son, daughter or patient who is a member of the Armed Forces on active duty or who is called to active duty in support of a contingency operation, as that term is defined by statute.

The City uses a variable twelve (12) month period measured forward from the date leave begins. Leave may be taken for birth or placement of a child only within 12 months of that birth or placement. An eligible husband and wife who are both employed by the City who wish to take leave for the birth of a son or daughter, for the placement of a child with them for adoption or foster care or to care for a parent with a serious health condition are limited to a combined total of 12 workweeks during any 12 month period. If the leave is requested because of a serious health condition of the employee's son or daughter, of the employee him/herself, or of the employee's spouse, each spouse is entitled to 12 work weeks of leave.

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered servicemember (a current member of the Armed Forces who is undergoing medical treatment, recuperation or therapy or is in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness), is entitled to take up to 26 workweeks of unpaid leave during a single 12 month period to care for the servicemember with the serious injury or illness.

An eligible husband and wife who both work for the City will be limited to a combined total of 26 workweeks for the above-referenced military caregiver leave during any 12 month period.

The City requires that the employee use his/her accrued paid leave time during FMLA leave. After all paid leave is exhausted, the City will provide enough unpaid leave to total 12 weeks. This leave is not automatic. It must be applied for on the form provided by the Human Resources Department. A request for leave due to a serious health condition of the employee or the employee's spouse, son, daughter or parent must be supported by a medical certification on the form provided by the Human Resources Department or

TPA, which form must be completed by the health care provider of the employee's spouse, son, daughter or parent within 15 calendar days of the request. FMLA leave may be delayed or denied until the required certification is provided.

FMLA leave may be taken intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember. Leave in connection with birth, adoption or foster placement of a son or daughter may not be taken intermittently unless the Department Director and the Director of Human Resources and Risk Management agree to such an arrangement. However, the employee may be required to transfer temporarily to an alternate position with equivalent pay and benefits that better accommodates periods of recurring leave than the employee's regular position. The City's agreement is not required for intermittent leave during which the mother has a serious health condition in connection with the birth of the child, or if the newborn child has a serious health condition.

During FMLA leave, the City will maintain the employee's health insurance under the same terms that the coverage would have been provided had the employee not taken the leave. If an employee's contribution is more than 30 days late, the City may terminate the employee's insurance coverage. Prior to such termination, the City will provide written notice to the employee that the payment was not received and that coverage will terminate on a specified date (at least 15 days after the date of the written notice unless payment is received by that date). The City shall not, however, continue to pay life insurance or other non-health benefit premiums during the unpaid leave.

As with other unpaid leave, the employee will not continue to accrue sick leave, vacation or any other benefit.

If an employee voluntarily fails to return from leave, the City shall recover from the employee the cost of health insurance premiums paid by the City for the employee during the leave.

Upon return to work from Family & Medical Leave, the employee may return to his previous position or may, at the City's option, be placed in a position equivalent in pay, benefits and other terms and conditions of employment. The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee shall not have the right to be reinstated upon return from leave.

An employee who fails to return to work within one (1) day after the expiration of his/her approved FMLA leave will be treated as a voluntary resignation, absent a request and authorization for an extension of leave or an accommodation under the Americans With Disabilities Act (ADA).

If the City has reason to doubt a certification, it may require (at its own expense) that the employee obtain a second opinion from another health care provider who is not employed by the City. In the event of a conflict between the two opinions, the City may require (at its own expense) a third, which shall be binding upon the City and the employee. The third doctor shall be jointly selected by the City and the employee.

The employee is required to provide the City with at least 30 days' notice of his/her



intention to take FMLA leave when the leave is foreseeable. If this is medically not practicable, the employee must provide as much notice as is practicable to his/her Department Director (or designee) and the TPA. The employee must also advise their supervisor and the TPA as soon as practicable (e.g., on the same day or next business day) if the dates of a scheduled leave change or were initially unknown.

Prior to returning to work, employees who took FMLA leave due to their own serious health condition may be asked to provide medical authorization for return to work. The Department Director may require employees on leave to report their medical status and anticipated date of return at specified intervals.

The City's FMLA Policy, as detailed in its Employee Personnel Rules and Regulations, are incorporated herein by reference.

#### (b) Special Leave

The Department Director may authorize leave without pay to a regular full-time employee up to 30 days for reasons which do not affect the City operations. The City Manager may authorize special leave without pay beyond this time, but not exceeding three (3) months for any reason deemed to be in the best interest of the City, except a non-service injury or illness may be extended to one (1) year after accumulated sick leave and annual leave have expired if it does not create a hardship on the departmental work load.

No seniority or other benefits shall be lost because of leave of absences up to 30 days. For leaves of absence over 30 days, an employee cannot accumulate any benefits during that time, except in unusual cases as determined by the City Manager. An employee shall return from an extended special leave (over 30 days) to the same salary and grade previously held, although the anniversary date shall be adjusted accordingly.

#### (c) Unauthorized Absence from Duty

An absence of an employee from duty, including any absence for a single day, that is not authorized by a specific grant of leave of absence under the provisions of these rules, shall be deemed to be an absence without leave. Any such absence shall be without pay and may subject the employee to disciplinary action, including suspension, demotion or dismissal in appropriate cases.

The absence of any employee from duty for three successive work days or longer without notice to his Department Director or Supervisor of the reason for such absence and his intention to return, shall be considered in effect a voluntary resignation without notice.

Failure of an employee to report for work at the expiration of a leave of absence or vacation, or upon the physician's return to work release for full or light duty in cases of work related injuries without legal justification shall constitute just cause for dismissal as it shall be considered in effect a voluntary resignation without notice.

### **Article 25 - Longevity Allowances**

#### **Section 1 - Longevity Schedule pre 7/15/10**

The following longevity allowances shall be awarded to regular, full-time employees hired

prior to July 15, 2010 who were eligible for a longevity allowance as of that date. Longevity allowances shall be awarded in the following manner as long as the stipulations stated above have been complied with:

After completion of 5 years' continuous service - 2% of annual salary.  
After completion of 10 years' continuous service - 4% of annual salary.  
After completion of 15 years' continuous service - 6% of annual salary.  
After completion of 20 years' continuous service - 8% of annual salary.  
After completion of 25 years' continuous service - 10% of annual salary  
(minimum of \$1,000).

These longevity allowances shall be paid to the employee by adding same to the regular paycheck of the employee.

## **Section 2 - Longevity Freeze**

Longevity allowances provided for in Section 1 above shall be frozen effective with the first day of the first full pay period beginning after July 15, 2010, which date shall be known as the "freeze date." Regular, full-time employees not receiving a longevity allowance pursuant to Section 1 above as of the "freeze date" shall not receive a longevity allowance pursuant to Section 1 above, but only pursuant to Section 3 *below*. Employees receiving a longevity allowance pursuant to Section 1 above as of the "freeze date" shall continue to receive the same longevity allowance until such time as the longevity allowance to which the employee would be entitled under Section 3 below exceeds the employee's longevity allowance under Section 1 above. Effective with the first full pay period beginning on or after the date on which the employee's entitlement to longevity benefits under Section 3 below exceeds the employee's longevity allowance under Section 1 above, the employee shall begin to receive the longevity allowance provided for in Section 3 *below*.

## **Section 3 - Longevity Schedule post 7/15/10**

The City longevity plan for all regular, full-time employees hired on or after July 15, 2010, shall be as follows:

After completion of 10 years of service - \$1,200 annually.  
After completion of 15 years of service - \$1,800 annually.  
After completion of 20 years of service - \$2,400 annually.  
After completion of 25 years of service - \$3,000 annually.

These longevity allowances shall be paid by the City by adding same to the regular weekly or biweekly pay of the employee.

## **Article 26 - Wages**

### **Section 1 - Cost of Living Adjustments**

Effective October 1, 2021, all bargaining unit employees shall receive a 4% cost of living adjustment to their respective base hourly rates. This pay increase will increase the minimum and maximum of each pay classification.

Effective October 1, 2022, all bargaining unit employees shall receive a cost of living

adjustment ("COLA") to their respective base hourly rates in an amount equal to the Consumer Price Index for Miami-Fort Lauderdale-West Palm Beach (CPI-U), with a maximum percentage not to exceed 3%. This pay increase will increase the minimum and maximum of each pay classification. In the event the CPI-U exceeds 3% as of April 1, 2022, IUPAT reserves the right to reopen the agreement for the limited purpose of discussing the amount of the COLA. Any request for reopening the agreement for this purpose must be made within 30 days of the CPI-U reporting for April 2022 and the related negotiations must conclude no later than August 1, 2022. The parties shall meet on a regular basis during the reopening period.

Effective October 1, 2023, all bargaining unit employees shall receive a cost of living adjustment ("COLA") to their respective base hourly rates in an amount equal to the Consumer Price Index for Miami-Fort Lauderdale-West Palm Beach (CPI-U), with a maximum percentage not to exceed 3%. This pay increase will increase the minimum and maximum of each pay classification. In the event the CPI-U exceeds 3% as of April 1, 2022, IUPAT reserves the right to reopen the agreement for the limited purpose of discussing the amount of the COLA. Any request for reopening the agreement for this purpose must be made within 30 days of the CPI-U reporting for April 2023 and the related negotiations must conclude no later than August 1, 2023. The parties shall meet on a regular basis during the reopening period.

## **Section 2 - Merit Pay**

Effective each October 1 through the duration of this agreement, full-time bargaining unit employees shall be eligible for Merit Pay of up to 3% based on performance, but not to exceed the maximum of their pay classification. The amount of merit-based pay will be based on the employee performance evaluation form in Appendix G, except that all bargaining unit employees shall receive a minimum of 1% for the first year of the Agreement.

## **Section 3 Probationary Adjustment**

Probationary full-time bargaining unit employees who successfully complete the initial orientation period, as set forth in Article 20, Section 2 herein, shall be eligible for an adjustment of 5% based on performance.

## **Section 4 - Anniversary Date for Pay Adjustments**

Demotions and reclassifications shall not alter the employee's pay adjustment anniversary date.

## **Section 5 - Shift Differential**

Full-time employees in the following classifications - Water Operator Trainee, Water Operator, Equipment Operator (when operating a street sweeper), Parking Meter Technician, Pier Attendant, and Maintenance Worker (only in City's Parks and Recreation Department) - shall be entitled to Shift Differential as follows:

- (a) Full-time employees who are required to work on a shift where the majority of their regularly scheduled hours are worked after 4:00 p.m. and before 12:00 a.m. shall be paid a shift differential of seventy-five cents (\$0.75) per hour for those hours actually

worked after 4:00 p.m. and before 12:00 a.m.

- (b) Full-time employees who are required to work on a shift where the majority of their regularly-scheduled hours are worked after 12:00 a.m. and before 8:00 a.m. shall be paid a shift differential of one dollar and twenty-five cents (\$1.25) per hour for those hours actually worked after 12:00 a.m. and before 8:00 a.m.
- (c) Maintenance Worker's and Fleet Management personnel on a split shift (i.e., four (4) hours in the morning and four (4) hours in the afternoon/evening) do not work "the majority" of their regularly scheduled hours after 4:00 p.m. and before 12:00 a.m. Notwithstanding anything to the contrary in this Section 6, Maintenance Worker Is on a split shift shall be paid the Shift Differential of seventy-five cents (\$0.75) per hour for any regularly scheduled hours they work after 4:00 p.m. and before 12:00 a.m.

#### **Section 6 - Part-Time Employee Leave Benefit**

All regular part-time employees with at least one (1) year of continuous service shall receive up to 44 hours per year leave prorated based on the number of hours worked to be used at the reasonable discretion of the Department Director. All such leave shall be used within one (1) year and no carryover shall be permitted.

#### **Section 7 - Allowance of Safety Day**

- (a) IUPAT and the City hereby agree to continue the practice of affording a "Safety Day" (consisting of eight (8) hours of paid leave to be used in increments of no less than four (4) hours) when those City employees listed on Appendix E of this Agreement do not have a Workers Compensation claim or at-fault accident in the preceding twelve (12) months. Any Safety Day that is afforded shall be used within the twelve (12) month period following the date on which the Safety Day is credited to an employee. No carryover of Safety Days shall be permitted.
- (b) Employees hired on or after September 21, 2016 shall not be entitled to the benefit of a "Safety Day."

#### **Section 8 - Driver Safety Incentive Pay Program**

- (a) Full-time employees in the classification of Driver Collector and Container Service worker are eligible for drive incentive pay. Eligible employees shall earn \$50 per month, up to \$600 annually, for each month that they achieve the following: (1) they have not had a chargeable accident and have not caused any property damage; (2) they maintain the cleanliness of assigned equipment; (3) they properly use personal protective equipment and tools; (4) are not subject to discipline; and (5) attend 100% of the applicable safety meetings. Note, however, that pre-approved vacations and sick leave which is backed up by a doctor's note demonstrating an employee's illness will excuse an employee from safety meetings.
- (b) Employees on light duty or on a paid or unpaid leave of absence for a period exceeding five business days will not qualify for incentive pay for any such month.
- (c) Incentive pay will be distributed at the end of the fiscal year.

#### **Section 9 - Task Force Pay**

- (a) Task Force Pay is defined as eight or ten hours of straight time pay in addition to holiday pay when an employee works the holiday.
  - 1. An eight hour a day employee who works the holiday shall be paid eight hours holiday pay and eight hours of task force pay.
  - 2. A ten hour a day employee who works the holiday shall be paid ten hours of holiday pay and ten hours of task force pay.
- (b) To receive Task Force Pay, an employee must work half of their normal work day (four hours or five hours depending upon assigned schedule).
- (c) Employee must work the scheduled day before and the scheduled day after the holiday to receive Task Force Pay. Note, however, that pre-approved vacations and sick leave which is backed up by a doctor's note demonstrating an employee's illness will excuse an employee's absence from serving as a disqualifier.

## **Section 10: Emergency Pay**

- (a) This policy will go into effect whenever an emergency is declared by the Mayor or City Manager (or their respective designees) when the Emergency Operations Center is in Full Activation. Emergency Pay will be granted whenever an unforeseen or unanticipated event requiring prompt action is officially declared an emergency by the Mayor or City Manager (or their respective designees), when City Hall is closed.
- (b) Leave and Computation of Pay - Employees that work during a declared emergency must properly log all work hours on the form provided by the City. i.e. ICS214.

### *1) Full time (non-exempt) employees*

- a) During a declared emergency, non-exempt regular full-time employees will be paid for their regular work shift, even if they did not work. If employees are released early from their shift, employees will receive pay for the time worked and the balance of the scheduled workday paid by Emergency Pay.
- b) Employees who work during the declared emergency on a scheduled workday will be paid overtime for the hours worked. In addition, such employees shall be credited with one (1) hour of Emergency Pay for each hour worked within their regularly scheduled workday.
- c) Employees who work during the declared emergency when it is not their scheduled workday will be paid overtime for the hours worked.
- d) Scheduled hours paid but not worked during the declared emergency will be included in the computation of overtime.
- e) Employees who are voluntarily confined for safety or non-job-related reasons on City premises and are not performing any assigned duties will not be paid for the time spent on the premises.

### *2) Part time (non-exempt) employees*

- a) Employees who work during the declared emergency on a scheduled

workday will be paid their regular hourly wages for time worked.

- b) Employees who work during the declared emergency when it is not their scheduled workday will be paid their regular hourly wages for the hours worked.
- c) Employees who are voluntarily confined for safety or non-job-related reasons on City grounds and are not performing any assigned duties will not be paid for the time spent on the premises.
- d) Part-time employees are generally not considered Emergency Support personnel unless such personnel perform a unique function not capable of being performed by a full-time employee.

During a declared emergency, non-exempt part-time employees will be paid for their regular scheduled work shift even if they did not work. If employees are released early from their shift, employees will receive pay for the time worked and the balance of the scheduled workday paid by Emergency Pay.

- (a) Employees scheduled for pre-approved leave (i.e., annual leave, personal day, approved FMLA, and pre-approved sick leave) will not have their leave bank charged for these approved absences during the declared emergency. Emergency Support employees who call in sick during the declared emergency will be subject to appropriate action as outlined below.
- (b) Employees are expected to report to work when assigned to do so by their supervisor. If an employee does not report as expected and has not attempted to contact his/her supervisor with a valid reason for not reporting, he/she will be subject to disciplinary action.

## **Article 27 - General Provisions**

### **Section 1 - Comparable Cities**

IUPAT and the City agree that when making comparisons between City and other employers with respect to wages, benefits or other terms and conditions of employment, both IUPAT and the City will use only the following municipal employers:

Boynton Beach  
Delray Beach  
Boca Raton

Pompano Beach  
Margate  
Sunrise

## **Article 28 - Entire Agreement**

### **Section 1 - Entire Agreement**

The Parties acknowledge that during 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 not removed by law from the area of collective bargaining and that

the understandings and agreements arrived at by the Parties are set forth in this Agreement.

## **Section 2 - Waiver of Bargaining**

The Parties, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **Article 29 - Savings Clause**

### **Section 1 - Savings Clause**

If any Article or Section of this Agreement should be found unlawful, invalidated or unenforceable by a court of competent jurisdiction or by State Statute or by Federal Statute, all other Articles and Sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

### **Section 2 - Replacement Provision**

In the event of such finding, the Parties, upon the written request of IUPAT, will meet within 30 calendar days to collectively bargain under *Florida Statutes* Chapter 447 to fashion a replacement provision.

## **Article 30 - Workplace Violence Prevention**

Employees while on duty are at all times individually responsible for conducting themselves in a professional and ethical manner. They are expected to treat co-workers and members of the public with respect and dignity. The intent of this policy is to make a clear statement that workplace violence, unprofessional and abusive behavior will not be tolerated in the workplace. With respect to the seriousness of this problem, the City has adopted a "zero tolerance" for incidents of workplace violence.

### **Section 1 - Purpose**

To clearly set forth the City's position as it relates to violence or the threat of violence in the workplace. The purpose of this policy, coupled with training requirements, is: to increase employee awareness of the problems associated with incidents of workplace violence; to communicate the seriousness of acts of violence in the workplace; to minimize threats from both internal and external customers; to provide employees with a workplace that is relatively free from recognized hazards that are likely to cause death or serious physical/psychological harm; and, to establish systems for a proactive approach regarding workplace violence that could occur within the City.

### **Section 2 - Definitions**

Workplace violence includes, but is not limited to physical attacks, threatening behavior, harassment, or property damage. Listed below are some examples of workplace

violence, their definitions, and the City's position:

- 1) Physical Attacks – unwanted or hostile physical contact with another person, (i.e. beatings, stabbing, suicides, near suicides, shootings, rapes, etc.).
- 2) Threatening Behavior – the expression of an intent to cause physical or mental harm or psychological trauma, (i.e. verbal abuse, obscene phone calls, etc.).
- 3) Harassment – involves acts or language (written or oral) by a party designed to damage or harm a second party, often involving verbal abuse.
- 4) Property Damage – damage to property which includes property owned by the City.
- 5) Deadly Weapons – includes all firearms, such as handguns, rifles, shotguns, explosive devices. Other objects or tools such as knives and other cutting utensils, bows and arrows, bats, brass knuckles, mace, pepper spray, tear gas, or tools such as axes, screwdrivers, hammers, may be considered deadly weapons when used in a violent, threatening, aggressive or offensive manner.
- 6) Zero Tolerance – All reported incidents shall be investigated, and action taken upon the results of the investigation. Employees at all levels are cautioned that appropriate action may include immediate termination after a first offense if just cause can be established.

### **Section 3 - Management Commitment**

Violence in the workplace shall not be tolerated, and every effort shall be made to prevent violent incidents from occurring. This shall be accomplished by implementing a Workplace Violence Prevention Program/Policy that provides training and holds managers, supervisors, and employees accountable for their actions. All employees, and especially Department Directors, managers, supervisors, law enforcement personnel, and employee organization representatives are obligated to act individually and collectively to prevent, defuse, or mitigate actual or threatened violent behavior at work. The City is committed to full cooperation with law enforcement agencies to support criminal prosecution of any employee within or outside this organization who commits violent or threatening acts against the City. A copy of the City's policy on Workplace Violence Prevention will be distributed to all employees at mandatory training seminars and, in the case of newly-hired employees, they will be given specific instructions during orientation.

### **Section 4 - Responsibilities**

The Director of Human Resources and Risk Management is designated as the City's Critical Incident Coordinator. The Coordinator is responsible for the coordination of the response to acts or threats of violence under this policy. The Coordinator may assemble Department Directors, managers, supervisors and other employees as deemed appropriate to constitute a Critical Incident Response Team. The Team may include a representative from the Human Resources Department, law enforcement agencies, Department Directors and others as selected by the Coordinator. The Coordinator is expected to assemble the Team, take action to manage the incident, and implement the City's Workplace Violence Prevention Policy. The Coordinator shall arrange the appropriate meetings, provide communication resources, reporting, record-keeping and training. As such, with all the above in place, the Team is enabled to assume its role in the response to violent incidents in the workplace efficiently and effectively.

### **Section 5 - Responsibilities of Critical Incident Coordinator**



Receive reports of workplace violence incidents from Department Directors, managers, supervisors and employees. Immediately provide a briefing on the incident report to the City Manager. Make sure that records are maintained of the reported incident(s) of workplace violence.

Make certain, insofar as possible, that employees do not experience retaliation for reporting incidents of workplace violence.

Advise employees who seek assistance regarding violent behavior and make appropriate referrals. Directly refer an employee who does not seek assistance also. For example, employees may be referred to the Employee Assistance Program (EAP) or a medical professional.

Perform investigations and provide written recommendations to the City Manager, City Attorney, Department Directors, outside attorney(s), and other Management representatives.

Protect the confidentiality of workplace violence incidents as best as possible.

### **Section 6 - Responsibilities of Department Directors, Managers, and Supervisors**

Have a professional responsibility to be held to a higher standard in setting positive examples to maintain a workplace free from violence or the threat of violence by their own behavior and demeanor at work.

Report workplace violence incidents immediately to one of the following: Department Director, Deputy or Assistant Department Head/Director, manager, supervisor or any Management representative as is deemed appropriate.

Document workplace violence incidents and report them to the appropriate staff.

Make certain, insofar as possible, that employees do not experience retaliation for reporting incidents of workplace violence.

Comply with all City and City Department procedures/guidelines relative to workplace violence prevention.

### **Section 7 - Training**

The Human Resources Department shall seek to provide training that will bring awareness and convey the ramifications of workplace violence acts, and communicate clearly the City's position on workplace violence prevention.

Assist with the developing, implementing, and delivering workplace violence prevention training for all City employees. Training on workplace violence will focus on avoiding and preventing workplace violence related incidents. The training shall be of sufficient length to address key areas as listed below.

- 1) City and City Department policies and procedures regarding workplace violence
- 2) Risk factors that cause or contribute to assaults
- 3) Abusive language, behavior, body language
- 4) Recognition of escalating behavior

- 5) Recognition of warning signs/situations that may lead to assaults
- 6) Multicultural diversity/sensitivity
- 7) Dealing with hostile people
- 8) Crisis Intervention techniques
- 9) Coordination of appropriate assistance with affected parties, such as victims, employees, or law enforcement personnel
- 10) Assessment of an employee's fitness for duty through medical professionals

### **Section 8- Incident Reporting**

Any employee who becomes aware of an incident of violent behavior, whether the incident is committed by another employee or an external individual such as a customer, vendor or citizen must report it to the Department Director or appropriate Management representative.

In the cases of critical incidents in which serious threats or injury occurs with internal or external customers, call 911 immediately to obtain emergency responders such as Police and Fire Rescue personnel.

### **Section 9 - Protection from Retaliation**

Employees who are aware of a workplace violence incident, threat of violence, or an incident that is about to take place, have an obligation to report that information to a supervisor, manager, or Department Director.

Any employee who acts in good faith in reporting threats or acts of violence under this policy will not be subjected to harassment or retaliation as a result of such a report. Any retaliation or harassment must be reported immediately to the Department Director and/or to the Director of Human Resources and Risk Management. An investigation will be conducted and completed in a prompt manner. Immediate action will be taken.

### **Section 10 - Ban on Deadly Weapons**

Possession, use, or threat to use a deadly weapon, including but not limited to all firearms and explosive devices, by a City employee is forbidden at any City job site, on City owned, leased or rented property, the beach, in City vehicles, or in private vehicles parked on City property. An exception is made when possession or use of such a weapon is necessary and is a City requirement of the job, such as with law enforcement officers. City employees who carry a concealed firearm, or other weapon, for a lawful purpose within the interior of their private vehicle, must have the weapon securely encased or otherwise not readily accessible for immediate use. Employees have a responsibility to notify their immediate supervisor about their weapon.

The City can request the cooperation of an employee to conduct a search of personal property such as packages, briefcases, purses and similar containers as well as private vehicles parked on City property if there are reasonable grounds and a credible witness(es) who believe that an employee may be in violation of this policy. Employees who are unwilling to have personal property searched must immediately remove said property from City premises if ordered to do so. Refusal to comply with an order to remove personal property from City premises may result in disciplinary action.

City supervisory and managerial staff have a right to enter or search City property with or without prior notice. City property includes desks, lockers (even with privately owned locks), office equipment such as copiers, fax machines, computers, telephones, and E-mail. As a consequence, any area is subject to monitoring and/or search. Any misuse of City property in connection with an act or threat of violence may be used in support of disciplinary action or criminal prosecution even following a first offense.

### **Section 11 - Restraining Orders and Injunctions**

Cases of City employees involved in personal disputes with internal or external individuals at times can escalate to the point where the issuance of injunctions, restraining orders, and other Court Orders are sought.

In order to maintain the safest possible work environment, employees should include their work locations upon the issuance of any restricting Court Order. Employees are encouraged to inform the Director of Human Resources and Risk Management as well as their supervisors immediately in these cases and provide a copy of the Order to the Human Resources Department. Even in the case where an employee has not yet secured a Court Order, but has reason to fear for his/her personal safety, reporting of these concerns to the supervisor, manager, Department Director, or the Director of Human Resources and Risk Management is of great importance.

Any employee who is subject to a Court Order in matters involving domestic violence, stalking or harassment, among other types of protective orders, including, but not limited to, Temporary Restraining Orders, may be placed on administrative leave, transferred or separated from service.

### **Section 12 - Coping with Workplace Violence Incidents / Additional Guidelines**

The best method to cope with workplace violence is to avoid situations where violence is likely to occur. That is, with the expectation that all employees will conduct themselves in a professional, courteous and respectful manner at all times.

Department Heads/Directors, managers, and supervisors faced with a potentially violent situation should not allow a verbal altercation to escalate into a more serious situation.

When confronted with a violent situation between two (2) employees, an attempt should be made to separate the two people unless the manager or supervisor feels that other individuals would be endangered by such action.

If a violent or volatile situation occurs, call "9-1-1" immediately and thereafter, contact the Critical Incident Coordinator and the Department Director involved.

Once the immediate situation is controlled, the Critical Incident Coordinator, in cooperation with the Department Director, law enforcement, and others as needed, will conduct an investigation into the incident. The investigation shall include interviews with all parties involved and any witnesses, as well as obtaining written statements. Employees who are involved in such an investigation are required to cooperate.

The Department Director or his/her designee may order that the parties leave the work site immediately, with or without paid leave, depending on the circumstances and pending

completion of the investigation. The Department Director shall contact the Critical Incident Coordinator for guidance on the appropriate method for such immediate action.

Employees involved in a workplace violence situation are entitled to be represented by IUPAT or counsel during the interviews or meetings. The Critical Incident Coordinator will also provide Department Directors with advice in cases where this policy has been violated and the employee is subject to possible disciplinary action.

Should an employee become the victim of an incident of workplace violence, the Critical Incident Coordinator or other authorized City Management representatives may offer the services of the Employee Assistance Plan (EAP) or other medical professionals to assist in coping with any effects of the incident.

In cases where employees violate this policy and it is determined in the investigation that the employee did in fact, commit a violent act, he/she may be formally referred to the EAP or a medical professional by the Critical Incident Coordinator (Director of Human Resources and Risk Management) or other authorized City Management representatives. The purpose of the EAP or medical professional referral is to determine the employee's psychological fitness for duty to perform his/her City job responsibilities. A return to work evaluation and release will be required through a medical professional. Unless mitigating circumstances exist, failure by the employee to keep any appointment with the EAP or the medical professional could result in disciplinary action up to and including termination.

### **Section 13 - Post Incident Response**

Post incident response involves taking care of injured and/or affected employees and providing treatment for victims and employees who may be traumatized by involvement or by witnessing a violent incident. Department Directors, managers, and supervisors are responsible for ensuring that the injured employees receive prompt medical attention if needed. Counseling shall be made available to victimized employees through the EAP or medical professionals as is deemed appropriate.

### **Section 14 - Record Keeping**

Record-keeping is of the utmost importance to the success of a workplace violence prevention program or policy. Maintaining good records is essential for evaluation, and is absolutely critical in determining the severity of problem areas, reviewing preventative actions, identifying trends, and helping to measure the success of workplace violence prevention initiatives. The confidentiality of workplace violence incidents will be maintained consistent with Florida Public Records Law.

### **Section 15 - Disclosure Statement**

Employees who plead guilty, or nolo contendere (i.e., "no contest"), or who are convicted of felonies or misdemeanors (involving use of a weapon or physical violence), are required to disclose this information to their Department Directors and the Director of Human Resources and Risk Management within five (5) calendar days of the date of the Court action. This disclosure requirement applies even if the action took place in another

State.

The policies established by this ordinance shall not be applicable to bargaining unit members until such time as the City has obtained a consent and waiver from the members' union(s) to implement the policy as to their members or until the bargainable aspects of the policy have been resolved by bargaining or impact bargaining, if timely demanded by IUPAT.

## **Article 31 - Pension Benefits**

### **Section 1 - Pension and Retirement Benefits**

The City provides pension benefits for full-time permanent employees as set forth in Section 54-136 through 54-228 (defined benefit plan), and 54-331 and 54-332 (ICMA plan). All full-time employees of the City hired after January 1991 shall only be entitled to defined contribution benefits under the ICMA plan. Though the defined benefit plan is closed, employees who have previously timely elected to participate in the pension benefits provided for in the defined benefit plan may continue their participation in that plan.

## **Article 32 - Duration**

### **Section 1 - Effective Dates of Agreement**

This Agreement shall be effective as of October 1, 2021 and shall continue in full force and effect through September 30, 2024.

**Signature Page follows as Page 57 of 57 Pages**

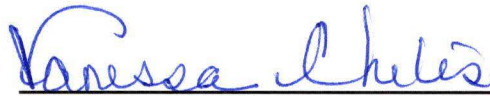
IN WITNESS WHEREOF, the Parties hereto have caused the signatures of their representatives to be affixed hereto this 13th day of September, 2021.

**For:**

**Local 1010 / District Council  
78 International Union of  
Painters and Allied Trades  
[IUPAT]**




**Gerry Showers**  
Business Representative/Chief Negotiator  
IUPAT District Council 78  
1010



**Vanessa Chiles**  
Chief Steward  
IUPAT Local

**For:**

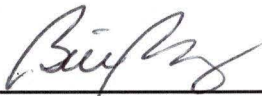
**The City of Deerfield Beach, Florida [City]**



**Amanda Robin**  
Chief Human Resources Officer  
City of Deerfield Beach

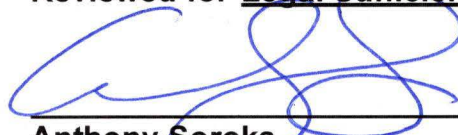


**David Santucci**  
City Manager  
City of Deerfield Beach



**The Honorable Bill Ganz**  
Mayor  
City of Deerfield Beach

**Reviewed for Legal Sufficiency:**



**Anthony Soroka**  
City Attorney  
City of Deerfield Beach

**Appendix A**  
**Bargaining Unit Classifications and Pay Grades**

<b>Class Title</b>	<b>Grade</b>	<b>Hourly Minimum</b>	<b>Hourly Maximum</b>
ADMINISTRATIVE ASSISTANT	N08	\$ 17.1003	\$ 26.5052
BACKFLOW TECHNICIAN	N11	\$ 20.4821	\$ 31.7472
BUS DRIVER PT	N07	\$ 16.1017	\$ 24.9581
BUS DRIVER	N07	\$ 16.1017	\$ 24.9581
BUYER	N13	\$ 23.1005	\$ 35.8060
CASHIER CLERK PT	N07	\$ 16.1017	\$ 24.9581
CERTIFIED NURSING ASSISTANT PT	N09	\$ 18.1603	\$ 28.1486
CERTIFIED NURSING ASSISTANT	N09	\$ 18.1603	\$ 28.1486
CONCESSION ATTENDANT PT	N04	\$ 13.4434	\$ 20.8369
CONSTRUCTION ADMINSTRATIVE SUPPORT SPECIALIST	N12	\$ 21.7520	\$ 33.7156
CONTAINER SERVICE WORKER	N10	\$ 19.2865	\$ 29.8939
CREW LEADER	N12	\$ 21.7520	\$ 33.7156
CROSS CONNECTION CONTROL SPECIALIST	N12	\$ 21.7520	\$ 33.7156
CROSSING GUARD	N05	\$ 14.2768	\$ 22.1286
CUSTOMER SERVICE REPRESENTATIVE	N08	\$ 17.1003	\$ 26.5052
DRIVER COLLECTOR PT	N11	\$ 20.4821	\$ 31.7472
DRIVER COLLECTOR	N11	\$ 20.4821	\$ 31.7472
ENGINEERING RECORDS SPECIALIST	N14	\$ 24.5327	\$ 38.0257
ENGINEERING TECHNICIAN	N14	\$ 24.5327	\$ 38.0257
EQUIPMENT OPERATOR	N09	\$ 18.1603	\$ 28.1486
EQUIPMENT OPERATOR, SENIOR	N11	\$ 20.4821	\$ 31.7472
FACILITIES TECHNICIAN	N11	\$ 20.4821	\$ 31.7472
HVAC TECHNICIAN	N11	\$ 20.4821	\$ 31.7472
INFORMATION & REFERRAL COORDINATOR	N10	\$ 19.2865	\$ 29.8939
INFRASTRUCTURE MAINTENANCE CREW LEADER	N12	\$ 21.7520	\$ 33.7156
INSTRUMENT TECHNICIAN	N14	\$ 24.5327	\$ 38.0257
INVENTORY CONTROL CLERK	N09	\$ 18.1603	\$ 28.1486
INVENTORY COORDINATOR	N13	\$ 23.1005	\$ 35.8060
IRRIGATION SPECIALIST	N10	\$ 19.2865	\$ 29.8939
LANDSCAPE CREW LEADER	N12	\$ 21.7520	\$ 33.7156
LANDSCAPE TECHNICIAN	N12	\$ 21.7520	\$ 33.7156
LEAD FACILITIES TECHNICIAN	N13	\$ 23.1005	\$ 35.8060
LEAD STORMWATER TECHNICIAN	N14	\$ 24.5327	\$ 38.0257
LEAD WATER OPERATOR	N14	\$ 24.5327	\$ 38.0257
LICENSED PRACTICAL NURSE	N11	\$ 20.4821	\$ 31.7472

LIFEGUARD LIEUTENANT	N14	\$ 24.5327	\$ 38.0257
MAINTENANCE LANDSCAPER	N12	\$ 21.7520	\$ 33.7156
MAINTENANCE WORKER	N08	\$ 17.1003	\$ 26.5052
MAINTENANCE WORKER PT	N08	\$ 17.1003	\$ 26.5052
MAINTENANCE WORKER, SENIOR	N10	\$ 19.2865	\$ 29.8939
MECHANIC	N11	\$ 20.4821	\$ 31.7472
MECHANIC, SENIOR	N13	\$ 23.1005	\$ 35.8060
OCEAN LIFEGUARD PT	N10	\$ 19.2865	\$ 29.8939
OCEAN LIFEGUARD	N10	\$ 19.2865	\$ 29.8939
OFFICE AUTOMATION SPECIALIST	N08	\$ 17.1003	\$ 26.5052
OFFICE SPECIALIST	N08	\$ 17.1003	\$ 26.5052
OUTREACH COORDINATOR PT	N05	\$ 14.2768	\$ 22.1286
PARKING METER TECHNICIAN PT	N08	\$ 17.1003	\$ 26.5052
PARKING METER TECHNICIAN	N08	\$ 17.1003	\$ 26.5052
PIER ATTENDANT PT	N05	\$ 14.2768	\$ 22.1286
PLANT MECHANIC	N11	\$ 20.4821	\$ 31.7472
PLANT TECHNICIAN	N09	\$ 18.1603	\$ 28.1486
PLUMBING JOURNEYMAN	N11	\$ 20.4821	\$ 31.7472
PRESCHOOL TEACHER PT	N09	\$ 18.1603	\$ 28.1486
PRESCHOOL TEACHER	N09	\$ 18.1603	\$ 28.1486
PROGRAM LEADER	N10	\$ 19.2865	\$ 29.8939
RECREATION LEADER PT	N04	\$ 13.4434	\$ 20.8369
REGISTERED NURSE PT	N13	\$ 23.1005	\$ 35.8060
SANITATION WORKER	N07	\$ 16.1017	\$ 24.9581
SCADA SYSTEM ANALYST	N15	\$ 26.0538	\$ 40.3835
SENIOR CASHIER CLERK	N08	\$ 17.1003	\$ 26.5052
STORMWATER MAINTENANCE	N08	\$ 17.1003	\$ 26.5052
STORMWATER TECHNICIAN	N10	\$ 19.2865	\$ 29.8939
STORMWATER TECHNICIAN SENIOR	N12	\$ 21.7520	\$ 33.7156
TRANSPORTATION SPECIALIST	N08	\$ 17.1003	\$ 26.5052
TRANSPORTATION SPECIALIST PT	N08	\$ 17.1003	\$ 26.5052
UTILITY ELECTRICIAN	N12	\$ 21.7520	\$ 33.7156
UTILITY ELECTRICIAN, SENIOR	N15	\$ 26.0538	\$ 40.3835
UTILITY LOCATOR TECHNICIAN	N09	\$ 18.1603	\$ 28.1486
VOLUNTEER COORDINATOR PT	N05	\$ 14.2768	\$ 22.1286
WASTEWATER COLLECTION CREW LEADER	N12	\$ 21.7520	\$ 33.7156
WASTEWATER SERVICE WORKER	N10	\$ 19.2865	\$ 29.8939
WASTEWATER TECHNICIAN	N09	\$ 18.1603	\$ 28.1486
WATER DISTRIBUTION CREW LEADER	N12	\$ 21.7520	\$ 33.7156
WATER DISTRIBUTION SERVICE WORKER	N10	\$ 19.2865	\$ 29.8939
WATER LABORATORY TECHNICIAN PT	N11	\$ 20.4821	\$ 31.7472
WATER LABORATORY TECHNICIAN	N11	\$ 20.4821	\$ 31.7472



WATER MECHANIC	N11	\$ 20.4821	\$ 31.7472
WATER OPERATOR TRAINEE	N11	\$ 20.4821	\$ 31.7472
WATER OPERATOR	N12	\$ 21.7520	\$ 33.7156
WATER SAFETY INSTRUCTOR PT	N07	\$ 16.1017	\$ 24.9581

**Appendix B**  
**City of Deerfield Beach IUPAT Grievance Form**

(Please write legibly, except where Print or Signature is Required)

Grievant/Employee's Full Name:	Department and Division:	Job Classification:
Date of occurrence giving rise to Grievance:		
Article & Section of IUPAT Agreement, or Applicable Employment Law, allegedly violated:		
Explanation of Grievance:		
Remedy being sought:		
Signature of Grievant:		
Name of Steward, if applicable:	Signature of Steward, if applicable:	
<i>Grievant is responsible for documenting/providing the timely receipt of a written grievance at each of the Steps contained in the Grievance Procedure provided in Article 14, Section 4 of the IUPAT Agreement.</i>		

**Step 1 Processing - Submission**

Name of Immediate Supervisor:	
Date & Time delivered to, & received by, Immediate Supervisor or Designee:	
Signature of Immediate Supervisor (or designee):	
Signature of Grievant:	Signature of Steward if applicable:
<i>The appropriate City representative shall be responsible for documenting/providing the timely delivery of a written answer to both the Grievant and IUPAT at each of the Steps contained in the Grievance Procedure provided in Article 14, Section 4 of the IUPAT Agreement.</i>	

### **Step 1 Processing - Response**

Step 1 Grievance Answer by Immediate Supervisor:	
Date & Time delivered to, & received by, Grievant and IUPAT:	
Signature of Immediate Supervisor:	
Signature of Grievant:	Signature of Steward if applicable:

### **Step 2 Processing - Submission**

Name of Department Head/Director:	
Date & Time submitted to, & received by, Department Head/Director (or designee):	
Signature of Department Head/Director (or designee):	
Signature of Grievant:	Signature of Steward if applicable:

### **Step 2 Processing - Response**

Step 2 Grievance Answer by Department Head/Director:	
Date & Time delivered to, & received by, Grievant and IUPAT:	
Signature of Department Head/Director:	
Signature of Grievant:	Signature of Steward, if applicable:

### **Step 3 Processing - Submission**

Name of City's Chief Human Resources Officer:	
Date & Time submitted to, & received by, City's Chief Human Resources Officer (or designee):	
Signature of City's Chief Human Resources Officer (or designee):	
Signature of Grievant:	Signature of Steward, if applicable:

### **Step 3 Processing - Response**

Step 3 Grievance Answer by City's Chief Human Resources Officer:	
Date & Time delivered to, & received by, Grievant and IUPAT:	
Signature of City's Chief Human Resources Officer:	
Signature of Grievant:	Signature of Steward, if applicable:

### **Step 4 Processing - Submission**

Name of City Manager:	
Date & Time submitted to, & received by, City Manager (or designee):	
Signature of City Manager:	
Signature of Grievant:	Signature of Steward, if applicable:

### **Step 4 Processing - Response**

Step 4 Grievance Answer by City Manager:	
Date & Time delivered to, & received by, Grievant and IUPAT:	
Signature of City Manager:	
Signature of Grievant:	Signature of Steward, if applicable:

### **Step 5 Processing – Submission**

*If a grievance is not resolved at Step 4, IUPAT (and only IUPAT) may file a written request for arbitration with the Federal Mediation and Conciliation Service [FMCS] within (10) work days of Grievant's receipt of the City Manager's written answer at Step 4.*

**Appendix C**  
**Medical Insurance**

Effective January 1, 2022 – December 31, 2022 (Table 1)

<b>Plan Name</b>	<b>Tier of Coverage</b>	<b>Cost Share</b>			<b>Employer + Employee Combined Monthly Cost Effective 1/1/22</b>	<b>Employee Per Pay Contributions Effective 1/1/22</b>	<b>Employee Per Pay Contribution Difference</b>
Platinum	Employee Only	85/15			\$1,164.05	\$80.59	\$11.47
	Employee + Spouse	75/25			\$2,444.51	\$282.06	\$40.16
	Employee + Child(ren)	75/25			\$2,211.72	\$255.20	\$36.33
	Employee + Family	75/25			\$3,724.99	\$429.81	\$61.19
Gold	Employee Only	90/10			\$774.29	\$35.74	\$0.00
	Employee + Spouse	80/20			\$1,626.01	\$150.09	\$0.00
	Employee + Child(ren)	80/20			\$1,471.15	\$135.80	\$0.00
	Employee + Family	80/20			\$2,477.74	\$228.71	\$0.00
Silver	Employee Only	95/5			\$611.83	\$14.12	\$0.00
	Employee + Spouse	80/20			\$1,293.57	\$119.40	\$0.00
	Employee + Child(ren)	80/20			\$1,169.62	\$107.96	\$0.00
	Employee + Family	80/20			\$1,975.33	\$182.34	\$0.00

Effective January 1, 2023 – December 31, 2023 (Table 2)

<b>Plan Name</b>	<b>Tier of Coverage</b>	<b>Cost Share percentage City / Employee</b>	<b>Employer + Employee Combined Monthly Cost</b>	<b>Employee Per Pay Contributions</b>	<b>Employee Per Pay Contribution Difference</b>
Platinum	Employee Only	85% / 15%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	75% / 25%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	75% / 25%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	75% / 25%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
Gold	Employee Only	90% / 10%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
Silver	Employee Only	95% / 5%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	80% / 20%	TBD (provided by November 2022)	TBD (provided by November 2022)	TBD (provided by November 2022)

Effective January 1, 2024 – December 31, 2024 (Table 3)

<b>Plan Name</b>	<b>Tier of Coverage</b>	<b>Cost Share percentage City / Employee</b>	<b>Employer + Employee Combined Monthly Cost</b>	<b>Employee Per Pay Contributions</b>	<b>Employee Per Pay Contribution Difference</b>
Platinum	Employee Only	85% / 15%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	75% / 25%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	75% / 25%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	75% / 25%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
Gold	Employee Only	90% / 10%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
Silver	Employee Only	95% / 5%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	80% / 20%	TBD (provided by November 2023)	TBD (provided by November 2023)	TBD (provided by November 2023)

**Appendix D**  
**Dental Insurance**

Effective January 1, 2022 – December 31, 2022 (Table 1)

<b>Plan Name</b>	<b>Tier of Coverage</b>	<b>Cost Share</b>			<b>Employer + Employee Combined Monthly Cost Effective 1/1/22</b>	<b>Employee Per Pay Contributions Effective 1/1/22</b>	<b>Employee Per Pay Contribution Difference</b>
Dental PPO	Employee Only	90/10			\$37.20	\$1.72	\$0.00
	Employee + Spouse	50/50			\$74.40	\$17.17	-\$1.72
	Employee + Child(ren)	50/50			\$81.60	\$18.83	-\$3.38
	Employee + Family	50/50			\$86.32	\$19.92	-\$4.47

Effective January 1, 2023- December 31, 2023 (Table 2)

<b>Plan Name</b>	<b>Tier of Coverage</b>	<b>Cost Share Percentage City / Employee</b>	<b>Employer + Employee Combined Monthly Cost</b>	<b>Employee Per Pay Contributions</b>
Dental PPO	Employee Only	90% /10%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)



Effective January 1, 2024 – December 31, 2024 (Table 3)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Dental PPO	Employee Only	90% /10%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)

**Appendix E**  
**Vision Insurance**

Effective January 1, 2022 – December 31, 2022 (TABLE 1)

Plan Name	Tier of Coverage	Cost Share			Employer + Employee Combined Monthly Cost Effective 1/1/22	Employee Per Pay Contributions Effective 1/1/22	Employee Per Pay Contribution Difference
Vision	Employee Only	90/10			\$4.35	\$0.20	-\$0.80
	Employee + Spouse	50/50			\$9.36	\$2.16	-\$0.43
	Employee + Child(ren)	50/50			\$10.20	\$2.35	-\$0.48
	Employee + Family	50/50			\$15.16	\$3.50	-\$0.70

Effective January 1, 2023 TABLE 2)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Vision	Employee Only	90% / 10%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Spouse	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)
	Employee + Family	50% / 50%	TBD (provided by November 2022)	TBD (provided by November 2022)

Effective January 1, 2024 TABLE 3)

Plan Name	Tier of Coverage	Cost Share Percentage City / Employee	Employer + Employee Combined Monthly Cost	Employee Per Pay Contributions
Vision	Employee Only	90% /10%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Spouse	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Child(ren)	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)
	Employee + Family	50% / 50%	TBD (provided by November 2023)	TBD (provided by November 2023)

**Appendix F**  
**IUPAT Classifications Eligible for “Safety Day”**

**8 hour safety day**

Backflow Technician  
Bus Driver  
Container Serviceworker  
Crew Leader  
Cross Connection Control Specialist  
Driver Collector  
Equipment Operator  
Equipment Operator Senior  
Facilities Technician  
Infrastructure Maintenance Crew Leader  
Irrigation Specialist  
Landscape Crew leader  
Landscape Technician  
Lead Facilities Technician  
Maintenance Landscaper  
Maintenance Worker  
Maintenance Worker Senior  
Sanitation Worker  
Stormwater Maintenance  
Stormwater Technician Senior  
Utility Locator Technician  
Wastewater Collection Crew Leader  
Water Distribution Crew Leader  
Water Plant Crew Leader Wastewater Service Worker  
Water Distribution Service Worker

**4 hour safety day**

Engineering Technician  
Instrument Technician  
Utility Electrician  
Utility Electrician Senior  
Water Laboratory Technicians  
Plant Mechanic

**Appendix G**  
**Performance Evaluation Form**  
**EMPLOYEE PERFORMANCE EVALUATION**

EMPLOYEE INFORMATION		
Employee Name:	Position:	
Department:	Immediate Supervisor:	
Review Period Ending Date:	Date of Review:	Type: <input type="checkbox"/> Probation <input type="checkbox"/> Annual
KEY WORK PARTNERS		
Please list individuals and/or teams the employee works with throughout the year from which the supervisor obtained input on the employee's performance:		
PERFORMANCE STANDARDS		
Performance will be evaluated using the below ten (10) standards		
S=Satisfactory NI=Needs Improvement	2% merit = 8 - 10 Above Satisfactory 1% merit = 7 Satisfactory 0% merit = 6 and below (mandatory PIP)	
<b>Communication:</b> Is the Employee professional in their communications, using the appropriate means to their specific position in ways that strengthen knowledge up and/or down the chain of command to provide appropriate and accurate information?	S	NI
Explanation: (only if NI is used)		
<b>Initiative:</b> Does the Employee see tasks that require action and then take appropriate action without specific direction? Does the Employee demonstrate ability to be a self-starter and perform additional tasks as time permits?	S	NI
Explanation: (only if NI is used)		
<b>Teamwork:</b> Does the Employee work well with other stakeholders and assist in getting the job done, as well as participate in and contribute to group/team discussions to assist in problem solving and improving processes?	S	NI
Explanation: (only if NI is used)		
<b>Customer Service:</b> Does the Employee represent the City in a positive and professional manner showing respect to customers both internally and externally?	S	NI
Explanation: (only if NI is used)		
<b>Problem Solving:</b> Does the Employee demonstrate the ability to analyze situations and use good judgment to deliver solutions within the scope of their authority, as well as provide input, information and recommendations to their supervisor on matters within their scope?	S	NI
Explanation: (only if NI is used)		
<b>Dependability:</b> Is the Employee trustworthy and reliable, which is demonstrated by the consistent completion of tasks, timely meeting of required deadlines, reporting to work regularly and on-time and abiding by policies and procedures?	S	NI
Explanation: (only if NI is used)		
<b>Job Skills and Knowledge:</b> Does the Employee performs their job duties at a satisfactory level concurrent with the knowledge, skills, abilities and requirements of their job description/position?	S	NI
Explanation: (only if NI is used)		

## EMPLOYEE PERFORMANCE EVALUATION

<b>Safety:</b> Does the Employee utilize safety techniques, skills, and personal protective equipment in a manner consistent with their training and City policies and other regulations? Is the Employee proactive in reducing risk or safety hazards in the work environment?	S	NI
Explanation: (only if NI is used)		
<b>Conduct and Professionalism:</b> Does the Employee demonstrate the ability to maintain tact and bearing, treats others with respect and courtesy, and conducts themselves professionally with a reflection of a positive image for the City?	S	NI
Explanation: (only if NI is used)		
<b>Quantity/Quality of Work:</b> Does the employee produce work compared to department standards, as well as complete work accurately, neatly, thoroughly and meet deadlines?	S	NI
Explanation: (only if NI is used)		
Total Satisfactory (S): ____ Total Needs Improvement (NI): ____	% Increase ____ 0% + PIP (6 & below) ____ 1% (7 Satisfactory) ____ 2% (8-10 Above Satisfactory)	

### PERSONAL INITIATIVES – FULL-TIME EMPLOYEES ONLY

Individual initiatives must use SMART (Specific, Measurable, Actionable, Realistic, and Time-bound) methodology.

Employees are eligible to receive an additional 1% merit increase by scoring a 9 or 10 in the Performance Standards section and satisfying all of the Personal Initiatives below.

Performance Initiatives demonstrate that an employee has substantially exceeded the basic competencies of their position (as outlined in the job description and the Annual Employee Performance Evaluation) by meeting one or more of the following criteria: demonstrated job growth, performed added duties reflecting career growth, performed at a high level as compared to other employees, accomplished a special project or achieved high project outcomes.

At the beginning of the rating period, the Personal Initiatives must be mutually set between the employee and supervisor.

#### Current Reporting Period – Personal Initiatives

The employee has met \_\_\_\_ out of \_\_\_\_ initiatives from the current reporting period.

Employee must meet 3 out of 3 initiatives in order to receive a 1% Merit Bonus.

#### Next Reporting Period – Personal Initiatives

Initiative:

Initiative:

Initiative:

\_\_\_\_ % Performance Standards + \_\_\_\_ % Personal Initiatives = \_\_\_\_ % Total Merit

Immediate Supervisor's Signature:	Date:
Additional Supervisory Signature (if applicable):	Date:
Additional Supervisory Signature (if applicable):	Date:
Department Director's Signature:	Date:
Employee's Signature:	Date:

### Instructions and Guidance:

- Key Work partners are any individuals who can contribute to the evaluation of an employee by having firsthand knowledge in determining if the employee is satisfactory (or not) in each performance standard as well as the Personal Initiatives.
- Supervisor selects S for satisfactory or NI for needs improvement for each standard based on the relevant reporting period. After completing all 10 standards, supervisor will tally the S's and the NI's and place in the appropriate box.
- The total Performance Standard score correlates to a % increase:
  - 8-10 ABOVE SATISFACTORY = 2% MERIT
  - 7 SATISFACTORY = 1% MERIT
  - 6 AND BELOW = 0% MERIT, PERFORMANCE IMPROVEMENT PLAN
- Anyone receiving a 6 and below must have disciplinary action on file during the relevant period (including record of oral counseling which would not be part of the official employee record).
- Personal initiatives consist of three initiatives demonstrating that an employee has substantially exceeded the basic competencies and accountabilities of their position (as outlined in the job descriptions and the Annual Employee Performance Evaluation). An employee that meets all three initiatives during the reporting period earn an addition 1% increase. Employees in the same job classification shall have a group meeting at the start of each fiscal year with the supervisor Department Director to develop common goals to instill fairness in developing the initiatives, though initiatives may slightly vary by employee based on the annual review date.
- Employee would receive the total of: the performance standard merit (up to 2%) and the personal initiative bonus (1%) for up to 3% total merit. Employees are guaranteed the 1% initiative bonus in FY22 (10/1/21-9/30/22).