

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF LAKE WORTH

AND

THE LAKE WORTH PUBLIC EMPLOYEES UNION

October 1, 2006- September 30, 2009

**AGREEMENT BETWEEN
THE CITY OF LAKE WORTH
and
Lake Worth Public Employees Union
affiliated with: FPD/NUHHCE**

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Agreement

This contract is between the City of Lake Worth, hereafter referred to as the City and the Public Employees Union, hereafter referred to as the Union, as the exclusive bargaining agent of the employees described in the certification issued by the Public Employees Relations Commission in Case No. 93E-243, issued October 26, 1993, as amended by Order 94E-212, issued August 3, 1994.

The right of persons to work shall not be denied or abridged on account of membership or non-membership in any labor Union or labor organization. The right of the employees, by and through a labor organization, to bargain collectively shall not be denied or abridged. Public employees shall not have the right to strike.

The collective bargaining rights of the City, Union and employees shall be as provided in Chapter 447, Part II, Florida Statutes.

Preamble

WHEREAS, it is recognized by the parties hereto that the declared public policy of the State and the purpose of Part II, Chapter 447, Florida Statutes, is to provide statutory implementation of Section 6, Article 1 of the Constitution of the State of Florida, and to promote harmonious and cooperative relationships between City government and its employees, both collectively and individually, and to protect the public by assuring, at all times, the uninterrupted operations and functions of City Government; and

WHEREAS, it is the intent of the parties to this Agreement to set forth the entire Agreement with respect to matters within the scope of negotiations; and

WHEREAS, the above language is a statement of intent and therefore not subject to the grievance procedure as outlined in Article 10;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties do agree to the language as contained in the following articles.

Scope of Bargaining

The Scope of Collective Bargaining between the City and the Union shall be wages, hours, terms, and conditions of employment of the employees and all other mandatory and/or permissible subjects of bargaining with Chapter 447 of the Florida Statutes.

In the event either or both parties during the course of negotiations makes a declaration of impasse, the parties agree that such impasse shall follow the steps as set forth in FS 447.403.

Article 1 - Recognition

Section 1 - Inclusions

- (A) The City hereby recognizes the Public Employees Union (PEU) FPD/NUHHCE as the exclusive representative for the purposes of collective bargaining with respect to wages, hours, and terms and conditions of employment for all persons included in the bargaining unit as determined by PERC.
- (B) This Agreement includes all full-time employees in the classifications and positions listed in Appendix A of this Agreement.

Section 2 - Exclusions

Specifically excluded are managerial employees and confidential employees and any other employees represented by another exclusive bargaining agent.

Section 3 - New Positions/Classes

- (A) When a new position is created in a classification that is included in the bargaining unit, and the City believes that the position should be excluded from the unit, the Union will be notified by being given a copy of the City's application to PERC seeking exclusion of the position

from the unit.

- (B) When the City establishes a new classification that would be included in the unit, the Union will be given advance notice in writing as to the City's determination of the unit into which the new classification will be assigned.
- (C) If a dispute arises as to the bargaining unit assignment under (A) or (B) above, the matter shall be resolved by PERC in accordance with its rules.

Article 2 - Gender Reference

All references in this Agreement to employees of the male gender are used for convenience only and shall be construed to include both male and female employees.

Article 3 - Dues Check-Off

Section 1 - Deductions

- (A) During the term of this Agreement, the City, by and through its respective agencies, agrees to deduct Union membership dues, uniform assessments, if any, as provided for in Section 447.303, Florida Statutes, and mutually agreed by the City and Union, in an amount established by the Union and certified in writing by a duly authorized officer of the Union to the City, from the pay of those employees in the Unit who individually make such request on a written check-off authorization form provided by the Union (Appendix B). Such deduction will be made by the agency when other payroll deductions are made and will begin with the pay for the first full pay period following receipt of the authorization by the City.
- (B) The Union shall advise the City of any uniform assessment or increase in dues in writing at least thirty

(30) days prior to its effective date.

- (C) This Article applies only to the deduction of membership dues and uniform assessments, if any, and shall not apply to the collection of any fines, penalties, or special assessments.
- (D) Employee organization dues deduction will be provided for the certified bargaining agent only.
- (E) Deduction of membership dues shall be charged an administrative fee of \$.05 per member per month. A fee of \$1.00 will be charged for each deletion or addition caused by a change in membership.

Section 2 - Remittance

- (A) Deductions of dues and uniform assessments, if any, shall be remitted exclusively to a duly authorized representative as designated in writing by the Union, by the City, on either a biweekly or monthly cycle along with a list containing names, social security numbers, division and amount deducted of the employees for whom the remittance is made.
- (B) Employees' transfers or promotions within the certified bargaining unit shall not require the submission of new dues authorization forms.

Section 3 - Termination of Deduction

Deduction for Union dues and/or uniform assessments shall continue until either:

- 1) revoked by the employee by providing the City and the Union with thirty (30) days written notice of terminating his check-off authorization;
- 2) revoked pursuant to Section 447.507, Florida Statutes;
- 3) the termination of employment; or
- 4) The transfer, promotion, or demotion of the employee out of this bargaining unit.

Section 4

The City shall not deduct any Union fines, penalties, or special assessments from the pay of an employee.

Article 4 - No Discrimination

Section 1 - Non-Discrimination Policy - Age, Sex, Race, Color, Religion, National Origin, Physical Handicap Disability, Marital Status.

- (A) The City and the Union shall not discriminate against any employee for any reason prohibited by law. Consistent with Chapter 447, Florida Statutes, public employees in the State of Florida have the right to self-organization, to form, join, or assist labor unions or labor organizations, or to refrain from such activity, to bargain collectively through representatives of their own choosing, and to engage in concerted activities, for the purposes of collective bargaining or other mutual aid or protection.
- (B) The Union shall have the right to consult on issues of discrimination on sexual harassment with the Personnel Director or his designee. Any claim of discrimination or sexual harassment by an employee against the City under this Section shall be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law and/or through the grievance arbitration procedure.
- (C) Employees shall have and retain all rights guaranteed by the United States Constitution, Constitution of the State of Florida, City of Lake Worth Policies and Regulations, and all applicable statutes.

Section 2 - Non-Discrimination - Union Activity

- (A) Neither the City nor the Union shall interfere with the rights of employees covered by this Agreement to become or refrain from becoming members of the Union.

- (B) Claims of Union discrimination against the City, its officers or representatives, shall be reviewable either under the provisions of Article 10 (Grievance Procedure) of this Agreement or through the Public Employees Relations Commission.

Article 5 - Union Rights

- (A) The Union may designate one representative for each department and one representative for each division, except for those departments, which are in one location where there will be one representative.
- (B) Union representatives and/or their designees shall be allowed to visit City facilities and work sites for the purpose of enforcing this Agreement.
- (C) The principal representative will, under normal circumstances, be granted leave without pay for his attendance at regularly scheduled Union seminars and conventions. If the Union desires, the City will provide administrative leave to the representatives and the Union will reimburse the City for wages. Leave granted under this paragraph will not exceed seven (7) days per contract year.
- (D) The principal representative shall be granted four (4) hours of administrative leave per month to conduct Union business.
- (E) The City shall provide space for an exclusive bulletin board or make space available on an existing bulletin board at the locations indicated in Appendix D for the purpose of posting Union literature.
- (F) The City shall, upon request, provide the Union on a quarterly basis an updated bargaining unit list including names, addresses, social security numbers and positions.
- (G) The City shall at the Union's request provide space for

membership meetings as space and scheduling permit. The Union will provide the City Manager or designee with five (5) calendar days notice of any meeting. Permission may be withdrawn if the room is needed for other use. The Union agrees to leave the meeting room in its original condition at the end of the meeting and will be responsible for damage committed within.

- (H) The City shall make available to the Union a complete agenda of all City Commission meetings and a copy of all minutes of such meetings.

Article 6 - Employee, Management and Union Communications

Section 1 - Employee Policy and Procedure

If interpretations of the Personnel Policy are put in writing, a copy shall be sent to the Union upon request.

Section 2 - Consultation Meetings

- (A) Upon request by the Union, the City negotiating team shall meet and consult on a quarterly basis. Such meetings shall be held at a time and place mutually agreed to by the City and the Union.
- (B) The purpose of all consultation meetings shall be to discuss matters relating to the administration of this Agreement and any activity which affects Unit employees. No such meeting shall be used for the purpose of discussing pending grievances or for negotiation purposes. No later than seven (7) calendar days prior to the scheduled meeting date, the parties shall exchange agendas indicating matters they wish to discuss.
- (C) Any decision(s) reached through consultation meetings shall be reduced to writing by the City and a copy shall be furnished to the Union.

Section 3 - Bulletin Boards

- (A) Union bulletin boards may be used to communicate with and inform unit employees. Bulletin board items may include notices of meetings, elections, and other related materials pertaining to the welfare of Union members. Notices posted on these bulletin boards shall not contain anything political reflecting adversely on the City or any of its officers or employees; nor shall any posted material violate or have the effect of violating any law, rule or regulation.
- (B) Notices submitted for posting must be dated and bear the signature of the Union's authorized representative and must be removed within thirty (30) days unless granted express permission by the Personnel Director. Such permission shall not be unreasonably denied.

Section 4 - Employee Lists

The City will upon request, on a quarterly basis, provide the Union with a list giving the name, home address on file, classification title, and gross salary for each employee in the bargaining unit. This list will be prepared on the basis of the latest information on file at the time the list is prepared.

Section 5 - Position Classifications

The City will provide a list of position classifications for bargaining unit members to the authorized Union representative. Any revisions of classifications shall be made known to the Union.

Section 6 - Representative Access

- (A) The City agrees that accredited representatives of the Union, whether local, state or national Union representatives, shall have access to the premises of the City where bargaining unit members are employed, consistent with applicable law.
- (B) If any area of the City's premises is restricted to the public, and if employees are not accessible during their

scheduled break times or lunch during their shift, permission may be requested to enter such areas and such permission will not be unreasonably denied. Such access shall be during the regular working hours of the employee.

Article 7 - Employee Rights

- (A) Employees covered by this Agreement shall have the protection of all of the rights to which they are entitled by the Constitution of the United States, the Constitution of the State of Florida and any Rules, Regulations or Policies of the City not altered or amended by this agreement. City rules, regulations, resolutions, or policies effecting employees' wages, hours, and terms and conditions of employment will not be changed without prior negotiations unless such changes are consistent with this Agreement.
- (B) In any investigatory interview conducted by a representative of management, an employee shall be entitled to Union representation.
- (C) An employee is entitled to Union representation in any meeting with management or its representative in which the employee believes may lead to disciplinary action.
- (D) An employee's off-the-job conduct shall not result in disciplinary action unless the conduct is unlawful or improper and would tend to affect the employee's relationship to his job, fellow workers, reputation or goodwill in the community.
- (E) No employee shall have disciplinary action taken against him because of a debt complaint. The City shall not assist a creditor in collecting any debt unless required by court order or applicable law.
- (F) Employee participation in charitable drives is voluntary, and no pressure shall be used to require such participation.

- (G) Employees shall not be subjected to prohibited personnel practices or policies.
- (H) No employee shall have disciplinary action taken against him based on anonymous sources.
- (I) Each employee shall be provided a copy of his current job description. Consistent with applicable law, changes in job descriptions which impact an employee's terms and conditions of employment will be bargained. An employee assigned duties which are not reasonably related to his job description, or for which the employee has not had training, will not be negatively evaluated for the performance of such duties.
- (J) Nepotism policies as outlined in the Personnel Policy shall be uniformly administered throughout the bargaining unit.
- (K) Employees temporarily assigned to a higher vacant position including the assumption of additional duties, for three (3) consecutive work days or more, shall be compensated at the rate of 10% higher than their current rate from the commencement of the assignment. Employees temporarily assigned positions to a lower grade shall be compensated at their normal classification rate. Such assignment shall be approved by the City Manager or his designee.
- (L) New employees will serve a nine (9) month probationary period. However, the probationary period may be extended for a period of up to three (3) additional months, at the discretion of the department head. Upon satisfactory completion of probation they will be considered permanent employees.

Employees promoted from within to a management or supervisory position, or to a classification above the position formally held will serve a six (6) month probationary period. However, the six (6) month probationary period may be extended for up to three (3)

months, at the discretion of the Department Head.

When an employee is promoted to a position or classification which is subsequently deleted, or the employee fails to successfully pass the probationary period, such employee may "bump" back to his or her previous position or other such position for which the employee is qualified in either the PMSA or PEU bargaining unit.

- (M) The City will pay for or reimburse for all mandatory continuing education (training), recertification, and renewal of licenses required for the position held.
- (N) Exempt Employees shall receive the same compensation as non-bargaining unit employees or employees in other bargaining units if they receive additional compensation during a City declared emergency.

Article 8 - Management Rights

Section 1

It is recognized that all management functions, whether heretofore or hereafter exercised and regardless of the frequency or infrequency of their exercise, including but not limited to full and exclusive control, direction and supervision of operations and transfer of employees, are vested solely in the Employer.

Section 2

Except as otherwise modified by this Agreement and without limiting the provisions of Section 1, but in order to clarify some of the more important rights retained by management, the Employer shall have the right to:

- (A) Determine the qualifications for and hire new employees;
- (B) Determine the number of employees it shall employ, establish new jobs, abolish or change existing jobs,

employees and working hours. The Union representative will be notified of any proposed changes; any impact of proposed changes shall be bargained prior to implementation;

- (C) Determine what services it shall perform and the standard of performance for employees. Employees shall be uniformly and objectively evaluated on a standard set of criteria;
- (D) Maintain order and efficiency in its operation;
- (E) Determine the type or types of vehicles, machinery, and equipment to be used and by whom and when to be operated;
- (F) Hire, lay off, recall, assign, transfer, promote, demote, suspend, discipline, or discharge employees for just cause;
- (G) Determine the method or methods by which work is carried out and done, the method of operation, the materials and equipment used in the operation, and the schedules or operation;
- (H) Change the process by which work is carried out and done, the method of operation, the materials and equipment used in the operation, schedules of operations;
- (I) Determine its financial policy;
- (J) Determine the qualifications for and select its supervisory, clerical, professional, custodial, and management employees;
- (K) Transfer its operation or relocate its operation;
- (L) Establish work starting and ending times;

- (M) Establish reasonable times and quality standards within each classification for each work operation.

Consistent with applicable laws, nothing in this section shall preclude management's responsibility from bargaining any subject which may alter the wages, hours and terms and conditions of employment of bargaining unit employees.

Section 3

The Employer reserves and retains in full and completely, any and all management rights, prerogatives and privileges, except to the extent that such rights prerogatives and privileges are specifically limited by some express provision of this Agreement.

Section 4

Consistent with the other provisions of this Agreement, the Employer may assign to any employee work which is not normally performed by the employee, provided such work is within the scope of their assigned department.

Section 5

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

Article 9 - Changes in Past Practices/Terms/Conditions of Employment

Bargaining unit past practices as related to wages, hours, and terms and conditions of employment shall not be changed without bargaining unless the practices, terms, and conditions of employment have been altered or changed by this Agreement.

Article 10 - Grievance Procedure

It is the declared objective of the parties to encourage the prompt and informal resolution of employee complaints as they arise and to provide recourse to orderly procedures for the satisfactory adjustment of complaints.

Section 1 - Definitions

- (A) A "grievance" shall mean a complaint by an employee, in the bargaining unit or the Union that there has been a violation or misinterpretation of any of the provisions of this agreement, City Policy, Regulations or Procedure.
- (B) "Employee" shall mean a non-probationary individual employee having a grievance or probationary individual having a grievance which does not involve discipline.
- (C) "Days" shall mean work days, excluding any days observed by the City as a holiday for City employees.
- (D) "Required Participant" means any employee whose presence at a grievance meeting has been determined necessary by the City or the Union.
- (E) "Union Representative" means any Union designated representative.

Section 2 - Election of Remedy

An employee shall have the option of utilizing the unfair labor practice procedures as provided in Chapter 447, Florida Statutes, or this grievance procedure, but such employee is precluded from using more than one procedure to address the same or similar complaints and issues.

Section 3 - Association Representation

- (A) An employee who decides to use this grievance procedure shall indicate at Step 1 (or other initial written step as authorized by the provision of this Article) whether or not he shall be represented by the Union. When an

employee has elected Union representation, both the employee and the Union representative shall be notified of any Step 1 meetings. Further, any written communication concerning the grievance or its resolution shall be sent to both the employee and the Union representative, and any decision mutually agreed to by the City and the Union shall be binding on the employee.

- (B) If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this collective bargaining agreement. Further, the Union shall be given reasonable opportunity to be present at any meeting called for the resolution of such grievance. An employee using this procedure in the processing of a grievance will be bound by the procedure established by the parties to the Agreement.
- (C) The Executive Director of the Union shall furnish to the City a list of Union Representatives and the City will not recognize any person as a Union Representative whose name does not appear on the list.
- (D) If a grievance meeting is held during the working hours of any Required Participant, such participant shall be excused without loss of pay for that purpose. Attendance at grievance meetings outside of regular working hours shall not be deemed time worked.

Section 4 - Procedures

- (A) The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of, subject, however to the final disposition of the grievance.
- (B) The resolution of the grievance at Step 2 or above shall establish a precedent binding on either the Union or the City in other cases.

(C) A grievance may be withdrawn by the grievant at any time at any step of this procedure, provided however, that the same grievance may not be filed a second time by the same party after the grievance has been withdrawn.

(D) Grievances shall be presented and adjusted in the following manner.

(1) Informal Discussion

(a) An employee having a grievance may, within seven (7) days following the occurrence of the event giving rise to the grievance, present the grievance orally to his immediate supervisor who has the authority to adjust the grievance, for informal discussion.

(b) If the grievance is not resolved by such informal discussion, the employee may, within ten (10) days after the date of that discussion, submit a formal written grievance at Step 1 of this procedure.

(2) Step 1

(a) In filing a grievance at Step 1, the employee shall submit to the Step 1 department head or designee a grievance form (Appendix C) to be supplied by the City, setting forth specifically the complete facts and issues on which the grievance is based, the specific provision or provisions of the Agreement allegedly violated, and the relief requested.

(b) The Step 1 department head or designee shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and

to the Union Representative, if any, within ten (10) days following the date of the meeting.

(3) Step 2

(a) If the grievance is not resolved at Step 1, the employee may appeal the grievance in writing to the City Manager or his designee within ten (10) days after receipt of the decision at Step 1.

(b) The City Manager or his designee may have a meeting with the Union Representative to discuss the grievance. The City Manager or his designee shall communicate a decision in writing to the employee and to the Union Representative within ten (10) days of the written grievance.

(4) Step 3 - Arbitration

(a) If the grievance is not resolved at Step 2, the Executive Director, or his designee, may present the grievance for arbitration to the Federal Mediation and Conciliation Service (FMCS). Such submission shall be made within fifteen (15) days of receipt of the Step 2 decision.

(b) The parties shall select an arbitrator from the list of names forwarded by the FMCS. Such selection will be made by "striking". A flip of the coin shall decide which party strikes first. The remaining name shall be the arbitrator to hear the grievance. The arbitrators fees and expenses shall be equally borne by the parties. If a verbatim transcript of the hearing is made and either party desires

a copy of the transcript, that party will bear the expense of the copy or copies. The parties shall share equally in the cost of any transcripts supplied to the arbitrator. The decision of the arbitrator shall be final and binding.

(5) Mediation- The parties may agree to submit a grievance or number of grievances for mediation. The mediator, with the agreement of the parties, may make a recommended decision.

(6) The time limits will be binding unless waived in writing by the parties. If any employee initiates the grievance procedure and fails to appeal any decision under that procedure to the next step of the grievance procedure, the decision made will be final and binding. If any employer representative fails to issue a decision at any step of the grievance procedure, the grievant may proceed to the next step of the procedure within the prescribed time frame as provided.

(7) Facts or arguments not presented by the grievant to the Step 2 grievance officer may not be raised at arbitration in support of the grievance.

(8) Both the City and Union may mutually agree to proceed to instant arbitration for any alleged violation of this agreement.

Article 11 - Personnel Files

Section 1

There shall be one official personnel file for each employee which shall be maintained in accordance with Chapter 119, Public Records, Florida Statutes, in the central personnel file of the City. No other official personnel file shall be kept on an employee.

Section 2

- (A) No material derogatory to an employee's conduct, service, character or personality shall be placed in the file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has read the material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content.
- (B) The employee shall have ten (10) days to provide a written response and his answer will be attached to the file copy. Any written response shall be attached to the file copy.

Section 3

Upon appropriate request by the employee, he may be permitted to examine his file. The employee shall be provided a reasonable amount of time during working hours to review his file. The employee's request cannot be unreasonably denied.

Section 4

The employee shall be permitted to reproduce any material in his file. The City may charge a fee for reproduction in accordance with the applicable law.

Section 5

Material may be removed from the file when an employee's claim that it is inaccurate or unfair is sustained to the extent permitted by law.

Section 6

An incident which has not been reduced to writing within two (2) months of its occurrence or when management or the employee becomes aware of the occurrence, whichever is last, may not be later added to the file.

Article 12 - Disciplinary Action

Section 1

This Article covers actions involving oral or written warnings, oral or written reprimands, suspensions without pay, dismissal, demotions, or reductions in pay or grade with prejudice.

Section 2

No disciplinary action may result from a meeting between an employee and his supervisor unless the employee is advised that such meeting is for the purpose of discussing discipline or potential discipline. If such a meeting does take place, the employee has the right to request Union representation be present.

Section 3

Disciplinary action may not be taken except for "Just Cause" which must be substantiated by a preponderance of evidence.

Section 4

The grievance/arbitration procedure may be utilized for suspensions, demotions, reduction in pay or grade and termination. Appeals from Step one (1) in appeal procedure for letters of reprimand will be heard by a hearing board of which two (2) members will be selected by the Union, two (2) by the City Manager, and one (1) impartial mutually accepted by the parties. The independent shall chair the board. The decision of the board will be final and binding.

Section 5

The employee and the Union shall be provided a copy of all correspondence upon which discipline is based, unless such information is considered confidential or privileged by law. The employee may have the employer release confidential material to the Union if he signs the appropriate waiver.

Article 13 - Dismissal/Demotion/Suspension

Where "just cause" warrants the dismissal, demotion and/or suspension of any employee, such action shall be taken by the appropriate administrator. Under normal circumstances, progressive discipline will be administered as follows:

1. Verbal reprimand (written notation to be placed in file)
2. Written reprimand filed in Personnel File
3. Suspension without pay
4. Dismissal

Suspension with pay shall be utilized for the purpose of any investigatory procedure or pending investigation. If, following an investigation, "just cause" is found warranted and the employee's appeals have either been exhausted or the employee has elected to accept appropriate disciplinary action consistent with the terms and conditions of this agreement, the employee may be held liable to reimburse the City for wages paid while on suspension with pay. The City shall bear full responsibility for the collection of such monies, including, but not limited to, the cost of litigation.

Article 14 - Seniority and Layoff

Section 1 - Seniority

Seniority shall be defined in the following manner:

- (A) Classification Seniority - the continuous length of service in a given classification.
- (B) Service Seniority - the total length of service for the City of Lake Worth.
- (C) Seniority shall continue to accrue for all types of approved leave except for leave without pay in excess of thirty (30) days. Individuals exercising their rights under the Federal Family and Medical Leave Act will not lose seniority consistent with the law. Employees ordered to active duty will not lose seniority.

Section 2 - Loss of Seniority

Employees shall lose seniority for the following:

- (1) Termination for "just cause".
- (2) Retirement;
- (3) Resignation; or
- (4) Layoff exceeding 12 months

Section 3 - Layoff and Recall

- (A) Before any permanent employee shall be laid off, all temporary, part-time and probationary employees shall have been dismissed in that order. The layoff of permanent employees shall be in inverse order of length of service, other considerations being equal. In the event that two or more employees affected have the same amount of seniority, the date of employment application shall prevail. However, if the application date is the same, then earliest birth date shall prevail.
- (B) Any laid off employee shall be recalled to their position or other such position for which they may be qualified within the PMSA or PEU bargaining unit in inverse order of layoff. No new employee shall be employed during the one year period of recall until all employees laid off have been provided an opportunity to apply for an open vacancy for which they are qualified within the bargaining unit. The employee shall be notified of recall opportunities by certified mail; such employee shall have five (5) days to respond to the City as to whether he is going to accept the notice of recall. The laid off employee shall have the responsibility of notifying the City of his current address. If the laid off employee fails to respond to any notice of recall, the City will not be obligated to forward additional recall opportunities.
- (C) Employees laid off may cash in all accrued vacation.

Article 15 - Vacancies/Promotions/Assignments Above Grade/

Transfers

- (A) Vacancies and promotional vacancies shall be posted for a period of at least seven (7) days. Employees of the City shall be given preference for such vacancies when the experience and qualifications they possess are equal to an outside candidate. If two City employees are seeking a vacant position within the City and their experience and qualifications are equal, seniority shall be the governing factor for filling the position.
- (B) Employees assigned for more than three (3) days to a higher classification, including the assumption of additional duties, shall be paid a 10% hourly premium from the commencement of the assignment. Employees temporarily assigned to a lower classification shall be paid at their regular rate of pay. Whether a position is a higher classification will be determined by reference to the pay schedule then in effect. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned.
- (C) Where it is found that a person with the requirements to fill a position vacancy is not available by re-employment, transfer, promotion or entrance appointment, Personnel may authorize the department head to fill the vacancy by a temporary appointment, while efforts are continued to find an acceptable eligible for permanent appointment. No temporary appointment shall be made without the prior approval in writing of Personnel. No payment shall be made for services rendered by such temporary appointee prior to the date and time of such approval. If for any reason approval comes after the fact, the employee will be paid retro to date of appointment. Bargaining unit employees filling any of these positions, shall receive a 10% increase in compensation if temporarily appointed to a higher classification. A position shall be a higher classification if the starting pay for the position to which the employee is temporarily assigned is higher than the starting pay of the position from which the employee is reassigned. Employees temporarily appointed to a lower or equal classification shall be paid at their regular rate.
- (D) A regular full-time employee may be transferred to meet the needs of the City. A transfer may require the employee to move from one division to another. The employee shall retain the same pay status in the new position that he/she had in the previous position. The transfer shall be only temporary and in cases of emergencies.
- (E) A regular full-time employee may be transferred temporarily or permanently to meet the needs of the service, and may require the employee to move from one assignment to another. In addition, an employee upon request and acceptance of the appropriate Department Head(s), may be transferred from his position to any other for which he is qualified. The employee shall retain the same seniority within the department.
- (F) An employee who is permanently transferred shall be compensated in the new position at the appropriate rate established for that position from the first day the individual begins work in the new position.
- (G) All transfers covered by this Agreement will be made without loss of seniority within the department.
- (H) Involuntary demotion of a permanent employee may be initiated by the department head when such employee's work is unsatisfactory.
- (I) A permanent employee may be granted a demotion upon request and such demotion shall be termed and recorded as voluntary.
- (J) A permanent employee may be granted a demotion within the department upon request as an alternative to being laid off. If a position is available in another department for which he employee is qualified, the employee shall be

given priority consideration for such position.

- (K) The reason(s) for any proposed demotion, voluntary or involuntary, shall be given in writing to Personnel on the form provided, together with a Service Report and shall require the prior approval of Personnel; a copy of such form to be given to the employee affected before the demotion shall become effective.
- (L) A demoted employee for just cause, shall be required to serve a probationary period of six (6) months in the new position satisfactorily before again receiving permanent appointment; except, that a permanent employee taking a voluntary demotion shall not be required to serve a probationary period in the new position.
- (M) Where an employee is involuntarily demoted for other than just cause to a position class with a lower assigned regular maximum, such employee shall receive no more than a 5% reduction in pay. An employee who voluntarily requests a demotion or who is demoted for just cause to a position class with a lower assigned regular maximum shall receive the pay of the new position class considering years of service for the respective employee.

Article 16 - Contracting Out

Prior to a final decision being made by the City Commission to contract out, the Union will be provided the opportunity to submit an alternative proposal. This Article does not exempt the City from bargaining the impact of contracting out.

Article 17 - Uniform and Uniform Allowance

- (A) Employees shall not be required to wear hats except for safety reasons. Employees may wear caps or hats of their choice within reason and as long as they are not

offensive and do not reflect negatively on the City. Employees shall not be prohibited from wearing their uniforms to area businesses during their breaks or lunch hour.

- (B) When employees are required to wear uniforms, such uniforms shall be furnished and maintained by the City.

Article 18 - Replacement of Personal Property

- (A) The City agrees to reimburse the cost of an employee's personal property stolen or damaged due to the negligence of the City.
- (B) Employees may be liable for reimbursement to the City for damage to City property as a result of the employee's negligence or misconduct. If it is determined, following a Risk Management investigation, that employee negligence was a factor, the employee and the Union shall be provided in writing of the results of the investigation. If the findings are upheld, the employee may be liable for reimbursement to the City.

Article 19 - Occupational Safety and Health

Each employee shall be furnished a safe place of employment as defined in the laws of the State of Florida and the United States, specifically Florida Statute 235.06 and the Florida's Workers Compensation Act, Florida Statutes 440.56, or as amended.

- (A) When required by statute, only certified licensed operators shall be required to work with pesticides or other hazardous chemicals.
- (B) Employees shall not be required to handle animals unless specified in their job description or in cases of emergency.
- (C) Employees shall not be required to operate vehicles or machinery which are unsafe or do not meet regulatory code.

- (D) As a lifeguard's primary responsibility is to ensure the safety of the public at the pool and beach, lifeguards will not be assigned responsibilities related to bonfires, unloading of pallets, digging bonfire pits, ect.
- (E) (1) Without waiving any rights under Florida Statutes §768.28 or as amended, the City shall defend, indemnify, and hold harmless against judgment for civil liability any bargaining unit employee who is named in any civil action for recovery of compensatory damages for injury or loss of property, personal injury or death caused by the negligent or wrongful act or omission of such employee within the scope of the employee's employment with the City, where such liability arises out of the City's exercise of a retained management right as outlined in this collective bargaining agreement, unless such employee acted in bad faith with malicious purpose in a manner exhibiting wanton, willful disregard of human rights, safety, or property, or engaged in criminal activity.
- (2) The affected employee has a continuing duty to cooperate with the City in connection with the investigation and defense of any such civil action against the employee; material breach of this duty relieves the City from any obligation under this collective bargaining agreement to defend, indemnify, or hold harmless the employee, from the time of the breach henceforth.
- (3) The City retains its entire immunity as provided by law. The City will not indemnify any employee against a judgment for: punitive damages; compensatory damages that do not arise within the course and scope of the affected employee's employment with the City; compensatory damages occasioned by the employee acting in bad faith, with malicious purpose, in a manner exhibiting wanton, willful disregard of human rights, safety, or property; or any relief arising out of the employee's intentional violation of the civil, statutory, or constitutional rights of any person; or criminal activity.

Article 20 - Attendance

Section 1 - Basic Workweek

The basic workweek shall be forty (40) hours per week. Any scheduled changes will require a seven (7) day notice to the employee and Union outlining such changes unless exigent circumstances as determined by the City exist warranting an immediate shift change.

Section 2 - Basic Workday

- (A) The basic workday shall be eight (8) hours per day. Employees may leave their work site during their breaks or lunch period. An employee may be required to return to his Department prior to taking or during a break or lunch period. If the employee works during his break or lunch period because he is required to return to the Department, he will be compensated in accordance with the Fair Labor Standards Act (FLSA).
- (B) Full time employees shall be given a fifteen (15) minute break time in the first half of a shift and again in the last half of a shift. Break time is not cumulative and is not to be used to arrive late or to leave early unless otherwise agreed to by supervisor. Scheduling of break times shall be at the discretion of the department head.
- (C) Time sheets, time clocks or other appropriate methods shall be utilized for the recording of employee work time. Employees shall review and sign their time sheets, time card or other document used to verify the time an employee worked within a pay period prior to its submission to payroll. If such procedure is not feasible, the employee shall receive a copy of the time sheet submitted for review, signature and any corrections.
- (D) An employee late for duty shall not be sent home but will be paid for only time worked unless employee is habitually late whereby appropriate disciplinary action will be taken.

Section 3 - Overtime/Compensatory Pay

- (A) Non-exempt employees shall be compensated at a rate of one-and-one-half (1½) times their regular rate consistent with the terms of the current City policy. An employee who works a minimum of eight (8) minutes during a fifteen (15) minute period shall be paid for the entire fifteen (15) minutes.
- (B) Overtime is the required performance of work in excess of the assigned work day such that the total hours actually worked in a work day are greater than the normally scheduled hours of work in said work day, as authorized and directed by the department head.
 - (1) It is intended that work in excess of established hours of work and days or work shall be kept to a minimum and shall be authorized only when it is required to meet operating service requirements.
 - (2) Employees shall work overtime only when directed to do so by the department head. Overtime work, for any position class, shall be allocated as equally as is possible among all qualified employees in that department.
 - (3) Those hours actually worked in excess of the regularly scheduled workday shall be deemed overtime hours. Hours of sick leave, annual vacation leave, birthday leave, funeral leave, jury duty and holidays shall be considered hours worked for the purpose of computing overtime. However, a bargaining unit employee disciplined for sick leave abuse shall not be entitled to time and one half for overtime for a period of twelve (12) months from the time of discipline, if such employee takes sick leave in a given work week, i.e. work M, T, W (sick leave), T, F, S (no overtime).

- (4) Those employees non-exempt under Federal Wage and Hour legislation, shall be compensated for overtime worked in excess of their allocated work day at one-and-one-half (1½) times the employee's straight time rate of pay; such pay to normally be included with pay for the period in which the overtime was worked. Alternatively, non-exempt employees may elect to accumulate compensatory time, at the rate of one-and-one half (1½) hour for each hour of overtime worked.
- (5) When an emergency exists, as determined by the City, or when a non-exempt employee is required to remain on duty without notification prior to his normal departing time, for a minimum of two (2) hours beyond his normal scheduled workday, such employee shall receive a free meal or shall be entitled to leave the job and eat a meal. The cost of such meal shall be reimbursed by the City at the applicable rate established by the State.
- (6) (a) Non-exempt employees. Requirement to wear communication devices (e.g., cellular phone, "beeper," etc.)

(1) Category "A" employees (no additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake Worth or its designee without receiving additional compensation. Employees within this category are expected to answer telephone calls, "beeps," etc., from City personnel or its designee to return to duty after their normal duty hours. However, if requested by City personnel or its designee to return to duty after their normal duty hours, such employees may, based upon reasonable grounds, decline such request. Employees will not be disciplined based upon their reasonable refusal to return to duty.

(2) Category "B" employees (additional compensation). Non-exempt employees falling within this category may be required to wear a communication device provided by the City of Lake Worth or its designee, but will be compensated at a rate of two dollars (\$2.00) per hour for each non-duty hour such employees are on-call. If an employee is required to return to duty under this provision, such compensation shall cease at the time callback pay begins and will continue to cease until the employee returns to an on-call status. Employees within this category must on a 24-hour/7days per week basis, be fit, ready and able to return to duty upon being contacted by City personnel or its designee. Refusal to return to duty while in a Category B status may result in discipline as determined by the appropriate supervisor. In the absence of exigent circumstances employees will be advised in writing concerning the anticipated duration during which they will be in a Category "B" status.

(b) A rotational overtime list for non-exempt employees shall be established for each Department or as otherwise feasible. The list shall initially be established by City length of service.

When overtime is required, including "on call" the City shall call the first employee on the list and then follow in successive order.

If an employee can not be reached, such employee shall not be rotated on the list. However, if an employee refuses the overtime, such employee shall be rotated to the bottom of the list. Refusal of overtime four (4) times in a quarter shall constitute removal from the overtime list for a period of one year. Each quarter the number of overtime hours worked shall be calculated for the purpose of equitability. If necessary, the rotational overtime list will be revised with the employee having the least number of overtime hours, worked or refused, in the preceding quarter rotated to the top of the list for

the succeeding quarter.

- (C) Compensatory Time - An employee eligible for overtime in accordance with the "City of Lake Worth Personnel Policy" may be granted comp time off at the rate of one-and-one half (1 ½) hours for each hour worked in excess of the regularly scheduled work day.
 - (1) Compensatory time shall be treated the same as vacation time.
 - (2) Compensatory time may not be accumulated in excess of 240 hours for employees not engaged in public safety or emergency response activities. A maximum of 480 hours of compensatory time may be accumulated for public safety employee.
- (D) Unless a financial emergency exists, the employer will not change or alter an employee's schedule to avoid the payment of overtime.

Section 4 - Callback Compensation

- (A) Non-exempt employees called back to work shall receive a minimum of three (3) hour's pay consistent with the terms of Section 3 of this Article.
- (B) Non-exempt employees called to work prior to their normal scheduled work day shall be compensated at a rate of one-and-one-half (1½) times their regular rate of pay for that time worked in excess of their normal eight (8) hour shift, and will not be sent home early to avoid the payment of overtime.
- (C) Consecutive hours worked in excess of sixteen (16) hours shall be paid at double the straight time pay.
- (D) Employees "on call" shall be provided a City vehicle or compensated at a rate, as determined by the State law, for the use of their personal vehicle to return to work.

Section 5 - Differential Pay

Those employees assigned shifts in operational areas requiring 24 hour coverage will receive shift differential of seventy-five cents (\$.75) per hour for second shift assignment, and one dollar (\$1.00) per hour for third shift assignment.

Section 6 - Travel Expenses

The parties agree that the City policy concerning travel expenses adopted on July 15, 2003, in Resolution 38-2003 be applicable during the contract period (Appendix B).

Former contract Section 6(B)(5)(9) shall read as follows: An employee who must travel out of the City on authorized business and who is offered a City vehicle for that travel may use the City vehicle. If the employee chooses to utilize his own vehicle he will not be entitled to the reimbursement associated with this Article. However, if the employee is required to utilize his/her own vehicle reimbursement will be in accordance with City resolution 38-2003.

Article 21 - Holidays

Section 1 - Holidays Observed

- (A) All bargaining unit employees shall receive the following paid holidays:
 - (1) New Years Day
 - (2) Martin Luther King Holiday
 - (3) Memorial Day
 - (4) Independence Day
 - (5) Labor Day
 - (6) Veterans Day
 - (7) Thanksgiving Day
 - (8) Friday following Thanksgiving
 - (9) Christmas Eve
 - (10) Christmas Day
 - (11) Employee's Birthday
- (B) When a holiday falls on a Saturday, the preceding Friday

shall be designated as a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday for that year.

- (C) If during the term of this Agreement, the City grants additional holiday or holidays to any other bargaining unit, that same day(s) shall be a holiday for the employees covered by this Agreement.

Section 2 - Eligibility for Holiday Pay

- (A) All bargaining unit employees shall receive eight (8) hours off with pay for each of the holidays allowed, provided the employee is on a pay status on the scheduled working day before and after the holiday; not on leave without pay or has not been disciplined for abuse of sick leave the previous twelve (12) months and is not a part-time or temporary employee. Employees may elect to take a day off in lieu of their actual Birthday holiday.
- (B) Employees on any approved leave but in a pay status on the day the holiday is observed must use the holiday on the day it is allowed.
- (C) Employees required to work on a holiday shall be compensated at their usual day's pay plus eight (8) hours one and one half times their regular hourly rate.
- (D) When a holiday falls on an employee's regular day off, the next scheduled work day shall be observed as a holiday for qualified employees as outlined subsection A above.

Article 22 - Leave

Section 1 - Annual Leave and Termination Pay

- (A) Annual Leave shall be charged in one-half ($\frac{1}{2}$) hour increments; employees shall be charged eight (8) hours of annual leave per day, unless the employees work a ten

- (10) hour day, in which case such employees shall be charged ten (10) hours per utilization.
- (B) Upon termination, resignation, retirement or death, all unused annual leave will be paid to the employee or his beneficiary at his regularly scheduled rate.
- (C) Up to thirty six (36) days of annual leave may be carried over from one year to the next. Upon the approval of the City Manager, additional leave may be carried over if the employee was unable to utilize such leave due to mandatory service to the City.
- (D) Vacation Leave Time
- (1) After the completion of one (1) year of credible service time a permanent employee shall be qualified to receive vacation leave in proportion to the allocated weekly hours for the position class of assignment, for full days accumulated, as below:

DAYS OF VACATION LEAVE TIME-40 hr week

10 days	1 year of service
11 days	2 years of service
12 days	3 years of service
13 days	4 years of service
14 days	5 years of service
15 days	6-8 years of service
16 days	9-11 years of service
17 days	12-14 years of service
18 days	15-19 years of service
20 days	20 or more years of service

- (2) Except as set forth below, vacation leave shall be taken within the year following its accrual. **A TOTAL OF 36 DAYS FOR FORTY (40) HOUR EMPLOYEES IS THE MAXIMUM THAT MAY BE CARRIED OVER FROM ONE VACATION YEAR TO THE NEXT.**

- (3) Once an employee has reached his/her vacation cap, the employee shall take his/her vacation leave within the year following its accrual. If an employee fails to take his/her vacation within the year following its accrual, the employee shall not be entitled to a cash reimbursement for the unused vacation time and the unused vacation time shall not accrue if the employee has reached his/her cap.
- (4) In the event the employee requests vacation leave and the employee is unable to utilize such leave due to mandatory service to the City, the employee will only be paid for the number of vacation days that he/she requested. The City will only pay an employee for his/her requested vacation time, which exceeds the employee's cap, where there is written documentation that the employee requested vacation time. Additionally, there must be written documentation from the employee's supervisor which denies the vacation request and explains why the request was denied.
- (5) In circumstances where an employee is above their cap and a supervisor plans to deny a vacation request, the supervisor shall contact the City Manager prior to denying the request to discuss the reason(s) for the vacation denial. If the City Manager determines that the reason(s) given do not justify the vacation denial, the employee shall be advised of the City Manager's decision by his/her supervisor and the employee shall be entitled to take the requested vacation. If the City Manager determines that the reason(s) for denying the vacation request are justified, the employee will be paid for the number of vacation day(s) he/she requested and which exceed the employee's cap.
- (6) The language used in paragraphs 3-5 above is

not intended to require employees that have vacation day caps exceeding 36 days, to take vacation days in order to lower his/her cap to 36 days. This provision is intended only to prevent payment of unused vacation time that exceeds the particular employee's cap, whether the employee's cap is 36 days or greater.

- (7) Employees experiencing financial hardship may submit a written request to the City Manager to sell accumulated vacation time. Such a request must contain a detailed explanation of the financial hardship. All requests shall be subject to the City Manager's approval and shall be strictly limited to one per fiscal year.
- (8) Only earned vacation may be taken.
- (9) Vacation leave shall be scheduled by the department head, or his/her designee or immediate supervisor or his/her designee, as far in advance as is possible but no less than twenty-four (24) hours in advance of time requested, except in cases of emergency. Vacation time shall be scheduled in accordance with the Employee's request, with length of service taking precedence where more than one employee requests the same time off, and with due consideration given to the requirements of maintaining the services the department renders. Vacation time must be approved in advance by the appropriate department head or his/her designee or immediate supervisor or his/her designee.
- (10) Changes in the scheduling of vacation leave can only be made with the prior approval of the department head or his/her designee

- (11) If the observance of an official holiday, as covered in Section 18 of City Resolution 28-91, shall fall within the period of vacation leave being taken by an employee, it shall not be charged against the employee's accumulated vacation leave.
- (12) Accumulated vacation leave may also be used for:
 - (a) Absence(s) occasioned by illness or injury of a member of the employee's household,
 - (b) Absence(s) where personal obligations must be taken care of during an employee's assigned hours of duty.
 - (c) Absence(s) where an employee's religious convictions require observance during an employee's assigned hours of duty.
 - (d) Sick leave, where regular accumulated sick leave days have been used up; however, sick leave shall not be used for vacation leave.
- (13) Vacation leave shall be charged in units of one-half ($\frac{1}{2}$) hour for absences as covered in this Section.

Section 2 - Sick Leave

(A) GENERAL - Sick leave is a benefit provided by the City for permanent employees so that they may have paid time off when they are unable to report for duty by reason of illness, injury and/or periods of stress, occasioned by other than causes arising out of employment in the City.

(B) USE OF SICK LEAVE

- (1) Sick leave shall be allowed only in the case of:

- (a) Actual disability arising from illness and/or non-work related injury.
 - (b) Medical, dental, or eye treatment or examination, for which arrangements could not be made outside the employee's assigned hours of duty.
 - (c) Periods of stress occasioned by serious illness and/or injury of an employee's wife or husband, grandparents, mother, father, sister, brother, daughter, son, step-parent, step-sibling, ward, or domestic partner, for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption, or guardianship established by court action.
- (2) Accumulated Sick Leave Accounts may be used for treatment and/or prescribed recovery pertaining to a serious illness or medical procedure which exceeds three (3) consecutive days of the employee's normal schedule.
- (3) The Current Sick Leave Account shall be the initial account that time is charged from for payroll purposes. Upon the written request of the employee and documentation from the physician who is administering the care, the Current Sick Leave Account may be credited from the Accumulated Sick Leave Account balance (if any exists) up to the amount of the sick leave used or the time prescribed for the treatment or recovery for which the employee will need to be off of his/her normal work assignment.
- (4) The approval of the request shall be subject to the approval of the employee's supervisor. If the employee has been directed by his/her physician for treatment or an operation, the notification and approval request shall be in advance of the actual treatment or operation. If the treatment or operation is of an emergency nature, the notification and approval request shall be made as soon as practical by the employee or his immediate family.
- (5) If time has been transferred from the Accumulated Sick Leave Account and the Current Sick Leave Account has a balance at the employee's anniversary date, the Accumulated Sick Leave Account shall be credited from the Current Sick Leave Account up to the number of hours transferred into the Current Sick Leave Account per the above request and subsequent approval.
- (6) If after the transfer back to the Accumulated Sick Leave Account has occurred, a balance remains in the Current Sick Leave Account, the normal procedure for splitting the Current Sick Leave Account shall be followed.
- (7) When an employee's sick leave allowance and/or accumulation in any year, and credited retained sick leave, where approved, have been used up, the employee may elect to use accumulated vacation leave. Permanent employees who have used all current, accumulated, and retained sick leave may apply to participate in the sick leave bank.
- (8) When sick leave(s), as in "7" above, and vacation leave have been used up, the employee may be placed on leave of absence without pay.

(C) SICK LEAVE ALLOWANCE - After the completion of an employee's probationary period and in each full year of creditable service thereafter, a permanent employee shall be qualified to receive a sick leave allowance in proportion to the allocated weekly hours of work for full days only; twelve (12) days for those allocated forty (40) hours of work weekly and 5.5 shifts or 132 hours per year for forty-eight (48) hour employees. Forty-hour (40) employees shall be charged eight (8) hours of sick leave per day, unless the employees work a ten (10) hour day, in which case such employees shall be charged ten hours per utilization.

(D) ACCUMULATED SICK LEAVE - Unused sick leave shall be accumulated up to a maximum of one-half (½) of each year's unused allowance annually, with no maximum limit.

(E) RETAINED SICK LEAVE

1. Employees may accumulate up a maximum of five times the annual allowance for sick leave, or a total of sixty (60) days for forty-hour (40) employees, and 660 hours for forty-eight (48) hour employees. In the event that a forty-eight (48) hour employee is reclassified to a position requiring a forty-hour (40) work week, that employee's maximum retained sick leave shall be reduced to the sixty (60) day limit (480 hours). The amount of current retained sick leave time credited to a forty eight (48) hour employee who is reclassified to a position requiring a forty hour (40) work week is excess of the 480 hour limit shall become that employee's maximum cap on retained leave not to exceed 660 hours. Any use of retained sick leave which reduces the amount of retained sick time below the amount credited to that employee at the time of reclassification, but in no event less than 480 hours, shall become the new maximum cap.

2. When an employee's sick leave allowance and/or

accumulation in any year has been used the employee may apply for retained sick leave, where the reason is appropriate, under these Regulations.

3. The use of an employee's credited retained sick leave shall be subject to the prior approval of the department head upon written application from the employee, where the employee's sick leave allowance and accumulation have been used up. Said application shall be forwarded to the Personnel and Finance Department.

(F) APPROVAL

1. A physician's certification as to the nature of and probable duration of the need for any use of sick leave may be required.

2. Sick leave may be approved for up to three (3) consecutive working days by the department head without requiring a physician's certification.

3. A sick leave of more than three (3) consecutive working days may require a physician's certification. Additionally, the certification of the licensed physician as to the nature of the disability, and as to whether or not the employee is in condition to return to his regular duties without hazard to the employee or to others may be required at the discretion of the department head.

4. The department head may require that an employee be examined initially by the licensed physician, and, if deemed necessary, also by a physician designated by the City at the City's expense, before an employee on sick leave is returned to duty, to determine if the employee is in condition to return to his regular duties without hazard to the employee or to others. If an

employee chooses his/her own doctor, it will be at the employee's own expense.

(G) NOTIFICATION

To be placed on sick leave the employee shall be responsible for notifying his immediate supervisor, the department head or his designee. Unless an emergency condition exists as determined by the employee's immediate supervisor, notice shall be given as soon as possible but no later than thirty (30) minutes before the start of the employee's assigned hours of duty. Information shall be given as to the reason(s) for the absence, its probable duration, and other related data. Thereafter, notification shall be daily for the next four (4) consecutive working days, and weekly thereafter. It shall be the employee's responsibility to keep the department head informed.

1. Where such notification and information are not received, the department shall not authorize payment for absence on sick leave. Such absence shall be recorded as unauthorized and without pay.

(H) CERTIFICATION

1. The employee shall be responsible for providing medical certification(s), as required.
2. Payment for absence on sick leave may be withheld until required medical certification(s) are provided.
3. The department head shall make such investigations and inquiries as shall be found to be desirable.

(I) PAYMENT

1. Payment shall be made only for the approved use of allowed, accumulated or credited sick leave, and shall be at the employee's regular straight time rate of pay as of the last day worked before the start of such period of leave.

2. Payment shall be made only for a working day for which the employee otherwise would have received pay; no payment shall be made for any time for which the employee otherwise receives pay.
3. An official holiday occurring during an approved sick leave shall be paid for as such; no charge shall be made against any sick leave for such holiday.
4. Charges against allowed, accumulated or credited sick leave shall be in units of one-half ($\frac{1}{2}$) hours.
5. Where allowed, accumulated or credited sick leave is used for other than authorized purposes, the time off shall be without pay; the employee shall also be liable to disciplinary action.
6. Separation from the City shall cancel all unused sick leave allowed, accumulated, or credited, except as follows:
 - a. An employee on leaving the City by retirement shall be paid as in "I-1" above, for any unused retained sick leave credited; and
 - b. At the death of an employee before retirement, payment as in "I-1" above, for any unused retained sick leave credited, shall be made to the employee's designated pension beneficiary, or in the absence of such designated beneficiary, to the employee's estate.
 - c. Upon retirement, an employee will be paid retained sick leave at 100% of his or her rate of pay. In addition, the employee will be paid for current sick leave in the amount of the

average days of current sick leave unused by the employee during his or her final five (5) years of employment; provided however, that in no event shall the amount exceed twelve (12) days' worth of pay.

- (7) Employees who return to the City up to one (1) year from the date of a layoff shall be credited with all sick leave he had prior to being laid off, provided that such employee shall not accumulate sick leave during the layoff.

Section 3 - Bonus Days

(A) Intent

The intent of this Section is to establish a wellness program designed to minimize time lost on the job and to help reduce the City's overall health insurance expenses. The City recognizes that employees occasionally suffer from injuries or illness necessitating the use of paid sick leave time off. However, this program provides incentive to reward those employees who use sick time responsibly.

(B) Accrual

1. All full time City employees covered by this resolution are eligible to receive one (1) bonus day for continuous attendance at work at the completion of each calendar quarter that the employee has not taken a sick day off from work during the previous quarter, nor has been absent from work on leave other than those paid leave categories recognized in this document.
2. Bonus days shall be counted as vacation leave and subject to the provision set forth for use of vacation

3. The City supports a program designed to promote employee health awareness. Such program may provide employees with an opportunity to obtain annual physical examinations at little or no cost to the employee, subject to budgetary constraints.

Section 4 - Funeral Leave

An employee, during the periods of stress caused by the death of an employee's wife or husband, mother, father, grandparents, sister, brother, daughter, son, mother-in-law, father-in-law, aunt, uncle, brother-in-law and sister-in-law, grandparents of spouse, domestic partner, or legal guardian, shall be allowed time off with pay for all reasonable and necessary time up to and including three (3) consecutive working days. The relationships given shall include those arising from marriage or adoption. Up to two (2) additional working days not charged against any other leave may be granted at the sole discretion of the department head if the funeral is out of state.

Section 5 - Court Leave

- (A) JURY DUTY - an employee shall be allowed the necessary time off with pay for jury duty, upon presentation of lawful notification.
- (B) WITNESS DUTY - The department head shall allow an employee the necessary time off with pay to appear as a witness, upon seeing a subpoena or directive from lawful authority; provided, this shall not include any appearance in court as a result of alleged violation of law by the employee, or involving litigation in which the employee is a principal. Where the court appearance is required as a result of alleged violation of law by the employee, or involving litigation in which the employee is a principal, vacation leave or a leave of absence without pay may be approved by Personnel for such purpose(s).
- (C) Employees released from court during normal work hours shall report to work if such employee is released from court more than two (2) hours from the end of the normal

workday.

- (D) Shift employees may, if they so desire, be scheduled for Saturday and Sunday off, and Monday through Friday on the day shift for the period of jury duty. Such change in schedule shall be at no loss of differential pay.

Section 6 - Conference Leave

The employer may grant leave with pay for up to seven days, together with travel expenses in order that employees may attend conferences, schools and similar events designed to improve their performance. The employer may grant additional days upon written request from the employee.

Section 7 - Military Leave

- (A) NATIONAL GUARD DUTY LEAVE - An employee who is a member of the Florida National Guard shall be allowed National Guard Duty Leave with pay for field training for not more than seventeen (17) calendar days at any one time, or if called for active duty, for not more than one month's pay for the period of active military service, upon presentation of official orders from military authority.
- (B) MILITARY RESERVE DUTY LEAVE - An employee who is a member of an organized military reserve unit of the United States shall be allowed Military Reserve Duty leave with pay for field training, for not more than seventeen (17) calendar days in any calendar year or if called for active duty for not more than one month's pay for the period of active military service, upon presentation of official orders from military authority.

Section 8 - Leave Without Pay/Leave of Absence

- (A) The City may grant an employee up to one year leave without pay for the purpose of higher education or technical training.
- (B) The City shall provide Family Leave consistent with

applicable law.

(C) General

1. A leave of absence is authorized absence of any employee from assigned duty for a definite period of time without pay, because of necessity, not covered by leave on any other basis.
2. No leave of absence, or extension thereof, shall be for a period of more than three (3) calendar months, unless the department head shall find such longer period of leave of absence is consistent with the best interests of the City.
3. An employee while on leave of absence of more than twenty (20) working days shall not accumulate service time for any purpose. Said leave of absence shall result in corresponding adjustment of anniversary date classification.
4. Insurance coverage(s) for a permanent employee while on authorized leave of absence will be maintained by the City for a period of such leave, up to a maximum of three (3) calendar months.
5. A City employee while on authorized leave of absence shall pay all insurance premiums for dependent at least monthly, if the employee desires to keep such coverage(s) in effect.

(D) REQUEST

1. A written request for a leave of absence shall be given to the department head by the employee, stating:
 - (a) The reason(s) for such request;

(b) The starting date of such leave;

(c) The Date of return of duty.

2. Such request shall be supplied at least ten (10) working days before the requested starting date of such leave, unless the department head, because of extenuating circumstances, shall agree to accept a shorter period of notice.
3. In considering a request for a leave of absence, the employee's service record, length of service, experience and the requirements of the department for the period of requested leave shall be taken into account.
4. Any extension of a leave of absence shall be requested in writing as in "B-1" above. Thereafter the procedure for handling such requested extension shall be the same as for an original request.

(E) RETURN

1. Return to work after a leave of absence shall be subject to the availability of work, and where more than one employee is involved, shall be in order of length of prior service in the position class in the department, other consideration being equal; unless the Regulations governing suspension, lay-off or dismissal shall apply.
2. Where the employee desires to return to duty before the final date of an approved leave of absence, the employee shall give the department head at least five (5) working days notice and have the approval of the department head, unless the department head, because of extenuating circumstances, shall agree to accept a shorter period of notice, as may be found to be in the best interest of the City.
3. Any employee who shall fail to return to work on or before the expiration date of a leave of absence without notifying the

department head and making arrangements satisfactory to the department head shall be deemed to have resigned without notice and be terminated from the City.

Section 9 - Association Leave

- (A) The Union may designate three (3) representatives as members of the bargaining team. These members may be permitted reasonable time to carry out their duties at the bargaining table.
- (B) The Union may create a pool of time to be known as the Union Time Pool and each employee shall be allowed to voluntarily contribute in minimum units of eight (8) hours, their holiday and vacation time for Union business upon approval by the Union Executive Director or designee. Request for such time off shall be made to the department head in writing and submitted five (5) calendar days prior to the time of such requested time off, providing that when it is impossible (through no fault of the Union) to submit written five (5) day notice, the request may be submitted orally and later confirmed in writing. The City agrees to administer the time pool and individuals on Union business are to be paid, as usual, by the City.

1. The Union agrees to pay the City at their base rate.
2. All contributions to the Union Time Pool shall be made twice annually during the months of October and April.

Article 23 – Alcohol and Substance Abuse Policy (New October 1, 2003. Effective upon ratification by the parties.)

Refer to attached Memorandum of Understanding between the parties dated April 10, 2007 (attached hereto)

Section 1 – Rights of the City and the Employee

The City recognizes that City employees are not immune from the problems which face society in general. The problems of alcohol and substance abuse have become widespread throughout our community and nation. The purpose of this new policy is to reduce and hopefully eliminate alcohol and drug abuse by employees, while also recognizing the rights of employees to privacy and protection from searches of any kind, which are inherently intrusive, and which should not be undertaken except for real problem situations. This policy is intended to be corrective rather than punitive in application. Employees found to have an alcohol or substance abuse problem will be given one opportunity for rehabilitation before termination from employment is imposed unless, however, while under the influence the employee violates a policy that would normally substantiate termination. Random drug testing may be conducted consistent with law (e.g., safety sensitive personnel).

Section 2 – Alcohol/Substance Abuse Prohibited

All City Employees shall:

- (A) Refrain from impairment for duty by use of alcohol and/or a controlled substance;
- (B) Not use any controlled substance on or off duty not prescribed for use by a licensed physician;
- (C) Not possess prescription substances, other than their own, and shall not dispense or sell any controlled substance on duty; and
- (D) Refrain from using a prescribed medication on duty in a manner that does not substantially conform to the direction of the prescribing physician. Said use shall not result in the employee's impairment while on duty.

Section 3 – Voluntary Assistance Program

On one occasion, employees who voluntarily seek help for an

alcohol or substance abuse problem will be given whatever assistance possible in being placed in an alcohol substance abuse program approved by the City and the Union until the approved program administrator is able to state that the employee has been successfully rehabilitated. This one opportunity to receive voluntary assistance shall not constitute the first drug/alcohol event for the purpose of discipline. The City, however, will not pay for this program. However, the employee may elect to utilize their EAP and insurance benefits. While in the program, the employee may use his sick leave, vacation time, LWOP, or other leave as authorized by law, if it is necessary to take time off. The employee will also be allowed to return to work upon successful completion of the program or as soon as the clinical program director releases the employee for work, whichever occurs first, but with no loss of status consistent with City policy.

Section 4 – City's Right to Test for Alcohol/Substance Abuse

(A) Reasonable Suspicion Drug Testing

(1) All City employees are subject to the least intrusive scientifically accepted method to render the results for the suspected substance if the employee has acted in violation of Section 2 of this Article. If a determination is made that an employee is to be tested pursuant to this provision, the employee will be placed on administrative leave until he results of the drug and/or alcohol test is completed and results conveyed to the employer.

(2) In order for an employee to be subject to the least intrusive scientifically accepted method to render the results for the suspected substance the department head (or designee) must;

- (a) Give the employee and Union written notice (giving written notice to the Union shall not delay receipt of the employee) in sufficient detail of the facts which led to the employee being subject to blood testing and/or urinalysis; and
- (b) Have reasonable suspicion, based on specific objective facts, that the employee has abused alcohol and/or a controlled substance as prescribed in Section 2 of this Article. Reasonable suspicion of alcohol/substance abuse must be certified by the

department head (or designee) and, whenever possible, a corroborating witness. Consistent with law, employees may be randomly tested (safety sensitive personnel).

(B) Procedure for Positive Screen

In accordance with State and Federal law, guidelines and Rules (as amended) when an employee tests positive, the MRO (Medical Review Officer) is the only certified person to notify that employee and employer. The MRO notifies the employee immediately upon the laboratory's confirmation to him/her, and then the MRO notifies the City and the Collector. The employee must contact Human Resources/Risk Management immediately. HR makes an appointment with the Employment Assistance Program Director (EAP), and has the employee sign a Release. The employee must remain in the EAP Program for their prescribed duration. The employee may return to work upon successful completion of the program. If post-completion treatment is prescribed, it is the employee's responsibility to pay for those visits, as well as the initial program. All visits/classes are to be scheduled after working hours.

(C) Upon obtaining an employee waiver confidentiality a union representative may accompany an employee at the collection site and follow chain of custody until the sample is sealed and initialed by the collector.

Section 5 – Grieving Reasonable Suspicion

If an employee disputes the department head's certification of reasonable suspicion, the employee must, nonetheless, submit to a blood/urinalysis test as ordered by the department head, while simultaneously filing a grievance over the order. Such grievance may be immediately arbitrated under the expedited arbitration rules of the Federal Mediation and Conciliation Service. Pending the arbitrator's decision, which shall be final and binding, the blood/urinalysis sample shall be frozen. Refusal to submit to testing is grounds for termination from employment.

Section 6 – Blood/Urine Tests

(A) In testing for the presence of alcohol, the City shall utilize a

generally accepted test procedure, which produces quantitative results showing the amount of alcohol present in the blood or urine. A blood/alcohol measure of .08 or greater is evidence of impairment.

(B) In testing for the presence of controlled substances, the

City shall in the first instance utilize an immunochemical assay or radiimmunoassay test (i.e., EMIT) or current scientifically accepted testing methods on the employee's urine. If the initial test is positive for a controlled substance, the same urine specimen shall be subjected to a further testing using a scientifically accepted testing method for verification. A portion of the urine sample shall be retained for a second verification test as provided herein. If both the initial test and the verification test are positive for a controlled substance, the employee shall be notified of the results by the City's MRO. In order to timely provide such notification, the employee shall be required to contact, by telephone or in person, the Personnel Manager (or acting Personnel Manager), immediately upon hearing from the MRO.

(C) A reliable state licensed clinical laboratory shall conduct all blood/urine tests.

(D) After the employee signs a waiver/release the appropriate designated union representative, shall be notified within twenty-four (24) hours that the results of the blood/alcohol test and the second verification sample are finalized.

(E) The City shall keep the results of any testing confidential, except as to disclosure to the department head, City Manager, and the employee. Furthermore, any results of positive testing, which are later refuted, shall have affixed hereto the subsequent refutation.

Section 7 – Rehabilitation

In the event that the results of the blood/alcohol test or second urine verification test are positive, the employee will, immediately contact the City's EAP and enter and remain in an alcohol/substance program approved by the City and the Union until the approved program administrator is able to state that the employee has successfully completed

the treatment protocol. The employee will be allowed to return to work upon successful completion of the program or as soon as the clinical program director releases the employee to work, whichever comes first, with no loss of status consistent with City policy.

If the employee fails to complete the treatment program he or she will be terminated from employment. The employee may use accrued leave while in the rehabilitation program, or take leave without pay.

If the employee fails to enter the program or fails or cannot be rehabilitated, the employee shall be terminated from employment.

Section 8 – Recurring Alcohol/Substance Abuse

In an employee subsequently tests positive for alcohol/substance abuse at any time, the employee shall be terminated from employment.

Section 9 – Discipline Pending Rehabilitation

On one occasion an employee shall not be disciplined pursuant to Section 3 for alcohol/substance abuse if prior to violating this policy, the employee enrolls in and successfully completes the rehabilitation program. However, employees who are under the influence while on duty may be disciplined with a maximum suspension of two days. Additionally, this Section does not prevent the City from disciplining the employee for the consequences of their alcohol/substance abuse (e.g. absenteeism).

Article 24 – Benefits

(A) The City shall furnish HMO health insurance for all employees at no cost to the employee. The City shall also make available a preferred physician (PPO) plan. Any employee choosing the PPO plan will pay the difference between the HMO single rate and the PPO plan.

(B) The City shall pay \$216.34 of the cost of family coverage.

(C) The City will provide a minimum of a twenty-five thousand dollars (\$25,000) Life Insurance Policy or greater amount if so

provided to other bargaining units in the City.

(D) Workers' Compensation shall be provided consistent with City Resolution no. 28-91.

(E) Travel, employee training and development shall be provided consistent with this Agreement.

(F) The City shall provide liability coverage for all employees to the extent provided by law.

Article 25 – Evaluations

(A) Evaluations shall be directed to identify strengths as well as weaknesses.

(B) A bargaining unit member may be required to evaluate another bargaining unit member, subject to final approval of the appropriate supervisor. However, such evaluating participation will not be grounds for removal of the evaluating employee from the bargaining unit.

(C) Employees shall be evaluated upon completion of their probationary period and annually thereafter. Probationary employees shall be evaluated quarterly or when department head deems it necessary for unscheduled evaluation.

(D) The employee has the right to request the Union to be present at any meeting of the employer and employee if that meeting is for the purpose of discussing employee's less than satisfactory performance.

(E) Upon the adoption of a uniform and objective evaluation performance process and instrument each individual shall be informed of the criteria and procedure used in the evaluation process. Newly hired employees shall have the instrument described at their orientation meeting or within ten (10) days of hire.

(F) The employee shall have the right to submit a written statement to be attached to the written evaluation.

- (G) All evaluations and related documents shall be confidential consistent with applicable law.
- (H) The employee shall be provided a copy of the evaluation at the time it is signed by him acknowledging receipt.
- (I) If an employee receives a less than satisfactory rating the evaluator shall:
 1. Identify in writing specific deficiencies;
 2. Provide in writing specific suggestions for improvement; and
 3. Set a reasonable time limit for improvement.

or lower and shall exclude costs for books and materials. Classes offering only Pass/Fail grading shall be reimbursed 100% for achieving a passing grade.

Article 26 - Training and Education

- (A) **POLICY** - It shall be the City's policy to foster and promote in-service training of employees to improve the level of service rendered to the public, the quality of personnel and to assist personnel in preparing themselves for advancement.
- (B) **BENEFITS**
 1. Tuition Reimbursement - The City shall reimburse permanent employees' tuition costs for approved course work related to their job or leading to a degree relating to their job, based upon performance, according to the following schedule:

Reimbursement Schedule

Grade A - 100%

Grade B - 75%

Grade C - 60%
 2. Reimbursements shall not be paid for grades of D

- (C) **ANNUAL MAXIMUM REIMBURSEMENT** - Total annual cost to the City shall not exceed \$1000 per fiscal year per employee, and tuition reimbursement will not be given to those employees who qualify for similar benefits under any other tuition refund or incentive program, policy or agreement. Said reimbursement will be made from the incentive fund as established by resolution and subject to availability of funding.
- (D) **REPAYMENT OBLIGATION** - Employees receiving reimbursement under this program will be obligated to remain in the employ of the City for a minimum of one year following completion of course work. Employees separated from City service prior to the expiration of year following tuition reimbursement will refund the cost of tuition reimbursement received for course work completed during the prior year through deductions from their final payroll check. Employees laid off during this period shall be excluded from this obligation.
- (E) **APPLICATION** - Employees desiring to participate in the City of Lake Worth Employee Tuition Program shall submit to their department head one copy of an "Application for Tuition Refund" no later than five (5) days following the close of registration for the course. Department heads will affix their recommendation and forward the application to the City Manager, who will coordinate the program.
- (F) **REIMBURSEMENT** - All approved applicants will submit a request for reimbursement along with tuition receipts and official grad notifications through their department head to the City Manager no later than thirty (30) days from receipt of grades. The City Manager will authorize payments under this program. Persons who are candidates for certificates or degrees must also submit a

statement from their Academic Department Chairman, indicating the title of the degree or certificate sought and the field of specialization, if this is not already indicated on the official grade.

this contract on October 1, 2007 and October 1, 2008. There will be no additional adjustments to the pay ranges during the term of this Agreement.

- (G) Bargaining unit employees that are required by the City to attain accreditation or certification for the performance of

their duties, i.e. mechanics, spray techs, etc., shall receive a five percent (5%) increase in addition to their normal salary. Additionally, employees that are encouraged to attend courses which culminate in a degree which the City pays for and benefits from such education, training and/or accreditation or certification such employee(s) shall receive a five percent (5%) increase in salary. Prior to the aforementioned increase the employee is required to provide Human Resources with documentation of the degree, passing grade of courses, accreditation and/or certification.

Article 27 - Salaries

- (A) The parties agreed to the following financial terms during negotiations for a three-year agreement beginning October 1, 2006, and ending September 30, 2009.

- (1) All bargaining unit classifications shall receive the greater of a five percent (5%) increase in their current rate of pay or the minimum of the MGT pay grade proposed for each classification effective October 1, 2006. On October 1, 2007, all bargaining unit classifications shall receive a five percent (5%) increase to their rate of pay. On October 1, 2008, all bargaining unit classifications shall receive a five percent (5%) increase to their rate of pay. Additionally, the maximum pay ranges will be increased in accordance with the MGT Pay Study.
- (2) The minimum and maximum of pay ranges of all bargaining unit classifications will increase by five percent (5%) during the second and third year of

- (B) Individuals assigned the additional duty of utilizing bilingual skills will be considered for an equity increase consistent with the demand for such skill. Advertisements for such positions after October 1, 1993, will specifically state bi-lingual as an additional responsibility for the position.

- (C) Salary checks shall be promptly distributed directly to the employee by an appropriate director or designated manager or shall be promptly placed in a sealed envelope and shall be made available to the employee on the scheduled pay date.

- (D) An employee who has been continuously employed on a full time basis with the City for a period of ten (10) years shall be eligible to receive, in addition to his regular salary or wages, three percent (3%) of his base hourly rate applied to the total weekly hours for which he has worked during the current pay period. Hours worked shall be interpreted to include vacation, sick, or holiday hours. In no case will such hours exceed forty (40) hours in any workweek, except those fire employees having a basic workweek of forth-eight (48) hours.

1. Upon completion of fifteen (15) years' continuous employment with the City, the above rate shall be increased from three percent (3%) to six percent (6%).
2. Upon completion of eighteen (18) years of continuous employment with the City, the above

rate shall be increased from six percent (6%) to eight percent (8%).

3. Upon completion of twenty-three (23) years of continuous employment with the City, the above rate shall be increased from eight percent (8%) to ten percent (10%).

Article 28 - Savings Clause

If any provision of this agreement is or shall at any time be contrary to law, then such provision shall not be applicable and the impact of such law shall be bargained by the parties. All other provisions of this agreement shall remain in effect.

Article 29 - Effect of Agreement

Section 1

This Agreement shall remain in effect until September 30, 2003, and shall automatically be renewed from year to year thereafter unless written notice to modify or amend is given by either party ninety (90) days before the expiration date. Such notices shall contain the title(s) the parties wish to add, alter or amend. In the event such notice is given, negotiations shall commence within thirty (30) days of such notification.

Section 2

The parties cannot reopen any part of this Agreement during its term (October 1, 2006 - September 30, 2009).

Section 3

The agreements contained herein constitute the full and complete agreement between the Union and the City and shall not be changed, altered, modified, or amended by either party unless such changes are reduced to writing and ratified by both parties.

Article 30 - Definition of Terms

- Anniversary Date - The date an employee begins employment with the City
- Assistant Director(s) - Assistant Director (s) employed by the City.
- Association - Professional Managers and Supervisors Association, FPD, NUHHCE
- Union - Public Employees Union, FPD, NUHHCE
- City - City of Lake Worth, Florida
- City Commission - The City Commission of the City of Lake Worth
- Day - Workday, unless otherwise specified
- Director(s) - Director(s) employed by the City or their designee(s)
- Employee - All employees represented by the Union in the bargaining unit
- Management - City Manager, Personnel Manager, Director(s), and Assistant Director(s)
- Meal(s) - A duty-free meal period
- Normal Work Day - Eight (8) hours
- Normal Work Week - 40 hours per week
- PERC - Florida Public Employees Relations Commission
- Probationary Employee - A regular full time or part time employee

serving a probationary period prior to final appointment to a position

Probationary Period - A 9-month probationary period during which time the City will evaluate an employee's performance and ability

Public Employee Relations Act (PERA)-Florida Statutes, 447, Part II, Chapter 74-100

Work Breaks - A minimum of 15 minutes per scheduled four hours of work

APPENDIX A

PEU BARGAINING UNIT CLASSIFICATIONS

Ratification

(A) The present three-year agreement beginning October 1, 2006, and ending September 30, 2009, was ratified by the PEU membership on April 19, 2007, and by the City Commission on June 5, 2007.

CITY OF LAKE WORTH

LAKE WORTH PUBLIC
EMPLOYEES UNION

By: _____
Mayor Jeff Clemens

By: _____
John J. Seddon, PEU/PMSA
Executive Director and Chief
Negotiator

Attest: _____
City Clerk Pam Lopez

CODE

JOB CLASS

1030	Clerical Assistant
1055	Secretary
1060	Administrative Secretary
1105	Cashier
1110	Accounting Clerk I
1115	Accounting Clerk II
1125	Accounts Payable Specialist
1130	Accountant I
1210	Computer Operator
1215	PW Computer Operator/Inspector
1220	Computer Operator/Programmer
1230	Programmer/Analyst
1310	Store Keeper
1320	Purchasing Specialist
1330	Buyer
1370	Warehouse Specialist
1497	Permit Clerk
1520	Building and Zoning Specialist I
1523	Licensing Officer
1540	Building Inspector
1541	Compliance Inspector
1545	Electrical Inspector
1550	Plumbing/Mechanical Inspector

1650 Personnel Technician
 2510 Community Service Officer
 2513 Quarter Master
 2515 Evidence Technician
 2520 Police Records Clerk
 2530 Crime Prevention Specialist
 2535 Crime Scene Technician
 3010 Custodian
 3012 Lead Custodian

4001 Customer Service Technician
 4003 Customer Service Specialist
 4039 Systems Operator Trainee
 4041 Systems Operator
 4065 Communications Operator
 4070 Scada Systems Specialist
 4554 Field Technician
 4180 Drafting Technician
 7020 Library Technician
 7025 Library Specialist

CODE

JOB CLASS

3015 Maintenance Worker
 3017 Lead Maintenance Worker
 3022 Maintenance Mechanic
 3024 Lead Maintenance Mechanic
 3025 Auto Service Worker
 3027 Tire Service Worker
 3029 Garage Stores Specialist
 3033 Vehicle Paint and Body Technician
 3035 Equipment Mechanic
 3037 Chief Equipment Mechanic
 3039 Driver Coordinator
 3040 Trolley Driver
 3041 Equipment Operator I
 3042 Equipment Operator II
 3045 Lead Equipment Operator
 3060 Solid Waste Technician
 3062 Solid Waste Specialist
 3065 Solid Waste Coordinator
 3120 Painter
 3123 Carpenter
 3126 Plumber
 3129 Electrician
 3140 Grounds Keeper I
 3142 Grounds Keeper II
 3145 Maintenance Technician
 3149 Lead Maintenance Technician
 3155 Traffic Maintenance Technician
 3157 Traffic Maintenance Specialist

CODE

JOB CLASS

7522 Recreation Aide
 7523 Recreation Center Specialist
 7535 Lifeguard
 7625 Greens Keeper
 7630 Lead Greens Keeper
 7635 Golf Course Mechanic