

CITY OF FORT PIERCE

AND THE

TEAMSTERS LOCAL UNION NUMBER 769

(GENERAL EMPLOYEE UNIT)

OCTOBER 1, 2017 to SEPTEMBER 30, 2020

Contract Ratified: 10/30/2019
City Commission Approval: 11/18/2019

CITY OF FORT PIERCE

UNION CONTRACT

WITH

TEAMSTERS LOCAL UNION NUMBER 769

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ARTICLE 1

PREAMBLE

SECTION 1.0

This Agreement is entered by and between the City of Fort Pierce, Florida, hereinafter referred to as the EMPLOYER and Teamsters Local #769, hereinafter referred to as the UNION. It is the purpose of this Agreement to achieve and maintain harmonious relations between the Employer and the Union; to insure the continuous, uninterrupted, efficient operations of the City; to provide prompt and peaceful adjustment of differences which may arise; and to establish the standards of wages, hours and other conditions of employment.

ARTICLE 2

RECOGNITION

SECTION 2.0

The City of Fort Pierce recognizes Teamsters Local #769, affiliated with the International Brotherhood of Teamsters, as the sole and exclusive bargaining agent for the job classifications in the unit designated by the Florida Public Employees Relations Commission in certification #287, excluding all other employees. Employees in an initial probationary period shall have no rights of appeal under the Agreement.

ARTICLE 3

MANAGEMENT RIGHTS

SECTION 3.0

Except as expressly provided for in this Agreement, the City retains the sole right to determine, and from time to time to re-determine how to manage its operations and direct the working force, including the rights to decide the scope of service to be performed, the method of service, the schedule of work time, the size and composition of work force; to contract and subcontract existing and future work; to determine whether and to what extent the work required in its operations or jobs, shall be performed by employees covered by this Agreement; to maintain order and efficiency in its work locations; to curtail or discontinue temporarily or permanently in whole or in part, operations whenever in the opinion of the City's good business judgment makes such curtailment or discontinuance advisable; to hire, layoff, assign, transfer, classify and reclassify, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked.

SECTION 3.1

The City retains the sole right to discipline, suspend and discharge employees for just cause, including violations of any of the terms of this Agreement.

SECTION 3.2

The exercise of the above rights in Sections 3.0 and 3.1 does not preclude employees or their representatives from conferring or raising questions about the practical consequences that decisions on these matters may have on terms and conditions of employment. However, the exercise of the rights in Section 3.1 is subject to grievance arbitration.

SECTION 3.3

The above rights of the City in Sections 3.0 and 3.1 are not all-inclusive but indicates the type of matters of rights which belong to and are inherent to the City in its capacity as management of the City of Fort Pierce.

SECTION 3.4

If the City determines that a civil emergency condition exists, including but not limited to riots, civil disorders, hurricane conditions or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency. All pay provisions will continue in case of emergency condition.

ARTICLE 4

SUBCONTRACTING

SECTION 4.0

Subcontracting shall mean for the purpose of this contract, work which will be contracted out by the City to another agency, person, company, group, etc., which results in the direct displacement (layoff) of bargaining unit employees.

SECTION 4.1

The employer reserves the right to subcontract work while recognizing the Union's obligation to represent regular unit employees' jobs who are presently employed. Should subcontracting occur, which displaces regular unit employees currently on the payroll, the Employer agrees to notify the Union at least seven (7) days prior to when the request to subcontract is put on the City Commission Agenda. Simultaneous with such notice to subcontract which displaces regular unit employees, those employees will be notified and permitted to accept vacant advertised budgeted positions of the same job classification within the City. The Union reserves the right to appear before the City Commission and express its position to the City Commission at the time the Commission considers the subcontracting agenda item. The City Commission's decision is final and not subject to appeal through the grievance arbitration procedure.

ARTICLE 5

STRIKES AND LOCKOUTS

SECTION 5.0

There will be no strikes, work stoppages, picket lines**, slowdowns, boycotts or concerted failure or refusal to perform assigned work by the employees or the Union and there will be no lockouts by the City for the duration of the Agreement. The Union supports the City fully in maintaining normal operations. It is recognized by the parties that the City is responsible for and engaged in activities which are the basis of the health and welfare of the citizens, that any violation of this section could give rise to irreparable damage to the City and to the public at large. Accordingly, it is understood and agreed that the union shall not be responsible for any act alleged to constitute a breach of the section if neither the Union or any of its officers instigated, authorized, condoned, sanctioned or ratified such action, and further, that the union and its officers have used every possible means to prevent or terminate such action. It is agreed that any violation of the section shall be grounds for discharge and shall not be subject to a grievance except to determine if the violations did in fact occur.

**Picketing, as used in this article, shall be defined as picketing to support a work stoppage.

SECTION 5.1

Employees shall be required to cross picket lines to perform their duties regardless of which labor organization or group is conducting the picketing.

ARTICLE 6

DISCRIMINATION

SECTION 6.0

Employer and the Union agree that there will be no discrimination against any employee covered by this Agreement because of race, color, creed, religion, national origin, sex, age or physical handicap. The Employer and the Union agree not to discriminate against any employee for his/her membership or non-membership in the Union.

ARTICLE 7

BULLETIN BOARDS

SECTION 7.0

The City agrees to furnish the below listed bulletin board space for the use of the Union. All Union notices will be approved and signed by a Union Representative prior to posting.

- 1) Public Work's Office (Hallway)
- 2) Streets Division
- 3) Building Maintenance
- 4) Parks Division
- 5) Garage Division
- 6) Solid Waste Department
- 7) Police Department
- 8) City Hall

ARTICLE 8

WORKING OUT OF CLASSIFICATION

SECTION 8.0

If an employee covered by this Agreement is temporarily assigned to a higher job classification than that which the employee occupies at the time of the temporary assignment, then the employee shall be paid a stipend of one (1) hour pay at time-and-a-half for each work day of the temporary assignment, beginning the first full work day of the assignment.

SECTION 8.1

An employee who temporarily performs work in a lower classification, totally different from his/her normally assigned tasks, shall not receive a reduction in pay for this period. Employees who are assigned this temporary duty shall not have the right to refuse to perform the work assigned.

ARTICLE 9

OVERTIME

SECTION 9.0

An employee covered by this Agreement shall be paid at the rate of one and one-half (1.5) times his/her regular hourly base rate for all hours worked over forty (40) hours per week.

SECTION 9.1

The City shall not change an employee's hours of work solely for the purpose of avoiding overtime pay to the employees.

SECTION 9.2

Leave, excused and unexcused absences, will not be computed as time worked. HOLIDAYS will be computed as time worked.

SECTION 9.3

Standby pay- An employee on standby duty, and who is required to be available for call out at any time during the standby duty period, shall receive one hour token pay at time and one-half his/her regular rate for each regular work day on such standby status, and two (2) times his regular rate for such standby status on the employees' day off, holidays included. In addition, such employee in standby status will be paid, at his/her regular rate of pay, for all work actually performed when called to work from standby status.

SECTION 9.4

All overtime shall be offered equally by classification using an overtime distribution list. The list shall include the number of hours worked and offered to each employee by classification. Such list shall be updated daily to insure proper distribution of overtime.

SECTION 9.5

Compensatory time may be granted in lieu of overtime cash payments (by written agreement between the employee and supervisor). Compensatory time will be computed in the same manner as financial compensation would otherwise be computed. Compensatory time off shall be taken under this article as provided by the Fair Labor Standards Act, if such provision continues to be applicable for local government employees.

ARTICLE 10

GRIEVANCE/ARBITRATION PROCEDURE

SECTION 10.0

It is agreed between the parties that this grievance procedure is to be used to settle all disputes or differences between the City and the Union or any of its members employed by the City as to the meaning and the application of the provisions of this Agreement.

SECTION 10.1 - STEP 1

An employee, his/her duly certified representative, or a designated member of a group having a grievance, who believes there has been a violation of this Agreement, shall reduce his/her complaint to writing on a form provided by the union, sign and date the form and file it with his immediate supervisor within five (5) working days from the date the alleged violation occurred. The written grievance shall contain the article(s) violated and a statement citing the complaint along with the remedy sought. The immediate supervisor shall answer the grievance in writing, within five (5) calendar days of the receipt of the grievance.

SECTION 10.2 - STEP 2

If the dispute is not resolved in Step 1, the member, through his/her steward, shall submit the grievance to the Department Head within five (5) working days of the receipt of the grievance in Step 1, the Department Head shall hold a meeting with the grievant, his/her representative(s), and any other person the Department Head feels is necessary to discuss the allegations contained in the grievance.

The Department Head shall answer the grievance, in writing, within five (5) calendar days of the meeting.

SECTION 10.3 - STEP 3

If the dispute is not resolved in Step 2, the Union may submit the written grievance to the City Manager within five (5) working days of receipt of the Step 2 answer. The City Manager shall schedule a meeting with the parties in Step 2 within five (5) working days of receipt of the grievance. The agenda of the meeting shall be limited to the matters raised in the original grievance. A final written decision on the dispute shall be given by the City Manager within ten (10) calendar days of the meeting described in this Step.

If the decision of the City Manager does not resolve the dispute, either the City or the union may request that the grievance be appealed to arbitration in the manner described below. The time limits established in the article may be extended by mutual agreement or the parties.

Notwithstanding the procedure provided herein, a grievance may be submitted directly into the second or third step by mutual agreement of the City and the Union.

It is agreed that any grievance involving discharge of a non-probationary employee will be filed directly to Step 3.

SECTION 10.4 ARBITRATION

Any grievance which is not resolved in any of the Steps provided above may be appealed to arbitration. The party desiring arbitration shall give written notice of its intent to the other party within thirty (30) days, excluding weekends and holidays, following the date the Union receives the written answer in Step 3.

The party requesting arbitration shall apply to the Federal Mediation and Conciliation Service (FMCS) for a panel of seven (7) arbitrators. As soon as possible after receipt of the panel, the City and the Union shall meet to select an arbitrator. The appealing party shall first strike the first name and then the parties shall strike names alternately until only one name remains, who shall be the Arbitrator.

The decision of the Arbitrator must be within the scope of his authority, as set forth herein, and confined to the grievance submitted for this determination.

- A. The Arbitrator shall confine him/herself to the facts developed at the hearing and which are directly related to the matter at issue.
- B. The Arbitrator shall not have the power to amend, modify, or delete any provision of the Agreement.
- C. In making his/her ruling, the Arbitrator shall have due regard for the essential and proper rights and responsibilities of management and shall not interpret this Agreement so as to further restrict or limit those rights and responsibilities.
- D. The Arbitrator may make no award which extends the period covered by the grievance.
- E. The decision of the Arbitrator shall be final and binding.
- F. If the Arbitrator finds he/she lacks authority to rule on the grievance, the matter shall be referred to the parties without decision or recommendation.

The parties shall each bear the cost for their own witnesses, other than the grievant, attending the hearing at their request. The losing party shall pay the cost of the Arbitrator's fees and expenses. Arbitrations shall be conducted at City facilities. The cost of transcript of the proceedings shall be borne by the party or parties requesting the transcript. Each party will pay its own Attorney's fees and expenses.

ARTICLE 11

CITY-WIDE SENIORITY

SECTION 11.0

City-Wide seniority is defined as the length of employment with the City. Such seniority shall be acquired by full-time employees after completion of a probationary period, at which time seniority shall be retroactive to the first day of employment.

SECTION 11.1 - DEPARTMENTAL SENIORITY

Departmental seniority is defined as the length of employment within the employee's current department. Departmental seniority shall accrue as of the first day of employment or transfer into a new department.

SECTION 11.2 - CLASSIFICATION SENIORITY

Classification seniority Is defined as the length of employment within a particular classification. Seniority shall accumulate during absences because of illness, injury, vacation or other authorized leave. Seniority will be lost when an employee:

- A. Terminates voluntarily;
- B. Is discharged for cause;
- C. Exceeds an authorized leave of absence;
- D. Fails to return from recall within ten (10) days after receipt of such notice of recall given by the City (Certified Mail/Return Receipt Requested).

ARTICLE 12

REDUCTION IN FORCE

SECTION 12.0

Should a reduction in the public employer's work force become necessary, termination by force reduction, hereinafter referred to as layoff, shall be accomplished in the following manner:

- A. Layoff shall be by classification within a department. Upon establishing the number of employees to be laid *off* within a classification in a department, the employer shall layoff in accordance with qualifications, which reflects quality and quantity of work, work habits and classification and departmental seniority.
- B. No regular employee shall be laid *off* while there is an emergency, temporary, part-time or probationary employee serving in the same classification within the same department.
- C. The laid-off employee shall have the right to bump into a lower classification within the Department. This will be also based upon his/her qualifications and ability to do the work.
- D. The laid-off employee shall have the right to utilize his/her City seniority as defined in this Agreement, to bump into an existing position previously held by the employee in a lower or equal classification. This bumping right shall be contingent upon the employee's qualifications and current ability to perform the work of the position. For the purposes of this Article, position is defined as a classification within a specific department.
- E. The City will make available, annually, a seniority list of Bargaining Unit members.
- F. The City will maintain a list of bargaining unit employees who were laid off by the City for two (2) years from their layoff date. The City will not hire any new employees for the positions shown on such layoff list without first notifying these laid off employee(s) of such job openings and offering the open position to them if they are currently qualified. The City shall notify the qualified laid off employee(s) of such open position(s) by regular mail, USPS postage prepaid, at their last known address on file with the City. The laid *off* employee(s) shall have ten (10) calendar days from the date such notice was mailed to notify the City in writing they are interested in and will accept the position.

ARTICLE 13

REGULAR PROMOTION AND PROBATIONARY PERIODS

SECTION 13.0

A. Whenever there are promotional opportunities, the City shall promote the most qualified employee based upon the following factors:

- Ability to perform all the available work in the classification.
- Ability to meet reasonable performance standards for quality and quantity of work.
- Length of continuous service with the City, or cumulative length of service in the classification, if applicable.
- Overall work record with the City, if relevant to the employee's suitability for the job.
- Prior formal education, apprenticeship programs, specialized training schools, military training and assignments, job experience and any other relevant qualifications the individual may possess.

Employees serving an initial probationary period will not be considered for promotions during this initial probationary period.

B. Employees serving an initial probationary period shall not have their initial period extended beyond the six (6) months period.

The City shall have the sole prerogative and right for determining whether the promotional vacancy shall be filled.

ARTICLE 14

INSURANCE

SECTION 14.0

- A. The present or improved health insurance plans identified as Medical Plan 3559 (Basic Plan), Medical Plan 3359, Medical Plan 5901 and Medical Plan 0727 (Buy-Up Plan) will be continued until the end of the current BlueCross/BlueShield (BCBS) contract. Additionally, the present dental plans identified as Guardian Dental Plan 1 (Basic Plan) and Guardian Dental Plan 2 (High Plan) will be continued.
- B. At the beginning of each fiscal year, October 1, bargaining unit members electing any of the City's Medical Health Plans, which consist of BCBS Plan 3359, Base Plan 3559, the "Buy-Up" Plan BCBS Medical Plan 0727, or the Affordable Care Act Plan 5901, shall be required to pay the CITY approved amount for employee only coverage. Currently, the City agrees to pay 91.25% and the employee will pay 8.75% for employee only coverage. If the bargaining unit member elects dependent coverage under either medical plan, the CITY agrees to pay at least 50% of the cost of all premiums. Any additional expenses incurred for improved coverage under any Buy-Up Plan shall be paid by the Bargaining Unit member.
- C. The City will furnish life insurance coverage in the amount of \$20,000 for all full-time regular bargaining unit members.
- D. Should the City provide improved insurance coverage benefits, or offer the same benefit at a lesser cost, to any other bargaining unit or classified civil service employee then such benefit shall be offered to the bargaining unit members.

ARTICLE 15

CHECKOFF

SECTION 15.0

- A. The City agrees to deduct monthly, from the earnings of the employees who have so authorized in writing, membership dues and initiation fees and remit same to the Union in an amount certified by the Union. Such authorization to be valid shall conform to applicable State and Federal law.
- B. The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands and liabilities which arise out of or by reason of any action taken or not taken by the City to comply with the provisions of this Article.

ARTICLE 16

UNION REPRESENTATIVES

SECTION 16.0

A written list of the Union Stewards shall be furnished to the City prior to the effective date of their assuming duties of office. The Union shall notify the City promptly of any changes of such Union Stewards. One of the Union Stewards may be designated to serve as Chief Shop Steward in the absence of another Steward; however, approval may be denied by the immediate supervisor for extenuating circumstances as shortage of help or disruption of work during a special work project.

SECTION 16.1

The following sections outline the duties and responsibilities of Stewards in performance of their functions as recognized Union representatives. In those cases which cannot be resolved otherwise, Union Stewards shall be granted reasonable time off during working hours to investigate and settle grievances on the job site which are within their jurisdiction, upon notifying and securing the approval of their immediate supervisor, without loss of pay. Productivity loss must be minimized. Union Stewards shall not investigate, present or adjust grievances or disputes on premium time. Upon returning to his/her work assignment, each Union Steward shall report to his immediate supervisor unless prior consent not to do so has been secured.

SECTION 16.2

It is agreed that all Union Stewards have productive work to perform as assigned by the City. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by the Union Stewards in investigating, presenting and adjusting grievances or disputes. Solicitation of membership shall not be engaged in during working hours. No general Union membership meeting shall be held on city time.

SECTION 16.3

Union Stewards are subject to all City rules regarding the conduct of employees of the City.

SECTION 16.4

Upon request of the Union, employees may be granted leave without pay for Union business, with the approval of the City Manager.

SECTION 16.5

Any Bargaining Unit employee being disciplined shall be advised of their rights to representation.

ARTICLE 17

HOLIDAYS

SECTION 17.0

The following days will be observed as holidays for all employees, subject to this Agreement:

- January 1st
- Martin Luther King's Birthday
- President's Day
- Memorial Day
- July 4th
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day

SECTION 17.1

Whenever a holiday falls on a Sunday, the following Monday shall be considered a holiday. When a designated holiday falls on a Saturday, the preceding Friday will be observed as a holiday.

SECTION 17.2

Holidays which occur during annual leave shall not be charged against vacation leave. An employee who is not on approved leave and fails to report on the day before or the day after a holiday shall not be paid for the holiday, unless excused by management.

SECTION 17.3

All employees shall receive holiday pay at their regular straight time rate for all recognized holidays. Should a holiday fall on an employees' regular day off, his/her next regularly scheduled work day shall be considered as his/her holiday.

SECTION 17.4

Any employee who performs work on a recognized holiday shall be compensated at the rate of one and one-half times his regular rate for all hours worked, if the hours worked total over forty (40) hours in a work week.

ARTICLE 18

VACATION LEAVE

SECTION 18.0

- A. All full time, regular and provisional employees shall be entitled to earn and accrue vacation leave, with pay, which will be computed from the starting date of employment.
- B. Temporary employees shall not be eligible for vacation leave.
- C. Part-time employees who work 25 hours or more per week shall be entitled to accrue leave in proportion to the number of hours worked. An employee who normally works less than 25 hours per week shall not be entitled to any vacation leave.
- D. Employees serving a probationary period, on an original appointment, shall accrue vacation leave, in accordance with the provisions of this section. If an employee serving a probationary period, on an original appointment, leaves the City's service without satisfactorily completing the probationary period, he/she shall not be compensated for any accrued vacation leave.

SECTION 18.1 - RATE AT WHICH LEAVE IS EARNED, ACCUMULATED AND PAID

- A. All regular employees shall accumulate vacation leave as follows:
 - 1. One (1) year of service, but less than five (5) years - 12 days/yr.
 - 2. Five (5) years of service, but less than ten (10) years - 14 days/yr.
 - 3. Ten (10) years of service but less than 15 years - 17 days/yr.
 - 4. Fifteen (15) years of continuous service and over - 20 days/yr.
- B. Earned vacation leave may be accumulated to a maximum, not to exceed forty-five (45) working days (effective October 1, 2012). Any accumulation over thirty (30) working days will be considered forfeited and lost at the beginning of the fiscal year. No employee can start with an accumulation of more than 30 days on October 1st. Vacation pay will be at the basic rate of pay for the normal work day.

SECTION 18.2 - USE OF VACATION LEAVE

- A. Subsequent to the successful completion of the first six (6) months employment, vacation leave may be taken as earned, subject to the approval of the Department Head, who shall schedule vacation leave, so as to meet the operating requirements of the department. Vacation leave assignments will be made in accordance with the preference of the employee, whenever possible. However, leave must be taken at the convenience of the Department. The Department Head's decision as to when leave may or may not be taken will be final.

B. Vacation leave may be granted for the following purposes :

1. Vacation leave.
2. Absences for transaction of personal business which cannot be conducted during off-duty hours.
3. Religious holidays.
4. Sickness, once sick leave has been exhausted through illness.
5. Any absences from work not covered by other types of leave provisions established by these rules.

SECTION 18.3 - PAYMENT OF UNUSED VACATION LEAVE

Regular employees who have completed six (6) months or more service shall, upon leaving the City's service in good standing, be compensated for vacation leave accrued to the date of separation, but not to exceed forty-five (45) days.

ARTICLE 19

SICK LEAVE

SECTION 19.0

- A. **RATE AT WHICH SICK LEAVE IS EARNED** - All bargaining unit employees earn sick leave credits, at the rate of one (1) working day per calendar month, or major portion thereof. Any employee who has taken sixteen (16) or more calendar days of sick leave, with or without pay in one month, shall not earn sick leave for that month.
- B. **REQUEST FOR SICK LEAVE** - To receive compensation while absent on sick leave, the employee shall notify his/her immediate supervisor, division or department head prior to, or within two (2) hours after the time set for beginning the daily duties. An employee in a unit operating on a work schedule other than 8:00 a.m. to 5:00 p.m., must notify the Department within the time limit established by the appropriate Department Head.
- C. **USE OF SICK LEAVE** - Sick leave may be granted for the following purposes:
1. Personal injury or illness not connected with work.
 2. Pregnancy.
 3. Necessary appointments with physicians or dentists.
 4. Exposure to a contagious disease which would endanger others.
 5. Illness of a member of the employee's household which requires the personal care and attention of the employee.
- D. **ACCUMULATION OF SICK LEAVE** - The maximum number of accumulated sick leave hours shall be unlimited. Sick leave shall not be used within the first thirty (30) days of employment.
- E. **CERTIFICATION BY A PHYSICIAN** - Whenever an employee uses sick leave in excess of two (2) consecutive days, they may be required by the Department Head to submit a certificate from a licensed physician. When it is determined that an employee's use of sick leave is not justified, the absent time may be deducted from the employee's pay or accrued vacation leave. Claiming sick leave, when physically fit, shall be cause for disciplinary action up to suspension or dismissal.
- F. **UNUSED SICK LEAVE** - Employees who leave the City's service in good standing and have at least three (3) through nine (9) years of continuous service with the City, will receive pay for one-half (1/2) of their accumulated sick leave balance up to a maximum of forty-five (45) days.
- G. Employees who leave the City's service in good standing and have at least ten (10) or more years of continuous service with the City, will receive pay for their accumulated sick leave balance up to a maximum of ninety (90) days.
- H. Employees who do not use all their sick leave because of sickness or disability may use this toward early

retirement. At the employee's request for early retirement, the employer shall take the total hours of unused accumulated sick leave and divide this by the hours the employee works per week. This figure shall be the amount of time in weeks that the employee may be absent from the Department and continue to draw full pay, provided, however, such time shall not exceed ninety (90) days. The employee who requests and uses unused accumulated sick leave in this manner shall be considered retired when the sick leave time is exhausted. Said request shall be irrevocable.

ARTICLE 20

MAINTENANCE OF STANDARDS

SECTION 20.0

It is agreed that the specific benefits, rights and privileges enumerated in this Contract shall remain in force throughout the term of the Contract. Past practices of the employer, not contained in this Contract, shall not be a part of this Agreement. The following benefits, procedures and practices will be continued for the life of this Agreement; Standby duty, Pension, St. Lucie County Credit Union, City time for approved examinations and funeral leave (in accordance with the Personnel Rules and Regulations).

ARTICLE 21

EDUCATIONAL REIMBURSEMENT

SECTION 21.0

The CITY agrees to reimburse employees for tuition costs at the current state rate and books required in pursuing and achieving college degrees, from a college or university certified by an accreditation entity recognized by the U.S. Department of Education, for pre-approved, work-related courses. This reimbursement is based upon the student achieving a grade "C" or better. When the employee successfully completes and is reimbursed for a thirty (30) semester hour block, the employee shall agree to work at least two (2) years beyond this date or reimburse the CITY for any funds expended on tuition. The two (2) years applies to an employee who resigns. Employees in the DROP are not eligible for this program.

Bargaining Unit members who wish to participate in the educational reimbursement program should notify the department head no later than one month prior to the planned course enrollment date. Those who did not make the notification should be left out of the reimbursement program for the upcoming fiscal year.

Educational reimbursement should be limited to fifteen (15) credit hours per calendar year.

ARTICLE 22

WAGES

SECTION 22.0

- A. Employees in the designated classification list in Attachment "A", who obtain certificates or licenses beyond those required, as a condition precedent for being employed in the position, will receive an additional percentage of their base salary or hourly wage for each additional certificate or license they obtain and maintain.

The City shall post and make available to the affected employees the incentive percentages, as well as the procedures and details of the incentive programs, as they apply to different departments.

For FY 2019-2020 the parties agree that the City shall increase Teamster bargaining unit employees' wages by three percent (3%), effective October 1, 2019. Such negotiations for FY 2020-2021 shall begin in June. It is the City's policy that whenever an employee reaches the top of his/her pay range, they will receive a one-time bonus if a raise is negotiated.

- B. Pay (wage) Increases will only be awarded to employees who were employed and on the payroll on 10/01/2019 and are currently working. Retroactive Pay shall only be awarded to unit members currently employed at the time the contract is approved by the CITY and implemented (paid) by payroll.
- C. All employees in the following classifications will receive a two and one-half (2 ½) hour minimum call-out for call backs and court appearances: Police Aides, Crime Scene Investigators, Animal Control Officers, and Evidence Custodians. All other contract Articles will remain in force.
- D. The City Manager can institute selective increases for Bargaining Unit members with the approval of the Union, without having to re-open the Collective Bargaining Unit Agreement.

EMERGENCY PAY

In the case of declared emergency, the rate of pay shall follow the City of Fort Pierce Emergency Pay Policies. The additional pay provision policy will be presented to union representatives in person or via email by June 30 of each year unless extended by mutual agreement and will be in effect only for a period of one year.

ATTACHMENT A

INCENTIVES

Certification Compensation Schedule for all Departments (that have an agreed upon 5% incentive) *

- 1. First certification compensated at _____ 5% pay increase
- 2. Second certification compensated at _____ 5% pay increase
- 3. Third certification compensated at _____ 5% pay increase
- 4. Fourth certification compensated at _____ 3% pay increase
- 5. Fifth certification compensated at _____ 3% pay increase
- 6. Sixth certification compensated at _____ 3% pay increase
- 7. All additional certifications compensated at _____ 1% pay increase

*Note: Each pay increase is contingent upon the employee’s agreement to utilize each acquired certification, in performance of his/her duties as assigned by the Department Head, for a minimum of two calendar years from the date the certification is posted on the State DBPR website (for Building Department) or received by the employee for other Departments. This two-year period will be referred to as the employee retention period, the employee will be responsible to refund the Department for all expenses incurred, i.e.: testing, seminars, continuing education courses, study materials and training classes.

Certifications must be in the skills area provided by the City and a skill that is utilized by the employee in performing his/her essential job functions.

If a certificate was obtained by the individual, prior to employment by the City of Fort Pierce, and the employee was compensated above the minimum pay rate of the classification in which he/she works, an increase shall not be given.

Documentation must be provided within forty-five (45) calendar days of receiving the certification to the HR office.

No retro payment will be made if time elapses (45 days) between the employee receiving the certificate and notifying HR.

Certification must be maintained via Continuing Ed courses or by re-certifying (or the updated version) in order to be in compliance with the incentive.

In the event of a significant job/ duties change (one department to another) or promotion, the 5% certification process begins again.

DEPARTMENT: BUILDING

<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Building Inspector	DBPR	5%
Electrical Inspector	DBPR	5%
Mechanical, Gas & Plumbing Inspector	DBPR	5%

Building Inspectors & Plan Reviewers:

Employees that strive for additional certifications enhance their value to the Department, thus obtaining additional certifications is encouraged. Below is a listing of the 16 certifications that may be obtained by a building inspector or plan reviewer:

<u>INSPECTOR CLASSIFICATION</u>	<u>PLANS EXAM CLASSIFICATION</u>
1 & 2 Fam. Dwelling Inspector	1&2 Fam. Dwelling Plans Examiner
Commercial Building Inspector	Commercial Building Plans Examiner
Commercial Electrical Inspector	Commercial Electrical Plans Examiner
Commercial Plumbing Inspector	Commercial Plumbing Plans Examiner
Commercial Mechanical Inspector	Commercial Mechanical Plans Examiner
Coastal Construction Inspector	
Certified Flood Plain Manager	<u>PERMIT SPECIALIST / OFFICE PERSONNEL</u>
Certified Building Official	ICC Permit Technician Certification
ICC Permit Technician Certification	Certified Flood Plain Manager
ICC Property Maintenance Inspector	ICC Property Maintenance Inspector

DEPARTMENT: PUBLIC WORKS

ASE (Mechanic) Certification- five percent (5%) each for a limit of three (3) Certifications per employee.

<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Mechanic	ASE	5%
Sr. Storekeeper (parts) Garage Foreman	Automotive Service Consultant ASE (C1)	5%
Sr. Storekeeper (parts) Garage Foreman	Parts Specialist Certification ASE Test P1, P2	5%
	NPRA – Parks Recreation	5%
	IMSA – Sign, pavement marking	5%
	MOT – Maintenance of Traffic	5%
	Stormwater Operator (FSA)	5%
	Certified ISA Arborist	5%
	Certified Irrigation Landscape Designer	5%
	FNGLA Certified Landscape Maintenance	5%
Maintenance Personnel Parks and Recs Personnel	Playground Maintenance Certification	5%
	Master Gardener Certification	5%

DEPARTMENT:	CODE COMPLIANCE & ANIMAL CONTROL
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<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Violations Inspector/ Code Compliance Officer	FACE, AACE	5%
	Parking Enforcement Specialist	5%
Animal Control Officer	Chemical Capture	2%
	Euthanasia	2%
	Animal Cruelty Investigations	2%
	FACA	5%

DEPARTMENT:	POLICE
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<u>POSITION</u>	<u>LICENSE/CERTIFICATION</u>	<u>INCENTIVE INCREASE</u>
Investigative Assistant	NCIC/FCIC	3%
Crime Analyst	Crime Analyst Certification	3%
Crime Analyst	Crime Prevention Techniques	3%
Crime Scene Investigator	NCIC/FCIC- User	3%
Crime Scene Investigator	Fingerprint ID & Classification	5%
Crime Scene Investigator	IAI/ FDIA	3%
Records Specialist	NCIC/FCIC - Limited Access	3%
Records Specialist	NCIC/FCIC - User	3%
Records Specialist	Terminal Agency Coordinator (TAC)	3%
Community Service Officer	NCIC/FCIC	3%
Community Service Officer	Terminal Agency Coordinator (TAC)	3%
Community Service Officer (as assigned by the city)	Parking Enforcement Specialist	5%
Evidence Technician	NCIC/FCIC	3%
Secretary II	NCIC/FCIC	3%

ARTICLE 23
SEVERABILITY

SECTION 23.0

Should any final decision of any Court of competent jurisdiction affect any practice or provision of this Agreement, only the practice or provision so affected shall be come null and *void*; otherwise, all other provisions or practices under this Agreement shall remain in full force and effect.

ARTICLE 24

ALCOHOL, DRUGS AND CONTROLLED SUBSTANCE EXAMINATION/TESTING PROCEDURES

SECTION 24.0

The City reserves the right to require all employees to be tested for the use of alcohol, drugs or controlled substances (hereinafter referred to as "drugs", "drug testing", or "testing"). If a state or federal law or regulation requires random or other types of drug testing of any employee in this bargaining unit, the City will begin conducting such testing of employees, as soon as required, and as provided by the law. The City will provide a list to the Union of the job classifications identified. All testing will be done at Florida Health and Rehabilitative Services (HRS) approved facilities.

SECTION 24.1

The City reserves the right, at any time, to request any employee to take a drug test and/or physical examination based on reasonable suspicion. Reasonable suspicion is a belief that an employee is using or has used drugs in violation of this Article, drawn from specific, objective, and articulate facts and reasonable inferences drawn from those facts.

SECTION 24.2

The testing outlined for drugs in Sections 24.0 and 24.1 of this Article will be administered in accordance with the following provisions:

- A. Any employee may be subject to an investigation which may include, but not limited to, drug detection and testing, urinalysis, saliva testing, or any other medically recognized testing procedure. Prior to being tested, the employee will be given the opportunity to present any evidence of legal substances he/she has taken which may affect the accuracy of the test results. The employee may consult with his/her Union Steward before being tested, providing such consultation does not delay the testing for more than thirty (30) minutes.

If the employee is ordered to be tested based upon reasonable suspicion or the City is advised of any positive test result, the City in its sole discretion, shall decide whether the employee should be returned to a limited duty capacity or relieved of duty pending the results of the testing. If relieved of duty, the employee will be suspended without pay. If permitted to continue working pending the results of the testing, the employee shall not be permitted to operate any equipment or perform any function that could present a danger to the health, safety, or welfare of the public, co-workers, or the employee, and shall not be permitted to operate a motor vehicle. If the test results are negative for the presence of drugs, an employee who has been suspended will be paid for time lost. Using the initial sample will be conducted to ensure accurate results.

- B. An employee who is tested on a reasonable suspicion basis will be placed on an administrative *leave* with pay status, pending the outcome of the test(s). In those cases when a drug test is negative, departmental "field calendars" will not reflect an absence.

- C. If the test result is negative, a second test will not be conducted, and the employee will be returned to work. If the first test is positive and the second test is negative, the employee will be returned to work. In the event either the first or second test is negative, no disciplinary action related to drug use will be taken, and no record will be placed in an employee's file that the drug testing occurred.
- D. When an employee is suspected of using or being under the influence of drugs, as opposed to alcohol, a test will be conducted for the presence of drugs only.

SECTION 24.3

Employees suspected of using or being under the influence of alcohol will be subject to undergo a Breathalyzer examination only. This test will be administered by qualified personnel.

SECTION 24.4

An initial probationary employee who tests positive will be terminated and no appeal shall be permitted. Prior to being a subject for testing, a classified employee may seek assistance for drug/alcohol use or abuse and will not be disciplined. Any employee who uses this one-time option shall be subject to random testing, while on duty, for a period of two years. The City retains the right to discipline employees for other serious offenses that have been committed. The City will not pursue criminal prosecution as a routine part of its substance testing procedures.

The City is a zero-based drug/alcohol tolerance employer. An employee testing positive for drugs (as determined illegal by Federal or State Law) shall be terminated. Employees testing positive for alcohol concentration as low as 0.02 shall be terminated.

In the event the Employee Assistance Program is no longer offered, the employee must seek, either through self-referral or recommendation of a professional counselor/doctor or counseling service, the assistance of any medical facility or agency (i.e., various hospitals offering dependency programs, PAR, Inc., or similar agency) licensed to provide a comprehensive rehabilitative program(s) for individuals with substance use problems. The rest of this Section would continue to be applicable.

SECTION 24.5

In the recognition of the importance of having a drug-free work force worthy of the respect and trust of the public, the following shall be the policy for employees who are guilty or plead nolo contendere of misconduct related to the use, possession, or sale of drugs:

Employees who sell illegal drugs or controlled substances, whether on or off duty, shall be terminated from employment unless the Department Director can document mitigating circumstances and obtain the approval of the Personnel Director not to terminate.

Employees who are in possession of or using illegal substances, or are consuming alcohol while on duty, including meal and rest periods, shall be terminated from employment unless the Department Director can document mitigating circumstances and obtain the approval of the Personnel Director not to terminate.

Employees who are under the influence of illegal substances or alcohol while on duty shall be disciplined in accordance with the City's Code of Conduct, although other misconduct occurring at the same time may result in more severe discipline, depending upon the nature of the misconduct.

Employees who are in possession of illegal substances or drug paraphernalia while off duty, and said possession constitutes a misdemeanor, shall be disciplined (City's Code of Conduct) for the first offense and terminated for the second offense, unless a nexus exists between the employee's position and the drug possession, in which case the employee shall be terminated for the first offense.

Employees involved in an accident or employee(s) directly contributing to an accident (defined as a sudden unexpected event) that requires medical treatment from a Doctor or is involved in an accident that causes damage to City equipment or citizens property will be subject to drug and alcohol testing.

The policy contained in the City's Rules and Regulations regarding what occurs in the event an employee who is required to possess a driver's license for his/her position and who loses his/her driver's license shall apply to an employee who is off duty and driving under the influence.

SECTION 24.6

When an employee requests Union assistance, the City agrees to make a reasonable effort to contact a Union Officer, following the chain of command designated on the Union organizational chart. In no instance will the City delay the substance test for more than half an hour while attempting to contact a Union Official.

SECTION 24.7

At the time of implementation of this Contract, all employees shall be put on notice that the City is committed to employing a drug-free work force. Said notice will also include encouragement for employees, who may have a substance use or abuse problem, to seek professional assistance on a confidential basis from the City's Employee Assistance Program or a source of their own choosing. The penalties for both on or off-duty use, possession, or sale of illegal substances, controlled substances, or alcohol contained in this Article shall also be communicated to employees.

SECTION 24.8

To ensure that illegal contraband (drugs, alcohol, etc.,) do not enter or affect the workplace, the City of Fort Pierce reserves the right to search all City vehicles, containers, lockers or other items on City of Fort Pierce's property. In furtherance of this policy, individuals may be required to display personal property for visual inspection upon the City of Fort Pierce's request. Failure to consent to a search or display of personal property for visual inspection will be grounds for discharge and denial of access to City premises.

SECTION 24.9

In the event of invalidation of this Article, or Section of this Article, both the Employer and Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for said Article or Section.

SECTION 24.10

All civilian employees, who work in the Evidence Section or as Crime Scene Investigators of the Police Department, will be subject to random drug testing on the same basis currently in use for certified law enforcement personnel.

ARTICLE 25

SAFETY

SECTION 25.0

The City and the Union agree that the safety of employees and the public at large is of primary concern. To that end, no employee shall be required to operate unsafe equipment or vehicles. If the employee has reason to believe the equipment or vehicles are unsafe, he/she will immediately contact the Supervisor, who will examine or have the equipment or vehicle examined, to determine its usable condition.

SECTION 25.1

The appropriate departmental Steward will be permitted to sit as a member of the Accident Review Committee and will provide necessary input in discussing situations concerning his/her Department.

ARTICLE 26

BEREAVEMENT LEAVE

SECTION 26.0

The employee may be granted up to three (3) days bereavement leave for death in their immediate family, without charge to any other accrued leave time. Immediate family is defined as the employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandfather, grandmother, grandson, granddaughter, great-grand parents, grandparents-in-law, step grandparents, foster parents, and foster children. Employees must use the bereavement leave within 30 calendar days of the immediate family member's death.

For the purpose of funeral flowers, immediate family is defined as the employee's father, mother, son, daughter, husband, wife, stepfather, stepmother, stepson, stepdaughter, grandson, and granddaughter. Maximum amount is not to exceed \$50.00 in US funds (including tax and shipping).

ARTICLE 27

RETIREMENT PLAN

SECTION 27.0

The ordinance pertaining to the City of Fort Pierce Retirement and Benefit System will be amended to provide for a benefit accrual rate of three percent (3%) for Teamsters members employed by the City who are subject to collective bargaining. This change will be effective upon final adoption of the ordinance amendment.

Below are the changes for new employees only effective October 1, 2012:

1. Change the vesting period from 5 to 10 years
2. Capping the 3.0 percent multiplier to a maximum ceiling of 75 percent. The first 25 years of service covers the 75 percent with an annual maximum pension payment not to exceed \$100,000.
3. Overtime hours used in the calculation of pension benefits are capped at 300 hours. The first 300 hours in a fiscal year.
4. Accrued unused vacation and sick cannot be used in the calculation of pension benefits.

Below are the changes for current members:

1. The annual maximum pension payment cannot exceed \$100,000.
2. The maximum of 300 overtime hours can be used in the calculation of pension benefits annually. The first 300 hours in a fiscal year only.
3. Accrued unused vacation and sick leave under the current policy through September 30, 2012 can be used in the calculation of pension benefits; those hours earned after September 30, 2012 cannot be used in the benefit calculations.

SECTION 27.1

1. Change the vesting period from 10 years to 5 years effective November 5, 2018.
2. The parties agree to the 2019 – 2020 amendment to Section 13-36 in the Code of Ordinances referring to Disability Retirement – all other bargaining units must agree to the changes also.

ARTICLE 28

DURATION OF AGREEMENT

SECTION 28.0

This Agreement shall take effect October 1, 2017 and shall continue in full force and effect until midnight of September 30, 2020.

SECTION 28.1

The parties agree to open this Contract for negotiations for the 2020-2021 fiscal year no later than the end of June 2020.

FOR THE CITY

**FOR TEAMSTERS LOCAL
UNION 769**

MAYOR DATE

UNION REPRESENTATIVE DATE

CITY MANAGER DATE

UNION STEWARD DATE

WITNESS DATE

WITNESS DATE

CHIEF NEGOTIATOR DATE

APPROVED AS TO FORM AND CORRECTNESS

BY: _____

**Peter J. Sweeney Esq.
CITY ATTORNEY**