

Agreement

Between

The City of Vero Beach

And

**Teamsters Local
Union No. 769**

Clerical & Technical Unit

October 1, 2021 to September 30, 2024

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PREAMBLE

This Collective Bargaining Agreement ("Agreement") is entered into as of this 1st day of October 2021, between the City of Vero Beach ("City"), and Teamsters Local Union No. 769 ("Union"). When both the City and the Union are referred to in combination, they will be called the "Parties," and the employees covered by this Agreement shall be referred to as "Employees."

ARTICLE 1: INTENT AND PURPOSE

It is the intent and purpose of the parties to this Agreement to recite in the Agreement rates of pay, hours of work, and conditions of employment; to achieve and maintain harmonious relations between the City and the Union; to ensure continuous, uninterrupted and efficient operation of all City Departments; and to provide a grievance procedure for the prompt and peaceful resolution of any disagreements or differences which may arise regarding the application or interpretation of this Agreement.

ARTICLE 2: RECOGNITION

The City of Vero Beach recognizes Teamsters Local Union No. 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, Certification #1769, excluding all other employees.

ARTICLE 3: EQUALITY OF OPPORTUNITY

Neither the City nor the Union shall discriminate against or permit the harassment of any employee because of race, religion, color, national origin, age, gender, disability, or because of participation or non-participation in Union activity. The City and the Union further agree to abide by the principle of equal pay for equal work, subject only to differences based on qualifications and longevity. References using pronouns will be gender-neutral throughout this Agreement.

ARTICLE 4: PAYROLL DEDUCTION OF UNION DUES

- 4.01 The City agrees to deduct the monthly dues, plus any initiation fees and assessments required by the Union, from the earnings of each employee who has filed with the City a valid, unrevoked, signed authorization for such purposes. Such deductions shall be taken from two paychecks per month. The City shall remit, to the Union office designated by the Secretary-Treasurer of Local Union No. 769, an amount equal to the cumulative total of such deductions by the first of the following month, or as soon as possible thereafter. The Union agrees to give the City 30 days' written notice of any change in dues, and to limit the number of increases or decreases in dues to once each year.

- 4.02 The Union shall indemnify and hold harmless the City against any and all claims, demands, lawsuits, or other forms of liability that might arise from or by reason of any action taken by the City in making payroll deductions for Union membership dues, assessments, or initiation fees, as described in this Article.
- 4.03 Any employee covered by this Agreement who is transferred to a classification which is not in the bargaining unit, or any employee covered by this Agreement whose employment is terminated, shall cease to be subject to further check off deductions, beginning with the date the transfer or termination takes effect.
- 4.04 Any employee covered by this Agreement who notifies the Union in writing that he/she wishes to revoke his/her dues deduction authorization shall cease to be subject to check off deductions immediately following the expiration of the 30-day notice period required when the employee first signs an authorization card. The City will provide promptly to the Chief Steward a copy of each revocation notice it receives.
- 4.05 Pursuant to §§4.03 and 4.04, above, refunds will not be given for revocations involving partial months.
- 4.06 The City shall not be required to deduct or to remit Union dues in arrears.

ARTICLE 5: MANAGEMENT RIGHTS

- 5.01 Except as expressly limited by a specific provision in this Agreement, the City reserves and retains the sole right to determine, and from time to time to re-determine, the management of its operations and direction of its work force, including but not limited to, its right to determine and re-determine the type and extent of the number, location, or type of services to be provided; the methods of performing such services; work schedules; the size and composition of the work force; to contract or subcontract out existing and future work; to determine whether and to what extent the work required in the City's 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 operations, temporarily or permanently, in whole or in part, whenever, in the opinion of the City, good business judgment makes such curtailment or discontinuation advisable; to hire, lay off, assign, transfer, classify or reclassify, promote, and to determine the qualifications of employees; to determine starting and quitting times and number of hours to be worked.
- 5.02 The City retains the right to discipline, suspend, demote, and discharge Employees for cause. For purposes of this Article, cause shall include violations of the terms of this Agreement and the Personnel Rules of the City.

- 5.03 Subject to the provisions of Article 29 of this Agreement, the exercise of the City's rights described herein does not preclude Employees or their representatives from conferring with the City about the practical consequences that decisions on these matters might have on the terms and conditions of employment.
- 5.04 The City's management rights set forth in Article 5 are not all-inclusive but indicate the type of rights which belong to the City in its capacity as management of the City of Vero Beach. Article 5 is intended to include as a management right all rights so recognized as a management prerogative under Florida law, including but not limited to, Section 447.209, Fla. Stat.
- 5.05 In the event the City Manager, the Governor of the State of Florida, or the President of the United States determines that a civil emergency condition exists, including but not limited to, riots, civil disorders, hurricane conditions or similar catastrophes, the City may suspend the provisions of this Agreement during the time period of the declared emergency. All pay provisions will continue in case of such declared emergency.
- 5.06 Subcontracting shall mean work which is contracted out by the City to an agency, person, company, or other provider, and which results in the direct displacement or layoff of Employees. If a subcontracting proposal is to be presented to the City for approval, the City shall notify the Union, and upon the Union's request, it will be given an opportunity to present its views to the City Council in a workshop session prior to time the City Council votes to approve or disapprove the subcontracting proposal.
- 5.07 The City will notify the Union at least 30 days in advance of any final decision to layoff or enter into a subcontracting arrangement that results in the layoff or displacement of Employees.
- 5.08 The City reserves the right to determine whether vacancies in any job classification exist, and whether any such vacancy is to be filled.
- 5.09 Notwithstanding the provisions of Article 10, nothing in this Agreement shall be construed as surrender or limitation on the City's right to determine Employee assignment. The City does not acknowledge or accept that any Employee is entitled to a specific job classification and pay because the Employee believes he/she is qualified or is in fact qualified. To the contrary, the City reserves unto itself the right to determine and state that qualified Employees will be considered for assignment when the City determines that a vacancy exists and it will be filled.
- 5.10 The City will not use day labor or temporary employees to perform bargaining unit work for more than 120 days in a fiscal year.

ARTICLE 6: STRIKE PROHIBITION

- 6.01 Employees covered by this Agreement shall not engage in strikes, work stoppages, picket lines in support of work stoppages, work slow-downs, boycotts, or concerted failures or refusals to perform assigned work; and the City will not lock out employees covered by this Agreement for its duration. The Union agrees to support the City fully in maintaining normal operations. The parties agree that the City is responsible for, and engaged in, activities in the interest of the health and welfare of the residents of the City of Vero Beach; and that any violation of this Article could irreparably damage the City and the public at large. The parties therefore agree that, in the event that this Article is violated, the City is entitled to and shall seek immediate injunctive relief. It is further agreed that the Union shall not be responsible for any alleged breach of this Article if neither the Union nor any of its officers instigated, authorized, condoned, sanctioned, or ratified such action; and the Union and its officers used every possible means to prevent or to terminate such breach. The parties agree that any violation of this Article shall be cause for discharge of any employee found to have violated this Article; and the discharge shall not be subject to the Article 8 grievance procedures, except to determine whether the breach occurred.

- 6.02 Employees covered by this Agreement shall be required to cross picket lines to perform their duties, regardless of the labor organization or group picketing.

ARTICLE 7: UNION REPRESENTATION AND ACCESS

- 7.01 The Union shall not be required to represent any Employee who is not a member of the Union.

- 7.02 For the purpose of representing Employees covered by this Agreement pursuant to the Article 8 grievance procedure, the Union may designate a maximum of four stewards, one of whom may serve as the Chief Steward. Except for the Chief Steward, each steward shall represent Employees covered by this Agreement exclusively in the Geographical Location assigned to them under this Section:

<u>Geographical Location</u>	<u>Number of Stewards</u>
Police Department and City Hall	two
All other locations	one
Chief Steward	one

Any steward who will enter the Police Department building must notify the Chief of Police or designee prior to entering the secure area.

If processing a particular grievance requires the participation of more than one Union steward from the same Department, the parties agree that the Union will designate one steward to attend the grievance Step meetings, in order to reduce disruption of work in a single Department.

- 7.03 The parties may agree to change the stewards' number and assignments from time to time.
- 7.04 The Union shall furnish the City Human Resources Department with a list of names of all stewards; and shall inform the City promptly in writing whenever there is a change.
- 7.05 The Chief Steward shall have the right to visit Departments other than his own when another steward requests it in order to conduct legitimate Union business. When the Chief Steward has been called to another Department, he will notify his supervisor immediately of the date, time, and place of the destination. The supervisor will make every reasonable effort to release the Chief Steward so that he may attend to Union business; subject only to special needs and circumstances existing in his Department at the time. The Chief Steward shall notify his supervisor immediately upon returning to his job, so that an accurate record of grievance handling time can be kept.
- 7.06 The parties agree to cooperate in the investigation and processing of grievances so that the amount of time all stewards spend on Union business can be kept to a minimum.
- 7.07 The Union shall not solicit City Employees in any way, including solicitations for membership, during working time.
- 7.08 The Union agrees that it will not schedule any unilateral meetings on City time.
- 7.09 Officers or agents of Teamsters Local No. 769 shall be allowed reasonable access to work sites and locations of the City; with the expressed and advance approval of appropriate City officials; provided that such access shall in no way interfere with the efficient operation of any Department or crew involved; and that such access and visits shall be limited to essential City-Union business.
- 7.10 Union Stewards shall not receive overtime pay for City-Union business.

ARTICLE 8: GRIEVANCE PROCEDURE

- 8.01 The parties agree that the grievance procedure described in this Article is to be followed to resolve all disputes or differences between the City and the Union or any Employees covered by this Agreement regarding the interpretation and applications of the provisions of this Agreement. The parties further agree that no work stoppage or slow-downs will occur when disputes or differences arise, resulting in the filing of a grievance, or during the pendency of the grievance.
- 8.02 Consistent with the provisions of this Article, the parties agree to continue to use the standard Teamster's Grievance Form for routing through the grievance process. The City will devise its own form, which will be used across all Departments for responding to any grievance, and which will be appended to the Teamster's Grievance Form. The parties further agree to distribute copies of both the Teamster's Grievance and the City's Grievance Answer form among the following persons: grievant; Chief Steward; Union business agent; Department Head; managers and supervisors in the Department from where the grievance arose; Human Resources Director.
- 8.03 Grievance Step 1: An Employee, the Union or any of its representatives who believes that the City has violated this Agreement shall complete the standard Teamster's Grievance Form, sign it, affix the date, and file the grievance with his/her immediate supervisor within 10 business days from the date when the Employee had knowledge of the alleged Agreement violation, allowing for some time extensions in unusual circumstances. The grievance shall include the Article[s] and Section[s] which the grievant believes were violated, a complete statement of the nature of the grievance, and a request to resolve the grievance. The grievant's supervisor shall sign and affix the date to the grievance, and send a copy to the Director of Human Resources. The grievant, his/her supervisor, and the steward assigned to the grievant's Department/Division will meet to discuss the issues raised in the grievance within 5 business days, on a Monday-to-Friday calendar, of the date when the grievance was filed. The Union and the City will notify each other on who will be in attendance prior to the meeting. Using the form provided for that purpose, the City representative at the Step 1 meeting will provide a written answer to the grievant within 5 business days following the Step 1 meeting. The responding City representative shall provide the Department Head and Human Resources Director with a copy of the Step 1 answer and any accompanying materials.

- 8.04 Grievance Step 2: If the grievance has not been resolved at Step 1, or if the parties have agreed to take the grievance directly to Step 2, the grievant, through his/her Union Steward, may choose to submit the grievance to the Department Head for further review within 5 business days following the date of the Step 1 answer. The Department Head shall sign and affix the date when he/she received the grievance at Step 2. Within 5 business days after receiving the grievance at Step 2, or unless otherwise agreed to by the Union and the Department Head as outlined in Section 8.12, the Department Head shall meet with the grievant and his/her Union representative[s], and with any other person[s] whom the Department Head and the Chief Steward choose, to discuss the resolution of the grievance. Using the form provided for that purpose, the Department Head shall answer the grievance within 10 business days following the Step 2 meeting; and shall provide to the Human Resources Director the original of the grievance form, containing the Step 1 and Step 2 answers, along with any accompanying materials.
- 8.05 Grievance Step 3: If the grievance has not been resolved at Step 2, or if the parties have agreed to take the grievance directly to Step 3, Union or the Department Head may forward the grievance form and any accompanying materials to the Human Resources Director for resolution within five (5) business days. The Human Resources Director shall sign the form and affix the date when it was received. Having received the grievance and accompanying materials, the Human Resources Director shall provide exact copies of all such materials to the Department Head and to the Union, so that all parties will have adequate notice and preparation in advance of the Step 3 hearing, which the Human Resources Director will schedule at the convenience of the Department Head and the Union, within 10 business days. The Department Head and the Union may choose the participants in the hearing. The Step 3 hearing will be confined to the issue[s] raised in the original grievance. The Human Resources Director shall give a final written decision on the grievance presented at the Step 3 hearing. Unless otherwise agreed to between the City and the Union, if a written decision is not given within 20 business days of the Step 3 hearing, the grievance will automatically be advanced to arbitration.
- 8.06 If the Human Resources Director's Step 3 answer is not acceptable either to the City or to the Union, either party may appeal the grievance resolution to arbitration, pursuant to the provisions of Article 9 of this Agreement.
- 8.07 Any grievance not appealed to the next Step within the time limits specified in this Article shall be considered to have been resolved, and cannot be subject to further appeal.
- 8.08 A grievance shall be considered to have been resolved and abandoned when the Union or the City chooses not to pursue the grievance, for any reason.

- 8.09 The City and/or the Union may resolve the grievance at any Step of the procedure described at this Article. The Union may withdraw the grievance at any Step of the procedure described at this Article. Upon resolution or withdrawal of the grievance, no further action will be necessary; except that the Human Resources Director must be notified by vehicle of sending her/him the grievance form and any accompanying materials, annotated with the fact of the resolution or withdrawal, and signed by the grievant and/or his/her Union representative and the Department Head.
- 8.10 The parties agree that certain classes of grievances can be mutually identified between the parties as of a type to proceed directly to Grievance Step 2 or Step 3, described at §8.04 and §8.05 of this Agreement.
- 8.11 Any grievance involving the discharge of a non-probationary Employee covered by this Agreement will be filed directly to Step 3.
- 8.12 The parties further agree that the time limits recited at §§8.03, 8.04, and 8.05 can be waived or extended upon mutual agreement. An agreement to extend the time limits must be noted on the grievance forms, and signed by the grievant and his/her Union representative, the Department Head or designee, and the Human Resources Director.
- 8.13 Pursuant to Florida statute and the practice of the City of Vero Beach, any requests for documents regarding matters related to any grievance must be made to the City Clerk of the City of Vero Beach. The City Clerk is to be notified that the public records request is part of the grievance process. Single requests for fewer than 10 pages will be free of charge to the Union.

ARTICLE 9: ARBITRATION

- 9.01 Any grievance which is not satisfactorily resolved as provided in the Article 8 grievance procedure may be appealed to arbitration.
- 9.02 If the Union decides to take a grievance to arbitration, the Union will notify the Human Resources Director in writing within 10 business days after the Union receives the City's Step 3 answer. Immediately upon being notified of the Union's intention to go to arbitration, the Human Resources Director will notify the City Manager and the Department Head from whose area the grievance arose. If the City decides to take a grievance to arbitration, the Human Resources Director will notify the Union business agent in writing within 10 days after the decision is made.

9.03 The party requesting arbitration shall apply to the Federal Mediation and Conciliation Service [FMCS] to obtain a panel of 7 potential arbitrators. Either party may reject the first panel which FMCS provides. The party rejecting the first panel must request a second panel. The party who did not reject the first panel may reject the second panel, and request a third arbitrators' panel. Neither party may reject more than one panel for each case which goes to arbitration. As soon as possible after the parties receive an acceptable panel, or soon as possible after the third panel is received, the party requesting arbitration shall first strike the name of an arbitrator on the panel. The other party shall strike a name; and the parties shall alternate until a final name remains, who shall be the arbitrator in the case. The parties and the arbitrator shall agree among themselves on a date for the arbitration hearing.

9.04 The decision of the arbitrator must be within the scope of his/her authority, as described at §§9.04(A)-(G) of this Article; and confined to the grievance submitted for determination.

- A. The arbitrator shall confine his/her deliberation to the facts developed at the arbitration hearing, and those facts, which are directly related to the matter under arbitration.
- B. The arbitrator shall have no power to amend, to modify, or to delete any provision of this Agreement.
- C. The arbitrator shall have due regard for the essential rights and responsibilities of the City; and shall not interpret this Agreement so as to restrict or limit those rights or responsibilities, except inasmuch as the City has limited rights and responsibilities pursuant to this Agreement.
- D. The arbitrator may make no decision or award, which extends prior to the date when the grievance was filed at Step 1.
- E. The arbitrator may make no decision, award, or resolution that extends beyond the termination of this Agreement.
- F. The arbitrator's decision is final and binding on the parties.
- G. If the arbitrator determines that he/she has no authority to rule on the matter appealed to arbitration, the arbitrator shall send the grievance back to the parties with no recommendation or decision.

- 9.05 Each party shall bear the costs associated with its own preparation for and conduct of arbitration, including paying for witnesses to appear at the arbitration hearing. The parties shall divide equally the costs associated with the arbitration hearing, including the arbitrator's fee and expenses, hearing room, and the like. The cost of a court reporter's services will be borne by the party requesting one. The costs of the transcript of the proceedings shall be borne by the party requesting the transcript.
- 9.06 If either party requests postponement or cancellation of a scheduled arbitration hearing, and if such postponement or cancellation results in a fee being charged by the arbitrator, the party who requested the postponement or cancellation shall bear sole responsibility for the payment of such fee.
- 9.07 The parties agree that if, within six months following the Step 3 answer, the arbitrator and/or the FMCS has not been notified of the arbitrator's selection, the matter giving rise to the arbitration demand will be considered to have been abandoned and therefore resolved; and no further action can be taken on the matter by either party, unless the delay of greater than 6 months was mutually agreed upon by the parties.

**ARTICLE 10: BIDS, LATERAL TRANSFERS, PROMOTIONS, LAYOFF/REDUCTION
IN WORKFORCE, AND RECALL**

- 10.01 Newly hired Employees shall be considered probationary during the first full 6 months of employment, and shall not be eligible to bid for voluntary transfer to other positions in the City. Any newly hired Employee who has excused absences during the probationary period shall have the period extended by an equivalent number of days. The probationary period shall not be extended for any purpose, except to provide a full 6 months' evaluation of the newly hired Employee. Probationary Employees will receive the rate of pay for their classification. During an Employee's probationary period, the City may, in its sole discretion, transfer in the event of layoff, discipline, or discharge such Employee; and the Employee shall have no access to the Article 8 grievance procedure.
- 10.02 Seniority is the length of continuous service with the City commencing with the latest date of hire. Continuous service with the City will be broken in the following circumstances:
 - A. The Employee voluntarily terminates his/her employment;
 - B. The Employee is discharged for cause;
 - C. The Employee exceeds authorized leave of absence without advance approval of the Department Head;

- D. The Employee does not return from medical or disability leave after receiving physician's release;
- E. The Employee does not return from military leave of absence within the time governing veterans' re-employment rights;
- F. The Employee does not return from layoff when recalled within 14 calendar days after receiving notice of recall; or
- G. The Employee is laid off for twenty-four (24) consecutive months.

10.03 The City agrees to post every job vacancy within the bargaining unit on the Union bulletin boards for 10 business days, to allow Employees the opportunity to submit a bid for assignment to the vacancy.

- A. Bids shall be submitted, on a form designed for that purpose, to the Human Resources Department by 4pm of the 10th business day after posting. The posted announcement shall indicate the date the selection process is to begin.
- B. After the bid closes, the selection process must be completed, and the job vacancy filled by a successful bidder, by the 20th business day. This period may be extended by mutual agreement of the parties. The selected Employee will be compensated at the higher rate on the first date of the pay period immediately following this 20th business day.
- C. When a bid is posted and the period to submit bids has closed but the vacancy has not yet been filled through the selection process, an Employee who is/was on annual leave, sick leave, workers' compensation leave, bereavement leave, FMLA leave, or other approved leave during the posting period, is to be afforded an opportunity to bid the vacancy.

10.04 Whenever there are vacancies for a lateral transfer, voluntary demotion, or promotion, the City shall select the most qualified individual based only on the following factors:

- A. Length of continuous service with the City: One (1) point will be assigned for each of year of continuous service with the City, up to a maximum of twenty (20) points.

- B. Reliability and Initiative: Up to ten (10) points will be assigned for the Employee's demonstrated reliability and initiative at work. By way of example, reliability and initiative means the Employee's attendance record, acceptance of call-out assignments, acceptance of after-hours work, team work, and self-motivation.
- C. Technical skills: Up to twenty (20) points will be assigned for the Employee's demonstrated technical skills the City determines are necessary to satisfactorily perform the assigned job duties. The City may, in its sole discretion, require an aptitude test, a skills test, or both, to be included within the technical skills scoring factor.
- D. Licensing: Up to ten (10) points will be assigned for the Employee's possession of any active license required for the position, except for a standard Class E driver's license. If the position requires a license(s), only those Employees who actually possess a valid form of the exact required license(s) are eligible to apply for the position. If the position requires a license(s), but the City has determined in its sole discretion that it will allow the license to be obtained over a specified period of time, then preference in points under this provision shall be given to the Employee(s) who already have a valid form of the exact required license(s). When more than one license is required for the position, the City shall have the discretion to award more or less points based on the City's determination of the importance of each individual license.
- E. Ability: Up to ten (10) points will be assigned for the Employee's ability to perform the assigned job duties. Ability is to be distinguished from Technical Skills in that Technical Skills represents the Employee's present knowledge, training, and/or past or present experience performing the job duties required of the position, while Ability is intended to account for an Employee who may not have the required training, technical skills, or past or present job experience, but demonstrates the aptitude, capability, and/or potential to learn the required job duties in an efficient and satisfactory manner.
- F. Work record/Discipline: Up to ten (10) points will be assigned based on the Employee's work record/discipline with the City. The Employee's work record shall include his or her discipline record.
- G. Interpersonal skills: Up to five (5) points will be assigned based on the Employee's interpersonal skills. For purposes of this provision, interpersonal skills shall include the Employee's attitude, reputation among his or her peers, and ability to communicate effectively in writing and verbally.

- H. Prior employment or military experience: Up to ten (10) points will be assigned based on the Employee's prior employment or military experience. For purposes of this provision, prior employment or military experience shall mean employment outside the City, or military service, in a position or military occupational specialty that is substantially similar to the position at issue, including any required job duties and licenses. The Employee shall provide the City with all pertinent documents, including but not limited to, job applications, job descriptions, performance reviews, form DD-214, or other documents that demonstrate the Employee's past employment or military experience.
- I. Reviewer's ranking: Up to five (5) points will be assigned based on the reviewer's determination of the best and most qualified candidate for the position.
- J. The Parties recognize that Article 10.04(A)-(I) includes both subjective and objective factors and criteria; however, the City shall not exercise its discretion to award or not award points in an arbitrary or capricious manner.
- K. If two or more Employees are tied in the above-referenced scoring, the position shall be awarded to the Employee with the most City seniority. If there is a tie in seniority, it shall be awarded on the basis of veteran's preference, if applicable, and if not applicable, then the position shall be awarded to the Employee with the best performance appraisal for the past two years.
- L. Notwithstanding anything to the contrary, all Employees must meet the minimum requirements for the position, including possession of any required licenses or certifications, unless the Parties mutually agree to waive this requirement based on a lack of qualified applicants.

10.05 Lay-off and Bumping Rights:

- A. The City Manager may reduce the number of City Employees when it is deemed necessary by reason of shortage of funds or work, the abolition of a position or positions, material changes in the duties or organization of a department, or for any other business reasons. The duties performed by a laid-off Employee may be discontinued or reassigned to other Employees who hold positions in appropriate classifications.
- B. The City has the sole discretion to determine and re-determine the number and job classifications of Employees subject to layoff. When it becomes necessary to reduce the number of Employees within a given department or job classification, the City manager will give primary consideration to management's need to carry out the provision of municipal services.

Therefore, layoffs will be conducted in a manner that will minimize to the extent feasible the layoff's impact upon the delivery of municipal services. The City shall give 30 days' notice to the affected Employees identified for layoff.

- C. In the event of a layoff within a particular job classification(s) within a department, Employees will be selected in the reverse order of seniority. The Employee laid-off may bump a junior Employee within the City in any lower classification which the laid-off Employee previously held for at least six months, provided that the laid-off Employee worked in the lower classification in the same department as the Employee to be bumped and meets all present qualifications and licensing/certification requirements for the position prior to exercising bumping rights.
- D. Any Employee who is laid-off or bumped from his position due to a reduction in force, and who cannot exercise bumping rights as described in Article 10.05(C) may request (but not require) that the Human Resources Department place the Employee in an open position for which the Employee is fully qualified and for which the City has exercised its discretion to decide to fill the position. A laid-off or bumped Employee who bids an open position which he has not formerly held, and who the City determines to be qualified for the position, will be paid the base rate for the position, plus any applicable incentives. In the event that the placement of an Employee pursuant to this subsection results in a wage reduction of more than 15%, the Employee shall have the option of being laid-off for one year. Any Employee who is laid-off or bumped, and who is offered but refuses an open job, and who is not required to accept a wage reduction of more than 15% will be deemed to have resigned his position with the City.
- E. Per the Layoff and Recall Section of the Personnel Rules, annual or medical leave balances that have accrued prior to the layoff shall not be paid until such time that the recall period expires, the Employee resigns, or the Employee declines an offer of recall, whichever occurs first. At that time they will be paid out in accordance with Articles 15 & 17 of this agreement.
- F. In the event of a reduction in work force, the City shall notify the Chief Steward as soon as practicable after the Employees affected by the reduction have been informed of the pending reduction.

10.06 Recall:

- A. Employees shall remain eligible for recall to their former position for 24 months. Laid-off Employees shall be recalled to their former position in reverse order of layoff. Additionally, laid-off Employees remain eligible to bid for any vacant positions in accordance and subject to the provisions of 10.03 and 10.04.

- B. The offer of recall will be provided by certified mail that will be sent to the laid-off Employee's last known address. It is the responsibility of the laid-off Employee to provide the City with any changes to the Employee's address. Within three business days of receipt of the recall notice, the laid-off Employee must notify the City of the Employee's intent to return to work or the offer of recall shall be considered waived and declined.
 - C. A laid off Employee who receives the City's notice of recall shall return to work as soon as possible, but not later than 14 calendar days following receipt of the recall notice. The laid off Employee being recalled to work must meet all present qualifications and licensing/certification requirements for the position at the time of being recalled to work.
 - D. At the end of the twelve month recall period, if the Employee has not been recalled, the laid-off Employee shall be considered to have resigned in good standing and accrued annual and medical leave shall be paid out according to Section 8.05 A and Section 9 of the City Personnel Rules.
- 10.07 The City will provide the Union with a list of all bargaining unit members at the beginning of each fiscal year, or whenever the Union reasonably requests such list from the City Clerk.
- 10.08 An Employee who is promoted, laterally transferred, or bumped into a lower position shall be paid at the 6-month rate, plus any incentives that the Employee has earned and which are applicable to the new position. An Employee who is involuntarily transferred or bumped as a result of a reduction in work force would be paid the 6-month rate set for the position, plus any incentives that the Employee has earned and which are applicable to the new position.

ARTICLE 11: DISCIPLINE AND DISCHARGE

- 11.01 No Employee covered by this Agreement shall be discharged or disciplined without just cause. The progressive disciplinary guidelines recited at §18 of the Personnel Rules of the City of Vero Beach should be followed except in egregious circumstances.
- 11.02 Discipline shall be administered, or the City must notify the Union of its intent to investigate, within 10 business days after the City has knowledge of the event. All notices of discipline and discharge shall be in writing, signed by the applicable Department Head. An original of the disciplinary notice shall be presented to the Employee, who shall acknowledge in writing that he/she has received such notice. Notice of disciplinary action shall recite with particularity the action being taken and the reason[s] for it. Copies of the disciplinary notice shall be sent to the Union and to the Human Resources Department for inclusion with the Employee's personnel file. Except as limited by the provisions of §§11.02, 11.03, and 11.04 of this Article, nothing in this Article shall limit the City's right to review an Employee's work record

and disciplinary record when determining the appropriate disciplinary action. The disciplined Employee has the right to grieve the disciplinary action, including discharge, pursuant to Article 8 of this Agreement.

- 11.03 The parties agree that the City will not consider an Employee's record of verbal warning or counseling when considering disciplinary action in a later case if the Employee has not been disciplined in the 12 months preceding the current disciplinary action.
- 11.04 The parties agree that the City will not consider an Employee's record of written warning or written counseling when considering disciplinary action in a later case if the Employee has not been disciplined in the 24 months preceding the current disciplinary action.
- 11.05 The parties agree that the City will not consider an Employee's record of suspension when considering disciplinary action in a later case if the Employee has not been disciplined in the 36 months preceding the current disciplinary action.

ARTICLE 12: SAFETY AND HEALTH

- 12.01 The City and the Union agree to cooperate to the fullest extent in the promotion of safe work practices among Employees and to abide by all safety policies and procedures which may be issued by the City for the safety and well-being of Employees and for the purpose of complying with applicable federal or state safety and health regulations.
- 12.02 The City shall provide, and Employees shall use and care for, appropriate safety equipment required by the job. To the extent allowed by its budget, the City will provide updated technology in the interest of safety and health.
- 12.03 The Union shall appoint two bargaining unit Employees to the City-wide Safety Committee.

ARTICLE 13: UNIFORMS AND EQUIPMENT

Uniforms which are required to be worn on the job shall be furnished by the City at no cost to the Employee. The parties agree that furnished uniforms are not to be worn except while Employees are on the job or traveling to and from work. Where applicable, the City shall bear the cost of laundering furnished uniforms.

ARTICLE 14: BULLETIN BOARDS

- 14.01 The City agrees to provide bulletin board space in each Department for Union business. The provided bulletin board space is to be clearly labeled as belonging to the Union. No other bulletin board or area is to be used for posting Union notices unless prior approval is obtained from the Department Head and the Human

Resources Director; except that, in unusual circumstances, where Employees do not have a central gathering place, the Department Head and the Union will agree on a method to distribute Union-related notices in a timely way.

14.02 Notices, including official City notices, such as job postings and the like, shall be distributed in the normal manner for disseminating City communication which is via email. Official City notices shall be distributed via email to Union Stewards. Stewards will either post such notices on Union bulletin boards or forward the notice via email to those in their Geographical Location. Stewards will coordinate with their supervisors for time away from work to post the notices. Only Union stewards or members specifically designated by the business agent or Chief Steward may post or remove Union notices from designated bulletin boards.

ARTICLE 15: ANNUAL LEAVE

15.01 Regular full-time Employees covered by this Agreement shall earn annual leave with pay based on continuous service with the City, commencing with their most recent date of hire. The leave schedule follows:

<u>CONTINUOUS EMPLOYMENT</u>	<u>ANNUAL HOURS EARNED</u>	
	75 HOUR	80 HOUR
1-5 year	75	80
6-10 years	112.5	120
11 years	120	128
12 years	127.5	136
13 years	135	144
14 years	142.5	152
15 years	150	160
16 years	157.5	168
17 years	165	176
18 years	172.5	184
19 years	180	192
20 years	187.5	200

15.02 Employees annual leave balances as of October 1, 2014 are hereby frozen and placed into a separate account. Employees shall continue to accrue annual leave at their designated rate, but shall be limited to a maximum accrual of twenty-five days.

15.03 Employees may use annual leave from their frozen account, but any such hours used from the frozen account cannot be replaced or replenished.

15.04 Upon separation from employment, the Employee shall be paid for all accrued but unused annual leave.

- 15.05 The parties agree that Department Heads shall have the discretion to approve or deny an Employee's request to use annual leave that is accrued at the time when the Employee wishes to use the leave; that the Department Head shall determine whether the needs of the Department permit or deny variance from the permissive guidelines regarding annual leave found at the Personnel Rules of the City of Vero Beach; and that Department Heads shall have the autonomy to determine procedures for using annual leave specific to their own Department. The parties agree that, within the established practices of each Department, no leave request will be unreasonably denied.
- 15.06 The parties further agree that a standardized form for annual leave, which was developed by the Labor Management Committee, will be used for requesting annual leave.
- 15.07 A minimum of 24-hour notice should be given when scheduling annual leave except for emergency situations when personal leave has been exhausted. Requests for annual leave shall be considered based upon the order submitted. Ties go to the person with the most seniority.
- 15.08 In the event an Employee has reached the maximum annual accrual of twenty-five days, or will reach the maximum accrual by the next pay period, and he gives at least 3 days' notice of the need to take annual leave but the request is denied by the City because of operational needs, the City will pay the Employee for the value of the accrued annual leave the Employee will not accrue because he has reached the maximum accrual.

ARTICLE 16: BEREAVEMENT LEAVE

- 16.01 A regular full-time Employee covered by this Agreement shall be granted bereavement leave of 3 working days with pay for the death of a family member as defined in this Article, and for purposes related to the family member's funeral and associated business.
- 16.02 The Department Head has the discretion to authorize up to 3 additional working days of paid bereavement leave for purposes related to the family member's funeral and associated business.
- 16.03 The Department Head has the discretion to require that the Employee provide to the Department Head proof of the family member's death, of the Employee's relationship to the deceased, of the funeral location, and/or of other details relating to the death.
- 16.04 For purposes of this Article, "immediate family" shall be defined as spouse, child, parent, grandparent, sibling, grandchild, foster child, parent-in-law, grandparent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and legal guardian.

ARTICLE 17: OTHER PAID LEAVES OF ABSENCE

17.01 Except upon retirement, Employees covered by this Agreement shall be paid for medical leave pursuant to the Personnel Rules of the City of Vero Beach:

Depending upon their normal bi-weekly work schedule, full-time Employees covered by this bargaining agreement who leave employment with the City by resignation, permanent disability, or death, and who have worked for the City for at least one year, will be paid an amount equal to the Employee's accrued frozen medical leave, up to a maximum of either 900 or 960 hours, multiplied by 3.5% per year of service with the City, (up to 100% of the maximum of either 900 or 960 hours) at the Employee's final pay rate. Employees with more than one year of service with the City, but fewer than 3 years, will be paid at minimum 10% of accrued frozen medical leave.

Example: An Employee resigning after 10 years of service with a frozen accrued medical leave balance of 60 days:
 $60 \text{ days} \times 3.5\% \times 10 \text{ years} = 21 \text{ days} \times \text{final daily pay rate}$

17.02 Subject to the terms of the Family Medical Leave Act, which might vary the terms of this Section, an employee may use up to 80 hours accrued medical leave per year to care for a spouse, child, or parent. The employee's Department Head shall have the discretion to approve additional days for this purpose. The Department Head shall determine the number of days appropriate to each circumstance.

17.03 Other paid leaves of absence provided for in the Personnel Rules of the City of Vero Beach, and not specifically described elsewhere in this Agreement, shall remain in effect for the duration of this Agreement. The parties agree, however, that Department Heads have the discretion to vary upward the permissive guidelines in the Personnel Rules governing other paid leaves of absence. Additionally, an Employee who has met the age and service eligibility requirements to retire with the City shall be paid up to 120 days of their frozen medical leave account.

17.04 Employee's medical leave hour balances as of October 1, 2014 are hereby frozen and placed into a separate account. The frozen medical leave account shall be paid out to the Employee pursuant to Article 17.01. Employees shall continue to accrue medical leave in a new account, up to a maximum of 180 days. There shall be no payout for accrued and/or unused medical leave in the new account. However, Employees may use medical leave from their frozen account, but any such hours used from the frozen account cannot be replaced or replenished.

17.05 Medical leave is a benefit and is not a right except to the extent FMLA applies. Employees are expected to make judicious use of medical leave so it will be available for true medical conditions. It is the responsibility of the employee to maintain an adequate medical leave balance to cover any and all non-FMLA

conditions. Failure to do so may be cause for progressive disciplinary action up to and including discharge.

17.06 Personal days:

- A. Employees covered by this Agreement may use 6 days of their accrued medical leave days as personal days per year.
- B. Personal days shall be used in increments no smaller than 15 minute increments
- C. Requests for use of personal days can be scheduled on short notice, however, an employee must notify their immediate supervisor, if at all possible, prior to the scheduled reporting time, otherwise at the start of their shift.
- D. Notwithstanding the terms of §§17.06(B) and (C), the parties agree that the Department Heads have the discretion to determine how personal days are to be granted, especially in cases involving less than 24 hours' notice. The request shall not be unreasonably denied.

ARTICLE 18: LEAVES OF ABSENCE WITHOUT PAY

- 18.01 The parties agree that the decision to grant a leave of absence without pay, other than a leave under the Family Medical Leave Act, is in the discretion of the Department Head, who will evaluate each such request on its merits.
- 18.02 Any non-FMLA approved leave of absence for more than 30 calendar days is at the discretion of the City Manager, and upon the advice of the Department Head.
- 18.03 If a vacancy exists, the Department Head will use every reasonable effort to place an Employee covered by this Agreement who returns from leave without pay in the Employee's former job. If the job is filled permanently during the Employee's leave of absence without pay, the returning Employee will be placed in another open position in the City at the same classification and pay as that from which the returning Employee was displaced, or at one which is as close as possible to the level from which the returning Employee was displaced.

18.04 Restrictions on leave without pay:

- A. An Employee covered by this Agreement who is granted a leave of absence without pay, and which exceeds 30 calendar days, shall be given notice by his/her Department Head, via certified mail at the Employee's last known address, of the Employee's obligation to return to work by a date certain. The notice shall be sent to the Employee at least 15 calendar days before expiration of the leave, in order to facilitate the Employee's reinstatement.

- B. An Employee covered by this Agreement who does not return to work at the end of his/her approved leave will be considered to have abandoned his/her job, and will be terminated from employment with the City.
- C. Subject to the Department Head's discretion, a leave of absence without pay shall not be granted for the purpose of seeking or obtaining new employment outside City government. If an Employee covered by this Agreement should be found to have used his/her leave for that purpose, the Employee will be considered to have resigned from employment with the City; except that, if the Department Head in his/her discretion permits the Employee to seek or obtain employment outside City government during the leave of absence, such permission shall be in writing, signed by the Department Head.
- D. An Employee on leave of absence without pay shall not earn medical or annual leave during the term of the leave without pay.
- E. The entire period of the leave of absence without pay shall not be credited as time worked toward retirement.
- F. An Employee on leave of absence without pay for more than 30 calendar days may choose to continue health insurance and life insurance provided through the City. If the leave is unrelated to Family Medical Leave Act provisions, the Employee choosing to continue coverage shall pay to the City the entire cost of the applicable insurance premiums. Payment is due to the City 15 calendar days before the beginning of the month for which the coverage is sought.
- G. If the leave of over 30 days is pursuant to the Family Medical Leave Act, the Employee who chooses to continue coverage shall pay life insurance premiums in the same way as required in §18.04(F). The Employee is required to pay health insurance premiums only for dependent coverage in effect at the starting date of the Employee's leave of absence without pay, plus any premium increase which might have been imposed during the term of the Employee's leave without pay.

18.05 Union stewards' time off:

- A. Union stewards covered by this Agreement may request up to 15 working days of time off without pay per calendar year to attend Union business.
- B. The Chief Steward shall be permitted to attend to Union business to a maximum of 20 working days.
- C. Requests for days off pursuant to this Section shall be made in writing to

the Department Head or his/her designee at least 5 working days in advance of the time intended to be taken. The request must be signed by the Union Business agent.

- D. The Department Head shall make every reasonable effort to accommodate the Union steward's request, subject to the limits at §§18.05(A)-(C), and subject to staffing needs at the time.

18.06 Absent without Approval: If an employee is absent for all or part of a day without prior approval from his Department Head and has exhausted all their personal leave, they will be placed on this unpaid status, and neither annual nor medical leave will be charged. Absences without approval are cause for disciplinary action up to and including discharge.

ARTICLE 19: HOLIDAYS

19.01 The City recognizes the following holidays. These days off with pay shall be granted to all eligible full-time Employees who, except for it being a recognized City holiday, would have been scheduled to work. Eligible full-time Employees shall be paid for their regularly scheduled hours of work at their regular hourly rate on the following holidays:

1.	New Year's Day	January 1
2.	Martin Luther King Jr.'s Birthday	Third Monday in January
3.	Good Friday	As if falls on calendar
4.	Memorial Day	Last Monday in May
5.	Independence Day	July 4
6.	Labor Day	First Monday in September
7.	Veterans' Day	November 11
8.	Thanksgiving Day	Fourth Thursday in November
9.	Friday after Thanksgiving	Fourth Friday in November
10.	Christmas Eve Day	December 24
11.	Christmas Day	December 25

19.02 Variations from Holiday Schedule:

- A. If any holiday falls on a Saturday, except for Christmas Day, the Friday preceding the Saturday holiday shall be the observed holiday for purposes of this Agreement.
- B. When Christmas Day falls on Saturday, the Thursday and Friday preceding the Christmas Saturday shall be observed as the recognized City holidays for Christmas Eve and Christmas Day.

- C. If any holiday, except Christmas Eve, falls on a Sunday, the Monday following the Sunday holiday shall be observed as the recognized City holiday.
- D. When Christmas Eve falls on a Sunday, the Monday and Tuesday following Christmas Eve Sunday shall be observed as the recognized City holidays for Christmas Eve and Christmas Day.

19.03 Holiday pay shall be as follows:

- A. Any regular full-time Employee who is not scheduled to work on the City holiday shall receive their regular schedule of hours of holiday pay, as referenced in Article 19.01, at his/her regular rate of pay.
- B. In addition to regular holiday pay in Article 19.03(A), all full-time Employees who actually work on the City holiday shall be paid at one and one-half times their regular hourly rate for all hours actually worked.
- C. Employees who are scheduled off on the City holiday will receive Holiday compensatory hours equal to his/her normal shift of hours, to be scheduled within the fiscal year.
- D. When a holiday falls within a period of paid annual, paid military leave or bereavement leave, the employee will receive holiday pay in lieu of leave pay for that holiday.
- E. When a holiday falls within the first 15 consecutive days of an Employee's paid medical or disability leave, holiday pay will be paid in lieu of leave pay for that holiday. Thereafter, the Employee will not be paid for holiday pay.

19.04 If two or more employees submit leave requests for the same holiday, the requests will be considered based on which request was submitted first. However, in the event the employees' supervisor receives two or more requests for leave at the same time, the leave request from the Employee with the highest seniority will be considered first.

19.05 Effective upon ratification of this Agreement, Employees will be given one (1) day off with pay to be used during a twelve (12) month period upon giving five (5) days' notice and receiving approval for the particular day requested. The day off provided for herein shall be considered hours worked for purposes of overtime, and any unused day off shall not roll over to the next year.

ARTICLE 20: WAGES, STANDBY/DISASTER DUTY/CALLOUT PAY

20.01 Wage and Incentive Plan: Schedule A contains the wage and incentive plan for all job titles within the bargaining unit.

20.02 General Wage and Longevity Increase:

- A. There will be a two percent (2%) wage increase for FY 2021-2022. The pay increase shall take effect on the first full pay period following ratification of this Agreement. If ratification takes place after October 1, 2021, then back pay shall be awarded. If the City awards a pay increase for fiscal year 2021-2022 in excess of 2% to any bargaining or non-bargaining employee under the City Manager's purview, then the Employees covered by this agreement shall receive the same increase.
- B. The Parties agree to meet and negotiate a general wage and/or longevity increase, if any, for FY 2022-2023 no later than April 1, 2022.
- C. The Parties agree to meet and negotiate a general wage and/or longevity increase, if any, for FY 2023-2024 no later than April 1, 2023.
- D. Employees in the job classifications of Call Taker, Communications Officer, Master Communications Officer, Senior Communications Officer, and Customer Service Representative who were promoted or placed into a higher classification within these job classifications shall continue to be moved, upon satisfaction of the requirements to be moved, to the respective pay scale for the job classification

20.03 Shift differential:

- A. Employees who work 2nd shift (evening) shall be paid a shift differential of \$1.00 per hour added to base hourly pay rate for all hours worked.
- B. Employees who work 3rd shift (midnight) shall be paid a shift differential of \$1.25 per hour added to base hourly pay rate for all hours worked.
- C. All Employees working weekends [Saturday and Sunday] will be paid a differential of \$.85, per hour added to base hourly pay rate for all hours worked; except that the weekend shift differential will not apply to Employees already eligible for 2nd or 3rd shift differential

20.04 Call-Out and Call-Out Pay: When a full-time Employee is required to report for work at a time other than the regular work schedule and less than twelve hours of notice is given, Employee shall be paid a minimum of two-hours at one and one-half times Employee's regular hourly rate, except if Employee is called out before Employee's regular starting time and works through Employee's regular shift schedule, then Employee shall be paid at time and one-half only for the time actually worked. If a full-time Employee is on medical leave, Employee will not be eligible for overtime assignments until they return to the next regularly scheduled shift.

20.05 Standby Duty:

- A. Any Employee who is required for standby duty shall receive one and one-half hours of pay at one and one-half times the regular hourly rate for each work day on such standby duty, Monday through Friday, and three hours of pay at one and one-half times the regular hourly rate for Saturdays, Sundays, and holidays in addition to any earnings that may be received for work actually performed when called in to work while on standby duty.
- B. Stand-by List: Qualified Employees may request to be added to or deleted from the list of those serving in a standby capacity. Any Employee who requests to be relieved from the rotation of standby duty, however, shall lose the right to be reinstated to the standby list until there has been one full rotation of Employees serving on the list from the time the Employee's request for reinstatement has been received in writing or until a period of six months has passed since the Employee's name was removed from the list, whichever comes later. An exception to this rule may be made if, in the judgment of the department director, it is in the City's best interest to have the Employee reinstated earlier. Standby hours away from work shall not be considered as "time worked" when computing an Employee's eligibility for weekly overtime pay.
- C. Special Provisions of Standby Duty:
 - 1. Employees who are officially on standby duty, but fail to respond to a call to work, are subject to disciplinary action. Under such circumstances, the department director, who has the responsibility to arrange coverage for standby duty, may seek volunteers. In the event volunteers are not available, qualified Employees will be required to take the assignment in order to maintain effective, proper and superior service to the community. The distribution of standby duty will be made as equitably as possible.
 - 2. The standby Employee must remain available for communication by telephone or cellular phone.
 - 3. An Employee on standby duty is not eligible for scheduled overtime.

20.06 Temporary Assignments:

- A. The City will have sole discretion whether or not to place an Employee on a temporary assignment depending on the most efficient use of Employees who are qualified and available to perform the work. The City will not be obligated to make such an assignment simply because of a temporary absence of a supervisor or another Employee.

- B. When an Employee covered by this Agreement is temporarily assigned by the Department Head or his/her designee to work in a different job classification having the same or lower base hourly wage rate, the Employee shall continue to receive his/her regular base hourly wage rate for the duration of the temporary assignment.
- C. In the event that a temporary assignment to a vacant bargaining unit position exceeds 20 calendar days, the City will post the position for bid; except that, in extraordinary or unusual circumstances, the parties agree to discuss an extension of the 20-day limit before posting would normally be required.
- D. No temporary assignment shall exceed 6 calendar months; except that, in extraordinary or unusual circumstances that might extend the assignment longer than 6 months, the parties agree to meet and discuss, in both parties' interest, varying the terms of this Section.
- E. An Employee who is transferred temporarily to a classification, which is not in the bargaining unit, shall be subject to check off deduction during the term of the temporary transfer.
- F. If an Employee covered by this Agreement is temporarily assigned to a job classification which has a base hourly wage rate higher than that which the Employee occupies at the time of the temporary assignment, then the Employee shall be paid a stipend of one hour at the Employee's base regular rate of pay for each day of the temporary assignment, beginning on the first full work day of the assignment. The stipend will not be counted as time worked for purposes of overtime payment.

20.07 Clean-up break: A 5-minute personal clean-up break will be provided immediately before the lunch break on each shift and immediately before the end of each Employee's workday. Employees may stop work during the clean-up break; but in no event shall the City provide any additional compensation to an Employee covered by this Agreement who does not take either clean-up break.

20.08 Other breaks:

- A. Under normal work conditions, Employees covered by this Agreement shall have one 15-minute break during the first half of the shift and one 15-minute break during the second half of the shift.
- B. If the work being performed requires the postponement or waiver of Employee's breaks on the decision of the Department Head or his/her designee, the postponement or waiver will not count toward overtime.

20.09 Union Stewards' pay: If grievance meetings, labor negotiations, or other Union business for which a Union steward is excused from work by the Department Head

or his/her designee, the steward will be paid only for the portion of the Union business time that occurs during the steward's regular work shift. The City will make reasonable effort to schedule Union-related meetings, negotiations, and hearings during regular business hours.

- 20.10 The parties agree to follow the provisions of the Emergency Pay Policy. Notwithstanding anything to the contrary, the City Manager, with the advice of the Department Director will declare the recovery period over by classification for each division within each department. The City will pay the Employee's regular rate of pay plus an additional one time the Employee's regular rate of pay for each hour worked in a classification, which is still in the recovery period. All Employees will be paid their regular rate of pay once their classification has been declared out of the recovery period. The decision to end the recovery period for each classification shall not be arbitrary and capricious.

ARTICLE 21: WORK HOURS AND SHIFTS

- 21.01 The parties agree that the workweek for full-time Employees will be 37.5 or 40 hours, based on 7.5 or 8 hours per day, five days per week. A workday is the 24-hour period beginning with the work shift's regularly assigned starting time. The day of rest starts as the same time on the Employee's day[s] as the Employee's shift would have if he/she were scheduled to work. A 3rd shift Employee may be required to start a regularly assigned work period before Sunday at midnight that will extend into Monday.

21.02 Work schedules:

- A. The parties agree that the City has the right to use a variety of shift schedules for full-time Employees, including 7.5 or 8 hour shifts.
- B. The parties agree that an Employee's workweek may from time to time change to accommodate training schedules or special work projects.
- C. If an Employee's work schedule is changed pursuant to §21.02(B), the City will notify affected Employees 48 clock hours before the change takes place. If the City does not observe the 48-hour notice rule, the affected Employee will be paid a premium for any hours worked during the notice period.
- D. Employees working in 911 emergency dispatch at the Police Department may, if mutually agreed upon by the Employee and the City, be assigned to work a twelve (12) hour shift.

21.03 Altering work schedules or work hours:

- A. When the City determines that work hours or work schedules are to be varied from those established to accommodate special circumstances, the City and the Union will negotiate the impact of the proposed changes on the union.
- B. Nothing in this Section limits the City's right to use existing non-standard shifts and work schedules.
- C. Except as provided in Article 21.03(D), all shifts will be bid annually by seniority on October 1 of each year.
- D. All shifts within the Vero Beach Police Department Communications Center will be bid on a semi-annual basis during the months of September and March for October and April assignments. Effective February 28, 2019, the right to assign an Employee to a shift is vested solely in the Chief of Police. In making such shift assignments, the Chief of Police will give consideration to the Employee's experience, special skills, interests, needs of the police department, and seniority; however, the Chief of Police retains the right to take into consideration any other factors in assigning Employees to a shift assignment.

ARTICLE 22: OVERTIME

22.01 Overtime hours worked:

- A. Workday: For purposes of calculating overtime hours worked, an Employee's workday begins when the Employee starts work and ends 24 hours later.
- B. Workweek: For purposes of calculating overtime, an Employee's workweek begins at a fixed time each week based on the Employee's normal work schedule and ends 168 hours later.
- C. Overtime pay rates:
 - 1. For full-time Employees overtime shall be compensated at one and one half times the Employee's regular rate of pay for all hours worked which are in excess of the Employee's normally scheduled work week.
 - 2. For part-time Employees overtime shall be compensated at one and one half times the Employee's regular rate of pay for all hours worked in excess of 40 hours in a work week.

3. Compensatory time may be granted in lieu of overtime payment by written agreement signed by the Employee and the appropriate Department head. Compensatory time shall be taken in accordance with the requirements of the Fair Labor Standards Act. If accumulated compensatory time is not used within the fiscal year or upon termination of employment, the Employee will be paid in cash, at the overtime rate, for any unused compensatory time. The City and the Union shall use an agreed upon form to document an Employee's use of this provision.
- D. Overtime provisions: For purposes of calculating overtime, hours of paid holiday, paid medical leave, and paid annual leave shall be considered as time worked.
- E. Work schedule changes: The City will not change an Employee's normal work schedule in order to avoid paying overtime, except as allowed in 21.02 B & C.

22.02 Responding to assignments to work overtime:

- A. The parties agree that reliable, prompt service to the public is a priority for the City and its Employees, who are expected to respond when an emergency exists.
- B. While non-emergency overtime is not normally mandatory, Employees are expected to accept overtime assignments when the need exists.
- C. Repeated failure of an Employee to work overtime when requested will be grounds for disciplinary action.
- D. The right to refuse overtime shall not apply to any Employee actively serving on the stand-by-status, and for which stand-by pay is being earned.

22.03 Prearranged overtime:

- A. In the case of prearranged overtime, which involves twelve hours or more of notice, and where such overtime assignment occurs at a time other than immediately prior to or immediately following a full-time Employee's regular shift hours, the full-time Employee shall be paid a minimum of two hours at time and one-half, except in the case of meetings such pay shall be limited to a minimum of two hours.
- B. If a full-time Employee works more than his/her normally scheduled hours in a workweek because of prearranged overtime, the Employee will be paid at a rate of time-and-a-half for overtime hours worked.

22.04 Rest periods after 16 hours:

- A. Employees covered by this Agreement who work 16 or more hours in any 24-hour period will be required to take a minimum of 8 hours' rest before returning to work.
- B. Should the 8-hour rest period overlap any part of the Employee's next regularly scheduled shift, the Employee will be paid straight time for the number of hours which overlap, provided that the Employee reports to work the remainder of the shift.

22.05 Overtime distribution:

- A. Distribution: When it becomes necessary to schedule work in any Department, every reasonable effort will be made to distribute the available overtime equally among qualified Employees in each job classification within that department. The City shall not be obligated to train Employees on any overtime assignment.
- B. For overtime distribution purposes, an Employee shall be considered on annual leave from the time work is finished on the last scheduled workday before going on annual leave until the regular starting time of the Employee's shift on the first scheduled workday following the authorized annual leave period; except that an Employee on any approved leave shall have the option, prior to the end of the last scheduled work day preceding the first day of annual leave to notify his/her Department Head or designee, in writing, that the Employee wishes to be considered for overtime assignment during the Employees annual leave.
- C. Notwithstanding anything to the contrary, an Employee will not be offered overtime, if by working the overtime, the Employee would be required to work more than 16 hours in a 24-hour period as in 22.04.

ARTICLE 23: GROUP INSURANCE

23.01 Life Insurance:

- A. The parties agree that the City shall continue to provide at no cost to the employees covered by this Agreement group life insurance plans in an amount equal to each employee's base annual wage rate. If an employee's base annual wage rate is not evenly divisible by 1000, the policy amount shall be rounded to the next higher even \$1000 increment. If an employee's base annual wage rate increases, the corresponding life insurance amount will be changed once each calendar year on January 1, and shall be based on the January 1 annual rate.
- B. An employee covered by this Agreement may choose an optional amount of life insurance coverage in the amount of 1 or 2 times the amount

purchased by the City. The employee shall pay the same premium rate for the optional coverage as the City does for the basic coverage. Deductions for the optional coverage will be made from paychecks in the month of coverage.

23.02 Health Insurance:

- A. The parties agree that the City shall make available to employees covered by this Agreement and their dependents a base plan and middle plan of group health insurance. The selection of carrier[s] to underwrite group insurance coverage shall be solely determined by the City, which reserves the right to change carrier[s] at any time. Under normal circumstances, the City agrees not to reduce unilaterally the amount or scope of coverage currently provided to employees or their family members unless economic conditions justify the change or the change is the result of a change in the coverage offered by the insurance company..
- B. The City shall bear the entire cost of the Employee only base level health insurance plan. The City shall pay the following percentage toward the cost:

- 1. Base Plan:
 - Employee: 100%
 - Employee + spouse: 75%
 - Employee + child(ren): 75%
 - Employee + family: 75%
- 2. Middle Plan:
 - Employee: 100% of Base Employee plan
 - Employee + spouse: 75% of Base Employee + spouse plan
 - Employee + child(ren): 75% of Base Employee + child(ren) plan
 - Employee + family: 75% of Base Employee + family plan

23.03 Premiums will be deducted from paychecks for that month of coverage. The City agrees to maintain a Premium Conversion Program which will enable employees covered by this Agreement to make their contributions for dependent coverage with pre-tax earnings provided such programs remain permissible under federal tax regulations.

23.04 Retiree Coverage:

- A. In order to provide premium assistance to retirees who continue their health care coverage under the City's current plan, the City, for employees covered by this bargaining agreement who retire after October 1, 2006 and who are under the age of 65, will pay 2.75 percent of the premium charged by the insurance carrier for single employee coverage for each full year of the employee's continuous credited active service with the City up to 100 percent of the Employee only base plan.

- B. For employees covered by this bargaining agreement who retire after October 1, 2006 and who apply for Medicare as soon as they become eligible, the City will pay 2.75 percent of the cost of the City's Medicare supplemental health care plan, provided by the City's carrier to assist Medicare covered persons, for each full year of the employee's continuous credited active service with the City up to 100 percent of the actual cost of the median supplemental health care plan.
- C. All premium assistance provided under this Section will terminate with the death of the retired employee.

ARTICLE 24: RETIREMENT PLANS

- 24.01 The parties agree that the City shall continue to provide employees covered by this Agreement with retirement benefits according to the General Employee Retirement Plan, as amended.
- 24.02 Effective on or about July 1, 2015, the City froze the General Employee Retirement Plan. The provisions of the General Employee Retirement Plan shall govern retirement benefits for that particular plan. Upon the freezing of the General Employee Retirement Plan, Employees shall no longer be permitted or required to contribute toward the General Employee Retirement Plan and will not accrue any additional retirement benefits in that plan.
- 24.03 Upon the effective date of Article 24.02, Employees covered by this Agreement will be offered a one-time opportunity to participate in a Defined Contribution Plan. The Defined Contribution Plan will be offered through ICMA. The selection of the plan sponsor, third party administrator, and investment firms and advisors for the Defined Contribution Plan shall be selected and may be changed by the City from time to time in its sole and exclusive discretion. The opportunity to participate in the Defined Contribution Plan is subject to an irrevocable election made by the Employee at the time of initial hire with the City. At the time of hire, the City will provide the Employee with written notice of the opportunity to participate, and the Employee shall, within the time period set forth in the written notice, make the irrevocable election to participate or not participate. An Employee who fails to timely make an election to participate, or elects not to participate, shall not be permitted to later participate in the Defined Contribution Plan.
- 24.04 The City shall contribute 9% of the Employee's pay, excluding overtime, toward the Defined Contribution plan.
- 24.05 The Employee shall contribute 3% of the Employee's pay, excluding overtime, toward the Defined Contribution plan.

24.06 Employees hired on or after July 1, 2015, shall contribute 5% of the Employee's pay, excluding overtime, toward the Defined Contribution Plan, and the City shall contribute 7% of the Employee's pay, excluding overtime, toward the Defined Contribution Plan.

ARTICLE 25: MEALS

25.01 The parties agree that the City shall pay Employees covered by this Agreement a meal allowance in the following circumstances:

- A. If an Employee is called out for work 3 or more hours prior to the regular starting time of his/her shift, and continues to work until there is less than one hour remaining before the start of the Employee's regular shift, then he will receive a meal allowance at that time. Thereafter, the Employee shall be entitled to additional City-provided meals at 6-hour intervals during that work period.
- B. If the Employee is called out for work 2 or more hours prior to the regular starting time of his/her shift, and continues to work directly into his/her regular shift, then he will receive a meal allowance at that time. Thereafter, the Employee shall be entitled to additional City-provided meals at 6-hour intervals during that work period.
- C. If an Employee is held over, or called out to work within 2 hours after his/her quitting time, and continues to work for more than 2 hours, then he will receive a meal allowance at that time. Thereafter, the Employee shall be entitled to additional City-provided meals at 6-hour intervals during that work period.
- D. If an Employee is called out at any time other than as prescribed in 25.01 (A), (B), or (C), and the Employee continues to work for six consecutive hours, the Employee shall receive a meal allowance at six hour intervals as long as he is actively at work.

25.02 During the life of this Agreement, meal allowance shall be \$14.00 per meal.

25.03 The provisions of this Article do not apply to prearranged work assignments, unless the time actually worked exceeds the originally planned assignment length.

ARTICLE 26: PERSONNEL RULES

26.01 Notwithstanding any provision of this Agreement, the City Council of Vero Beach reserves the right to promulgate, amend, or delete the Personnel Rules of the City of Vero Beach.

- 26.02 The parties agree that any such changes to the Personnel Rules of the City of Vero Beach will not apply only to employees covered by this Agreement.
- 26.03 The City will notify the Union of any proposed changes to the Personnel Rules which affect employees covered by this agreement. In the event the proposed changes affect wages or working conditions, the parties agree to negotiate the impact on bargaining unit employees. The Union waives bargaining if it does not notify the City of the desire to bargain the changes within two weeks of receiving notice of proposed changes.
- 26.04 In the event of conflict between the Personnel Rules of the City of Vero Beach and this Agreement, the provision of this Agreement shall prevail.

ARTICLE 27: SUBSTANCE ABUSE

- 27.01 The parties agree that the abuse of controlled substances, including alcohol and prescription drugs and drugs of abuse, inhibit Employee performance, jeopardize Employee safety and that of the public, and compromise the City's ability to operate effectively.
- 27.02 The parties agree to abide by the provisions of the City of Vero Beach Drug Free Work Place policy as stated in the City's Personnel Rules.
- 27.03 The City will discuss with the Union any proposed changes to the Drug Free Work Place policy before the changes take effect.
- 27.04 Employee Responsibility: Any Employee who is taking a Schedule II or III prescription medication as identified in FS Chapter 89.03 that may affect his ability to perform his job duties shall notify their supervisor prior to the first shift the Employee is scheduled to work after taking such prescription medication. Any Employee who is taking other than a controlled, prescribed substance (including over the counter medication), whereby the Employee believes that it impairs judgment, coordination, or alertness, shall notify his/her supervisor of that fact, prior to the start of their shift. The supervisor may assign regular, modified or restricted duty, if available, or request clarification from the prescribing physician regarding work restrictions.
- 27.05 Reasonable suspicion; supervisor observation:
- A. The City might require any employee covered by this Agreement to submit to a breath, or urine drug screening when there is a reasonable and articulable suspicion that the employee is under the influence of or abuse of drug[s], alcohol, or other controlled substance[s].
 - B. An employee covered by this Agreement shall not be required to submit to drug or alcohol screening unless ordered to do so by the Department Head

or authorized designee or by a Designated Employer Representative in the Human Resources/Risk Management Department. The employee to be tested may request the presence of any Union steward on duty or the Chief Steward, who would be required to report to the Department Head or authorized designee within 15 minutes after the request. The Union Steward or Chief Steward shall be permitted an opportunity to consult for a reasonable time, not to exceed 15 minutes, with the employee to be tested before the employee reports to the testing facility.

- C. The City reserves the right to determine the facility or entity to perform any employee's breath, or urine testing.

ARTICLE 28: SEVERABILITY

28.01 The parties agree that, should the final decision of a court of competent jurisdiction alter any provision of this Agreement, only the provision so altered shall be affected. All other provisions of this Agreement shall remain in full force and effect.

28.02 In the event that any Article, Section, or paragraph of this Agreement is declared invalid by a court of competent jurisdiction, the parties shall meet as soon as reasonably possible to negotiate a replacement Article, Section, or paragraph.

ARTICLE 29: LABOR-MANAGEMENT COMMITTEE

29.01 The parties agree to establish a Labor-Management Committee [LMC]. In the interest of prudent and amicable labor-management relations; and unless agreed upon otherwise, on a regular basis and on a mutually agreed-upon day and time, the Committee shall meet. LMC meetings are not to be considered negotiation sessions; rather, they are intended to interpret, and to foster amicable relations within the framework of the provisions of this Agreement.

29.02 Special LMC meetings may be called at the request of either party, and shall be scheduled as soon as possible, outside the normal fixed schedule.

29.03 Not more than 4 representatives of the City, and not more than 5 representatives of the Union, shall participate in the Labor-Management Committee meetings unless mutually agreed upon by the parties in advance of the meeting.

- A. Members of the management-side LMC will be chosen by the City Manager at the beginning of the fiscal year.
- B. Members of the labor-side LMC will be chosen by members of the Union in any way the Union sees fit.
- C. Permanent members of the LMC will be the Union Business Agent, the Chief Steward, and the City Human Resources Director.

- D. The Department Head or designee and shop steward in a Department, which is the subject of an agenda item for a particular meeting, will attend as ad hoc LMC members if either person is not already an LMC member during that fiscal year.
- 29.04 The City agrees to release, with pay, Union representatives when they attend LMC meetings, subject to the provisions of §20.09.
- 29.05 Agendas shall be furnished and exchanged between the City and the Union in before the meeting, containing a list of matters to be discussed at the meeting.
- 29.06 The purposes of the Labor-Management Committee meeting shall be to:
- A. Discuss the administration of this Agreement.
 - B. Notify the Union of any changes by the City, which affect employees covered by this Agreement; provided that, if the changes affect wages or working conditions, the parties agree to negotiate the impact on bargaining unit employees.
 - C. Discuss matters, which might result in grievances, with the aim to avert them.
 - D. Disseminate general information of interest to the parties.
 - E. Discuss ways to increase productivity and to improve effectiveness.
 - F. Consider and discuss health and safety matters relating to employees covered by this Agreement.
- 29.07 If the parties to this Agreement fail to resolve an issue pending before the LMC, then the issue would be brought before an independent arbiter, pursuant to Article 9 of this Agreement. Time limits for arbitration pursuant to Article 9 are waived thereby.

ARTICLE 30: DURATION, RENEWAL, AND ENTIRE AGREEMENT

- 30.01 Upon ratification by the Parties, this Agreement shall be in full force and effect from October 1, 2021, through September 30, 2024; provided however, that there shall be no retroactive application of the terms of this Agreement. Either Party desiring to amend this Agreement shall notify the other Party in writing by April 1, 2024, with negotiations to begin promptly thereafter.
- 30.02 In the event one Party gives notice under Article 30.01, and a successor collective bargaining agreement has not been ratified by the Parties, or otherwise imposed by the process specified in Chapter 447, Fla. Stat., the Parties agree to extend the Agreement until a collective bargaining agreement is ratified or imposed pursuant

to Chapter 447, Fla. Stat.

- 30.03 Except as provided elsewhere in this Agreement, this document constitutes and settles the entire agreement between the City and the Union; and settles all demands and issues regarding all matters subject to collective bargaining.
- 30.04 Except as otherwise provided in this Agreement, each party agrees that the other shall not be obliged to bargain collectively with respect to any subject or matter not specifically reserved in this Agreement.

SIGNATURE PAGE

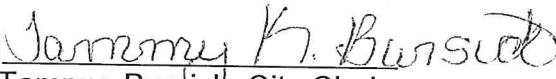
Agreed to this ^{second} 2 day of November 2021 ^{RC}

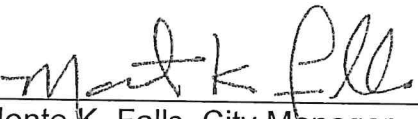
For: CITY OF VERO BEACH

For: Teamsters Local Union No. 769


By: 
Robert Brackett, Mayor

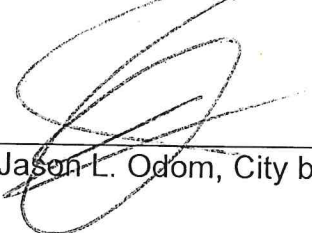
By: 
Steve Myers, Business Agent

Attest: 
Tammy Bursick, City Clerk

Approved by: 
Monte K. Falls, City Manager

Collective Bargaining Agreement between the City of Vero Beach and the International Brotherhood of Teamsters, Local 769, for the period October 1, 2021 through September 30, 2024

Approved as to form: 
John Turner, City Attorney

Approved as to form: 
Jason L. Odom, City bargaining representative