COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE CITY OF SEBRING

AND

LOCAL 3721, FLORIDA PUBLIC EMPLOYEES COUNCIL 79,

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL

EMPLOYEES

Effective October 1, 2020
through September 30, 2023

(draft 2020)
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ARTICLE 1

PREAMBLE

THIS COLLECTIVE BARGAINING AGREEMENT, hereinafter referred to as "Agreement," is entered into as of the 1st day of October, 2020, between the CITY OF SEBRING, a municipal corporation of the State of Florida, hereinafter referred to as the "City", and the Local 3721, Florida Public Employees Council 79, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, hereinafter referred to as the "Union". Both the City and the Union may be collectively referred to as the "Parties". The intent and purpose of this Agreement is to assure a sound and mutually beneficial working and economic relationship between the parties, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth a basic and full agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. There shall be no individual arrangement contrary to the terms provided in this Agreement. Either party shall be entitled to require specific performance of the provisions of this Agreement. The Union agrees and understands that the City is engaged in furnishing essential public services, which vitally affect the health, safety, comfort and general well being, of the public and both parties hereto recognize the need for continuous and reliable service to the public.
ARTICLE 2

RECOGNITION

The City hereby recognizes the Union as the exclusive bargaining representative for the unit certified by the Public Employees Relations Commission Order No. 91E-047. Included in the bargaining unit are all full time, part-time, and probationary employees of the City of Sebring as shown in Appendix 1.

All other employees of the City of Sebring are excluded from the bargaining unit.

ARTICLE 3

CITY'S MANAGEMENT RIGHTS

Section 3.1. Except as expressly limited by any provision of this Agreement, the City reserves and retains exclusively all of its normal and inherent rights with respect to the management of its operations, whether exercised or not, including, but not limited to, its rights to determine, and from time to time re-determine, the number, location and type of its various operations, functions and services; the methods, procedures and policies to be employed; to discontinue the conduct of any operation, function or service, in whole or in part; to transfer its operations, functions or services from or to, either in whole or in part, any of its departments or other divisions; to select and direct the working force in accordance with requirements determined by the City; to create, modify or discontinue jobs; to establish and change working rules and regulations; to
create new job classifications; to establish and change work schedules and assignments; to transfer, promote or demote employees; to lay off, furlough, terminate or otherwise relieve employees from work for lack of work, lack of funds, or other legitimate reason; to suspend, discharge or otherwise discipline employees for just cause; and to alter or vary past practices and otherwise to take such measures as the City may determine to be necessary to the orderly and efficient operation of its various operations, functions and services.

Section 3.2. Nothing herein contained shall be construed to supersede or nullify any of the provisions contained in other articles of this contract.

Section 3.3. If, in the sole discretion of the City Council it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, public employee strikes or similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, provided that wage rates and other direct monetary payments shall not be suspended.

ARTICLE 4
A.F.S.C.M.E. BUSINESS
CHECK-OFF

Section 4.1. The City agrees to deduct dues from each pay check of Union members who individually request in writing that such deduction be made. The amounts deducted shall be certified to the City by an Officer of Council 79, and the aggregate deductions of all employees shall be remitted together with an
itemized statement to the Treasurer on a monthly basis. The City's remittance will be deemed to be correct if the Union does not give written notice to the City within two (2) calendar weeks after a remittance is received, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

Section 4.2. Notwithstanding anything herein to the contrary, any authorization for dues deduction may be canceled by the employee upon thirty (30) days written notice to the City and the Union.

Section 4.3. The Union shall indemnify and hold harmless the City from any and all claims, demands, or expenses in connection therewith based upon any documentation or information furnished by any officer or agent of the Union.

Section 4.4. Nothing contained herein shall require the City to deduct from a salary or be otherwise involved in the collection of any fine, penalty or special assessment.

Section 4.5. During new employee orientation the City will provide an AFSCME information packet provided by the Union. The City will notify the current AFSCME Union Staff Representative of any scheduled new employee orientation sessions.

ARTICLE 5

GRIEVANCE PROCEDURE AND ARBITRATION

Section 5.1. A grievance shall be defined as any difference, dispute or complaint regarding the interpretation or application of the terms of this Agreement.
Section 5.2. All grievances filed shall contain a specific statement of the facts alleged to support the grievance. Grievances shall be processed in accordance with the following procedure and shall be determined by application of the terms of this Agreement, the laws of the United States, the State of Florida, and the Charter and Ordinances of the City of Sebring.

**Step 1.** In all grievances, other than those involving dismissal, suspension or written reprimand the aggrieved employee shall present his grievance either orally or in writing to his immediate supervisor within ten (10) calendar days of the occurrence of the action giving rise to the grievance. The aggrieved employee shall have the right to have a Union steward or representative present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it orally or in writing to the aggrieved employee and if a Union steward was present to the Union steward within ten (10) calendar days from the date the grievance was presented to him. If the immediate supervisor is the employee’s Department Head or the grievance involves dismissal, demotion, suspension without pay or written reprimand, the grievance shall be filed at Step 2 within ten (10) calendar days of the occurrence of the event giving rise to the grievance.

**Step 2.** If the grievance is not settled at the first step, the aggrieved employee, within five (5) calendar days of the date of notification from the immediate supervisor shall present the written grievance to his
Department Head or designee. The Department Head shall obtain the facts concerning the alleged grievance and shall, within five (5) calendar days following receipt of the written grievance, meet with the aggrieved employee. The aggrieved employee shall have the right to be accompanied at this meeting by a Union steward or representative. The Department Head or designee shall notify the aggrieved employee of his decision in writing with a copy to the Union not later than five (5) calendar days following the meeting date.

**Step 3.** If still unresolved, the grievance and all responses shall be submitted to the City Administrator or his designee within five (5) calendar days of the receipt of the response in Step 2. Within ten (10) calendar days, the City Administrator or his designee shall meet with the employee. The aggrieved employee shall have the right to be accompanied at this meeting by a Union representative. If the employee does not desire a Union representative present the City shall notify the Union of the date, time and place of the meeting. The City Administrator or his designee shall render his decision in writing not later than five (5) calendar days of the meeting with copies to the aggrieved employee and the Union.

**Section 5.3:** Within fifteen (15) calendar days of the date of the decision of the City Administrator or his designee, the Union shall notify the City Administrator or his designee of its intent to arbitrate in writing. The notice of intent to arbitrate shall state the specific section or sections of this Agreement claimed to have been violated and shall contain a short statement of facts upon
which the grievance is based. Concurrently, said party shall request from the Federal Mediation and Conciliation Service a list of five (5) names of qualified arbitrators. The panel shall consist of arbitrators who have a Florida residence unless the parties agree otherwise. Within fourteen (14) calendar days after the receipt of such list, representatives of the parties shall meet and each shall strike two (2) names. A coin will be tossed to determine which party strikes first. The remaining name shall be notified of his selection as arbitrator. As promptly as can be arranged, but no later than thirty (30) days from the date of selection of an arbitrator, the arbitration hearing shall be scheduled. In the event the arbitrator selected is not available in the time required, the parties shall immediately obtain a new list of arbitrators from the Federal Mediation and Conciliation Service and select another arbitrator. Each party to the arbitration shall pay its own expenses for its representative, counsel and witnesses. The fees of the arbitrator and other expenses of arbitration, including the appearance fee of a court reporter, shall be shared equally by the City and the Union. A party requesting a transcript shall pay for it. The decision of the arbitrator shall be final and binding on both parties. The arbitrator shall have no power to amend, add to or subtract from the terms of this Agreement, nor to modify or amend any discipline rendered for a violation of the Drug Free Workplace Policy. However, the arbitrator may consider, to the extent applicable, the entire contract in reaching his decision. In the event the Union refuses to process a grievance solely because the employee is not a Union member, the employee shall be entitled to process same and in such an event shall have the same obligations and responsibilities as the Union.
Section 5.4: The time limits specified herein may be extended by mutual agreement. The term “calendar days” shall not include Saturdays, Sundays, or holidays as set forth in this Agreement.

ARTICLE 6
UNION VISITATION, UNION BUSINESS
AND STEWARDS

Section 6.1. The Union shall notify the City Administrator in writing of the names of its official unit representatives and stewards.

Section 6.2. Council and A.F.S.C.M.E. Representatives shall be admitted to the property of the City during working hours, upon due notice and authorization of the City Administrator for the purpose of ascertaining whether or not this Agreement is being observed by the parties. A representative or officer of the Union shall be able to talk with the employees before or after regular working hours or during lunch hours, on the City’s property where an escort is not required to be provided.

Section 6.3. The City agrees to provide time off without pay for two Union members to attend Union Conventions of A.F.S.C.M.E., AFL-CIO and one Union member to attend the A.F.S.C.M.E. Council 79 State Convention so long as there remains enough employees to effectively run each department and maintain the normal level of delivery of services. The City Administrator will be notified at least fifteen (15) days prior to conventions. Employees shall have the right to use annual leave to attend such activities provided their absence is approved in advance by the City.
Section 6.4. Two members of the bargaining unit will be permitted to attend negotiations without loss of pay.

Section 6.5. No Union representatives, stewards, or unit employees shall leave their posts or work stations for the purpose of investigating, presenting, handling or settling grievances without the express permission of their Department Head or designee. Union representatives shall not contact any employee or other person concerning grievance matters or Union business during either the working hours of the Union representative or the working hours of any employee sought to be contacted without the express prior permission of the Department Head or designee of the employees involved. Such permission shall not be unreasonably denied.

Section 6.6. The City shall furnish, at no cost to the Union, upon request by the Union a copy of all written rules and regulations pertaining to employer/employee relations together with any changes thereto including but not limited to: City administrative orders, City personnel rules, departmental administrative orders, departmental rules and regulations, standard operating procedures, and other material regularly distributed to employees in the bargaining units.

Section 6.7. Upon request, but not more than semi-annually, the City shall provide the Union, at no cost to the Union, with a listing of all bargaining unit employees, to include their anniversary date, their current job classification and the date of attainment of their current job classification if different from their anniversary date.
Section 6.8. The City shall provide bulletin board space (3’ x 3’ minimum) for the exclusive use of A.F.S.C.M.E. for the posting of notices of A.F.S.C.M.E. meetings and official A.F.S.C.M.E. business; however, nothing shall be posted which contains foul or abusive language; political advertisements or endorsements, business advertisements, personal solicitation or any matter that is detrimental to any individuals or to the City. A copy of any materials to be posted on the bulletin board as specified above shall be sent to the office of the City Administrator at the time of such postings. All notices will be signed by the President of Local 3721 or any authorized representative so designated in writing by Local 3721. Any notice violating this provision will be subject to removal by the City.

Section 6.9. The Union President shall not be docked for hours spent on Union business occurring during his or her regular working hours if the specific activity has been approved in advance by the City Administrator or his designee.

Section 6.10. The City agrees that a representative designated by the City will meet within fourteen (14) calendar days following a written request at a mutually agreeable time and place with representatives designated by the union to discuss matters of mutual interest or importance including safety matters provided that the written request shall specify the item to be discussed and provided further that no matter which is subject to the grievance procedure contained herein shall be a topic for such discussions. The refusal by either party to discuss a particular topic shall not be a violation of this Agreement.
Section 6.11. The Union shall notify the City, in writing, of the names of its official unit representatives and stewards.

Section 6.12. The City will notify the AFSCME Union Representative and/or union officers of any opportunities in which vendors are being made available to City employees for presenting information.

ARTICLE 7

NO STRIKE

Section 7.1. The Union agrees that it shall not authorize, instigate, condone, excuse, ratify, acquiesce in, or support any strike, slow-down, picketing, or work stoppage which is engaged in or supported by the Union, employees represented by the Union, agents or representatives of the Union.

Section 7.2. Should the Union breach this Article, the City may proceed in the appropriate court and, without notice, obtain an injunction against any breach. Additionally, the City may take any other action authorized or required by law.

Section 7.3. During the term of this Agreement, the City agrees not to lockout any employees covered by this Agreement.

ARTICLE 8

ANTI-DISCRIMINATION

Section 8.1. The Union and the City specifically agree that the provisions of this Agreement shall be equally applicable to all employees covered herein.
without regard to race, color, religion, creed, sex, national origin, mental or physical handicap or membership or non-membership in labor organization as provided by law. A claim of a violation of this section shall be subject to the grievance procedure, but shall not be subject to arbitration absent the mutual agreement of both the Union and the City.

Section 8.2. No employee covered under the terms of this Agreement shall be coerced, restrained, reprimanded, penalized or discriminated against because they have exercised their rights and privileges provided for in the terms of this Agreement which include but are not limited to, the processing of grievances.

ARTICLE 9
REPRESENTATIVES OF PARTIES

Section 9.1. The City agrees that during the term of this Agreement it will deal only with the authorized representatives of the Union in matters requiring mutual consent or other official action called for by this Agreement. The Union agrees to notify the City of the name of such authorized representatives as of the execution of this Agreement and to notify the City as to any replacement during the term of this Agreement.

Section 9.2. The Union likewise agrees that during the term of this Agreement the Union and the unit employees shall deal only with the City Council or in its sole discretion the City Administrator or his designee in matters requiring, mutual consent or other official action during the term of this Agreement.
ARTICLE 10

HOURS OF WORK AND OVERTIME

Section 10.1. The Department Head or designee shall have the right to schedule, and from time to time, reschedule shift starting and ending times. The basic workweek shall be Monday through Friday, totaling forty (40) hours, excluding unpaid lunch periods which shall not exceed thirty (30) minutes, as established by the department involved. Nothing contained in this Agreement shall be construed to guarantee a 40-hour workweek or guarantee any amount of overtime. The City shall retain the right at its discretion to schedule or not schedule overtime.

Section 10.2. Employees shall be paid not less than their straight-time hourly rate for all hours worked. There shall be no pyramiding of overtime.

Section 10.3. Any employee who works in excess of forty (40) hours in a one (1) week period shall receive one and one-half times his straight-time hourly rate for such hours worked. The term hours worked shall include holiday and vacation time off. The term hours worked shall not include sick leave or any other paid or unpaid leave.

Section 10.4. Insofar as practicable, overtime shall be distributed equally among employees of the same job title in the same division. Department Heads or designee shall maintain such rosters or records as are appropriate for such distribution.

Section 10.5. Except in extenuating circumstances, the City will give the employee one week’s notice in writing of any change in the employee’s regular
scheduled work time. An employee's schedule will not be altered on a day-to-
day basis for the sole purpose of avoiding the payment of overtime.

Section 10.6. Emergency Call-back. Any employee who reports to work
after leaving the City premises where the employee is assigned to work after the
end of their regular shift, shall be paid for a minimum of two (2) hours or total
hours worked, whichever is greater at time and one-half their regular rate of pay.

Section 10.7. On Call. An employee shall be on call if his Department
Head or designee has instructed the employee to remain available to return to
work during an off-duty period. An employee who is so instructed is not required
to remain at home or in any other fixed location, but must keep the Department
Head or designee reasonably informed as to where he may be reached by
telephone. Electronic signaling devices or cellular telephones may be issued by
the City based on their availability for use by employees that are on call,
provided, however, that regulations regarding their use will not unreasonably
interfere with the employee's movements or activities during the on call period.
An employee who is required to remain on call on the City's premises shall be
compensated at his straight-time hourly rate unless the total hours worked for
that workweek exceeds forty (40) hours.

Section 10.8. Standby Status. The City from time to time may designate
certain critical job classifications or employees to be on Standby Status. Such
status will be effective only if so designated in writing by the Department Head or
designee and shall be subject to rules established by the City. Generally
Standby Status shall be rotated among volunteers who notify their Department
Head or designee of their desire to work Standby. In the absence of sufficient volunteers the City shall have the right to assign employees to Standby Duty. Refusal of an employee to serve on Standby or failure to respond while on Standby shall subject the employee to discipline up to and including discharge. Employees on Standby Status shall be paid twenty-five Dollars ($25.00) for each full day that they are on active Standby Status. On weekends that rate shall be thirty ($30.00) dollars per full day and on the holidays specified in this Agreement that rate shall be forty dollars ($40.00) per full day.

**Clean-Up Time.** Employees shall be granted a paid fifteen (15) minute personal clean-up period prior to the end of the regular work shift.

**ARTICLE 11**

**RATES OF PAY**

**Section 11.1.** The rates of pay for unit employees during the term of this Agreement shall be as follows:

(a) For fiscal year starting October 1, 2020 unit employees will receive a COLA/Merit increase based on their performance on the first full pay period of the fiscal year as follows:

<table>
<thead>
<tr>
<th>Rating</th>
<th>Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unsatisfactory/need improvement</td>
<td>1% COLA / 0% Merit</td>
</tr>
<tr>
<td>Meets Standards</td>
<td>1% COLA / 0% Merit</td>
</tr>
<tr>
<td>Exceeds Standards</td>
<td>1% COLA / .75% Merit</td>
</tr>
<tr>
<td>Outstanding</td>
<td>1% COLA / 1.5% Merit</td>
</tr>
</tbody>
</table>
All increases will be retroactive to the first full pay period in October.

(b) For fiscal year starting October 1, 2021 and 2022 there will be a wage reopener and each party may open one article for negotiation.

(c) Probationary employees shall not be eligible for October 1 pay increases until they successfully complete their probationary period. Pay increases upon completion of probation shall not be retroactive.

(d) An employee that disagrees with their evaluation, after discussing the evaluation with their immediate Supervisor, may request a meeting with the Department Head.

The decision of the Department Head shall be final.

Section 11.2. The City agrees to notify the Union of any unit job classifications created and which contain rates of pay other than those set forth above. Upon written request by the Union received by the City within ten (10) calendar days of receipt of said notice by the Union, which request shall identify the impact of such action in accordance with applicable law, the City will negotiate the impact of said action. Any disagreement as to the impact shall be resolved under the impasse resolution procedure of Florida Statute Chapter 447 and not under this Agreement.

Section 11.3. Employees performing work in a higher classification for ten (10) or more consecutive working days within a contract year shall receive the pay rate for the higher classification beginning with the eleventh (11th) consecutive day of work in the higher classification. This provision shall not be applied in a manner to deny acting in higher position pay.
Section 11.4. The City shall have a bi-weekly payroll.

Section 11.5. Incentive pay:

(a) Solid Waste employees - who voluntarily and/or otherwise are assigned to begin their previously approved work day that begins between the hours of 12:00 a.m. and 3:00 a.m. shall receive an incentive additional wage, “shift differential” of $2.00 per hour for their entire time worked during that work day as long as there is no break in service. Incentive pay does not apply to shift or standby employees.

(b) Water, Wastewater Collections and Wastewater Treatment employees – who continue their education in the form of a degree that relates directly to their duties and responsibilities will receive an incentive as follows:

- “C” certification = 2.5% increase in base pay.
- “B” certification = 2.5% increase in base pay.
- “A” certification = 2.5% increase in base pay.
- Crew Leader must have a “C” license or equivalent.

ARTICLE 12

PROMOTIONS AND JOB VACANCIES

Section 12.1: The term promotion shall mean the assignment of an employee to another job classification within his or her department which results in an increase in base pay. A job vacancy shall only be deemed to exist in a
classification when a notice to that effect is issued in writing by the City Administrator or his designee. Copies of all such notices shall be posted for at least five (5) days on all Department Bulletin Boards and shall be furnished to the Local union president.

Section 12.2. The City of Sebring shall have the right to fill any job vacancy with either current employees or new hires, provided however, that current employees will, upon request, be given first consideration for vacancies within their own department. All internal candidates who apply (current employees) who meet the training and educational requirements for any job vacancy will be interviewed. The decision of the City shall be final in such matters unless it can be demonstrated that the City acted in an arbitrary or capricious manner.

Section 12.3. Demonstrated skill and ability shall be the primary factor in determining promotions. Where more than one (1) employee in a department has the same demonstrated skill and ability to perform in a higher paid classification in which a vacancy is declared, seniority shall be considered as a factor in selection for the promotion. While the City shall be the sole judge of the relative skill and ability of employees being considered for promotion, any senior employee not promoted shall be given the reasons in writing for the promotion of the junior employee.
ARTICLE 13

OTHER BENEFITS

The City agrees to provide the following additional benefits for the members of the bargaining unit.

Section 13.2. Holidays.

A. There shall be twelve (12) paid holidays for members of the bargaining unit other than shift personnel. These holidays shall be:

- New Year’s Day
- Martin L. King’s Birthday
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Veteran’s Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Personal Day

In addition, employees shall receive any additional holidays granted City employees by the City Council. Unit employees assigned to shift work shall be entitled to take their personal leave day as time off at the sole discretion of the Department Head or designee.

B. Unless excused by the Department Head or designee the employee must work his last regularly scheduled shift before and after a holiday in order to be entitled to receive holiday pay. All non-shift employees who are called into work on a scheduled holiday off shall receive time and one-half their regular hourly rate for all hours worked in addition to holiday pay.
Section 13.2. Vacations.

A. Vacation time shall be earned as follows:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Annual Leave Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>During the first ten (10) years of continuous service</td>
<td>6 2/3 hours</td>
</tr>
<tr>
<td>Over ten (10) but less than twenty (20) years of continuous service</td>
<td>10 hours</td>
</tr>
<tr>
<td>Twenty (20) years or more of continuous service</td>
<td>13 1/3 hours</td>
</tr>
</tbody>
</table>

B. Vacation time for shift personnel shall be earned as follows:

<table>
<thead>
<tr>
<th>Continuous Service</th>
<th>Annual Leave Per Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>During the first ten (10) years of continuous service</td>
<td>13 1/3 hours</td>
</tr>
<tr>
<td>Over ten (10) but less than twenty (20) years of continuous service</td>
<td>16 2/3 hours</td>
</tr>
<tr>
<td>Twenty (20) years or more of continuous service</td>
<td>20 hours</td>
</tr>
</tbody>
</table>

C. Annual vacations shall be scheduled by the Department Head or designee taking into consideration any written applications submitted by employees. The Department Head or designee shall not arbitrarily refuse to approve reasonable requests, nor shall an employee disregard the requirements of his duties and the good of the public service in scheduling vacations. Employees shall give the Department Head or designee as much notice as possible of the dates desired for use of annual leave. Where two or more employees in the same classification and assignment select the same vacation period, the employee with date of hire seniority will be given priority.
D. No annual leave may be carried over to the following calendar year in excess of one hundred and sixty-eight (168) hours.

E. No payment for annual leave will be granted except for those employees resigning or retiring. If a regular full time employee who has completed his probationary period voluntarily resigns or is terminated during the course of his employment or in the event of death, he or his heirs shall be entitled to a lump sum payment for all vacation time earned, but not taken, at the employee’s last rate of pay. Any employee employed for less than six months, or who fails to give at least two (2) weeks notice upon resignation, shall not receive payment for annual leave not taken.

F. Annual leave must be approved by the employee’s Department Head or designee prior to its use.

Section 13.3. Sick Leave.

A. Probation. All new employees shall be on probation for a period of six (6) months from the date of employment. and shall not earn any sick leave during that time. Each employee completing the satisfactory probationary period will be credited with forty-eight (48) hours of sick leave. Employees will accrue leave but are not eligible for the leave until they satisfactorily complete the probationary period. Employees will accrue forty-eight (48) hours of sick leave during the probationary period. Any time off during the probationary period will be deducted from the employee’s compensation.

B. Part-Time Employees. No part-time employee will earn sick leave, and will be paid on an hourly basis, less fringe benefits.
C. **Accumulation.** Sick leave will be granted and accumulated at the rate of eight (8) hours per month of continuous service, up to a maximum of one thousand forty (1040) hours. Sick leave may be used solely for the purpose of illness. Unused sick leave shall be accumulated and shall be available to an employee solely for illness or injury. In the event of absences due to illness in excess of two (2) days the City shall have the right to require medical certification both during and after the illness and shall in any illness in excess of ten (10) working days have the right to verify said illness by examination of the employee by a physician selected by the City, said examination shall be at the City's expense.

D. **Verification.** Sick leave shall be verified as follows:

1. One or two days upon verification by the employee's Department Head or designee.

2. Three or more days upon certification upon the attending physician as to employee's inability to work.

E. **Sickness or Death in the Family.** An employee may utilize sick leave for sickness or death in the employee's immediate family upon proper verification. Immediate family includes spouse, parents, grandparents, grandchildren, children, brothers, sisters, step-parents and step-children of the spouse and employee only. Sick leave for the death of an immediate family member is limited to five days.

F. **Payment for Sick Leave.** Unused sick leave will not be paid for under any circumstance.
G. **Maternity/Paternity Leave.** Maternity/Paternity leave will be treated as any other illness for the purpose of this section.

**Section 13.4. Military Leave.** With respect to military leave, the City shall follow applicable law.

**Section 13.5. Leaves of Absence.** Employees may be granted special leave without pay at the sole discretion of the City Administrator or his designee for educational, military, Union business or other purposes not inconsistent with the best interests of the City of Sebring. Such leaves may be granted only upon the written application of the employee, setting forth the dates of his proposed absence from duty and the reasons therefor.

**Section 13.6. Insurance.**

A. The City currently provides a health benefit plan, at the City's expense, to all full time employees after they have been employed for three (3) months. All covered employees may elect to have their dependents covered at the employee's expense. The City agrees to provide to Unit employees the same group insurance as it provides to its other employees. The parties hereto acknowledge and agree that it may be necessary for the City to change the insurance coverage provided or charge employees with a cost increase during the term of this Agreement and the City may so do without first bargaining with the Union.

B. Any employee of the City who retires under any City of Sebring retirement plan or system may elect to continue a health benefit plan coverage on himself and his dependents, at such retired employee's expense provided
such coverage is permitted by the policy. In the alternative, the City, at its option, may require any employee eligible for Medicare to participate at their own expense in a Medicare Supplement Plan or Plans offered by the City.

C. The City will reimburse each bargaining unit employee for the purchase of one (1) pair of steel toe work boots up to a maximum of one hundred dollars ($100.00) upon presentation of a receipt for same. No employee will be entitled to more than one (1) pair of boots in any contract year; provided, the employee may be allowed an additional pair or pairs if the employee’s Department Head or designee determines the shoes need replacing because of work-related wear and tear and not due to the employee’s neglect.

ARTICLE 14

SENIORITY

Section 14.1.

A. Date of Hire Seniority. Date of hire seniority is defined as the employee’s length of continuous service after the initial date of employment. An employee’s continuous service record shall be broken by voluntary resignation, retirement, and discharge for just cause.

B. Departmental Seniority. Departmental seniority is defined as the length of continuous service in a Department within the bargaining unit which consists of utilities, solid waste, public works and golf course.

Section 14.2. A. In the event the City decides to lay off employees within a department, the City will first layoff part-time employees, temporary employees,
employees hired pursuant to a contract governed by the collective bargaining unit
and employees who have not yet completed their initial six (6) month
probationary period. If further layoffs are necessary, selection among regular
full-time employees shall be based on:

(1) Ability to perform all work available.

(2) Special skills essential to the performance of available work.

(3) Job performance as reflected by the performance evaluations for the
    past three (3) years or the most recent evaluations available.

(4) Departmental seniority.

Where, in the opinion of the Director, factors (1), (2) and (3) are relatively
equal among employees, factor (4) shall be determinative.

Section 14.3. No new employee in the department affected by layoff shall
be hired until the employee on layoff has been given an opportunity to return to
work at his original seniority date and position; provided, that after one (1) year of
layoff the employee shall cease to accrue seniority and that such reemployment
rights shall cease after one (1) year from the date of layoff. Those in layoff status
shall not receive wages or benefits during the period of layoff.

Section 14.4. The probationary period for persons employed by the City
shall be six (6) months from the date of hire. During such initial probationary
period the employee may be disciplined or discharged at the will and pleasure of
the City and without recourse to the grievance procedure. The probationary
period for persons promoted or assigned to a higher classification shall be three
(3) months. During such period the employee may be reduced to his former classification without recourse to the grievance procedure.

**Section 14.5. Seniority Rosters.** Upon request annually on October 1st of each year, the City shall prepare and post seniority rosters for the bargaining unit and two (2) copies shall be furnished at no cost to the Union. The roster will list each employee in the order of date of hire seniority. When two (2) or more employees have the same seniority date, their seniority position shall be determined by the date and time of their original hire application with the City. Revisions will be posted upon request.

**Section 14.6.** The City will promote the most qualified employee. If the employees' ability to perform the job are relatively equal, then departmental seniority will prevail.

**Section 14.7. Recall.**

A. Regular employees shall be recalled from layoff in the order in which their names appear on the re-employment list for the class and employment status from which they were laid off. An employee shall be notified of recall by certified mail (return receipt requested) sent to the employee's last known address at least fifteen (15) calendar days prior to the reporting date. The employee shall notify the City by certified mail (return receipt requested), within five (5) calendar days of receipt of notification, of intent to return to work, and shall report for work on the reporting date unless other arrangements are made. Regular full-time employees who are recalled by the City within twelve (12) months shall have their City service departmental and job classification seniority
restored (however, they will not receive wages or benefits during the period of
the layoff).

B. Vacancies not filled by recall from lists of those on layoff from equal
or lower classification shall be offered to qualified employees on layoff from
higher classifications before any new employee is hired.

Section 14.8. The Local union president shall have seniority over other
employees in the event of layoff, recall and transfer during his tenure in office.

ARTICLE 15
RULES AND REGULATIONS

Section 15.1. Except where expressly modified by any provision of this
Agreement, the rules and regulations of the City of Sebring and its various
Departments as from time to time amended, and the City's charter and
ordinances shall govern the relationship between the City, the Union and the
employees covered hereunder.

Section 15.2. There will be thorough and complete job descriptions for all
employee classifications covered by this Agreement. In the event the City
wishes to modify a job description it will notify the Union within ten (10) days of
receipt of the notice, the Union may request to bargain over the impact of such
proposed changes and the City will bargain as required by law. Disputes shall be
resolved pursuant to the impasse resolution procedure of Florida Statute Chapter
447.
Section 15.3. It is understood and agreed by both parties that the duties performed by members of the bargaining unit cannot always be covered by job descriptions and, therefore, members of the unit may be required to perform duties in addition to all those listed within the current job descriptions which are, in the judgment of the City, related to the purposes of the job in question, which judgment shall not be arbitrary or capricious.

Section 15.4. Any rule, regulation, policy or procedure of the City of Sebring or any of its Departments or Divisions which is determined by the parties to be in conflict with this Agreement shall be resolved by modification of such rule, regulation, policy or procedure.

Section 15.5. It is agreed and understood that the City currently has policies, rules and regulations governing employment. The Union agrees that such policies, rules and regulations shall be formulated, amended, revised and implemented at the sole and exclusive discretion of the City; provided, however, that said formulation, amendment, revision and implementation will be neither arbitrary nor capricious. In the event that a contemplated change is to be made, the City shall provide at least twenty (20) days notice of such change to the Union and meet and confer with the Local union president prior to such implementation. This provision shall not grant the City the right to modify or violate any provision of this Agreement, to unilaterally decrease any payment required to be made to any employee hereunder.
ARTICLE 16

JOB SAFETY

Section 16.1. The City shall be responsible for maintaining appropriate safety and health rules and regulations in accordance with all federal and state laws, rules and regulations applicable to it.

Section 16.2. The City agrees that it shall not require an employee to work in circumstances where the employee would be subject to imminent risk of serious bodily harm as defined in the Occupational Safety and Health Act. Any employee who in good faith believes he is exposed to such a risk shall immediately notify his supervisor. He may also ask a Union Steward to verify the imminent risk of serious bodily harm. Should an employee refuse to continue work after being directed to by his supervisor following such notification, then the employee shall be subject to discipline, up to and including discharge, unless the employee can establish beyond a reasonable doubt that such a hazard and risk did in fact exist.

Section 16.3. The City shall appoint a Safety Committee in accordance with Florida Statutes which shall contain at least one member from each collective bargaining unit. The Committee shall meet periodically to review all safety matters, provide and support a strong safety program and to review and recommend safety policies for employees.

Section 16.4. The City’s Drug-Free Workplace Policy shall apply to all employees. The utilization by any employee of a controlled substance as defined by applicable law without a prescription, either on or off duty, or alcohol
dependency shall be grounds for immediate discharge. Any employee who is taking or using any controlled substance pursuant to a prescription shall notify his supervisor and inform the supervisor of the prescription. The City shall have the right to require any employee to submit to drug testing, upon reasonable suspicion or on a random basis for those employees who are designated safety sensitive or who are required to be randomly tested by federal or state law, or as otherwise provided in the City's Drug Free Work Place Policy. Such employees shall include, but are not limited to all employees who operate vehicles or work with or operate equipment, or work in inspection or supervision of construction. Refusal to submit to any such test (either alcohol or drug) shall be grounds for discharge. The City, however, will not take any disciplinary action against an employee who, prior to being notified or scheduled to take a drug test, elects to enter into drug or alcohol rehabilitation until after the employee has completed his rehabilitation unless the employee's then current use of drugs or alcohol is adversely affecting the employee's work or the efficiency of City operations. An employee's refusal to submit to drug or alcohol rehabilitation will be grounds for immediate termination. An employee will be allowed to use any unused vacation or sick leave to his rehabilitation. The City at its discretion, may also grant a leave of absence, without pay, for such rehabilitation. Any such drug or alcohol testing shall be performed by an independent testing laboratory. It is further agreed that there will be two (2) samples taken at any such test, one to be submitted to the testing laboratory and one to be retained by Smith, Kline and Beecham pending receipt of test results, which sample shall be submitted to the
laboratory if the original sample tests positive. The parties agree that while the fact of whether or not an employee violated the Drug-Free Work Policy will be subject to the Grievance Procedure, the degree of discipline rendered shall not.

ARTICLE 17
PERSONNEL RECORDS

Section 17.1. Upon reasonable request, any employee shall have the right to examine and copy any and all material, including any and all evaluations contained in their own personnel records. The Union shall have access to any bargaining unit employee’s personnel records.

Section 17.2. Whenever any disciplinary material is inserted into the personnel file or records of an employee, such employee shall be promptly notified and given a copy of such material at no cost to the employee.

ARTICLE 18
DISCIPLINE AND DISCHARGE

Section 18.1. Disciplinary action may be imposed upon an employee only for just cause. Any disciplinary action imposed upon an employee may be processed as a grievance through the regular grievance procedure. If an employee is reprimanded, it shall be done in a manner that will not embarrass the employee before other employees or the public. Initial minor infractions, irregularities or deficiencies shall first be privately brought to the attention of the employee and, if corrected, shall not be entered into the employee’s personnel record. Each employee shall be furnished with a copy of all performance
evaluations or disciplinary entries in his personnel record and shall be permitted to respond thereto. In the event a grievance is initiated the City shall provide a copy of any items from the employee's personnel file upon the request of the employee at no cost to the employees. Disciplinary action or measures shall include but not be limited to the following:

1. Oral reprimand
2. Written reprimand
3. Suspension without pay
4. Demotion
5. Discharge

Section 18.2. Each employee shall be accorded those rights to due process provided by Florida law.

ARTICLE 19

SEVERABILITY AND WAIVER

Section 19.1. Each and every Article, Section or clause of this Agreement shall be deemed separable from each and every other article, section or clause so that in the event any part of this Agreement shall be finally determined to be in violation of any law, then, and in such event, only such part determined to be in violation, shall be deemed of no force and effect and unenforceable. Such a determination shall not impair the validity or the enforceability of the rest of the Agreement including any and all provisions in the remainder of any article, section, clause, sentence or paragraph in which the offending language appears.
Section 19.2. In the event a part of this Agreement is declared unenforceable under Section 1 of this Article, then the parties shall meet and bargain collectively concerning a replacement for the unenforceable part.

Section 19.3. The exercise or nonexercise by the City or the Union of the rights covered by this Agreement shall not be deemed to waive any such right or right to exercise them in the future.

ARTICLE 20

CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

The parties acknowledge and agree that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right to require further collective bargaining, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed. This Agreement contains the entire contract, understanding, undertaking and agreement of collective bargaining for and during its term, except as may be otherwise specifically provided herein.
ARTICLE 21

AMENDMENTS

This Agreement may be amended at any time by the mutual consent of the parties, but no such attempted amendment shall be of any force or effect until placed in writing and executed by each party hereto. Any amendment, to be binding on the City, must be signed by the members of the City Council or the City Administrator.

ARTICLE 22

DURATION, MODIFICATION AND TERMINATION

This Agreement shall be effective as of the date of execution hereof, and shall continue in full force and effect until the 30th day of September, 2023. At least one hundred twenty (120) days prior to the termination of this Agreement, either party hereto shall notify the other, in writing, of its intention to modify, amend or terminate this Agreement. Failure of one (1) or both parties to notify the other of its (their) intention(s) to modify, amend or terminate, as hereinabove set forth, will automatically extend the provisions and terms of this Agreement for a period of one (1) year, and each year thereafter absent notification.

This Agreement shall be of full force and effect until the expiration date of the Agreement.
IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this ____ day of __________________, 2020.

FOR THE UNION

AFSCME Council 79 Director

BY:

TITLE:

FOR THE CITY

RATIFICATION

This Collective Bargaining Agreement was ratified by the bargaining unit described in Article 2 in accordance with the Public Employees Relations Act on __________________, 2020.

AFSCME Council 79 Director

________________________

Date

This Collective Bargaining Agreement was ratified by the City Council of the City of Sebring at public meeting on __________________, 2020.

Mayor, City of Sebring

________________________

Date
AFSCME UNION POSITIONS

CUSTODIAN
CUSTODIAN PT
CART ATTENDANT PT
LABORER/MAINTENANCE WORKER PT
GROUNDKEEPER
GROUNDKEEPER PT
REFUSE COLLECTOR LEAD
GROUNDKEEPER
REFUSE COLLECTOR/DRIVER
GREENSKEEPER
GREENSKEEPER/SPRAY TECHNICIAN
METER READER
DRIVER/EQUIPMENT OPERATOR
MAINTENANCE WORKER I
MAINTENANCE WORKER II
MAINTENANCE WORKER III
EQUIPMENT OPERATOR
MECHANIC/EQUIPMENT TECHNICIAN METER
READER CREW LEADER TREATMENT PLANT
OPERATOR-TRAINEE BACKFLOW PREVENTION
TECHNICIAN CREW LEADER
SENIOR MECHANIC
TREATMENT PLANT OPERATOR-C
WATER PLANT OPERATOR
TREATMENT PLANT OPERATOR-B
PUBLIC WORKS FOREMAN WATER
DISTRIBUTION FOREMAN
WWC FOREMAN
WATER DISTRIBUTION SUPERVISOR
WATER PRODUCTION SUPERVISOR
WWC SUPERVISOR
DRIVER/ EQUIPMENT OPERATOR
(per MOU 3/3/2020)
IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals this 24 day of September, 2020.

FOR THE UNION

AFSCME Council 79 Director

FOR THE CITY

BY: Mayor

RATIFICATION

This Collective Bargaining Agreement was ratified by the bargaining unit described in Article 2 in accordance with the Public Employees Relations Act on _


AFSCME Council 79 Director

Date

9/24/20

This Collective Bargaining Agreement was ratified by the City Council of the City of Sebring at public meeting on September 15 , 2020.

Mayor, City of Sebring

Date

9/24/2020