

Agreement between
The City of Bradenton, FL.
and the
American Federation of
State,
County, and Municipal
Employees

Effective October 1, 2022 through September 30, 2025

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AGREEMENT

This Agreement is entered into effective October 1, 2022, between the City of Bradenton, Florida, hereinafter referred to as the "City" or "Employer," and Local 1311 of the American Federation of State, County, and Municipal Employees, AFL-CIO hereinafter referred to as "the Union."

ARTICLE 1

MANAGEMENT RIGHTS

Section 1.

Except as expressly limited by any provision of this Agreement, the Employer reserves and retains exclusively all of its normal and inherent rights with respect to the management of its 03 operations, whether exercised or not, including, but not limited to, its right 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 select and direct the working force in accordance with the requirements determined by the City; to create, modify or discontinue jobs; to establish and change working rules and regulations as set forth in an employee handbook or otherwise in writing; to create new job classifications; to establish and change work schedules and assignments; to transfer or promote employees; to layoff, furlough, demote or otherwise relieve employees from work for lack of work, lack of funds, or when the continuation of work would be wasteful or unproductive, or for any other legitimate reason; to suspend, discharge, demote or otherwise discipline employees for just cause; 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 2.

If it is determined in the sole discretion of the City that situational emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City during the time of the declared emergency, providing that wage rates, overtime and other monetary benefits shall not be suspended and provided further, that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency in accordance with the provisions of this Agreement.

ARTICLE 2

UNION REPRESENTATION

Section 1. Recognition

The City hereby recognizes the Union as the exclusive bargaining agent, as defined in Chapter 447, Part II, Florida Statutes and all rules and regulations promulgated thereto, for all employees within the bargaining unit defined by the Public Employees Relations Commission in its Certification Number 1689, dated April 17, 2009, and the Order Clarifying Certification 1689, issued February 4, 2013. Pursuant to that order, the bargaining unit includes all regularly scheduled part-time and full-time non-professional employees of the City who perform operational services duties.

It is agreed that the Union will immediately, and no later than November 1, 2018, file a Modification Petition with the Public Employees Relations Commission to remove all part-time employees, including Cart Attendants and part-time Grounds Maintenance (Groundskeeper), from its affiliation.

Section 2.

Union Representation during Collective Bargaining Negotiations

- A. Neither party, in negotiations, shall have any control over the selection of the negotiating or bargaining representatives of the other party. The Union will furnish the City with a written list of the Union's bargaining team at the first bargaining meeting, and substitution changes thereto, if necessary.
- B. The Employer shall recognize Union representatives for the purpose of collective bargaining as authorized by the President of the Union.
- C. The Employer will make every effort to release recognized Union officials who are City employees for participation in collective bargaining negotiation sessions as representatives of the Union.

Section 3. Union Representation during the Term of the Contract

- A. The names of all Union representatives shall be given in writing to the City as well as any change in such list prior to the effective date of their assuming duties of representation.
- B. The Employer shall recognize four (4) Union representatives, in addition to the President of the Union or his or her designee, for the conduct of Labor / Management relations between the Employer and the Union.

- C. Recognized Union representatives who are employees of the City shall be allowed to communicate official Union business to employees prior to the employees clocking in and after the employees have clocked out, and may only communicate official union business to the employees during their normal work hours upon authorization by the employee's supervisor. City work hours shall not be used by employees or Union representatives for conducting Union meetings or the promotion of Union affairs. This provision is intended to avoid disruption to the work being performed. Nothing in this provision should be read to prohibit ordinary and casual conversation in the workplace during working hours.
- D. The Employer shall provide, upon written request of the Union, for each employee in the bargaining unit represented by the Union, the employees' contact information.

ARTICLE 3
NON-DISCRIMINATION

The City and the Union agree to act in accordance with the City of Bradenton's Employee Handbook with regard to discrimination and/or harassment. No employee or prospective employee will be discriminated against based on race, color, sex, age, religion, national origin, marital status, or disability.

The parties agree not to interfere with the right of any employee covered by this Agreement to become a member of AFSCME, withdraw from membership from AFSCME, or refrain from becoming a member of AFSCME. There shall be no discrimination against any employee covered by this Agreement be reason of AFSCME membership or activity or lack of AFSCME membership or activity.

ARTICLE 4
DUES DEDUCTION

Section 1.

Employees covered by this Agreement may authorize payroll deductions for the purpose of paying Union membership dues. The following form shall be provided by the City.

AUTHORIZATION FOR DEDUCTION OF UNION DUES

I hereby authorize the City of Bradenton to deduct from my wages bi-weekly the current Union dues and to transmit this amount to the Treasurer of the Union. I understand that this authorization is voluntary and that I may revoke it at any time by giving the City notice in writing.

Date Signed

Payroll Number

Section 2.

The Union will initially notify the city as to the amount of dues. Such notification shall be certified to the City in writing over the signature of an authorized officer of the Union. Changes in union dues shall be similarly certified to the City and shall be done at least 60 days in advance of the effective date of such change.

Section 3.

Dues shall be deducted bi-weekly and the funds deducted shall be remitted to the Treasurer of the Union monthly along with an electronic list of employees who have paid with their listed address. A copy of the list shall be provided to the president of Local 1311 and another mailed to the Union's regional office. The Union shall indemnify, defend and hold the City harmless against any and all claims made and against any and all suits instituted and judgments against the City because of action by the city in compliance with this Article.

Section 4.

The payroll deduction shall be revocable by the employee notifying the City in writing on the following form:

INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF UNION DUES

I hereby instruct the City of Bradenton to stop deducting from my wages each month the current normal monthly dues and/or dental dues for the Union. I understand that I am responsible to review my own paycheck and to make sure that the deductions have been stopped.

Date Signed

Payroll Number

THE CITY SHALL NOTIFY UNION OF ANY REVOCATION

Section 5.

The City shall deduct \$100.00 as an annual service fee from the Union to cover the Administrative costs involved in dues deductions. The amount will be invoiced to the Union in October of each year.

Section 6.

In the event of a properly filed revocation by a member, failure to stop deducting the dues shall result in the City paying to the member all dues deducted after receipt of said notice.

Section 7.

PEOPLE Deduction

The Employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the employer and the union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

ARTICLE 5
BULLETIN BOARD

Section 1.

The Union shall have the use of a bulletin board located in each department subject to the terms of this Agreement. Use shall be restricted to:

- A. Notices of Union elections and results of elections.
- B. Notices of Union meetings and minutes of same.
- C. Notices of Union recreational and social affairs.
- D. Notices to Union members concerning wages, hours and working conditions.
- E. Notices of Union News
- F. Notices that are approved, in writing, by Human Resources. Any proposed notices submitted to Human Resources electronically during normal business hours will be reviewed within two business days after their receipt by the City. All other proposed notices will be reviewed within three business days of their receipt.
All notices posted by the Union shall be signed by an officer of the Union and a duplicate copy of each notice shall be delivered or faxed to the office of the Human Resources Manager at the time the notice is posted. The City will not remove from the bulletin board any notice approved under this article within six months of the original posting of the notice, but reserves the right to remove any unapproved or noncompliant notice.

Any material found on the bulletin board not in compliance with this Section, shall be removed by an appropriate City official and given to the appropriate Union official.

Section 2.

All costs in preparing and posting of Union notices shall be borne by the Union.

ARTICLE 6

GRIEVANCE AND ARBITRATION

Section 1.

The grievance and arbitration procedures set forth herein shall be the sole and exclusive method to be used by an employee, group of employees, or the Union for the settlement of disputes involving the interpretation or application of any provision of this Collective Bargaining Agreement. Employee discipline shall be subject to this grievance and arbitration procedure, but only to the extent set forth below. In the event an employee is given a directive by a supervisor which he or she believes to be in conflict with the provisions of this Agreement, the employee shall comply with the directive at the time given, but may thereafter grieve such directive to the extent permitted by this Agreement. The employee's compliance with such directive shall not prejudice his or her right to pursue a grievance.

Section 2.

A grievance shall be defined as and limited to a dispute or disputes involving the interpretation or application of a specific part or parts of this Agreement, and discipline, but only to the extent set forth herein. Any grievance filed under this procedure shall contain a short statement of the facts giving rise to the grievance, the section(s) of the Agreement alleged to have been violated, the date(s) of the alleged violation, the specific remedy sought, the date of submission and response from the Informal Step (if applicable) and shall bear the name and signature of any and all employees bringing the grievance, except when the Union itself brings the grievance, in which case the same information shall be included but the grievance will be signed by an officer of the Union. No grievance will be accepted which does not specifically set forth all the parts of the contract which are disputed or which are the subject of the dispute, and the grievance and arbitration shall be limited to the section(s) so identified. Discipline shall be subject to this grievance procedure only where it involves the suspension, demotion or discharge of employees other than those in an initial new employee probationary period. Oral or written reprimands may only be grieved through Step 2. Should the grievant disagree with the Step 2 decision a rebuttal may be added to the official record. An employee on a promotional probationary period may not grieve a return to the former rank held. Moreover, where a matter regarding discipline could be appealed through multiple forums, then only one appeal shall be permitted, with the grievant electing the process to be used at the outset pursuant to Section 447.401, Florida Statutes. At all steps within the grievance procedure the employee or employees bringing the grievance shall be entitled to have a Union representative in attendance to assist him or her. For the purpose of this article, workdays shall not be defined with reference to the individual grievant or grievants, but rather shall mean 8:00 AM to 5:00 PM, Monday through Friday, excluding holidays designated by this Agreement. The day of the event shall not be counted when determining if a grievance as filed in a timely manner. The grievance procedure shall be administered in the following manner:

Informal Step: The aggrieved employee shall meet with the City non-bargaining unit supervisor at the lowest level capable of resolving the grievance and shall orally discuss the grievance within five (5) working days of when the Grievant knew or should have known of the event giving rise to the grievance. If the individual to whom the grievance has been presented orally lacks the authority to resolve the grievance, he or she shall refer the grievant

to the appropriate management official. The official shall make a decision and orally communicate it to the grievant within five (5) working days of presentation of the grievance. Only individual and not class grievances are subject to the Informal Step. The failure of an employee to present a grievance at the informal step shall not be a basis for denial if the grievance is timely presented at Step 1.

Step 1. The employee or employees, or in the case of a class action grievance, the Union, shall first file the grievance in writing with the grievant's Department Director or designee. The filing of a grievance shall be done within ten (10) working days of when the grievant knew or should have known of the event giving rise to the grievance or receipt of the Informal Step response, as applicable. The Department Director or designee shall meet with the grievant within ten (10) working days of receipt of the grievance and shall submit his or her decision in writing to the Grievant within ten (10) working days from the date of the meeting.

Step 2. If the grievance is not resolved at Step 1, the grievant shall present the original grievance, together with the Department Director or designee's response, to the Human Resources Manager or designee, within ten (10) working days of the date the grievant received the Department Director or designee's response. The grievant may at the time of appeal to Step 2 request a meeting with the Human Resources Manager or his or her designee. Upon receipt of the grievance, the Human Resources Manager may request a meeting with the grievant. Within ten (10) working days of the later of his or her receipt grievance or a meeting held pursuant to Step 2, the Human Resources Manager or his or her designee shall provide his answer to the grievance.

Section 3.

If the grievant is dissatisfied with the grievance resolution issued by the Human Resources Manager, the grievance may be submitted for final and binding arbitration as provided in this Article. Only the Union may bring a grievance to arbitration.

- A. Within twenty (20) working days from the decision of the Human Resources Manager or designee at Step 2, the Union must notify the Human Resources Manager of its intention to arbitrate. Within fifteen (15) working days of the notice of the intent to arbitrate, the Human Resources Manager and the Union shall meet for a final opportunity to resolve the grievance. If that effort is unsuccessful, the Union shall request from the Federal Mediation and conciliation Service (FMCS) a list of seven (7) names of qualified arbitrators who shall be required to maintain a travel address within Florida. The City or the Union may reject the entire list, but each party shall only be entitled to strike one such list. Within fifteen (15) working days after receipt of the list of arbitrators, representatives of the parties shall confer and each party shall alternatively strike names, with the Union striking first. The last name on the list after the parties have struck three (3) names each shall be the arbitrator selected. The Union shall notify FMCS of the selection within five (5) working days from the date the names were struck. As promptly as can be arranged, the arbitration hearing shall be held. Each party shall bear the cost of its own representative, counsel and witnesses. The fees and reasonable expenses of the arbitrator shall be borne equally by each party. Any expenses involved in transcribing the arbitration hearing shall be borne by the party requesting the transcript. The decision of the arbitrator shall be binding on the parties so long as it is consistent with federal and state law and this Agreement. The arbitrator shall have no power to amend, add to, modify, ignore or subtract from the terms of this

Agreement, or to grant relief in the event he or she determines that the grievance was untimely filed or appealed. The arbitrator shall limit his or her decision strictly to the interpretation, application and enforcement of this Agreement.

- B. The arbitrator shall arbitrate only the issues presented.
- C. In the case of discipline, the role of the arbitrator will be limited to a determination of whether or not "just cause" exists to support the discipline. The arbitrator may not modify any discipline imposed by the City unless it is determined that the imposed discipline results in disparate treatment of City employees within the bargaining unit or is otherwise inconsistent with the discipline prescribed in the applicable disciplinary standards, policies, or procedures. If the arbitrator finds that "just cause" existed, the discipline must be sustained absent proof of disparate treatment or inconsistency, as described above, in which case the appropriate discipline will be based on past practice and/or the prescribed disciplinary standards, policies, or procedures. If the arbitrator finds that "just cause" did not exist, the discipline must be eliminated.
- D. Neither the Union nor the City may present evidence or arguments to the arbitrator which were not presented in the grievance procedure leading up to the arbitration. Evidence unknown to either party during any grievance step may be used in the arbitration if evidence is first presented to the opposing party at least seven days before the set date for the hearing. The discovery and presentation of previously unknown evidence shall be cause for postponement or cancellation of the hearing by either party. If the late discovery and late presentation of such evidence results in a postponement or cancellation of the hearing, all costs associated with such postponement or cancellation shall be borne equally by the parties unless postponement or cancellation was caused by one party's failure to comply within the seven (7) day requirement; in which case, the party failing to comply shall bear the entire cost of the postponement or cancellation. In case of a postponement, within five (5) days of such postponement the parties shall confer with the arbitrator to set a new hearing date.
- E. In the event the Human Resources Manager and the grievant fail to meet as provided in Section 3, Step 2, all evidence to be used in arbitration by either party shall be considered previously known evidence as provided in Section 4c.
- F. Unless mutually agreed upon, the submission to the arbitrator shall be based solely on the original written grievance submitted by the grievant.
- G. All time limits set forth in the above Article may be extended upon mutual written agreement of the parties.

ARTICLE 7
WORK WEEK AND OVERTIME

Section 1.

The normal work week will consist of forty (40) hours. The management of each City Department shall have the exclusive and unilateral right to establish the work week and length of shift best suited to meet the needs of the Department and provide superior service to the community. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day or per week. All compensation for work performed will be paid in accordance with the requirements of the Fair Labor Standards Act.

Section 2.

All authorized and approved work performed in excess of 40 hours in any payroll cycle, exclusive of meal period, shall be considered as overtime and shall be paid at the overtime rate of one and one-half ($1\frac{1}{2}$) times the employee's regular rate of pay.

At the discretion of the Supervisor, employees may be required to accrue compensatory time off in lieu of overtime compensation for certain types of work performed. Compensatory time will accrue at a rate of time and one-half for each hour worked, up to a maximum of the following:

- a) 120 hours of compensatory time, from the November, 2018 payout date (first full payroll in November, 2018) through the November, 2019 payout date.
- b) 80 hours of compensatory time from the November, 2019 payout date (first full payroll in November, 2019) and forward.

An employee may use accumulated compensatory time hours at any time upon a minimum of seven days' advance notice unless the City, in its sole judgment, judges that the employee's absence would be unduly disruptive to the City's operations. Employees will use accumulated compensatory time before using vacation time.

Any employee who is denied the ability to use earned compensatory time may request to be paid for the overtime at the overtime rate in which it was accrued.

An employee's accrued compensatory time ('comp bank') balance will be paid in full when the following circumstances occur: (1) upon the employee's promotion/transfer, (2) the employee's retirement, (3) the employee's termination of employment with the City, or (4) with the first full payroll in the month of November yearly, whichever occurs first. See also Article 8, Section 2.

Section 3.

For the purpose of overtime compensation, holiday pay will not be considered as time worked when said holiday falls on the employee's regular scheduled day off, and the employee does not work that day.

Section 4.

Employees shall be required to work overtime when there is a situational emergency, as described in Article 1, Section 2, of this Agreement. In all other instances, an employee may work overtime when requested unless excused by his/her supervisor. In the event any employee is required to work approved overtime, he or she will not be required to use annual leave or be placed in "leave without pay" status during the basic work period on order to compensate or offset the overtime hours worked or to be worked. The City will not arbitrarily or capriciously adjust employee's work schedules to avoid paying any overtime. However, this shall not prohibit the Department from adjusting work schedules with reasonable advance notice (defined as fourteen calendar days) so as to avoid the need for overtime. The city will take reasonable measures to avoid the changing of scheduled days off without reasonable notice, notwithstanding emergency situations.

Section 5.

Overtime worked will be distributed equitably among employees in their particular classifications, in their work units, as far as the character of the work permits. Although temporary imbalance in the equitable distribution of overtime may occur, nothing in this Section shall be construed as alleviating the continuing intent of the City to distribute overtime fairly and equitably over an extended period of time. Overtime records will be made available to the Union upon request.

Section 6.

- A. For purposes of this section, "call-back" shall refer to work at a time that is disconnected from the normal work shift and for which the employee did not receive prior notification during a regular scheduled shift. Call-back does not include recall to work to complete or correct daily work product.
- B. Call-back compensation
 - 1. The primary employee on "call-back" shall be paid ten (10) hours at straight rate of pay per week. Employees shall be paid for actual time worked, with a minimum of two hours pay, at one and one-half times their straight rate of pay. Employees shall not receive an additional call-back pay when called within the same time frame from the start of any previous call-back.
 - 2. Employees not on "call-back", if call-back, shall be paid for actual time worked, with a minimum of three (3) hours pay, at 1 ½ times their straight rate of pay. Employee shall not receive any additional call-back pay when called within the same time frame from the start of any previous call-back.
 - 3. Call-back does not establish eligibility for holiday pay, except when actual hours worked exceeds six hours.

Section 7. Shift Assignments

The current practice relating to shift assignments utilized in the bargaining unit shall remain in effect.

- A. Shift differential shall be paid in accordance with Article 14 of this Agreement.
- B. Stand by time shall be paid in accordance with the provisions of the City of Bradenton Employee Handbook.

Section 8.

The City will make reasonable efforts to insure that employees receive a one half hour unpaid meal break.

ARTICLE 8
VACANCIES, PROMOTIONS AND DEMOTIONS

Section 1. Vacancies

For the purpose of this Agreement, "vacancy" shall be defined as an opening within a classification included in the bargaining unit for which funds have been appropriated and which the City has determined shall be filled.

Whenever a permanent vacancy occurs within the bargaining unit, or the City creates a new bargaining unit job classification that is not merely a reclassification of an existing title in which there is a qualified incumbent employee, and the City determines that such vacancy is to be filled, the City shall advertise the position for a minimum period of five (5) working days. The Human Resources Department shall post official job announcements on the internet and the City's Intranet and post paper copies of the job announcements on department bulletin boards. A copy of said posting shall be provided to the president of Local 1311. Every effort will be made to post on the same day of the week (i.e. Monday).

Employees (including those on layoff status) desiring to be considered for said vacancy shall make written letter for the position to the Human Resources Department in accordance with the job announcement.

The selection to fill positions shall be based on the most qualified candidate. A bargaining unit employee who has been selected as the most qualified candidate for the vacancy shall serve a position probation period of three (3) months. If it becomes apparent that the employee will be unable to successfully transition into the new position, the City will choose to return the employee to his or her previous position, or comparable, at any time during the promotional probationary period. The employee unable to successfully transition into the new position will receive the reason(s) why.

Section 2. Promotions

The term "promotion", as used in this provision, means the advancement of an employee to a position in a higher grade. Any upward adjustment of a position's pay grade negotiated as part of a collective bargaining agreement shall not constitute a promotion as defined herein. Promotional pay shall be effective upon filling the position and shall begin immediately at the time, without regard to the completion of the promotional probationary period for the promotion.

Upon appointment to a higher classification, an employee shall be on promotional probation for a period of three (3) months. Permanent status is automatically granted at the end of the maximum probation unless specific action (such as review with the employee and/or union) is taken to prevent it. Likewise, if it becomes apparent that the employee will be unable to successfully transition into the new position, the City will return the employee to their previous position or any comparable open position at any time during the probation period.

Any bargaining unit employee who is returned to their previous position or comparable vacant position prior to completion of the positions' promotional probationary period shall be permitted to return to their former status, salary, benefits and seniority.

Promotional consideration for classification excluded from the bargaining unit shall not be subject to the provisions of this Agreement.

Employees with accrued compensatory time when promoted will be paid out at the rate in which it was accrued. Compensatory time accruals will then reset to zero and the employee may begin to accrue compensatory time as allowed. See also Article 7, Section 2.

Section 3. Demotions

The term "demotion", as used in this provision, means reassignment (whether voluntary or involuntary) from a position in one job classification/grade to a position in a lower paying job classification/grade for which the employee is qualified. Any involuntary demotion is subject to just cause and the grievance procedure.

In any case involving demotion to avoid layoff, the employee involved shall have the right to elect which alternative they will take, the demotion or layoff.

Section 4. Consolidation or Elimination of Jobs

Employees displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or machinery, the curtailment or replacement of existing facilities, or for any other reason, shall be permitted to exercise their employment seniority rights procedure defined in Article 10, Seniority and Reduction in Force.

Section 5. Temporary Job Openings

Temporary job openings are defined as vacancies in any job classification that may periodically develop due to unusual or emergency circumstances but are not intended by the City to be budgeted for an entire fiscal year. Job openings that recur on a regular basis, or that remain open more than ninety (90) days at a time, shall not be considered temporary.

ARTICLE 9

TEMPORARY SERVICE IN HIGHER CLASSIFICATION

Whenever a bargaining unit member is required to serve in a higher classification, he or she shall be paid at the starting rate of pay for an employee serving in the higher classification, provided he or she works at least four (4) hours in the higher classification.

ARTICLE 10
SENIORITY AND RIF

Section 1.

City seniority is understood to mean an employee's most recent date of employment or reemployment. Seniority will continue to accrue during all types of leave except for leave of absence without pay for thirty (30) calendar days or more which shall cause the date to be adjusted for an equivalent amount of time (except military leave per applicable law). Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the City seniority date to be adjusted. The City seniority/anniversary date shall be used for purposes of service awards and other benefits based on length of service.

Section 2.

Classification seniority shall be understood to mean length of time in classification. After successful completion of the probation period, length of time in classification reverts to date of entry, transfer or promotion to present classification. Seniority will continue to accrue during all types of leave except for leave of absence of thirty (30) calendar days or more which shall cause this date to be adjusted for an equivalent amount of time (except military leave, per applicable law). Leaves of absence without pay for periods of less than thirty (30) calendar days shall not cause the classification seniority date to be adjusted. Classification seniority shall be used in conjunction with job classifications for purposes of layoff and consideration for merit reviews and promotion.

Section 3.

All new employees shall be placed on probation for the first six months of employment. All newly promoted employees shall be placed on probation for the first three months in the classification.

Section 4.

Employees shall lose their seniority as a result of the following:

- A. Voluntary termination.
- B. Retirement.
- C. Termination for just cause.
- D. Unexcused absence without authorized leave for three (3) consecutive working days.
- E. Failure to return from military leave within the time limits prescribed by law.

Section 5.

- A. The Human Resources Manager will notify the Union president thirty (30) days in advance of any pending reduction in force. Probationary, provisional and temporary employees in the affected classification(s) will be laid off first. Employees then will be laid off in the inverse order of their length of time in the classification(s). In the event that two or more employees affected have the exact same amount of service in the

classification, the employee with the most pertinent skill set, to be determined at the sole discretion of the City, will be deemed the senior employee.

- B. Employees who are identified for layoff will be given a written notice at least thirty (30) days prior to the date of layoff. The notice shall state the reason(s) that layoffs are occurring and the effective date.
- C. Upon receiving the notice of layoff, an affected employee may request, in lieu of being laid off, a voluntary demotion or reassignment to an open, posted position within the City of Bradenton. The request shall be in writing and shall be made within seven (7) working days of receiving the notice of layoff. Such requests for demotions or reassignments may be granted by placing the affected employees in available, vacant positions. Although the decision to hire an individual will be within the sole discretion of the hiring manager, every effort will be made to place affected employees into existing vacancies for which they are qualified. In order to be considered for such demotion or reassignment, employees must meet the minimum qualifications specified for the position as reflected in the current job description.
- D. In the case where an employee with ten (10) years of continuous service or more is subject to a lay off and subsequently unable to fill an existing vacancy, the employee will have the right to displace someone with less seniority under the following circumstances:
 - 1. The employee must have had no discipline within the last year, (written warning or higher), and no suspensions within the last three (3) years.
 - 2. The employee may only displace an employee who has less organizational seniority, is within his/her own division, and is in a position that he/she has previously successfully performed.
 - 3. The employee must meet all minimum job requirements and be able to perform all of the essential functions of the position into which he/she is requesting to be placed.
 - 4. The City retains the right to offer the employee different to avoid another employee from being displaced until the effective date of the impending termination.

Section 6.

Employees in layoff status will retain recall rights and shall have preference to work over applicants on eligible lists as long as they are qualified to perform the work available at the time of recall. Recall will be made by certified mail to the last address in the employee's records. Within ten (10) working days of the certified receipt date, a laid-off employee must signify his or her intention of returning to work to the Human Resources Department. If no indication to return to work is received from the employee, or if the employee indicates that he or she cannot return to work at that time, he or she will be dropped from the recall lists and will be eligible for employment just like any other applicant.

- A. Employees recalled from layoff shall be recalled in order of classification seniority and skill set needed.

- B. Notwithstanding subsection (A), recall will be offered to laid-off employees provided they are qualified to perform the duties of the job. A laid-off employee offered recall who is temporarily unable to accept due to medical reasons may request a leave of absence not to exceed thirty (30) days.
- C. When recalled to the classification from which he or she was laid off, an employee's classification seniority date shall remain the same.

Section 7.

Upon request, the City may grant leaves of absence for up to one (1) year periods without the employee's classification date and other benefits being diminished, as defined in Section 1 of this article.

ARTICLE 11
CONTRACTING OUT

The City agrees that, when an issue relating to the contracting out of bargaining unit work is placed before City Council, a copy of the agenda item shall be sent forthwith to the Union. Thereafter, the Union shall be given full opportunity to have knowledge of the decision making process(es) by which contracting-out recommendation is being studied.

ARTICLE 12
SUBSTANCE TESTING

Section 1.

It is the policy of the City of Bradenton that its employees shall not use illegal drugs or abuse alcohol or lawfully taken drugs. The possession, use or sale of illegal drugs is forbidden to all employees, regardless of whether such use, possession or sale occurs on or off duty. The use or possession of alcoholic beverages (including break and meal periods) while on duty is expressly prohibited.

Section 2.

Any employee covered by this Agreement shall be subject to a blood, urine or intoxilizer test accomplished by certified and qualified operators and accredited testing laboratory if there is reasonable suspicion, based upon observed actions e.g. speech, breath odor, walk, on the part of the employee's immediate supervisor and the Department Director or his or her designee, that the employee is under the influence of alcohol, drugs or controlled substances while on duty. Anonymous phone calls, by themselves, will not constitute reasonable suspicion.

Section 3.

The testing will be done at the City's expense. Prior to testing, the employee shall be afforded the opportunity to disclose to a designated Medical Review Officer any legal medications or substances that may impact the test results. If the test results establish with reasonable scientific certainty that an employee is present at work with the presence of alcohol or drugs in his or her system, the employee may be disciplined or discharged.

Section 4.

The failure or refusal of an employee to submit to a blood, urine or intoxilizer test when ordered to take it shall result in discharge.

Section 5.

In the event that an employee informs the City of the employee's abuse of alcohol or drugs prior to reporting for duty and prior to testing, no disciplinary action shall be taken against the employee, provided that the employee enrolls in a bona fide rehabilitation/treatment program. Sick leave and/or vacation may be utilized for rehabilitation and treatment. If sick leave and vacation credits have been exhausted, the employee may be granted a leave of absence without pay. Failure to successfully complete the rehabilitation/treatment program shall result in discharge. This section only shall apply once to any one employee.

Section 6.

The parties agree that the City has in place a "Drug-Free Workplace" program under the Florida Workers' Compensation Act, and Federal guidelines for employees holding a Commercial Driver's License. The City unilaterally and without bargaining may update such program to conform to the changes in the law. The testing process for tests conducted pursuant to this Article shall be in accordance with this program.

ARTICLE 13
PERSONNEL RECORDS

Section 1.

The City will provide each employee a copy of any document presented or initiated by the City which is to be inserted in the employee's City personnel file upon request. The employee shall be required to sign to acknowledge receipt of the document.

Section 2.

Complimentary or derogatory letters concerning an employee received by the City will be placed in the personnel file of the employee concerned. The employee shall be notified of any letters received, and the employee shall have the right to comment on the contents of such letters, and have such comments placed in his or her file.

Section 3.

Any letter, memo, document or other written material relating to an employee's medical condition, whether past or present, shall be placed in a separate file from the employee's City personnel file. Said file shall be marked "CONFIDENTIAL," and shall be maintained in accordance with the law.

Section 4.

Copies of an employee's file shall be made available to the employee at the rate of one free copy per calendar year should the employee request his/her file. Access to the employee's file shall be granted to the employee upon request.

ARTICLE 14

PAY PLAN

Section 1.

All employees covered by this Agreement, shall receive a 3% increase effective the first full pay period of October 2022; if appropriate, adjustments to the pay-grade minimums will also be made as defined in the revised City of Bradenton Pay Plan.

For fiscal year 2023-2024, by April 1, 2023, either party shall give written notice of its request to bargain a wage adjustment for the bargaining unit employees for the 2023-2024 fiscal year. A written proposal shall be provided by the requesting party by April 30, 2023. This is a one-time economic reopener of only Article 14, Section 1, for the 2023-2024 fiscal year. No other articles shall be reopened without the mutual agreement of the parties.

For fiscal year 2024-2025, by April 1, 2024, either party shall give written notice of its request to bargain a wage adjustment for the bargaining unit employees for the 2024-2025 fiscal year. A written proposal shall be provided by the requesting party by April 30, 2024. This is a one-time economic reopener of only Article 14, Section 1, for the 2024-2025 fiscal year. No other articles shall be reopened without the mutual agreement of the parties.

Section 2.

Employees working a regularly scheduled shift between the hours of 4 P.M. and 11 P.M. shall receive \$.40 per hour shift differential for the hours worked that fall between the hours of 4 P.M. and 11 P.M.

Employees working a regularly scheduled shift between the hours of 11 P.M. and 7 A.M. shall receive \$.65 per hour shift differential for the hours worked that fall between the hours of 11 P.M. and 7 A.M.

Section 3.

Longevity pay will be provided by the City in accordance with the provision of the City of Bradenton Employee Handbook.

Section 4.

Stand-by time shall be paid in accordance with the provisions of the City of Bradenton Employee Handbook.

ARTICLE 15
HEALTH AND DISABILITY INSURANCE

Members of the bargaining unit shall be enrolled in the City's insurance programs and shall be subject to the terms and conditions therein. The Union will appoint a representative to serve on the City Benefits Committee and the representative will serve on the Committee without loss of pay. If the Union disagrees with any of the insurance options to be presented to the City Council for consideration, the Union may make a presentation to Council before a decision is made regarding benefits, it being understood that ultimately employees covered by the Agreement shall be subject to same insurance benefits on the same terms as are enjoyed by other City employees generally.

ARTICLE 16
EDUCATIONAL REIMBURSEMENT

Section 1.

Upon advanced approval, the City shall reimburse registration and tuition expenses for fulltime employees enrolled in job-related training, classes, or a degree program. Reimbursement will be approved, processed, and effectuated in the manner prescribed in Section 9.12 of the City of Bradenton Employee Handbook, which may be amended from time to time by the City.

Section 2.

Any employee receiving permission to attend a specialized training class or seminar paid for by the city must maintain employment with the City for at least one (1) year after the date of completion of the training class or seminar. If an employee chooses to leave his or her employment with the City prior to the one-year anniversary of the completion of the training class or seminar, the employee shall reimburse the City for the cost of the training class or seminar.

ARTICLE 17
FUNERAL LEAVE

Section 1.

All full time employees may be granted, upon approval of the pertinent Department Director, time off with pay in the event of death in his or her immediate family. A maximum of three (3) shifts shall be granted for the bereavement of such family member in the State of Florida, and a maximum of forty (40) hours shall be granted for the bereavement of such family member outside the state.

Section 2.

The employee's immediate family shall be defined to include the spouse, parents, grandparents, brothers, sisters, children, grandchildren, and step family of both the employee and the employee's spouse.

Section 3.

Funeral leave shall not be charged to vacation or sick leave.

Section 4.

Should an employee require additional time other than provided in Section 1 of this Article, he or she may request additional time from the pertinent Department Director. Additional time may be approved in the sole discretion of the Department Director. If the Department Director approves additional time, it will be charged to vacation leave or compensatory time, if sufficient hours have been accrued.

Section 5.

The employee shall provide the Department Director with proof of death before compensation is approved if requested.

ARTICLE 18
MILITARY LEAVE

Section 1.

Employees covered by this Agreement who are commissioned reserve officers or reserve enlisted personnel in the United States military or members of the Florida State National Guard, shall be entitled to leave of absence from their respective duties without loss of pay for such time as they shall be ordered to military service or field training in an active or inactive duty status for a period not to exceed thirty (30) working days in any one fiscal year.

Section 2.

The employee shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty as permitted and to the extent required by law. Such order or statement must accompany the formal request for military leave.

Section 3.

Employees who are members of the United States military or Florida State National Guard shall be excused from work to attend inactive duty training as required.

Section 4.

Employees called into active military service shall have all reinstatement rights guaranteed by state and/or federal law so long as any requirements stated therein are met. Disputes regarding such rights shall be resolved by the procedures established at law and not by arbitration under this Agreement.

ARTICLE 19
HOLIDAY LEAVE BENEFITS

Section 1.

The following holidays shall be observed as official paid holidays for all members of the bargaining unit, except those on leave of absences without pay, those on suspension, and those receiving workers' compensation benefits:

New Year's Day January 1
Martin Luther King's Birthday When observed
President's Day When observed
Memorial Day When Observed
Independence Day July 4
Labor Day When observed
Veteran's Day When observed
Thanksgiving Day When observed
Day following Thanksgiving When observed
Christmas Holidays when observed (2 days total)
Employee's Birthday subject to Section 6 of this article
Personal Day as awarded annually to all members on October 1

Section 2.

An employee must be on active pay status or work his or her normal schedule of hours on the regularly scheduled working day immediately prior to the holiday and the regularly scheduled working day immediately following a holiday in order to qualify for holiday pay.

Section 3.

Employees who are given holiday work assignments and then fail to report for and perform such work for any reason, except for verified illness or emergencies, shall not receive pay for the holiday.

Section 4.

Employees who are required to work on a holiday's designated date, or on the actual day of a national holiday, will be compensated at one-and-one-half times their regular rate of pay. Holiday pay, when an employee works the holiday, shall equal the amount of time of his or her regularly scheduled shift length.

Section 5.

Employees shall receive eight (8) hours of pay or ten (10) hours of pay, depending on the employee's shift, for all official paid holidays as described in Section 1 on which an employee does not work.

Section 6.

An employee, at his/her option, may request authorization from their respective Department Director or designee to "bank" his/her birthday and holidays during the fiscal year. Such request shall be in writing. If the Department Director or designee grants the request, said holidays must be taken within the pay period of the holiday or the employees' birthday.

ARTICLE 20
VACATION LEAVE

Section 1.

Vacation or annual leave is used for time off for personal matters.

Section 2.

Employees shall be eligible for annual leave after six months of service. Such employee may use annual leave with the prior approval of the pertinent Department Director. Vacation time and time off for personal matters must be approved in advance of the time that the employee intends to take off.

Section 3.

Vacation or annual leave is accumulated at eight (8) hours for each month's service (ninety- six hours per year). Employees will have their annual leave accounts credited with an additional eight (8) hours for each five years of uninterrupted service. Service credit must be completed by and the employee actively employed on December 31 for this purpose.

Section 4.

No more than two hundred forty (240) hours of vacation leave may be carried forward from one calendar year to the next. Any accumulation over the maximum of 240 hours will not be carried over to the next calendar year. If the City Council approves an increase in the amount of carryover permitted for non-Union employees generally, that same increase shall be afforded the bargaining unit on the same terms as granted to the non-Union employees generally without the need for further bargaining.

Section 5.

Every effort shall be made by the city to see that every employee with sufficient accumulated leave is afforded the opportunity to take at least eighty (80) hours of annual vacation every year, if properly requested. Annual leave shall not be restricted to eighty (80) hours continuous use at a time. Employees requesting time off in excess of eighty (80) continuous hours shall have their request approved by their Supervisor and their Department Director in order to ensure there is no operational impact as a result of the absence. See also Section 9.

Section 6.

When an employee, other than a probationary employee, separates from the City for any reason, he or she shall be paid in a lump sum for all unused annual leave up to, and not exceeding, 240 hours.

Section 7.

Annual leave shall not be earned by an employee during a leave of absence without pay, a suspension, or when the employee is otherwise in a non-paid status. If an employee is absent due to a job related illness or injury covered by workers' compensation, the employee shall not accrue annual leave while absent from work. However, upon return to work or in the event the employee separates employment due to the workers compensation illness or injury, the employee will be credited with the annual leave he or she would have accrued while absent for the workers' compensation illness or injury, not to exceed the, maximum accrual set forth in Section 4 above.

Section 8.

At appropriate times during the calendar year, the City's Department Directors or their designees will consult with eligible employees regarding planned vacation periods and will establish work and vacation schedules, providing schedule preference to employees according to individual employee seniority of service; however, primary consideration will be given to the continued functions of the pertinent Department.

Section 9.

Employees shall request vacation in writing at least seven days prior to the requested time off, and the Department Director or his or her designee shall approve or deny the request. Requests exceeding eighty (80) hours continuous use at a time will require a minimum of thirty (30) days notice. See also Section 5.

ARTICLE 21

SICK LEAVE

Section 1.

All full-time employees shall be entitled to ninety-six (96) hours of sick leave a year accrued on a payroll period basis. Accrual will be based on active pay status. Employees shall be eligible for sick leave after six (6) months of service. Sick leave must be earned before it is authorized.

Section 2.

An employee incapacitated and unable to work shall notify his/her supervisor at least one (1) hour before his/her scheduled reporting time, stating the nature of his/her illness and expected period of absence. This procedure shall be followed for each day the employee is unable to work, unless otherwise approved by the City's Human Resources Manager. Where the employee has a doctor's slip covering a specific period of time, the employee shall update the City on a weekly basis as to the employee's status and intent to return. If the absence is designated as FMLA, the employee shall only be required to give such updates as provided or permitted by law.

Section 3.

If, and whenever, sick leave may appear to be abused, or when an employee consistently uses his or her sick leave as it is earned, the employee claiming/requesting such sick leave will be required to furnish competent proof of the necessity. Before an employee will be required to provide such proof of the necessity, he or she must have at least one prior counseling or write up in his or her personnel file with respect to absenteeism. After three (3) consecutive shifts of sick leave, the employee's supervisor may also require medical certification from the employee to verify leave already taken and before authorizing additional leave. This Section is not intended to limit management's right to impose discipline for abuse of sick leave.

Section 4.

Sick leave under this Article shall be charged as used in increments of one-half (1/2) hour.

Section 5.

Employees using sick leave are expected to be found at their respective homes, physician's office, hospital or other approved place of recuperation, or in route to one or the other of these locations. An employee may go elsewhere provided he or she notifies and receives permission from the on-duty supervisor where he or she will be and as long as his or her travel to another place is illness related.

Section 6.

Sick leave will be granted upon approval by the city for reasons of the employee's health which shall include medical treatment, counseling when approved, dental treatment, or optical treatment which is necessary during working hours. An employee who is unable to perform his or her duties because of illness of a spouse or dependent living in the employee's home may use sick leave from

his or her accrued sick leave account. Sick leave for dependents will be granted when the employee's presence is required in the care of the above mentioned dependents. An employee also is entitled to all of the rights afforded by the Family and Medical Leave Act in the case of a serious health condition, whether of the employee or of a family member covered by the FMLA.

Section 7.

Each employee who has worked longer than one (1) calendar year, may, at his/her option, elect to: (1) transfer each year 25% of their unused sick leave accrued during the calendar year to annual vacation leave; (2) be paid 25% of their unused sick leave accrued during the calendar year; or (3) may elect to accrue such sick leave in their sick leave balance. An employee may only select one of the three options. In other words, an employee may not elect to transfer 25% of their unused sick leave to annual vacation leave and seek payment for 25% of their unused sick leave. In addition, the 25% is determined based on the unused sick leave accrued in that calendar year, not 25% of their sick leave balance. The transfer or payment of said 25% will be the first biweekly pay period in January.

Section 8.

An employee who fails to comply with the requirements/procedures contained in this Article shall not be eligible to use sick leave credits, and any absence from work will be considered unauthorized.

ARTICLE 22
WORKERS' COMPENSATION / FMLA

Section 1.

All employees covered by the Florida Workers' Compensation Act, hereinafter called the Act, and shall be entitled to all benefits awarded under said Act.

Section 2.

When an employee suffers an injury in the line of duty, regardless of whether he or she is working a regularly assigned shift, he or she shall be covered by the Act, and said injuries shall be reported immediately to the employee's supervisor, the City's Human Resources Department, or the City's Risk/Safety Manager.

Section 3.

Family and Medical Leave Act (FMLA) and the Americans with Disabilities Act: In addition to the leave provided in this Agreement, the city shall comply with the Family and Medical Leave Act of 1993 and the Americans with Disabilities Act of 1990.

Section 4.

If an employee is absent due to a job-related illness or an injury covered by workers' compensation, the employee shall not accrue annual leave or sick leave while absent from work. However, upon return to work or in the event the employee separates employment due to the workers' compensation illness or injury, the employee will be credited with the annual leave he or she would have accrued while absent for the workers' compensation illness or injury, not to exceed the maximum accrual set forth in Article 13, Section 4. The City of Bradenton reserves the right to count qualifying worker's compensation leave as FMLA time such that if an employee is out on worker's compensation leave such leave will run concurrently with the employee's annual FMLA leave.

ARTICLE 23

JURY DUTY

Section 1.

In the event an employee is subpoenaed or summoned for jury duty in federal court or state court, he or she shall be paid the difference between jury pay and his or her regular pay for the normal work hours required to perform such duty. Employees who perform jury duty for only a portion of a regular scheduled workday are required to report to work when excused or released by the court.

Section 2.

If any employee is called for federal jury duty or state jury duty he or she shall immediately notify his or her immediate supervisor so that arrangements may be made for his or her absence from work.

Section 3.

The employee shall provide his or her supervisor with proof of jury duty service before compensation is approved.

ARTICLE 24

UNIFORMS AND EQUIPMENT

Section 1. Uniforms, Equipment, and Tools

The City requires that certain personnel wear uniforms on the job. Where the City makes such a determination, then it shall provide the uniforms. Should the Union have any suggestions regarding the uniforms they shall meet with the Department Director to discuss such suggestions. The cost of maintaining said uniforms shall be paid by the City.

Section 2. Replacement

The City shall replace or repair parts of the uniform that become unserviceable because of (1) normal wear and tear, or (2) damage, if through no fault of the employee while in the line of duty. The decision to replace uniforms shall be within the sole discretion of the Department Director or designee.

Employees are responsible for any lost or damaged items, other than normal wear and tear. Employees will be required to turn in all issued uniforms when they terminate employment or at any time inventory is taken during their employment. Items that are lost, missing, or damaged due to an employee's negligence shall be paid for by the employee.

Section 3. Protective Clothing

The following and any other safety-related items may be issued to the employee on an as needed basis, as determined by the Department Director: safety shoes, safety glasses, hard hats, safety gloves, safety vests, safety goggles, bump caps, face shields, knee and shin guards, rain gear and rubber boots. Any item so issued shall be worn as directed by the Department Director or his/her designee.

Section 4. Tools

Other than as required by their job description or as a condition of employment, employees will not be required to use personal tools or equipment in the performance of City duties.

ARTICLE 25
AFSCME BUSINESS

Section 1. Activities

AFSCME representatives have the right to request approval from their Department Director or his designee to leave their work posts work stations for the purpose of representing AFSCME in contract negotiations or grievances, or in order to provide required representation for a discipline matter.

Section 2. Visitation

The City shall permit an authorized representative of AFSCME to have reasonable access to meet with employees for the purpose of resolving grievances, provided that such visits do not disrupt routine operations. Any authorized representative of AFSCME desiring to have access to the department shall first meet with and obtain permission from the Human Resources Manager, or his/her designee, before going into any working area. AFSCME representative(s) will explain the purpose of the visit and will not in any way interfere with the work of employees or the operations of the department.

Section 3. Copies of Agreement

The City shall furnish a copy of this Agreement to the Union President and post it on the City website.

Section 4. Safety Committee

The City agrees to allow the Union to have 2 representatives on the City's Safety Committee. If the Committee meetings are held during working hours, AFSCME committee members will be granted leave with pay to attend.

Section 5. Policies and Rules

In the spirit of continued harmonious relations between AFSCME and the City, the City agrees to provide a thirty (30) day notice to AFSCME of any change in City policies or rules which would affect members of the bargaining unit.

Section 6. Training

The City agrees to provide training to both Supervisors and bargaining unit employees on union related Employee Relations including, but not limited to, disciplinary action, grievances, employee/employer rights and responsibilities, etc.

Section 7. New Members Packets

The City agrees that the Union will provide informational packets to the new employees.

ARTICLE 26
DISCIPLINE

The Union and the City of Bradenton agree that management has the duty of maintaining good and just discipline since it is responsible for the efficient operation of the City. The City's Personnel Rules and Regulations Section 7 - Code of Conduct and Disciplinary Measures are established and expected to be followed.

Discipline of employees shall be timely and as Section 7 stresses, the approach of progressive discipline when appropriate shall be utilized.

Should there be any dispute between the City and the Union concerning the existence of just cause for discipline or the timeliness of the discipline, such dispute shall be adjusted through the grievance procedure in accordance with the terms of this Agreement. Employees who are in their new employee probationary period may be discharged with or without just cause and do not have access to the grievance procedure to dispute said discharge.

ARTICLE 27
EMERGENCY WORK

When an emergency is declared by the Mayor or his/her designee, essential and non-essential employees who are told not to report to work will be compensated for normal scheduled hours not worked at their rate of pay. Essential employees who are required to work on such emergency day(s) will receive time and a half their regular pay for all hours worked during the declared emergency up to a maximum of twenty one (21) calendar days for each such declared emergency.

A declared emergency is the time period when the Mayor officially closes normal City operations until the time the City reopens and employees are directed to return to work.

Any employee who had previously requested and is on PTO on the Mayor's declared emergency day(s) is exempt from being called in, and will still be charged PTO and receive his/her regular pay. If an employee is recuperating from an extended illness and was not reporting to work on the declared emergency day(s), he/she will still be charged PTO/sick leave, if available.

Employees who had pre-approved PTO, regardless of the number of hours, will still be charged PTO for said hours.

If an employee does not work on declared emergency day(s), he/she must still work in excess of their normal scheduled hours each day in order to be eligible for time and one-half their regular rate of pay.

If the employee has normal day(s) off during the emergency declared day(s), the employee will not receive any compensation.

Prior, during and following an anticipated or declared emergency, the City will follow the guidelines published in the City's emergency management plan.

ARTICLE 28
SAVINGS CLAUSE

Section 1.

If any article or section of this Agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by any court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement.

Section 2.

In the event of invalidation of any article or section, both the City and the Union agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement of only the particular article or section invalidated.

ARTICLE 29

DURATION

This Agreement shall be effective as of October 1, 2022, and shall remain in full force and effect until its expiration date, September 30, 2025.

CITY OF BRADENTON, FLORIDA



MAYOR

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL



PRESIDENT OF AFSCME LOCAL 1311

DATED: 11-16-2022

DATED: 11/28/22



ROB PERRY
CITY ADMINISTRATOR



HECTOR RAMOS
FIELD COORDINATOR, AFSCME COUNCIL
79, REGION 2

DATED: 11-16-2022

DATED: 11/23/22