

**AGREEMENT**  
**between**  
**City Of Orlando**



**and**

**Laborers' International Union of North America,  
Public Employees' Local #678, CTW**



**Upon Ratification and Approval  
through  
September 30, 2019**

## TABLE OF CONTENTS

Article Title	Page
Article 1 Intent of Agreement .....	1
Article 2 Recognition .....	3
Article 3 Management Rights .....	4
Article 4 Union Rights .....	5
Article 5 Employee Rights .....	7
Article 6 Union Steward Activity .....	8
Article 7 Non-Discrimination .....	10
Article 8 Dues Deduction .....	11
Article 9 Work Interruptions .....	12
Article 10 Grievance Procedure .....	13
Article 11 Arbitration .....	17
Article 12 Bulletin Boards .....	19
Article 13 Personal Leave/Sick Leave .....	20
Article 14 Bereavement Leave .....	25
Article 15 Holidays .....	26
Article 16 Commercial Motor Vehicle Operators .....	28
Article 17 Special Meetings .....	30
Article 18 Safety & Health .....	32
Article 19 Jury Duty .....	34
Article 20 City Vehicles And Vehicle Cameras .....	35
Article 21 Health And Welfare .....	37
Article 22 Discipline And Discharge .....	42
Article 23 Seniority/Layoff/Recall .....	47
Article 24 Job Vacancy .....	52
Article 25 Working Out Of Classification .....	53
Article 26 Workweek And Overtime .....	55
Article 27 Prevailing Rights .....	58
Article 28 Pension And Retirement .....	59
Article 29 Educational Reimbursement .....	61
Article 30 Shift Differential .....	62
Article 31 Extra Time Provisions .....	63
Article 32 Pay Plan .....	64
Article 33 Longevity Payment .....	67
Article 34 Substance Abuse Control .....	68
Article 35 Emergency Conditions .....	70
Article 36 Waiver Of Right To Bargain For Duration .....	71
Article 37 Duration .....	72
APPENDIX A - Employee Classifications and Wage Grades .....	74
APPENDIX B - Utilization of Leave – Policy .....	76
APPENDIX C .....	79

## **ARTICLE 1**

### **INTENT OF AGREEMENT**

- 1.1 This Agreement entered into by and between the City of Orlando hereinafter referred to as the "City" or "Employer" and Laborers' International Union of North America, Local 678, hereinafter referred to as the "Union".

It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of appropriate Florida State Statute 447 provisions and provides for orderly and constructive employment relations in the public interest, in the interests of the City, and the interest of the employees represented by the Union.

- 1.2 It is the general purpose of this Agreement to promote the mutual interest of the City and its employees, and to provide for the operation of the City's services under methods which will, to the fullest extent possible, further the morale and safety of the employees; provide economy and efficiency of operation; eliminate waste; and avoid interference with, or interruption to, the operation of the City's services. The parties to this Agreement will cooperate to secure the advancement and achievement of the above purposes.

- 1.3 This document constitutes the entire Agreement and understanding between the City and the Union and it shall not be modified or amended in any respect except in writing signed by authorized representatives of the City and the Union and ratified by the Union membership and adopted by the Orlando City Council. This Agreement supersedes any and all previous agreements and understandings between the City and the Union.

- 1.4 Nothing in this Agreement shall require either party to act in violation of any Federal, State or Local legislation or regulations. In the event that any of the provisions of this Agreement are determined to be in violation of any Federal, State, or Local legislation or regulations, then those provisions shall be considered null and void and of no further force and effect. Such determination, however, shall not in any way affect the remaining valid provisions of this Agreement.

- 1.5 The Union agrees to encourage all members of its organization to render efficient service to the City. The Union recognizes that it is of great importance for the City of Orlando to have good public relations and the Union will encourage its members to make themselves available for public service and emergency work. The Union and its members, in all matters pertaining to this Agreement, shall take into consideration that the most important mission of the City is to serve the Public.

## **ARTICLE 2 RECOGNITION**

- 2.1 Pursuant to and in conformity with the certification issued by the Public Employees Relations Commission (P.E.R.C.), of the State of Florida in Case No. 8H-RC-753-0037, the City of Orlando hereby recognizes the LIUNA, Local 678, as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all employees of the bargaining unit as set forth in Appendix- "A".
- 2.2 All job classifications not specifically listed in Appendix-"A" are excluded from the Union's Bargaining Unit. In addition, all Temporary, or Seasonal Employees are excluded from the Union's Bargaining Unit. Newly hired employees shall be considered probationary for a period of ninety (90) days from the date of employment unless extended, in which case the extension shall be in consecutive intervals of up to thirty (30) days each and not to exceed sixty (60) days, and shall not be subject to the grievance and arbitration process contained herein for matters of discipline or discharge during any portion of the probationary period.
- 2.3 All job classifications created by the City during the term of this Agreement, which are not included in Appendix-"A" are excluded from the Union's Bargaining Unit unless and until authorized representatives of the City and the Union agree, in writing, to include the classification in the Bargaining Unit and this modification to the unit is recognized by the Public Employee Relations Commission.

### **ARTICLE 3 MANAGEMENT RIGHTS**

- 3.1 Except as specifically abridged by any provision of this Agreement, the City reserves and retains all of its normal and inherent rights with respect to Management of its affairs in all respects in accordance with its responsibilities, whether exercised or not, including but not limited to its rights to determine and from time to time to re-determine the number, location and type of work forces, facilities, operations, and the methods, processes and equipment to be employed, the scope of services to be performed, the method of service, the schedule of work time, to contract and subcontract existing and future work not to adversely affect the personnel work force; to discontinue conduct of its mission or operations in whole or in part; to determine whether and to what extent the work required in its operations shall be performed by employees covered by this Agreement; to transfer its work from or to, either in whole or in part, any of its work forces or facilities and locations; to determine the number, types and grades of positions or employees assigned to an organization or unit, department or project; to establish and change work schedules, assignments and facility locations; to hire, transfer, promote and demote employee; to layoff, terminate, or otherwise relieve employees from duty for lack of work or other legitimate reasons; to suspend, discharge, or discipline employees for cause; to use supervisors or other City employees to perform work of the kind performed by employees of the unit; provided employees of the unit are not adversely affected; to alter, discontinue or vary past practices and otherwise to take such measures as management may determine to be necessary for the orderly, efficient and economical operation of the City.
- 3.2 While the City reserves its right to determine the number, types and grades of positions, the Union may submit a request to review up to two (2) designated classifications per year for duties, responsibilities, education and/or experience, certification and/or licensure, and working conditions to determine appropriate grade. Such requests are to be submitted to the Human Resources Division Manager in February of each year and will be subject to the same review process as department-originated reclassification requests. Requests to review a particular classification may not be made more frequently than once each three (3) years.
- 3.3 The provisions of the City's officially adopted Policy and Procedures Manual as from time to time amended, as well as other Personnel Directives will be applicable to the members of the Bargaining Unit in all areas not specifically addressed by the Agreement.

## **ARTICLE 4 UNION RIGHTS**

- 4.1 The City recognizes the right of the Union to appoint an agreed upon number of employees to act as stewards. Union Stewards shall be designated at a unit-wide ratio not to exceed one (1) steward for every twenty-five (25) employees in the Bargaining Unit. It is recognized that specific shift and geographical locations may result in representation at a localized rate other than this ratio.
- 4.2 The Union shall furnish management a list of stewards' names and their assigned areas and keep the list current at all times and prior to the stewards assuming duties. The Union will keep the City advised in writing of appointment changes by filing same with the Human Resources Division, Labor Relations Section.
- 4.3 Where, in the opinion of the Union, it is reasonable and necessary for an agent of the Union, other than a local Union officer, steward or representative of LIUNA Local No. 678, or other than an employee on the shift to enter the City's property or buildings to investigate a filed grievance or to conduct other Union business, such agent shall first secure permission from Human Resources Division Manager or designee, then may arrange a mutually satisfactory date and time for the visit.
- 4.4 The Union agrees that no employee, steward or any other person or persons will solicit membership, collect Union monies or distribute Union material during working hours. A Union steward will act on grievances only in the area for which he was selected and designated.
- 4.5 The Union may designate one of the appointed stewards to act as Chief Steward. It is understood that the Chief Steward, or designee, will act outside of his own division in the absence of the steward serving the work area or where the grievant has expressed discontentment with the area steward where the grievance arose for the action, upon making arrangements with his own Division Manager or designee and the supervisor of the work area involved. The Chief Steward may also process a grievance outside of his own division upon request of the Union Business Agent and with concurrence of the Labor Relations Section. Upon written notification, and approval by Labor Relations, the Union may request steward allocation be reassigned from one location to another provided the number of stewards does not exceed the ratio of one (1) steward for every twenty-five (25) employees in the Bargaining Unit.

- 4.6 Management is to notify an employee when the purpose of a meeting is to investigate a matter that could result in disciplinary action. If requested by the employee, the area's assigned Union Steward may accompany the employee to said meeting. A Steward who is required to attend said disciplinary meeting that goes beyond his normal work schedule or to attend a meeting on his normal day off will be paid for all hours while attending the meeting.
- 4.7 The City will notify the Union Business Manager and Chief Steward in writing of any proposed changes to the provisions contained in the City's Personnel Policies and Procedures manual which affects the bargaining unit's terms and conditions of employment. Such notices shall be made no less than thirty (30) calendar days before the proposed change is reviewed by the City's Operations Committee. The Union Business Manager will also be provided copies of all changes and updates to the Personnel Policies and Procedures manual ratified by the Orlando City Council. The Division Stewards and Union Business Manager will receive from the respective Division, a copy of written operating procedures or Personnel Policy changes that affect Bargaining Unit employees.
- 4.8 The Union shall be allowed one representative in attendance at all new employee orientation meetings involving Bargaining Unit personnel. Such attendance shall be for the sole purpose of introducing the merits of Union membership to eligible employees. The City will furnish to the Union a monthly report, in electronic format, listing all bargaining unit employees hired in the preceding month. The report shall include the employee's name, address (except if proscribed by law), hire date, position, department, division, program, pay grade, pay rate, and employee ID number.



## **ARTICLE 5**

### **EMPLOYEE RIGHTS**

An employee covered by this Agreement shall have the right to join, or refuse to join the Union without interference, coercion or intimidation by either the City or the Union.

## **ARTICLE 6**

### **UNION STEWARD ACTIVITY**

- 6.1 This Article outlines the duties and responsibilities of Union Stewards in performing their functions as Union representatives. The appropriate Union Steward and Union office will receive a copy of any written disciplinary action given a Bargaining Unit member. Before filing a grievance, the Union Steward may have a consultation with the supervisor. When requested by an aggrieved employee after the filing of a formal grievance, a Union Steward in the employee's department shall be granted reasonable time off with pay during working hours to investigate the grievance after notification and approval of his most immediate supervisor outside the Bargaining Unit. The Union steward shall not interrupt or interfere with the normal work activity of the department during the investigation. The Union shall guard against the use of excessive time for authorized Union Steward activities. The City and the Union recognize that adherence to established schedules are compelling commitments, which may, at times, delay or postpone the investigation of a grievance.
- 6.2 If permission to investigate a grievance is initially denied, the Union Steward shall be given the reason for the denial in writing, and shall be told when permission to investigate can reasonably be expected. Permission shall be given orally to the Union Steward provided the oral authorization insures adequate controls of the Union Steward's time; otherwise, written permission will be required. The Union Steward shall report to his immediate supervisor upon return to work, unless prior consent not to do so has been secured.
- 6.3 All Union Stewards shall be employees in the Bargaining Unit who have satisfactorily completed their initial probationary period.
- 6.4 The Union steward shall not investigate or present grievances on premium time. No employee shall function as a Union Steward while on an unpaid leave of absence. Union Stewards, as well as all other City Bargaining Unit members, are subject to all City rules, regulations and policies regarding the conduct of employees of the City of Orlando.
- 6.5 When it is necessary for a Union Steward to enter an area other than his own for the purpose of investigating a grievance or for other Union business authorized by this Agreement, the Union Steward shall, after approval of the Chief Steward and concurrence by the Labor Relations Section, inform the area's Supervisor or designee and state the

nature of his business prior to entering the area, to assure that it is not disruptive to any work in progress.

- 6.6 If the City believes that a Union Steward is taking an unreasonable amount of time to investigate a grievance, the Human Resources Division Manager shall have the right to investigate the matter and request that the Union stop the Union Steward's excessive activity or replace the Union Steward with another Union Steward. Upon receipt of a request under this provision, the Union shall use every reasonable effort to stop the excessive activity or replace the Union Steward with another Union Steward.
- 6.7 The Chief Steward may, upon making a request of, and obtaining approval by his supervisor at least forty-eight (48) hours in advance, attend a Third Step Hearing. Said attendance during normal working hours shall be in a pay status. The Chief Steward shall be notified by the Labor Relations Section, orally or in writing, at least seventy-two (72) hours in advance of each and every Third Step Hearing concerning unit members.
- 6.8 Union Stewards or other designees of the Union shall, upon request of the Human Resources Division Manager, be granted time off with pay for Union business. No more than four (4) employees shall be off at one time. Total time allocated for such purposes will not exceed 40 man-days per calendar year. In no event shall such time be spent in campaign activities in support of any candidate for elected public office.

## **ARTICLE 7**

### **NON-DISCRIMINATION**

- 7.1 The Union and City shall comply with all City, State and Federal discrimination laws and agree not to discriminate against any employee covered by this Agreement regarding the terms and conditions of employment including promotions and training on the basis of and including but not limited to race, color, creed, gender, sexual orientation, age, disability and national origin.
- 7.2 As the English language lacks a generic singular pronoun signifying both she and he, this agreement follows the customary and grammatically sanctioned use of masculine pronouns to refer to persons of either sex.
- 7.3 Complaints regarding unlawful discrimination, harassment, and/or retaliation (excluding discrimination, harassment and/or retaliation cases arising from union activities) shall not be subject to the grievance and arbitration procedures in this Agreement. Such cases or complaints shall be handled exclusively by the local, state or federal agencies having jurisdiction over the applicable laws governing such allegations.

## **ARTICLE 8**

### **DUES DEDUCTION**

- 8.1 An employee, permanent full-time or permanent part-time, covered by this Agreement, may authorize payroll deduction of Union membership dues by signing a payroll Employee Deduction Form. All new union members need to complete an employee deduction form for union dues which must be accompanied with a copy of the union card. An employee may revoke any previous authorization by so designating on the Employee Deduction Form. Two (2) copies of the form will be filed with the Human Resources Division Manager. The City will advise the Union, in writing, the name and work location of any person who revokes Union Dues Deduction authorization.
- 8.2 The Union will notify the City, in writing, of the amount of its membership dues. Changes in Union membership dues will be provided to the City, in writing, at least thirty (30) days in advance of the effective date of any change.
- 8.3 When authorized by the employee pursuant to Article 8.1, dues shall be deducted each pay period and the monies shall be remitted to the Union within thirty (30) days. Dues will be deducted equally from each pay period.
- 8.4 The effective date for deducting dues shall be the beginning of the pay period following the date the Employee Deduction Form is signed and received by the Human Resources Division. The effective date for the stopping of dues deductions shall be the beginning of the pay period thirty (30) days following the date the form is signed and received by the Human Resources Division.

## **ARTICLE 9**

### **WORK INTERRUPTIONS**

- 9.1 The Union shall not, under any circumstances, or for any reason, or in sympathy with, or in support for other employees or unions, call, encourage, authorize, ratify or engage in any strike, slowdown, boycott or other job action resulting in an interruption of work during the term of this Agreement.
- 9.2 The City will not lock out employees covered by this Agreement.
- 9.3 The City shall have the right to discipline, up to and including discharge, any employee who instigates, encourages, participates in or is otherwise involved in any strike, slowdown, boycott or other job action against the City or who takes any action to curtail work, restrict services or interfere with any operations of the City.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

- 10.1 The purpose of this article is to establish a procedure for the fair, expeditious and orderly processing of grievances and is to be used only for the settlement of disputes between this City and an employee, or group of employees. A formal grievance is a written dispute, claim, or complaint arising under this Agreement. Grievances are limited to matters of interpretation or application of the provisions of this Collective Bargaining Agreement. The person(s) filing the grievance shall be identified as the Grievant.

Employee grievances will normally involve circumstances particular to an employee, which constitute an alleged contract violation or appeal of a disciplinary action, and may be submitted by the employee or a Union Steward.

A Class Action Grievance will involve broad policy issues arising from contract application and interpretation and may be submitted by the Union, as the exclusive representative of employees covered by this agreement. A Union Class Action Grievance shall be initially filed at Step Two within ten (10) working days from the date of the alleged contract violation. .

A grievance must be presented to the appropriate management representative and will be considered filed at the time it is so presented.

- 10.2 Nothing in this Article or elsewhere in this Agreement shall be construed to permit the Union to process a grievance on behalf of any employee without his consent. The following Rules of Grievance Processing shall constitute the sole method by which a grievance may be filed and processed. Failing to strictly adhere to these rules shall constitute a waiver of the right to grieve by any potential Grievant.

A. The name of the Union Steward assisting the Grievant shall be filed in writing, with the original grievance and the City shall not be obligated to communicate with any other person representing the employee in the adjustment of the grievance. If the Grievant is not represented by the Union, the City shall only be required to communicate with the Grievant or the Grievant's representative.

B. Time periods at any step of the Grievance Procedure shall be extended by timely written mutual agreement of the persons representing the City and Union at that step.

- C. A grievance shall be dated and signed by the Grievant. Where the City's representative exercises the option not to render a decision on the grievance he shall state on the grievance, "Grievance to be moved to the next step", and sign, date and return to the Grievant. Grievance decisions shall be delivered to the Grievant, in writing, and shall be dated and signed by the City's representative at that step.
- D. A grievance, which is not advanced to the next step within the time limit provided, shall be deemed by the City and the Union to have been settled on the basis of the most recent decision. If the City's representative fails to respond to the grievance within the time limit set forth in any step the grievant shall be entitled to immediately proceed to the next step.
- E. No grievance hearing at any step will commence less than 1.5 (one and a half) hours prior to shifts ending unless mutually agreed to by the Union and management. Grievance hearings for employees on a Task Assignment shall begin as soon as practical after the grieving party has completed his task work and other parties necessary to this hearing are available. The hearing shall not be unnecessarily delayed.
- F. All authorized days off shall not be counted in computing time limits under this Article.
- G. A written grievance shall be filed on a Grievance Form provided by the City (Appendix C) and shall set forth the following:
  - 1) A statement of the essential facts of the grievance, as known by the Grievant, including the date of the occurrence.
  - 2) The article(s) and sections(s) of the bargaining agreement or applicable City policy and procedure alleged to have been violated.
  - 3) The remedy sought.

Grievance forms submitted which do not contain the above information (items 1 to 3) and are incomplete shall be returned to employee(s) or the Union to be re-filed within seven (7) workdays in order to be considered timely filed.

- H. No grievance form may be amended from the original written grievance as filed or



as re-filed at the initial step of the grievance procedure.

- I. Any grievance which is not received within the time limits established by this Article and/or which does not comply with the procedures and requirements of this Article shall be considered waived and withdrawn by the employee and/or the Union.
- J. No provision herein shall be construed to prohibit the Grievant from representing himself or from choosing any other representative excluding elected officials and members of the City Attorney's staff, as his grievance representative.

**10.3 The formal Grievance Procedure is as follows:**

**Step One**

The grievant shall present his grievance to the supervisor designated by the appropriate Division Manager or, if no supervisor is so designated, the Grievant shall present his grievance to his most immediate supervisor outside the Bargaining Unit. The grievance shall be presented in writing within ten (10) working days of the date on which the grievant should, in the exercise of reasonable diligence, have become aware of the facts constituting the grievance. The Grievant or the supervisor may request that a Union steward or local Union representative be present at the time the grievance is filed or at any discussions thereafter. Discussions will be informal so that differences can be settled, if possible, in the simplest and most direct manner. The supervisor may, at his discretion, meet with the employee and his representative and shall communicate his decision in writing to the grievant within five (5) working days after the date on which the grievance was filed.

**Step Two**

If the grievance is not settled at Step One and the Grievant wishes to proceed further with the grievance, Grievant shall file the grievance with the Division Manager, or the Division Manager's Designee, within five (5) working days of the decision of the supervisor in Step One. The Division Manager, or designee, shall hold a meeting with the grievant within five (5) working days of the filing of the grievance. A Union steward or local Union representative, at the Union's option, and no more than three (3) witnesses whom the Grievant reasonably believes to be necessary may attend the meeting. City witnesses called to testify will be limited to three (3). The Division Manager, or designee, shall hear statements from the Grievant, the supervisor, and the witnesses, if any. The Division

Manager, or designee, may question the Grievant, the supervisor, and the witnesses on all matters pertinent to the grievance issue(s). The Division Manager, or designee, shall render a written decision and notify the Grievant of the decision not later than the fifth (5th) working day following the meeting. If the Division Manager was a participant in or witness to the facts constituting the grievance, the Division Manager may request the Department Director to hear Step Two. If the grievance is not the result of acts or actions of the Grievant's supervisor outside the Bargaining Unit, or if the grievance is presented on behalf of a group of employees, the Division Manager shall act as the immediate supervisor outside the Bargaining Unit (Step One) and the Department Director shall hear the grievance at Step Two.

### **Step Three**

If the grievance is not settled at Step Two and the Grievant wishes to proceed further with the grievance, the Grievant shall file the grievance with the Human Resources Division Manager within five (5) working days of the decision in Step Two. A Hearing Officer, appointed by the City's Chief Administrative Officer, shall conduct a Step Three hearing within twenty (20) working days after the grievance is filed. The Hearing Officer shall review all the testimony, all written documents from the previous steps, and all other facts then relating to the known grievance. No more than three (3) witnesses may be called by either party to present the facts constituting the grievance. The Hearing Officer may call additional witnesses. Grievant shall be notified of the Step Three decision not later than the twentieth (20th) consecutive day following the meeting. The Hearing Officer may appoint a designee in the event of his unavailability to conduct the hearing. In no event shall the Hearing Officer or his designee be the Division Manager or Office Director who rendered the decision at Step Two.

- 10.4 In cases of termination, the grievance process shall commence at Step Two.
- 10.5 If the decision at Step Three is adverse to Grievant, the grievance may be processed further through the Arbitration procedure contained in Article 11, provided the Union approves the submission of the grievance to arbitration. The Union is the sole determinant of which grievances shall be processed through the arbitration procedure contained in Article 11.

## **ARTICLE 11**

### **ARBITRATION**

- 11.1 Grievances, which have not been settled under the procedures provided in Article 10, Grievance Procedure, may be appealed to Arbitration.
- 11.2 Not later than the tenth (10th) day following receipt of the Third Step decision, the Union shall deliver to the Human Resources Division Manager, by registered or certified mail, a written notice of its intent to submit the grievance to Arbitration. The notice shall contain the information required by Article 10, Grievance Procedure 10.2, Rule G (1-3), and shall include a statement of the Union's arguments with respect to the arbitral issue.
- 11.3 Within ten (10) business days of having notified the City of its intent to arbitrate, a letter shall be directed by the Union, with a copy to Labor Relations, to the Federal Mediation and Conciliation Service requesting a list of no less than (5) persons experienced in the subject matter to be arbitrated. Upon receipt of the list, but no more than five (5) days after receipt, the Union and City shall make an arbitrator selection. The Union and the City will alternately eliminate one at a time from said list of person's not acceptable until only one remains. The remaining person shall be the arbitrator. The City and the Union will alternate the right to strike the first (1st) name in successive arbitrations. The City shall contact the arbitrator and establish a mutually agreeable date and time for the arbitration hearing. If a mutually agreeable time cannot be arranged with the selected arbitrator, the parties may elect to use the initial list sent by Federal Mediation and Conciliation Service or request another one to select another arbitrator.
- 11.4 As promptly as possible after the arbitrator has been selected, the arbitrator shall conduct a hearing to consider the grievance. The arbitrator shall be required to use his best efforts to rule within twenty-one (21) calendar days after the hearing, or the filing of briefs if applicable.
- 11.5 Unless otherwise mutually agreed in writing, the matter submitted to the arbitrator shall be based upon the initial written grievance submitted in the grievance procedure.
- 11.6 The power and authority of the arbitrator shall be strictly limited to interpretation of the express provisions of this Agreement as these provisions apply to the issues contained in the written grievance initially submitted (or as amended in accordance with 11.5, above). The arbitrator shall not have the authority to add to or subtract from or otherwise modify

any of the provisions of this Agreement; to limit or impair any right that is reserved to the City or the Union, or to establish or change any wage, rate of pay, or other economic benefit in this Agreement.

- 11.7 A decision of an arbitrator or of the City in a particular grievance shall not create a basis for retroactive adjustment of any other grievance, which could have been filed but was not filed.
- 11.8 Subject to 11.5 above, the decision of the arbitrator is final and binding on the City, the Grievant, the Union and all Bargaining Unit employees and the grievance shall be considered permanently resolved. The decision of the arbitrator shall be in writing and shall be delivered to the City and the Union.
- 11.9 The expenses of the Arbitration proceeding shall be borne by the losing party for cases involving termination. In all other cases, the expenses of the Arbitration proceeding shall be determined by the Arbitrator based on the merits of the grievance. The City and the Union shall make their own separate arrangements for, and pay the witness fees or lost wages of, those witnesses whom they desire to be present at the Arbitration proceeding. Each party shall bear all costs of preparing and presenting its own case. Either party desiring a record of the proceedings shall pay for the record and/or stenographic services. If either party postpones or cancels the Arbitration proceeding, that party shall be responsible for one hundred percent (100%) of any fees or expenses.
- 11.10 All claims for back wages shall be limited to the amount of ordinary wages that the employee otherwise would have earned from employment by the City, including any normal overtime, if employee has normally accepted overtime, shift differential, tool allowance, longevity and wage increases, less workers' compensation, unemployment benefits, and wages or income from other employment, and shall not extend retroactively more than ninety (90) days prior to the initial grievance filing date.
- 11.11 Any retroactive adjustment, settlement, or award shall be determined by the arbitrator pursuant to Section 11.9.

## **ARTICLE 12**

### **BULLETIN BOARDS**

- 12.1 The Union may provide and use designated lockable Bulletin Boards at each working location, not to exceed twenty-five percent (25%) of the space available on the Bulletin Boards. Space for one (1) Bulletin Board shall be available at each work location.
- 12.2 Matter posted on the Bulletin Boards designated for use by the Union shall pertain only to Union business and activities and shall be signed by the Union Steward posting the information. No posted matter shall pertain to any political or controversial subject or reflect badly on the City, its officers, employees, or employee organizations.

## **ARTICLE 13**

### **PERSONAL LEAVE/SICK LEAVE**

- 13.1 Personal leave is paid time off granted to an employee for purposes of taking planned annual leave, dealing with personal business, recovering from illness or injury, and care and attend to a member of his family, or a dependent minor and who is afflicted with a serious illness or injury and only when no other person is available to care for said dependant(s), or the hospitalization of such family members, without loss of pay or benefits. Personal leave shall begin to accrue from the first (1st) full week of employment.
- 13.2 Bargaining unit employees shall earn and accrue annual personal leave in accordance with following schedule:
- A. From the employee's date of hire or adjusted date of hire up to the employee's fourth (4th) anniversary 2.62 hours per week (one hundred thirty-six (136) hours per year).
  - B. From the fourth (4th) anniversary up to the ninth (9th) anniversary, 2.93 hours per week (one hundred fifty-two (152) hours per year).
  - C. From the ninth (9th) anniversary up to the fifteenth (15th) anniversary 3.39 hours per week (one hundred seventy-six (176) hours per year).
  - D. From the fifteenth (15th) anniversary up to the twenty-fourth (24th) anniversary 3.77 hours per week (one hundred ninety-six (196) hours per year).
  - E. Beyond the twenty-fourth (24th) anniversary 4.16 hours per week (two hundred sixteen (216) hours per year).
  - F. Permanent part-time employees working a minimum of 20 hours per week will accrue personal leave at one-half (1/2) the above schedule.
- 13.3 Accrued Personal Leave is leave earned that is unused at any given time. There shall be a one thousand (1000) hour maximum on the accrual of Personal Leave. Personal Leave accrued in excess of one thousand (1000) hours shall be forfeited commencing with the first (1st) full pay period of the new calendar year. Employees who have scheduled leave to prevent forfeiture of hours accrued in excess of accrual cap, and due to extenuating circumstances, (not within the control of the employee) cannot take the scheduled leave, may request through their Division Manager and Department Director for reinstatement of

hours forfeited. Personal Leave shall not accrue if an employee is in a non-pay status during the entire payroll week. Personal Leave may be granted in one-tenth (1/10) of an hour increments or more.

13.4 Personal Leave shall not be granted until the employee has completed a minimum of ninety (90) days continuous permanent service.

13.5 Personal Leave scheduling shall be accomplished at the discretion of the Division Manager or Department Director. Every reasonable effort will be made to honor such requests.

A. Requests for personal leave of four (4) days or less must be submitted twenty-four (24) hours in advance of the requested day(s) off. Should two or more employees submit personal leave requests on the same day for the same period of requested time off, the person with the most City seniority will control. A person requesting personal leave time off under this section will not be allowed to use City Seniority to control over a person who has requested and been approved for annual leave under sub-section "C" of this section (13.5) for the same period of time.

B. Requests for personal leave of five (5) or more days must be submitted no less than five (5) consecutive workdays in advanced of the requested days off. Should requests for overlapping periods of leave be made, City seniority will control over personal leave requests under sub-section "C" of this section (13.5).

C. After a leave request is submitted, the employee will normally be notified within seventy-two (72) hours, (three working days), as to whether the leave request is approved/disapproved. This notification period can be longer if the approving supervisor is absent from work. In keeping a fair and equal annual personal leave schedule the following guidelines will apply. Employees are requested to submit for annual personal leave no earlier than ninety (90) calendar days prior to the expected time to be off. If two or more employees submit for annual personal leave beginning with the earliest submitted date (ninety (90) calendar days prior), the person with the most City Seniority will control. Any person who submits for personal annual leave less than ninety (90) calendar days prior to their planned time off will have City Seniority control from the date the leave request is submitted but will not be allowed to use City Seniority over someone who has already submitted a personal leave request for the same period of time off. Employees who

submit and are approved for personal leave requests under this section will not be affected by anyone who has seniority and requests time off under sub-sections "A" & "B" of this section (13.5). The City departments will maintain a posted schedule of approved personal leave requests.

- 13.6 Employees may request the use of accrued unused Personal Leave for emergency purposes. Such emergency requests will not be unreasonably denied or count as an incident of unexcused absence but may be subject to verification and potential discipline if a pattern of apparent abuse develops.
- 13.7 Utilization of personal leave is discussed further in the attached "Utilization of Leave" (Appendix "B") at the end of the contract, which is adopted as part of this agreement.
- 13.8 When a holiday falls within an employee's Personal Leave period, the holiday shall not be charged to the employee's Personal Leave.
- 13.9 Employees shall be allowed to "buy down" a maximum of eighty (80) hours of personal leave throughout the calendar year provided they have at least one hundred (100) hours of leave accrued after the "buy down" and amount of "buy down" is at least twenty (20) hours.
- 13.10 An employee shall be paid at the straight-time rate for accrued unused Personal Leave, less any bona fide indebtedness to the City, upon resignation, retirement, or any other termination, except when termination occurs in the first (1st) ninety (90) days of employment in which case it shall be forfeited.
- 13.11 The estate of an employee who dies while in permanent full time employment by the City shall be paid the cash equivalent value, less any bona fide indebtedness to the City, of the late employee's accrued but unused Personal Leave.
- 13.12 Sick leave may be granted for:
  - A. Incapacitation by reason of illness or injury.
  - B. Medical, dental, optical examination or treatment.
  - C. Jeopardizing the health of co-workers due to exposure to a contagious disease.



- D. Care and attendance to a member of his family, defined as, spouse, parent, child or a dependent minor and who is afflicted with a serious illness or injury and only when no other person is available to care for said individual(s), or the hospitalization of such family members.

The immediate supervisor may authorize an employee to be absent due to any of the reasons outlined above; failure of the employee to secure this authorization shall be cause for denial of sick leave pay for the period of absence.

- 13.13 An employee's frozen Sick Leave balance may be accessed after the fourth (4th) consecutive workday missed or after four (4) aggregate workdays missed in any 365 day period as the result of personal injury or illness or to tend to an incapacitated member of the family. Sick leave (for those employees with a frozen sick leave bank) may be accessed immediately for personal illness, injury, or tend to an incapacitated member of the family as defined in 13.12 D, when said employee's personal leave balance has been exhausted. Otherwise sick leave use will be used following the guidelines contained herein.
- 13.14 No employee shall misuse or misrepresent any illness or injury or deceive any other employee, supervisor, or any representative of the City as to his real condition for the purpose of remaining away from scheduled work assignments. Misuse of sick leave shall result in disciplinary action. All sick leave usage may be subject to documentation. All absences in excess of three (3) consecutive working days must be supported by medical justification.
- 13.15 Information concerning sick leave hours accumulated shall be provided to all bargaining unit personnel on their paycheck stubs.
- 13.16 Medical clearance: an employee, upon returning to work from an absence due to illness or injury in excess of three (3) consecutive work days or more may be required to report to a City-designated medical provider for medical clearance. The City-designated medical provider may require the employee to sign a medical release. Such release will permit the City-designated medical provider to contact the employee's private physician for information. Failure of the employee to sign this statement when requested is grounds for disciplinary action up to and including dismissal.

- 13.17 An employee who retires from City employment meeting qualifications to receive immediate retirement benefits under an official City Pension Plan or who had been a regular full time employee for twenty (20) years or more, shall be paid for one-third (1/3) of the value of the total amount of sick leave credited to him on the date he leaves City employment.

A City employee retiring with twenty-five (25) years of service shall be paid for one-half (1/2) the value of the total amount of sick leave credited on the date leaving City employment. Such payments shall not exceed seven hundred (700) hours unless this limit is adjusted upward for non-represented General Employees during the term of this agreement in which case the higher limit shall apply.

- 13.18 If an employee dies during employment by the City, the employee's estate shall receive the cash equivalent amount of one half (1/2) of the value of the sick leave accrued by the employee at the time of death. Such payment will not exceed the equivalent of seven hundred (700) hours at the deceased employee's base hourly rate of pay. Should the employee die of a duty related injury, the deceased employee's estate shall receive the full value of sick leave accrued by the employee at the time of death.

- 13.19 Payment of sick leave to a qualified terminating, or retiring employee or to a deceased employee's estate shall be at the employee's base hourly rate and shall be subject to any bona fide indebtedness to the City.

## **ARTICLE 14**

### **BEREAVEMENT LEAVE**

- 14.1 In the event of a death in a non-probationary employee's immediate family, the employee will be granted, upon request, up to five (5) consecutive working days off with pay. The five (5) consecutive working days will start at the employee's option on the day of death or the day following the day of death. In the event the funeral does not fall within the above-mentioned time period, and if the employee did not use a Bereavement Leave benefit, the employee will be granted up to five (5) consecutive working days to attend the funeral.
- 14.2 All non-probationary employees shall be eligible to receive straight-time pay only for all regular hours that the employee would have normally worked during the Bereavement Leave period. The Division Manager may request that the employee provide satisfactory proof of death of the immediate family member. If a holiday occurs while an employee is on Bereavement Leave, the employee will receive compensation for the holiday only.
- 14.3 For purposes of this Article, "immediate family" is defined as the employee's mother, father, sister, brother, son, daughter, spouse, mother-in-law, father-in-law, grandparent or spouse's grandparent, grandchildren, stepfather, stepmother, stepchild, legal guardian or ward.

## **ARTICLE 15 HOLIDAYS**

- 15.1 The City observes the following paid dates or Holidays, but reserves the right to schedule work on these days. Employees in the Bargaining Unit shall observe the following dates or Holidays subject to the City's right to schedule any employee to work on these days:

### **HOLIDAYS**

January 1.....	New Year's Day
Third Monday in January .....	Martin Luther King Day
Last Monday in May .....	Memorial Day
July 4 .....	Independence Day
First Monday in September.....	Labor Day
Fourth Thursday in November.....	Thanksgiving Day
Fourth Friday in November.....	Day After Thanksgiving
December 24.....	Christmas Eve
December 25.....	Christmas Day
See Article 15.4 .....	Floater Holidays (3)

- 15.2 To qualify for Holiday pay, an employee must work the last scheduled shift before and the first scheduled shift after the observed Holiday, or itself, or be in a previously approved paid leave status or submit documentation of the absence, within forty-eight (48) hours of return, satisfactory to the employee's supervisor. Employees on extended workers' compensation shall not receive Holiday pay.
- 15.3 When a Holiday is observed on an employee's scheduled day off and the employee is required to work on that day, the employee shall be paid for the Holiday and for the actual hours worked. When a Holiday is observed on an employee's scheduled day off and the employee does not work on that day, the employee shall be paid for the Holiday only. If an employee is scheduled to work the observed Holiday and does not receive a day off in recognition of the Holiday at any other time during the same one (1) week work period, the employee shall be paid for the Holiday and any hours actually worked. Holiday hours not paid may be accrued as comp time at the employee's discretion. If the employee calls in sick, the employee shall be paid sick leave pay only.
- 15.4 An employee requesting to take a floater holiday must notify the Division Manager at least forty eight (48) hours in advance (excluding Saturdays and Sundays). Exceptions to this notice requirement may be made by the Division Manager. A floater holiday may be taken

on any day at the employee's discretion subject to approval of the Division Manager, based on work scheduling requirements. Floating holidays will be credited the first (1st) full pay period of the calendar year and may not be carried from one (1) calendar year to another. Newly hired bargaining unit employees will have their floater holidays prorated. Employees hired after January 1st of each year will be credited one floater holiday for every four (4) months of employment through the balance of the year. The four (4) months will start on the first of the month following employment. Floater holidays shall not be granted until the employee has completed the probationary period.

- 15.5 The purpose of Holidays is to grant employees a paid day off from their normal workweek. The observance of a Holiday may vary based upon the employee's actual work schedule. Employees scheduled to work the observed Holidays of Thanksgiving and Friday after Thanksgiving and Christmas Eve and Christmas Day will not be rescheduled during the same one (1) week work period to receive a day off in recognition of the Holiday, unless requested by employee and granted by management. During all other observed Holidays, as listed in 15.1, except floater holidays, if an employee is scheduled to work he will not be required, except for operational emergencies, to change his scheduled shift or days off from those scheduled with less than five (5) calendar days advanced notice.

Holiday hours not paid may be accrued as comp time at the employee's discretion. The City will notify the Union at least thirty (30) days in advance of any changes to the scheduled Christmas holidays.

## **ARTICLE 16**

### **COMMERCIAL MOTOR VEHICLE OPERATORS**

- 16.1 Bargaining unit employees with job descriptions requiring the possession of a Florida Commercial Driver's License (CDL) Class "A" to "C" will be required to submit to an annual physical examination and meet the physical standards as prescribed by the Florida statutes 316.302 for Intrastate CDL Drivers and as may be amended by the State of Florida. Employees may be disqualified from operating City vehicles unless they are found to be physically qualified by the City's Occupational Health Services Provider. The Medical Examiner's Certificate will be valid for two years provided physical standards continue to be met.
- 16.2 Employees whose job descriptions require them to operate City vehicles shall also report, to their Division Manager/Immediate Supervisor any suspension or revocation of license or any other change of license status or health condition which may affect their physical qualification to continue driving. Such report shall be made on the employees next working day. The Division Manager or designee shall report such license status or health condition changes to the City Health, Safety & Wellness Manager or designee. Failure to report such changes of license or health status will subject unit employees to disciplinary action up to and including termination.
- 16.3 A bargaining unit employee unable to meet the physical requirements for CDL driver as a result of an annual CDL driver's physical shall have the right to either lateral or downward movement to a vacant position within the bargaining unit, provided he/she is physically qualified to perform the job and still meets the current minimum qualifications for the job. The vacant position must be one the Department intends to fill. The Employment & Recruitment section of Human Resources will research all Department vacant positions and assist the employee in a citywide job search. The employee who is found unable to meet the physical requirements for a CDL driver by the Occupational Health Services Provider will have ninety (90) days to find another position.
- 16.4 Bargaining unit employees moving into another job as stated in 16.3 will maintain their current rate of pay provided it falls within the range of the position moving into. If the employee's rate of pay is above the maximum, of the new range, the rate will be lowered to the range maximum.
- 16.5 If bargaining unit employee is referred to their personal physician for additional information

as a result of a CDL driver's physical, the employee will be allowed to schedule and attend the appointment during working hours without having the time charged to personal leave. If a City physician refers an employee to a specialist or requests special testing as a result of a CDL physical, which is not subsequently covered by the employee health insurance carrier, the City will pay the cost, excluding co-payments.

- 16.6 Nothing contained in this article shall be construed to prevent the Department from requiring an employee to submit to a physical examination for fitness for duty determination at times other than an annual examination. If a City Physician refers an employee to a specialist or requests special testing as a result of a City physical, which is not covered by the employee health insurance carrier, the City will pay the cost, excluding co-payments.

## **ARTICLE 17**

### **SPECIAL MEETINGS**

- 17.1 The City and the Union agree to meet and confer on matters of interest upon written request of either party. The Human Resources Division Manager, or designee, may request and shall represent the City at Special Meetings. The Business Manager, or designee, may request and shall represent the Union at Special Meetings. The written request shall state the nature of the matters to be discussed and reasons for requesting the meeting. Discussion shall be limited to matters set forth in the request or other subjects which the City and the Union mutually agree to discuss.

Special Meetings shall not be collective bargaining sessions and shall not be used to renegotiate all or part of this Agreement. Special Meetings shall be held at a time and place upon which both parties mutually agree within ten (10) working days of receipt of the written request.

- 17.2 Labor-Management Committee

Fully recognizing Management Rights, the parties agree to establish a Labor-Management Committee for each City of Orlando Division or sub-section thereof comprised of an equal number of appropriate representatives from the bargaining unit employees and select levels of management to address ideas, problems and objectives of mutual concern. The number of committee members is not to exceed a total of eight (8).

The objectives of these committees are to provide opportunities for employee involvement in such areas as addressing and solving operational problems, fostering ideas of innovation, establishing positive communications between bargaining unit members and management, improving business productivity, its cost effectiveness, and quality of service. The committees shall meet no less than quarterly unless mutually agreed by both parties to meet more often or on an as needed basis. Such meetings shall be held during normal working hours of the respective business operation. Either party may initiate a request for a meeting based on the objectives for the committee. Requests for meetings, more often than quarterly, must be approved by the appropriate Division Manager. Such requests shall be in writing with copies forwarded to the Business Manager of the L.I.U.N.A., Local 678, the Human Resources Division Manager, and the Labor Relations Section. The Human Resources Division Manager and/or designee may attend these meetings as deemed necessary. The written requests for committee meetings shall



specify the agenda items for discussion and the reason(s) for the request. It is understood by the parties that these meetings shall not be collective bargaining sessions or used to renegotiate the Agreement.

## **ARTICLE 18**

### **SAFETY & HEALTH**

- 18.1 The City shall comply with federal, state and local legislation concerning safety, health, sanitation, and working conditions. The City and the Union shall cooperate in an effort to eliminate accidents and health hazards and shall comply with enforcement of provisions of the City's Risk Management Safety Plan.
- 18.2 Protective devices, wearing apparel, and other equipment necessary or required to protect the employee from injury shall be provided by the City. Such items may be improved from time to time by the City upon recommendations from the City's in-house safety representatives, the Union office, or the City Safety and Health Committee. Protective devices, apparel and equipment, when provided, must be used by the employee. An employee's failure to obey safety regulations or to properly use and maintain safety devices provided by the City shall be just cause for disciplinary action up to and including discharge. The City shall furnish replacement safety equipment if the worn or damaged equipment is returned to the City.
- 18.3 The City shall reimburse employees for lost or damaged personal prescription glasses resulting from work related injury or accidents. Any such repairs or replacement shall not be paid more than once a year and may not exceed One Hundred Twenty-Five Dollars (\$125.00). Payment shall not be made for loss or damaged prescription glasses resulting from carelessness, neglect or horseplay. Any claim for lost or damaged glasses shall be initiated by filing the City's Accident and Injury Report, for review and determination by the Risk Management Section. Proof of purchase or repair must be submitted prior to reimbursement.
- 18.4 The City agrees to provide uniforms. These uniforms are required to be worn by the employee. The City agrees that replacement uniforms, if necessary, shall be in good condition and appearance.
- 18.5 If an employee is transferred or otherwise leaves the department which furnished the uniforms or safety equipment, the employee shall promptly return all uniforms and safety equipment to that department or pay for missing equipment or uniforms.
- 18.6 Bargaining Unit employees are required to wear safety shoes. Employees working in departments not requiring safety shoes will be exempt from this Section. All safety shoes

must comply with the minimum American National Standards Institute (ANSI) safety criteria. Newly hired employees, subject to safety shoe requirements, will have to supply their own safety shoes while on their probationary period. Post probation, newly hired employees will qualify for safety shoes as provided here in. The City shall reimburse employees or directly pay the City's contracted safety shoe vendor the cost of employee safety shoes not to exceed one hundred and fifty dollars (\$150.00), in any fiscal year, October 1st to September 30th. Those employees in Solid Waste task force, Wastewater crews, Asphalt and Concrete crews, and Automotive Mechanics shall be reimbursed or the City directly pay the City's contracted safety shoe vendor the cost of employee safety shoes not to exceed one hundred eighty dollars (\$180.00), in any fiscal year, October 1st to September 30th. Should an employee elect to repair his existing safety shoes in lieu of purchasing new ones, the City will provide up to Forty Dollars (\$40.00) for said repairs no more frequently than every four (4) months. Employees failing to wear safety shoes may, at the supervisor's discretion, be suspended without pay for not wearing safety shoes during work hours. Repeated failure to wear safety shoes is grounds for further discipline, up to and including discharge.

Employees who purchase safety shoes through the City's contracted safety shoe vendor and do not exceed the applicable maximums stated above (\$150.00 or \$180.00) may purchase work socks, insoles, or other podiatric devices through that vendor, up to the applicable maximum.

- 18.7 The Union shall appoint two (2) representatives to the City's Safety & Health Committee.

## **ARTICLE 19**

### **JURY DUTY**

- 19.1 Employees shall be granted time-off with pay for Jury Duty upon prior presentation to the immediate supervisor outside the Bargaining Unit satisfactory evidence that the employee has been called for Jury Duty. The employee shall be paid for scheduled Jury Duty falling within the employee's scheduled work hours. Employees working the night shift will have their schedule changed to day shift, schedule permitting, provided he is selected to participate as a juror in a case extending more than one (1) scheduled workday.
- 19.2 If an employee is released from Jury Duty four (4) hours or more before the end of the employee's scheduled shift or actual task for that workday, the employee shall report to his work site within one and one-half (1½) hours after being released, or as an alternative call his supervisor, request and be granted Personal Leave for the balance of the shift.
- 19.3 An employee who is not a plaintiff or defendant in a case, and who is compelled by subpoena to appear for a judicial proceeding, shall be granted excused absence with pay and the payroll sheet marked (J.P.). For subpoenas relating to personal or family matters, the employee may use accrued Personal Leave time.

**ARTICLE 20**  
**CITY VEHICLES AND VEHICLE CAMERAS**

- A. The City reserves the right to review triggering event video footage of vehicle cameras in City vehicles to determine whether employees have committed infractions of the policies set forth in City Policy and in this Article. Any infractions discovered may lead to coaching, training and/or disciplinary action depending upon the nature, severity and repetitive nature of the infraction. In the event disciplinary action is taken, it will be administered in accordance with the progressive disciplinary provisions set forth in Article 22 of this Agreement, depending upon the severity or repetitive nature of the infraction.

1. **TEXT MESSAGING:**

Text messaging by the driver (whether sending, retrieving or reading) while a City vehicle is in motion or stopped at a traffic signal, is strictly prohibited.

2. **USE OF CELLULAR PHONE:**

Use of a cellular phone by the driver for calls while the City vehicle is in motion or stopped at a traffic signal other than for directional guidance using GPS or by hands free use ("Bluetooth" or similar voice-only use), is strictly prohibited. If it is reasonably and safely possible, the employee will pull off the road before any use of the phone.

3. **TAMPERING, DISABLING OR DESTROYING A VEHICLE CAMERA DEVICE:**

Drivers of City vehicles are strictly prohibited from improperly tampering, disabling or destroying a vehicle camera device installed in a City vehicle. Drivers of City vehicles are likewise strictly prohibited from obstructing the view of vehicle camera devices.

4. **ACCESS TO THE INTERNET:**

Accessing the internet through a cellular phone or other mobile device by the driver while in a City vehicle is strictly prohibited while the vehicle is in motion or stopped at a traffic signal.

5. **SMOKING IN THE CITY VEHICLE:**

Smoking in a City vehicle is strictly prohibited at all times.

B. A Committee shall be established to review all disciplinary actions taken pursuant to this Article consisting of a suspension without pay, a demotion or a discharge. The Committee shall consist of three current City employees: (1) a member of management from the Department of the disciplined employee; (2) a current City employee selected by the Union; and (3) a member of management outside of the Department of the disciplined employee selected by the Human Resources Director. The Committee shall by majority vote either affirm, modify or reject the disciplinary action. The decision of the Committee shall be final, subject to appeal through the grievance procedure set forth in Article 10 of this Agreement. The timeline for a disciplined employee to file a grievance under Article 10 of this Agreement shall begin upon issuance of the Committee's decision.

## **ARTICLE 21**

### **HEALTH AND WELFARE**

21.1 The City agrees to provide flexible benefit credits necessary to pay for:

A. Insurance:

Life Insurance	One times salary for full time permanent employees. \$10,000 for permanent part-time employees
----------------	--

Accidental Death and Dismemberment	One times salary for full time permanent employees. \$10,000 for permanent part-time employees
------------------------------------	--

Long Term Disability:	50% of pay
-----------------------	------------

B. Health Insurance

Regardless as to the plan selected by the employee, the City will fund insurance contributions at the HMO plan rate in the Group Health Insurance program as follows:

- Employee-Only – 95%
- Employee and spouse – 73%
- Employee and child(ren) – 73%
- Family coverage – 73%

C. If the City should desire to change the current Cityflex Credit Allocation matrix, or to reduce the current level of health or life insurance, the City will advise the Union in writing by September 1<sup>st</sup> preceding the calendar year in which the change would become effective. If the parties fail to reach negotiated agreement on these changes, the Union may submit any unresolved issues to the Orlando City Council by October 1st preceding the calendar year in which the change would become effective for a final resolution.

- D. It is recognized that during the term of this Agreement, the City may secure a different health plan administrative services carrier or be subject to federal or state legislative mandates involving insurance coverage and payments. The union may appoint one union member to provide input to the RFP Advisory Committee formed for the selection of the Health Plan Administrative Services carrier.

21.2 Benefits upon retirement:

- A. Bargaining Unit employees who retire shall be provided with Three Thousand Dollars (\$3,000) of permanent life insurance upon retirement at no cost to the retiree.
- B. Eligibility for City-provided health insurance benefits for retirees shall be in accordance with City Policy and Procedure Section 808.51 (City Payment of Retiree Health Insurance), as amended herein.

Employees hired on or after January 1, 2006, are not eligible after retirement to any health insurance coverage funded by the City, nor to any City contribution toward such coverage.

- C. Eligible retirees hired prior to January 1, 2006, shall be eligible for a City percentage contribution toward their post-employment health insurance premium payment to the City's Group Health Insurance Plan in an amount equal to the amount paid by the City for employee only HMO coverage based upon the employee's credited pension service at the time the employee terminates active employment or ceases long-term disability status, as referenced in City Policy and Procedure Section 808.51.

Schedule of Percentages

Credited Years of Pension Service	Percentage of the amount paid by City for active Employee Only HMO coverage
20 or more	100%
15 but less than 20	75%
10 but less than 15	50%
Less than 10 years	0%



1) Eligibility for this benefit under the foregoing schedule will be effective upon termination of City employment for any employee who was employed by the City prior to January 1, 2006 and who: a) is eligible to receive a DB pension immediately upon termination or b) who is a member of the City's Defined Contribution Pension Plan and is either: a) at least fifty-five (55) with at least ten (10) years of credited service, or b) who is any age with twenty-five (25) or more years of credited service. Effective January 1, 2018, retirees, their spouse and their dependent child(ren) enrolled in the City's group health insurance plan at the time of retirement (or enrolled January 1, 2018 if already retired) may continue coverage after retirement in accordance with Plan eligibility requirements. If at any point the retiree, their spouse, or their dependent child(ren) cease coverage under the City's group insurance plan for any reason at any time after retirement, they will not be permitted to re-enroll. A retiree who continues uninterrupted coverage after retirement may add a new spouse only if they marry after retirement. A retiree who continues uninterrupted coverage after retirement may add a new dependent child and an existing spouse only if the dependent child is born or adopted after retirement. The new spouse or dependent child must be added within 31 days inclusive of the date of the marriage, birth, or adoption. Retirees eligible for a City contribution are required to make timely application for Medicare. Once such retiree becomes eligible for Medicare, the City will provide health insurance coverage, secondary to Medicare, under the City's Group Health Plan and will pay the entire cost of the individual retiree contribution for such secondary coverage unless that cost exceeds the cost of the individual contribution then currently being paid by the City for active employees (employee only coverage), in which case the lesser of the two shall apply.

- 2) Retirees are responsible for the full-cost of any group dependent coverage they are eligible for and elect. Dependent coverage must be the same type as the retiree's (e.g., POS, HMO).

- 3) Retirees must agree to payroll deduction of premium payments from their pension checks. If the cost of the premium exceeds the net pension payment or if the former employee/retiree is not receiving a pension directly from the City Of Orlando or its agents, the retiree shall pay directly any balance due to the appropriate vendor as directed by the City of Orlando Human Resources Division. Should a premium payment be more than sixty (60) days in arrears, the retiree's group coverage will be automatically terminated by the Employee Benefits Section with the retiree so notified.

### 21.3 Long Term Disability

- A. Those on long-term disability under the City's LTD program with a date of hire prior to January 1, 2006 or with a date of LTD disability before June 30, 2017 will receive one hundred percent (100%) of the City's portion of the current contribution for active Employee Only HMO coverage, regardless of credited years of pension service, while they are on LTD.
- B. Employees hired on or after January 1, 2006 and with a date of LTD disability on or after June 30, 2017, who meet the age and service requirements stated in policy 808.51 may elect to remain on the City Group Health plan at their expense with no City contribution, while they are on LTD.
- C. Employees hired on or after January 1, 2006 and with a date of LTD disability on or after June 30, 2017 who do not meet the age and service requirements stated in policy 808.51 are not eligible for any City funding and are not eligible to participate or remain on the City's health insurance plan.
- D. These amounts may be adjusted at such time as the LTD recipient becomes eligible to apply for Medicare coverage to provide an aggregate equivalent benefit. LTD recipients on the City's Group Health plan are required to make timely application for Medicare. LTD recipients who elect a distribution under the terms of the Defined Contribution (DC) Pension Plan, will no longer be eligible for any further City contribution for health insurance unless they meet the hire date, age and service requirements as indicated.

- E. Employee LTD recipients must agree to payroll deduction of premium payments from their LTD checks. If the cost of the premium exceeds the net LTD payment, the LTD recipient shall pay directly any balance due to the appropriate vendor as directed by the City of Orlando Human Resources Division. Should a premium payment be more than sixty (60) days in arrears, the LTD recipients group coverage will be automatically terminated by the Employee Benefits Section with the LTD recipient so notified.

## **ARTICLE 22**

### **DISCIPLINE AND DISCHARGE**

- 22.1 Disciplinary action shall be impartially and consistently administered and, except for oral warnings, is to be in writing. Discipline shall not be administered without proper cause. Disciplinary action where leave use is a concern will be in accordance with the Utilization of Leave-Guidance Document negotiated and agreed to by the Union and the City of Orlando in this contract. (See Appendix B).
- 22.2 Notice of disciplinary action or pending action must be made within ten (10) working days of the supervisor's knowledge of the reported incident, which caused or could cause discipline. If an extension of time is needed the party desiring the extension will notify the other party in writing.

Prior disciplinary actions will remain as the basis for progressive discipline as follows:

1. An oral warning shall be effective for a period of ninety (90) days, commencing with the date it was last referred to in the formal discipline process, after which the oral warning shall not be considered for purposes of progressive discipline;
2. A written warning shall be effective for a period of one (1) year, commencing with the date it was last referred to in the formal discipline process, after which the written warning shall not be considered for purposes of progressive discipline;
3. A suspension shall be effective for a period of three (3) years, commencing with the date it was last referred to in the formal discipline process, after which the suspension shall not be considered for purposes of progressive discipline.

Progressive disciplinary action (oral warning, written reprimand, suspension without pay, demotion, and termination) will be followed. However, the nature and seriousness of an employee's offense will be of primary importance and could result in demotion, suspension or termination without previous oral or written warnings.

#### **Oral Warnings:**

Are given for minor, infrequent offenses.

#### **Written Reprimands:**

Are normally issued after an employee has failed to respond to oral warning(s) for the same type of offense or for a more serious offense that does not, in the opinion of the supervisor, warrant suspension, demotion or discharge at that time.

**Suspension Without Pay:**

Is normally taken when an employee has failed to respond in a satisfactory manner and time to a prior written warning or for a serious offense that, if the employee's performance or behavior remains substantially unchanged or the offense is repeated, termination will follow. Suspensions without pay will not exceed five (5) working days except in cases where an employee is suspended pending an investigation, which could lead to his immediate termination. No employee will normally be suspended until the grievance procedure has been completed at the third step except in cases where discharge may be imposed as per section 22.3 (Discharge) or when determined by the City that extraordinary circumstances warrant immediate suspension.

Instead of a suspension without pay, an employee may elect an appropriate deduction from accrued personal leave while continuing to work. Such a charge will have the same weight as a suspension without pay for progressive discipline purposes. Such election will not be available in cases involving investigations, which could lead to termination or incidents involving physical or oral confrontation or harassment.

**Demotion:**

May be administered, as a disciplinary action when an employee gives evidence of lacking the skills necessary to satisfactorily perform the duties of a position but who may, in all likelihood, be successful in some less-demanding position.

**Discharge:**

Will be imposed if an employee has failed to respond to prior progressive disciplinary action or has committed a major offense. Major offenses may include, but are not limited to, the following examples:

- 1) Stealing or attempting to steal City property, or that of others.
- 2) Willfully or negligently damaging, destroying, or misusing City property.

- 3) Conviction of a felony.
- 4) Conduct on duty that threatens public order, safety, health or the City's service to the public.
- 5) Fighting with or threatening the physical well being of another person while on the job.
- 6) Reporting for duty under the influence of alcoholic beverages or drugs or possessing alcohol or illegal drugs during working hours, unless using drugs as prescribed by a physician and permitted by the City.
- 7) Falsification of records, official statements, or omitting information on records, including employment application.
- 8) Gambling on City property.
- 9) Three (3) consecutive working days absent without authorized leave.
- 10) Incompetence or unwillingness to perform job duties.
- 11) Possession of a weapon on City property or personally carrying a weapon during work hours, except as otherwise provided by City Policy.
- 12) Excessive tardiness.

22.3 In relation to Article 22.2, employees are subject to such examinations as may be required by the City to determine if they are under the influence of alcohol, or may have been using or possessing unlawful, controlled substances or non-physician prescribed drugs. An employee may be subjected to a polygraph examination designed to determine the truthfulness of his response only with the employee's consent. Since employees have the right to refuse to submit to a polygraph test, no reference will be made in any discipline or grievance document/proceeding concerning the employee's refusal. Polygraph information may not be used for disciplinary purposes without corroborating evidence. Employees will be required to answer truthfully all polygraph questions asked of them. Reports of such tests and/or examinations will be made part of the investigative files. All other available electronic and photographic evidence of any sort may be used for disciplinary purposes. Assessment for damage to City property and equipment caused by City employees shall: (1) be administered pursuant to City Policy and Procedure 440.4; and (2) be administered in addition to any other disciplinary action. The assessment for damage to City property and equipment caused by City employees shall not be subject to the grievance and arbitration procedures set forth in this Agreement; however, any disciplinary action taken against an employee for damage to City property and equipment shall be subject to the grievance and arbitration procedures set forth in this Agreement.

22.4 Disciplinary action by the City shall take effect as agreed in this contract and remain in effect unless and until modified by the resolution of a grievance filed as a result of the disciplinary action.

22.5 Mutual Resolution of Misconduct Investigations

- A. An employee under investigation for misconduct may request, at any time until notice of disciplinary action has been received by the employee, a meeting to discuss possible resolution of the matter and to determine if a consensus can be reached on the appropriate discipline (if any).
- B. The meeting will be attended by the employee and, if requested by the employee, a union representative.
- C. If the participants reach a consensus, it will be reduced to writing and reviewed with Labor Relations for concurrence. If approved, the consensus reached shall be implemented and the investigation and grievance processes shall be considered complete. If no consensus is reached, the matter will progress as if no meeting

had been held and nothing discussed at the resolution meeting will be used against the employee.

- D. The written resolution shall not be binding upon any party until it has been approved and signed.
- E. No disciplinary assessment reached as a result of a resolution meeting shall be cited by any party as precedent in any subsequent disciplinary matter.



## **ARTICLE 23**

### **SENIORITY/LAYOFF/RECALL**

- 23.1 City seniority shall be understood to mean total time of service from the employee's date of hire or adjusted hire date, if any. City Seniority shall determine an employee's leave accrual, service awards, longevity payments, and pension service credit. An employee may have an adjusted hire date created based upon having in excess of eighty (80) hours unpaid leave of absence in any fiscal year or upon receiving credit for prior City employment under the terms of the General Employee Pension Plan.
- 23.2 Classification Seniority shall be understood to mean the length of service in a specific job classification, as listed in Appendix "A" of this agreement.
- 23.3 Skills and abilities being equal, appropriate Classification Seniority and City Seniority shall be primary factors considered when making promotions within Bargaining Unit job classes.
- 23.4 City Seniority shall be a primary factor in shift and workday schedule assignments provided that staffing levels and the distribution of experienced personnel are met.
- 23.5 City Seniority within job title shall be used for all matters related to layoff and re-call.
- 23.6 Employees shall lose their Seniority as a result of the following:
- A. Resignation.
  - B. Retirement.
  - C. Termination for disciplinary reasons.
  - D. Layoff exceeding twenty-four (24) months.
  - E. Failure to report, to the Human Resources Department, your intention of returning to work within ten (10) calendar days of return receipt verification of certified mail of any recall offer notice.
  - F. Failure to return from Military Leave within the time limits prescribed by law.
- 23.7 Veterans Preference

For the purposes of layoff and recall, but not for any other purpose, City seniority shall be augmented by one year (365 days) for those employees who qualify under Section 295.07,

Florida Statutes, as amended, for preference in employment retention and by an incremental one year (365 days) for those employees who qualify as disabled veterans under Section 295.07, Florida Statutes, as amended. It is the responsibility of preference eligible employees to ensure that their personnel files properly reflect their status.

## 23.8 Layoff Procedure

### A. Notification

Management will notify the Union at least thirty (30) days in advance of a pending layoff action of employees covered by this agreement. Bargaining unit employees not on an initial probationary period who are laid-off will receive a minimum of one-month severance pay.

### B. Order of Layoff

When the City determines it necessary to lay off employees in any classification covered by this agreement, the following order of layoff shall apply:

#### 1) Temporary employees performing the same job duties as LIU members.

Full time temporary employees and initial new hire probationary employees will be laid off first in any affected classification within any department and shall not have recall rights.

#### 2) Initial LIU probationary employees within departments affected by Layoffs

#### 3) Permanent employees

Permanent employees will be laid off in the inverse order of their length of City Service within job title for each department. In the event two or more employees affected have the exact same amount of service in the classification, the employee with the most consecutive years of City seniority will be deemed to be the senior employee. In the event two or more employees affected have the exact same amount of City Seniority, the employee with the lowest identification number will be deemed to be the senior employee.

### C. Bumping

#### 1) A permanent employee who loses his position as a result of a layoff in his Department Classification shall have the right to either lateral or downward

movement to a lower classification in his job progression ladder or any job within the City within the bargaining unit, which was previously held, provided he/she has greater City seniority than the employee being displaced. The displaced employee should have the least amount of City Seniority in that Classification.

Example:

Employee "A" is to be laid off from the Equipment Operator-Heavy classification in Engineering/Streets and Drainage Division per section, C-1-a. Employee "A" has fifteen (15) years of City seniority.

Employee "A" has 3 years as an Equipment Operator-Heavy, 5 years as an Equipment Operator-Medium and 7 years as an Equipment Operator-Light.

Employee "B" has ten (10) years of City seniority. Employee "B" has 6 years as an Equipment Operator-Medium and 4 years as an Equipment Operator-Light.

Since employee "A" has more City Seniority than employee "B" and more than one-year experience as a Medium-Operator, he has the option of displacing employee "B" as the Medium-Equipment Operator.

- 2) Employees bumping down or laterally moving to the classifications of Mechanics, Electricians, and Crew Chiefs must meet the current minimum qualifications and possess the requisite knowledge, skills and abilities to perform the type of job the employee is moving to. The City will determine the minimum requirements knowledge, skills and abilities.
- 3) Employees bumping down or laterally moving to other classifications outside of current Division as a result of a lay off situation will serve a ninety (90) days probationary period in the job moving to. Employees bumping to bargaining unit positions previously held within the same Division do not have to serve a probationary period.

- 4) Employees bumping down into a previously held bargaining unit position will maintain their current rate of pay provided it falls within the range of the position moving into. If the employee's rate of pay is above the maximum of the new range, the rate will be lowered to the range maximum.

D. Employees affected by any layoff action may:

- 1) Exercise the option of accepting the layoff and be removed from the active payroll or,
- 2) Accept a one-time option per Reduction In Force (RIF) to bump down to a position, in a previously held classification, or in a lower classification in their job progression ladder, City Seniority permitting and provided the employee meets the minimum service requirement for bumping down to that classification.
- 3) Any employee who is laid off and accepts a bump-down position and who subsequently decides not to continue in the position, will be considered to have resigned.
- 4) A displaced employee shall be assigned to a vacant position if a Department intends to fill it in their classification before bumping an incumbent employee from that classification. If the employee declines to accept the assignment, the employee shall be immediately placed on layoff.

## 23.9 Recalls

- A. Employees laid-off or who are working in a lower classification as a result of a bump down, shall retain recall rights for twenty-four (24) months to the classification from which they were originally laid off or reassigned. Laid off employees recalled within these twenty-four (24) months shall have seniority restored based on adjusted date of hire. If re-employed after twenty-four (24) months, the provisions of City Policy 808.37 will apply.

When employees are recalled from layoff, those with the greatest City Seniority for the vacant classification shall be recalled first.

Recall to laid-off employees will be made by certified mail to the last address as shown in the Employer's records.

B. Within ten (10) calendar days of the certified receipt date, laid-off employees must convey their intention of accepting the job and returning to work to the Human Resources Division or forfeit their seniority and recall rights.

- 1) Recall will be offered to laid-off employees provided they are qualified to perform the essential functions of and meet the qualifications for the job. A recalled employee must be available to return to work within two (2) weeks of receipt of notification of recall. If the member is unable to return, due to a documented physical or mental condition, the City will proceed to the next person in line per seniority, or post the position if no one else is on the recall list. A recalled person unable to return to work due to a documented physical or mental condition will be removed from the recall list until the individual notifies the City and provides documentation that he is able to perform the essential functions of the position. This process is only available during the recall period. Once the person provides the City appropriate notice and documentation of ability to return to work they will be placed back on the recall list based on order of seniority.
- 2) The City reserves the right to require a physical examination prior to any recalled employee being placed back on the active payroll.
- 3) Upon recall to fill vacancies in their laid-off classification, employees shall receive the same hourly rate they held at the time of layoff and, in addition, any negotiated increase that may be applicable.
- 4) No probationary period will be required for recall to the position currently held at the time of the Reduction In Force (RIF). Recalled employees will serve a ninety (90) day probationary period if recalled to a position previously held.

23.10 Seniority for all other purposes shall be in accordance with City Policy and Procedure, Section 808.37, as currently written or amended.

## **ARTICLE 24**

### **JOB VACANCY**

- 24.1 Notice of a vacant position in a classification covered by this Agreement and for which an eligibility list doesn't exist, shall be posted for a period of five (5) working days on appropriate City bulletin boards for the purpose of creating an eligibility list of applicants. Any like vacancy, which occurs within sixty (60) days following the posting may be filled from the eligibility list generated by the original classification vacancy posting. Some announcements may be limited to specific Divisions or Sections to facilitate any necessary balancing of manning requirements. Any employee who has completed his initial probationary period may apply in writing to the Human Resources Division for consideration before the closing date of the job announcement.
- 24.2 All vacancies shall be filled from the eligibility list of applicants on the basis of best qualified as determined by management. For vacancies advertised to be filled by City applicants only, and where skills and qualifications are substantially equal, the City will make every effort to place the senior City employee applicant into the position. Some vacancies are filled from permanent eligibility lists and individual vacancies are not posted. In such cases, Bargaining Unit employees may submit their application at any time. Qualified applicants will be added to those permanent lists.
- 24.3 Employees initially employed by the City shall be placed on a ninety (90) day probation period, unless extended by management, in which case the extension will be in consecutive intervals of up to thirty (30) days each and not to exceed sixty (60) days. The City may, in its sole discretion, discipline or terminate any probationary employee during any portion of the probationary period, including extensions thereof. No matter concerning the discipline, layoff or termination of a probationary employee shall be reviewable under the grievance or arbitration procedure.
- 24.4 Employees promoted from one (1) classification to another shall be placed on a ninety (90) day probation period in the new classification. The City may, in its sole discretion, terminate any employee during this ninety (90) day probationary period. However, the City shall make every reasonable effort to place the employee in a position comparable to the position held prior to the promotion. Employees who are promoted and then terminated during the resulting probationary period may seek review of the termination through the grievance procedure.

## **ARTICLE 25**

### **WORKING OUT OF CLASSIFICATION**

- 25.1 An employee required by management to work out of classification for at least eight (8) consecutive hours in a higher non-Civil Service position will be given an increase equal to the midpoint differential between the employee's current position and the higher position's midpoint, or to the minimum, whichever is greater, capped at twenty-five percent (25%). Should the higher classification be a Civil Service position, the employee may be granted an increase not to exceed seven percent (7%). Under no circumstances shall an employee receive an increase so that his wage exceeds the maximum of the higher classification. To be eligible for the higher pay the employee must perform substantially all of the required duties of the classification. Employees in Career Path Progression Positions, or who are in training positions are not eligible for the higher classification pay. An employee may reject an out of classification assignment if another qualified employee is available and willing to accept the assignment.
- 25.2 Employees working in a higher classification for thirty (30) days or less do not have to meet the minimum qualifications for the higher level job unless required by law or ordinance. Employees working for more than thirty (30) days in a higher classification must meet minimum requirements for that job.
- 25.3 Out of Class Pay will only be granted when an existing position is vacant due to vacation, termination, illness, etc., and not for temporary reassignment for special projects. Exceptions to the 'vacant position' portion of this article may be made due to extenuating or emergency circumstances. Exceptions must be requested in writing (before) being paid, through the appropriate Department Director to the Human Resources Division Manager for final approval.
- 25.4 Except in extenuating or emergency circumstances, a subordinate employee will not be required to work in a classification where he would become the supervisory employee over his normal supervisor.

- 25.5 Out of Class Pay will be granted only for time actually worked and will not include time spent by an employee on personal leave, holidays, or sick leave, or other absence from the job. After an employee has worked out of classification for ninety (90) days, the Office Director/Division Manager will be required to review and consider any extension of the out of classification status. Such extension to be approved only if the employee meets the minimum qualifications as contained in the job description of the higher classification.
- 25.6 Requests for Working Out of Class Pay must be submitted in accordance with City policy, by authorized personnel on-line Form by going to the City of Orlando Intranet page.
- 25.7 Working out of classification shall be assigned among employees based on the character of the work to be performed and the employee's qualifications as determined by management.
- 25.8 Employees in non-supervisory OPD civilian positions of Police Communications Specialists and Police Emergency Communications Specialists assigned by management to work in a higher classification as a supervisor will be eligible for an hourly rate equal to that of the minimum of the range for the supervisory position or for a seven percent (7%) increase in their current hourly rate, whichever is greater, on an hour for hour basis, provided a minimum of at least one (1) hour is worked (non-cumulative).



## **ARTICLE 26**

### **WORKWEEK AND OVERTIME**

- 26.1 The basic workweek shall be the period between 0001 Hours Sunday and 2400 Hours Saturday. Prior to January of 2018, bargaining unit members will be converted from a weekly to a biweekly pay period. To facilitate transition to bi-weekly pay periods, the City will pay each bargaining unit member a one-time lump sum of \$600.00 (minus all normal withholdings and non-pensionable) upon transition to bi-weekly pay.
- 26.2 Departmental management will establish, in its discretion, hours of work best suited to meet the needs of the department and to provide superior service to the community. Normally the workweek shall consist of forty (40) hours, excluding unpaid lunch, during the pay period. Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours or days to be worked per week.
- 26.3 All authorized and approved work performed in excess of forty (40) hours in any one (1) work week shall be considered as overtime and shall be paid at the rate of one and a half (1½) hours pay at the regular hourly rate for each hour actually worked. Employees may opt for comp time in accordance with City Policy and Procedure 808.35 except that compensatory time may be accrued up to eighty (80) hours.
- 26.4 For purposes of overtime computation, personal leave, floater holidays, sick leave, therapy or treatment for job injury, voting time, standby, reporting time, blood donor time, bereavement leave, jury duty, annual military leave, and other absences from duty in active pay status shall not be considered as time worked. Time spent in contract negotiations by negotiating team members during normal working hours shall be counted as hours worked for purposes of computing overtime.

- 26.5 Overtime work may be required from time to time and shall be distributed equitably among employees in a particular job classification within a particular organizational unit as far as the character of the work and the employees' qualifications permit. Although temporary imbalances in the equitable distribution of overtime may occur, departmental management shall make its best efforts to distribute overtime fairly and equitably over extended period of time. Departmental management shall maintain overtime records and shall periodically post the overtime tally sheet to make information concerning overtime available to employees of the department.

When practical, overtime will be assigned by rotation based on seniority. For the purpose of this article rotation based on seniority shall mean that when there are employees requesting to work the overtime, assignment of overtime shall be based on greatest seniority. When no employees request to work overtime, assignment of that overtime shall be based on inverse order of seniority. However, the City may, at its discretion, assign overtime to employees, irrespective of seniority, to those who possess skills, knowledge and abilities which are not possessed to the same degree by other employees in the organizational unit and which are necessary to perform the required duties.

- 26.6 Departmental management shall determine lunch and rest periods. Such lunch and rest periods shall be scheduled in accordance with the requirements of the department. A rest period shall not exceed fifteen (15) minutes and is granted at the sole discretion of management. Unpaid lunch periods shall not be less than thirty (30) minutes nor more than sixty (60) minutes in duration. In certain continuous operations employees may be required to remain on the job and eat at the workstation. In such cases, the employee shall be paid for the thirty (30) minute lunch period. Employees will be allowed up to fifteen (15) minutes prior to the end of their shift where necessary and practical, to unload and/or put away tools/equipment, cleanup workstations and/or personally clean up as necessary.

- 26.7 Flex time, may be granted at the sole discretion of the Division Manager to an employee based on need on a case-by-case basis. Flextime is intended as an adjustment to work start and end hours within the normal forty (40) hour work week and not as a reduction of normal work hours. To be considered for flex time an employee shall present his request in writing to the Division Manager with any supporting documentation within seven (7) calendar days before the requested flexing would start.
- 26.8 If a temporary worker is used to fill a Bargaining Unit Position on a full-time basis within a particular Division for more than nine (9) consecutive months, the position will be posted and filled. The nine (9) month period will be retroactive from the date of approval of this contract by City Council. Exceptions to this provision may be made for temporary employees hired for a specific project or task or to temporarily staff a position scheduled for deletion, which will not normally exceed a maximum eighteen (18) month period. Temporary workers will be provided with a vest that will identify them as different from full time city workers.
- 26.9 Employees will be provided a work schedule at least five consecutive workdays in advance. Schedules will not be adjusted after this to avoid paying overtime. This provision does not apply to the Centroplex Division in recognition that these positions are event driven and subject to last minute scheduling found in the entertainment industry. The provision also does not apply to Solid Waste employees working under task scheduling. Task force employees required to work only a partial day in order to obtain forty (40) hours in the work week, will be paid a minimum of four (4) hours pay at straight time for the partial day worked.

## **ARTICLE 27**

### **PREVAILING RIGHTS**

The City agrees that all terms and conditions of employment presently enjoyed by the employees in the Bargaining Unit and listed in the City's Policy and Procedures manual, except as changed by this Agreement, are hereby protected. Any change to these terms and conditions of employment will give the Union the immediate right to collectively bargain the impact of such change.

## **ARTICLE 28**

### **PENSION AND RETIREMENT**

- 28.1 The City shall continue funding the Defined Benefit and Defined Contribution Pension Plans. The City agrees that the current pension benefits shall not be reduced during the term of this Contract. Specific provisions for all pension benefits are found in the completed plan documents.
- 28.2 Bargaining Unit members, who continue to participate in the Defined Benefit (DB) Pension Plan, will continue to contribute an amount of their pensionable income as provided by the plan. The current contribution is four and eighty-eight hundredth percent (4.88%) of pensionable income and is subject to periodic actuarial review up or down based upon the terms of the plan's amendments.
- 28.3 Bargaining Unit members hired on or after October 1, 1998, shall be participants in the Defined Contribution (DC) Pension Plan. Defined Contribution Pension Plan participants may elect to contribute up to three percent (3%) of their pensionable income to the DC Pension Fund. All pension plan participant contributions will be deducted from each paycheck.
- 28.4 Earnings for pension purposes, regardless of plan participation, (DB or DC) means base pay, shift differential, longevity, sick leave, personal leave, holiday pay, compensatory time and working out of class pay. Earnings do not include lump sum payments for leave, or bonus payments, or as otherwise are excluded by the Plan. No more than two thousand eighty (2,080) hours of pay shall be credited in any plan year.
- 28.5 In the event changes to benefits contained in the City's Defined Benefit (DB) Pension Plan are proposed by the plan's Pension Advisory Committee, all eligible participants of the DB Pension Plan will be allowed to vote on whether or not they approve those benefit changes and costs. All voting would be conducted in accordance with procedures developed by the Pension Advisory Committee. Any changes recommended by the members voting are subject to final approval of the Orlando City Council sitting as the Pension Plan's Pension Board.
- 28.6 Two members of the Bargaining Unit may be appointed by the Union to serve as representatives on the Pension Advisory Committee (PAC) of the General Employees' Pension Plan. The LIU PAC members will be granted time-off with pay to attend regularly

scheduled PAC meetings. Furthermore, these members may be provided time during regular working hours to meet with Bargaining Unit members to discuss plan changes referenced above. Such time is to be requested and must be approved by the Human Resources Division Manager.

- 28.7 One (1) member of the Bargaining Unit may be appointed by the Union to serve as representative to the City's Direct Contribution (DC) Pension Plan Committee (if such DC Committee is officially created) and one (1) to the Deferred Compensation Oversight Committee. The member(s) will be granted time-off with pay to attend regularly scheduled committee meetings.

## **ARTICLE 29**

### **EDUCATIONAL REIMBURSEMENT**

- 29.1 The City of Orlando shall provide an Educational Reimbursement Program for employees seeking to further their education. A list of all training classes offered by the City's Human Resources Division Training Program, will be posted in the City's Intra-net and accessible to all unit employees through personal computers located at each division.
- 29.2 The level of benefits, eligibility and administration of the program shall be in accordance with the provisions of the Policy and Procedures manual of the City in effect at the time.
- 29.3 All employees who are required to possess a professional license or certification, or a Commercial Driver's License as a job requirement, shall be reimbursed by the City for the cost of the license, or its renewal, upon presentation of a proper receipt or proof of payment.
- 29.4 Employees assigned to the Wastewater Division may request pre-payment by the City of state required licensure tests. Employees who pass the test(s) will not be required to repay the City. Those who do not pass the test(s) must repay the City at a rate of no less than Twenty-Five Dollars (\$25.00) per pay period or in full upon termination.

## **ARTICLE 30**

### **SHIFT DIFFERENTIAL**

- 30.1 In order to be designated and approved as a Shift Differential eligible position, the majority (e.g., four (4) hours or more for an eight (8) hour shift) of the regularly scheduled non-overtime, daily hours of work must fall between 5:00 p.m. and 7:00 a.m. In such cases, the employee will receive Shift Differential for all regular hours actually worked that day. Shift Differential shall apply to overtime hours only when hours are worked by an employee in his, or another authorized differential eligible position.
- 30.2 Employees who are eligible for Shift Differential shall be paid \$0.90 per hour in addition to their normal hourly rate of pay.
- 30.3 Employees normally working during the day that are required to adjust their schedule to work at night as requested by the City, will receive Shift Differential for all hours worked during that night shift. This provision is applicable provided the majority of the night shift hours worked fall between 5:00 p.m. and 7:00 a.m.
- 30.4 Eligibility for, designation of, approval of, and all other matters regarding Shift Differential shall be according to the City Policy and Procedure, Section 808.10.
- 30.5 In the event bargaining unit employees working in non-shift differential eligible positions are held over to work another full shift (a holdover shift), and the majority of the hours worked in the holdover shift occur between 5:00 p.m. and 7:00 a.m. in a shift differential approved position, he or she shall be paid the shift differential set forth in Section 30.2 for all hours worked on the holdover shift.
- 30.6 In the event bargaining unit employees working in non-shift differential eligible positions are required to work an additional full shift beyond their normal shift in any twenty-four-hour period, and the majority of the hours worked in the additional shift occur between 5:00 p.m. and 7:00 a.m. in a shift differential approved position, he or she shall be paid the shift differential set forth in Section 30.2 for all hours worked on the additional shift.



## **ARTICLE 31**

### **EXTRA TIME PROVISIONS**

#### **31.1 Call Back Time**

Call Back pay is provided to compensate employees required to return from home to work on an unscheduled basis after completing regularly scheduled hours of work. An employee shall be paid for all hours worked, but shall be guaranteed the equivalent of a minimum of four (4) hours of pay at straight time.

The four (4) hour minimum guarantee shall apply only to the first call out in each twenty-four (24) hour work period, beginning at 12:00 midnight and continuing for the following twenty-four (24) hours. Any additional call back in a twenty-four (24) hour period will not be subject to the four (4) hour minimum and the employee will be paid for hours actually worked.

#### **31.2 Standby Duty**

A. Standby Duty time is defined as periods of time in which the employee is assigned and scheduled by the Division Manager, or designee, to be readily accessible by telephone or other mechanical or electronic device. The employee is not performing actual work but could respond to perform actual work if the need arises. Whenever an employee on standby is not available by electronic device, he shall make known to the Division his whereabouts during Standby Duty time. In the event any employee who is on Standby Duty fails to respond to a call to work, he will forfeit his standby pay.

B. Such standby time is not considered time worked and shall be paid at the rate of two-tenths (2/10) of one (1) hour for each hour of standby duty in addition to actual hours worked when called out. Standby pay shall not be paid during hours paid for working, but shall be paid in addition to actual hours worked when called out.

#### **31.3 Reporting Time**

Employees scheduled for work and who report for work on time and due to inclement weather or other circumstances beyond their control are unable to perform their duties shall be paid for four (4) hours straight time.

## **ARTICLE 32**

### **PAY PLAN**

- 32.1 The pay ranges for each grade are listed in Appendix C hereto.
- 32.2 Effective with the pay period that begins on January 1, 2017 and then subsequently on the date each new range becomes effective, the base rate of each bargaining unit member shall be increased by the same percentage as the increase to the top of their grade range.
- 32.3 The City agrees to pay all new hire Bargaining Unit employees at the minimum of the wage grade for their classifications. When the City has been unable to recruit qualified applicants or when it is determined to be in the best interest of the City, the Human Resources Director may authorize a starting pay in excess of the minimum. In such cases, the Union will be notified and may, upon request, review the recruitment efforts prior to the selected applicant(s) starting date(s).
- 32.4 Employees in the following classifications shall receive in addition to their hourly rate a thirty cent (\$.30) per hour tool allowance for each hour actually worked: Mechanics I, II, III, IV; Carpenters I, II, III; A/C Refrigeration Mechanics I, II; Plumbers I, II; General Maintenance Technicians I, II; Electricians I, II; Irrigation Technicians I, II; Tire Repair/Mechanic; and Masons.
- 32.5 All employees in the Bargaining Unit shall be converted to a bi-weekly pay period prior to January of 2018.
- 32.6 A promotion is the movement of an employee from one classification to another classification covered by this Agreement, with a wage grade higher than the employee's current classification. If an employee is promoted to the next higher pay grade, the employee will receive no less than a seven percent (7%) increase in base pay or the appropriate increase in accordance with City Policy 808.05.
- 32.7 A demotion is the movement of an employee from one classification to another classification covered by this agreement with a wage grade numerically lower than the employee's current classification. If an employee is demoted, the employee will receive a seven percent (7%) decrease in pay or receive the maximum of the new, lower grade, whichever hourly rate is lower.

- 32.8 Promotions and demotions to or from the unit shall be in accordance with the City Policy and Procedure manual.
- 32.9 The City agrees that an employee shall be entitled to recover, as soon as possible, funds due him by reason of errors in the implementation or administration of the City pay plan and other applicable laws or regulations affecting pay. Whenever it is discovered that a payroll overpayment has been made to an employee, management will notify the employee of the amount of the outstanding indebtedness. If repayment is not made within the one (1) week pay cycle (two (2) week cycle when converted to a biweekly pay period before January 2018), a repayment plan will be established between the employee and the City and deductions will be made (minimum of Twenty-Five Dollars (\$25.00) per pay period) from the employee's weekly paycheck (minimum of fifty dollars (\$50.00) per pay period when converted to a biweekly pay period before January 2018).
- 32.10 An incentive of \$0.30 per hour worked will be paid for each successfully completed and maintained ASE certification test, not to exceed six (6) certifications. A one-time \$500.00 incentive shall be paid to each mechanic who completes eight (8) certifications and qualifies for the Master Technician designation. For details of the ASE mechanic certifications, refer to the ASE Mechanic Certification agreement dated January 17, 2002.
- 32.11 Lift Station Operators in the Wastewater Division are eligible for a two-hundred (\$200) dollar bonus for initially passing the Limited Certification for Spraying Exam. The first two training courses and exam fees will be paid by the City. Subsequent attempts are at the employee's expense. A fifty (\$50) dollar bonus will be paid for successfully renewing the certificate every four (4) years.
- 32.12 It is understood that whenever an employee has the option under this agreement to elect to receive Comp Time in lieu of payment, the election shall apply to all such hours in a particular pay period (i.e., hours will either be all Comp Time or all paid time.) In the event that the election of Comp Time would result in the maximum allowable cap being exceeded, all such hours in the pay period will be paid out.

32.13 Employees hired after January 1, 2015 are required to participate in either Direct Deposit or a Pay Card program to be implemented by the City. Current employees, as of September 1, 2014, who are paid by Direct Deposit will continue to be paid in that manner or may participate in the Pay Card program after its implementation.

### **ARTICLE 33**

#### **LONGEVITY PAYMENT**

An annual Longevity Payment based on length of service will be paid to current, full-time, eligible employees on the first (1st) pay period in October. Eligible permanent part-time employees will receive fifty (50%) of the full-time benefit. The length of service will be determined on October 1st of each year, based upon the employee's date of hire or adjusted date of hire, whichever is earliest. The following schedule of payment will be used.

#### **LONGEVITY PAYMENT**

<b>Years of Service</b>	<b>Amount</b>
0 to less than 5 years.....	0
5 to less than 10 years.....	400
10 to less than 15 years.....	700
15 to less than 20 years.....	1,000
20 to less than 25 years.....	1,200
25 and over.....	1,500

## **ARTICLE 34**

### **SUBSTANCE ABUSE CONTROL**

34.1 Both parties to this Agreement acknowledge the importance of establishing and maintaining a drug free work place and complying with all federal, state, and local legislation and regulations related to drug use, especially the Federal Drug Free Work Place Act of 1988 and Comprehensive Economic Development Act of 1990 (440 F.S.). In this regard, the City has full right to establish drug training, drug avoidance programs, drug testing and drug policies, as permitted under the law, to preserve a drug free work place. The standards to be used for employee drug testing will be in accordance to generally accepted National Institute of Drug Administration (NIDA) toxicology standards.

A. Drug and/or alcohol testing will be conducted in the following situations:

1. For employees contractually required to receive annual physicals, e.g. for those employees who are required to possess a commercial driver's license (CDL) and/or regularly operate City vehicles including light, medium, heavy and multi-equipment operators.
2. For employees voluntarily transferring interdepartmentally.
3. Whenever an on-the-job-injury occurs and it is suspected drugs or alcohol was used by the employee to the extent it could have impaired his normal faculties.
4. Reasonable suspicion-testing, as defined under the conditions and procedures in Policy and Procedures, Section 808.4, Drug Testing Policy.
5. Scheduled and random testing for those individuals undergoing drug or alcohol rehabilitation. Such testing will not extend beyond twenty-four (24) months from the last positive test.
6. Employee returning from an extended absence from work or reinstated after sixty (60) or more consecutive calendar days.
7. Any testing as required by law

8. Violation of the City's drug testing program may result in disciplinary action ranging up to termination of employment, and may include required participation in a drug abuse assistance or rehabilitation program, as may be determined pursuant to the City's Policies and Procedures, 808.4:4 C-4 (e, f, & g) upon a first positive drug test, an employee permitted to enter into a Return to Work Agreement who follows all guidelines, terms and conditions of the required treatment program may be allowed to return to his safety sensitive job duties after the first negative test and upon recommendation of the Department Director, treating professional and approval by the Human Resource Division Manager.
9. The City will make every reasonable effort to schedule routine or required drug testing in order to avoid redundant testing of employees who are not under a Continued Employment Contract for Substance Use.

#### 34.2 Drug Free Work Place Statement of Policy

- A. The City intends to maintain a drug free work place. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by an employee on any of the City's premises or facilities, or while in any City vehicle, is strictly prohibited. For purposes of this Statement of Policy, the term "controlled substance" means a controlled substance in Schedules I through V of Section 202 of the Controlled Substances Act (21. U.S.C. 812), and as further defined at 21 C.F.R. 1308.11 through 1308.15.
  - i. As a term and condition of employment with the City, all employees must:
    1. Abide by the terms of this Drug Free Work Place Policy; and
    2. Notify the City within five (5) days of any conviction of a drug violation.

## **ARTICLE 35**

### **EMERGENCY CONDITIONS**

If the Mayor, or the City official or employee designated to act on the Mayor's behalf determines, in his or her sole discretion, that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, or other emergency conditions, the provisions of this Agreement may be suspended by the City for the duration of the declared emergency; provided, however, that wage rates and monetary fringe benefits shall not be suspended. The Union retains the right, however, to grieve within ten (10) days of the cessation of emergency conditions the effects of any suspension of Contract provisions. The City will cooperate with the Union in identifying potential emergency training available for employees designated by Division Management to respond to emergency situations.



## **ARTICLE 36**

### **WAIVER OF RIGHT TO BARGAIN FOR DURATION**

During the negotiations, which resulted in this Agreement, both the City and the Union had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the duration of this Agreement, unless specifically provided otherwise, the City and the Union voluntarily and unqualifiedly waive the right to bargain, and agree that neither shall be obliged to bargain collectively with respect to any subject or matter even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time that they entered into this Agreement. Both parties, however, may mutually agree to enter into Memorandums of Understanding deemed necessary to clarify or enhance the administration of this Agreement.

## **ARTICLE 37**

### **DURATION**

- 37.1 This Agreement shall take effect upon ratification by the Union membership and approval by City Council and shall continue in full force and effect until midnight, September 30, 2019.
- 37.2 In order to renegotiate this Agreement; written notice shall be given by either party, by March 1, 2019.
- 37.3 Any notice to be given under this Agreement shall be given by registered or certified mail; if given by the Union, it shall be addressed to the Director of Human Resources, P.O. Box 4990, Orlando, Florida 32802-4990, or Ana.Palenzuela@cityoforlando.net; and such notice by the City shall be addressed to LIUNA, Public Employees of the Laborers' International Union of North America, Local 678, AFL-CIO, 3203 Lawton Road, Suite 151, Orlando, Florida 32803.

In witness whereof, the parties have caused this agreement to be signed by their duly authorized representatives on this the \_\_\_\_\_ day of December 2016.

For the City:

Laborers' International Union of North  
America, Local 678:

\_\_\_\_\_  
Ana Palenzuela  
Human Resources Director

\_\_\_\_\_  
Benjamin Basora  
Organizer

\_\_\_\_\_  
This agreement approved upon adoption by resolution of the City Council of the City of Orlando  
on this the \_\_\_\_\_ day of \_\_\_\_\_ 2016.

**APPROVED AS TO FORM AND LEGALITY**

For the use and reliance of the  
City of Orlando, Florida only

\_\_\_\_\_, 2016

\_\_\_\_\_  
Buddy Dyer, Mayor

\_\_\_\_\_  
Jody M. Litchford  
Deputy City Attorney

\_\_\_\_\_  
Amy Iennaco  
City Clerk

**APPENDIX A**  
**Employee Classifications and Wage Grades**  
**Included in the LIUNA Bargaining Unit**

<b>Job Profile</b>	<b>Compensation Grade</b>
A/C Refrigeration Mechanic I	L04
A/C Refrigeration Mechanic II	L05
Aquatic Chemical Technician	L04
Aquatic Chemical Technician Sr	L05
Box Maintenance Worker	L02
Carpenter I	L03
Carpenter II	L04
Carpenter III	L05
Chemical Application Tech-Lic	L04
Crew Chief	L04
Custodian	L01
Custodian -Part-Time	L01
Electrician I	L05
Electrician II	L06
Entertainment Fac Svc Wrk I	L02
Entertainment Fac Svc Wrk II	L03
Equipment Operator-Heavy	L04
Equipment Operator-Light	L02
Equipment Operator-Mid Size	L03
Equipment Oper - Multi	L05
Gate Attendant	L01
Gate Attendant P/T	L01
General Maintenance Techn I	L04
General Maintenance Techn II	L05
Horse Groom	L03
Horticultural Assistant	L04
Horticultural Specialist	L05
Irrigation Technician I	L04
Irrigation Technician II	L05
Landscape Technician Sr	L03
Lead Security Officer	L05
Lift Station Operator "A"	L05
Lift Station Operator "B"	L04
Lift Station Operator "C"	L03
Lift Station Operator Trainee	L02
Locksmith I	L04
Locksmith II	L05
Maintenance Worker	L01
Maintenance Worker P/T	L01
Mechanic I - Automotive	L02
Mechanic II - Automotive	L03
Mechanic III - Automotive	L04
Mechanic III - Industrial	L04

Mechanic II - Industrial	L03
Mechanic I - Industrial	L02
Mechanic IV - Automotive	L05
Mechanic IV - Industrial	L05
Painter I	L04
Painter II	L05
Parking Meter Technician I	L03
Parking Meter Technician II	L04
Parking Meter Technician I-P/T	L03
Parks Service Worker	L02
Plumber I	L04
Plumber II	L05
Pool Technician-Certified	L05
Refuse Collector	L02
Sanitation Eq Oper-Automated	L04
Sanitation Eq Oper-Commercial	L04
Sanitation Eq Oper-Residential	L03
Sanitation Eq Opr-Recycling	L04
Security Officer	L03
Signal Construction Tech I	L04
Signal Construction Tech II	L05
Signal Construction Tech Sr	L06
Traffic Electronics Tech I	L05
Traffic Electronics Tech II	L06
Traffic Maintenance I	L03
Traffic Maintenance II	L04
Traffic Technician Senior	L05
Tree Trimmer I	L03
Tree Trimmer II	L04
Tv Equipment Operator	L05
Utility Service Worker I	L02
Utility Service Worker II	L03
Wastewater Plant Operator "A"	L05
Wastewater Plant Operator "B"	L04
Wastewater Plant Operator "C"	L03
Wastewater Plant Oper-Trainee	L02
Wastewater Technician	L03
Wastewater Technician Sr	L04
Welder I	L03
Welder II	L04
Welder III	L05

## **APPENDIX B**

### **UTILIZATION OF LEAVE – POLICY**

#### **GENERAL INTENT**

Reliable attendance is a key job requirement. All absenteeism and lateness are disruptive to the workforce. Even proper requests for Scheduled Leave that are made when workloads are particularly heavy may be problematic. Supervisors and their employees need to cooperate as much as possible to accomplish the work of the City, yet meet the employees' needs. Unscheduled absences, whether paid or unpaid, may reach a point where they become excessive. Under these circumstances, an employee may receive progressive discipline, up to, and including termination.

#### **SCHEDULED LEAVE**

(Medical appointment, vacation, personal business, etc.) To be considered scheduled, leave must be requested and approved in accordance to the established policy of the employee's department or division. Requests must be presented to an employee's designated supervisor to be considered valid. Scheduled leave shall be paid if the employee has appropriate accrued leave and supervisory approval has been obtained. Supervisory approval of scheduled leave shall not be unreasonably denied; however, the needs of the working unit must be met before leave approval will be granted. If the Supervisor denies requested scheduled leave, the employee must report to work.

#### **UNSCHEDULED LEAVE**

All unscheduled leave excluding documentation signed by a Doctor excusing the employee from work is considered actionable: explanation or documentation as determined appropriate by the Program Manager or designee associated with the reason for unscheduled leave must be provided, and eligibility will be determined on a case by case basis. Except for extraordinary reason, all leave should be scheduled. Leave will be considered unscheduled in the event an employee fails to provide the necessary notice as stated above. An employee may be required to provide documentation as to the reason why the absence was necessary, depending on the circumstances of the absence. The employee will be asked if the unscheduled leave is related to a Family Medical Leave event. In cases of Family Leave, a certification of Health Care Provider form will need to be submitted by the employee. In order to receive pay for an unscheduled absence, an employee must call his designated supervisor no later than fifteen (15) minutes after the start of the assigned shift. Employees who call in after that period of time may be charged with an "Unexcused Absence" and may not be paid for the day. Absences which are infrequent, and demonstratively beyond the control

of the employee will be reviewed on a case-by-case basis and may be considered non-actionable for disciplinary purposes. In these circumstances, an employee may elect to use personal leave to cover the time absent from work.

An employee who has two (2) unscheduled actionable absences in a 30-day period will receive an oral counseling. If the four (4) unscheduled actionable absences occur in a 90-day period, the employee will receive a written reprimand.

Furthermore, following the seventh occurrence of actionable unscheduled leave in any 365-day period, the employee will receive a two (2) day suspension without pay. The employee will not be permitted to substitute personal leave for a suspension given under this Utilization of Leave Policy. For any future occurrence of unscheduled leave in the ensuing 180 days, the employee must provide documentation justifying the need for the unscheduled leave, satisfactory to the supervisor, within two (2) workdays after returning to work in order for the employee to be paid. This documentation may include, for example, a doctor's signed confirmation of a treatment and the need for the employee to be off, a repair shop bill or other documented details of the event, giving rise to the need to be off.

After receiving the two-day suspension, an employee may be terminated if the employee incurs two (2) undocumented or four (4) unsuitably documented unscheduled leave occurrences within 180 days of receiving the two (2) day suspension.

If the employee has already been suspended for violations of this policy and the employee again exceeds six (6) occurrences of actionable unscheduled leave in any 365-day period, the employee may be terminated. Occurrences, which took place prior to the 180-day monitoring period, shall not be included in any subsequent discipline.

#### **TARDINESS:**

Tardiness in arriving to the job may not be considered an unscheduled leave occurrence. Tardiness will be based on the policy established by the employee's department or Division based on their regularly scheduled start time. Tardiness will be reviewed on a case-by-case basis and may not be charged against the employee if the occurrence is infrequent and a legitimate reason or suitable documentation has been provided. (Example: Traffic accident causing delay, auto breakdown, emergency where supporting documentation is provided). Repeated tardiness may result in disciplinary action in accordance with the City's Policy and Procedure 808.20.

**EARLY RELEASE:**

A request to leave work early provided the employee works at least two (2) hours of the shift will not count as an unscheduled occurrence if it has been requested of and approved by the employee's supervisor as designated by the Division. Failure to receive such approval, and abandoning the job, will result in the denial of pay and disciplinary action will be taken against the employee. Excessive requests to leave work early may be rejected or subject to supervisory review of appropriate documentation supporting the need for the release.

**UNREPORTED ABSENCE**

An employee who fails to call in within fifteen (15) minutes after the start of the assigned shift to seek approval for an unscheduled absence may not be paid and could be subject to disciplinary action. Failure to call in or satisfactorily explain an absence in excess of three (3) consecutive workdays will be considered job abandonment and cause for immediate termination.

**DISCIPLINARY ACTION REFERENCE TABLE**

Occurrence	Disciplinary Action
2 unscheduled absences in any 30-day period	Oral Counseling
4 unscheduled absences in any 90-day period	Written Reprimand
7 unscheduled absences in any 365-day period	2-day Suspension without pay
2 undocumented or 4 unsuitably documented absences after receiving a 2-day Suspension under this policy	Termination



## **APPENDIX C**

### **LIUNA Wage Ranges Effective from October 1, 2016 to December 31, 2016**

<b>GRADE</b>	<b>MIN</b>	<b>MAX</b>
L01	\$9.72	\$15.59
L02	\$10.71	\$17.44
L03	\$12.31	\$19.23
L04	\$13.74	\$21.78
L05	\$15.25	\$23.88
L06	\$16.40	\$24.61

### **LIUNA Wage Ranges Effective January 1, 2017**

<b>GRADE</b>	<b>MIN</b>	<b>MAX</b>
L01	\$10.71	\$16.76
L02	\$11.51	\$18.75
L03	\$13.23	\$20.67
L04	\$14.77	\$23.41
L05	\$16.39	\$25.67
L06	\$17.63	\$26.46

### **LIUNA Wage Ranges Effective October 1, 2017**

<b>GRADE</b>	<b>MIN</b>	<b>MAX</b>
L01	\$10.98	\$17.18
L02	\$11.80	\$19.22
L03	\$13.56	\$21.19
L04	\$15.14	\$24.00
L05	\$16.80	\$26.31
L06	\$18.07	\$27.12

**LIUNA Wage Ranges Effective October 1, 2018**

<b>GRADE</b>	<b>MIN</b>	<b>MAX</b>
L01	\$11.25	\$17.61
L02	\$12.10	\$19.70
L03	\$13.90	\$21.72
L04	\$15.52	\$24.60
L05	\$17.22	\$26.97
L06	\$18.52	\$27.80