

**THE
COLLECTIVE BARGAINING
AGREEMENT BETWEEN
THE CITY OF
PENSACOLA
AND
AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES (AFSCME)
FLORIDA COUNCIL 79, AFL-CIO**

October 1, 2021 – September 30, 2024



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CONFIDENTIAL

ARTICLE 1

PREAMBLE

This Agreement is entered into between the City of Pensacola (the **Employer**), and AFSCME Florida Council 79, (the **Union**). The intent of the parties and purpose of this Agreement are to assure sound and mutually beneficial working and economic relationships between the parties; to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise; and to set forth basic and full agreement between the parties concerning rates of pay, wages, hours, and other terms and conditions of employment. There are and shall be no individual arrangements contrary to the terms herein provided. It is mutually understood and declared to be the public policy of the Employer and the Union to promote harmonious and cooperative relationships between the Employer and its employees and to protect the public by assuring at all times, the orderly and uninterrupted operations and functions of government.

The Union agrees to support federal, state and local laws requiring affirmative action to ensure equal employment opportunity.

ARTICLE 2

UNION RECOGNITION AND UNION DUES DEDUCTION

Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the employer recognizes AFSCME Florida Council 79 as the exclusive bargaining representative for those employees in the defined bargaining unit (commonly known as the Non-professional Employees) for the purposes of bargaining collectively in the determination of the wages, hours and terms and conditions of employment of the public employees within the bargaining unit covered by Public Employee Relations Commission (PERC) Certification Number 1764.

“Employee” shall be defined to include all classified employees who are employed by the City of Pensacola, whose classifications appear on the attached **Appendix A**.

If a dispute arises and the parties are unable to reach an agreement to any matter related to this article, then either or both parties may (in addition to arbitration), submit such dispute to the Public Employees Relations Commission (PERC) for final resolution.

Deductions and Remittance

A. During the term of this Agreement, the City will deduct AFSCME membership dues in an amount established by AFSCME and certified in writing by the President of Council 79. Employee transfers or promotions within the bargaining unit shall not require the submission of new forms.

B. The dues shall be made on the employee’s regular payroll basis and shall

begin with the first full pay period following receipt of the authorization form. The dues shall be remitted by the City to the AFSCME State Office within thirty (30) days after deductions are made, or as soon thereafter as possible. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted. When an employee returns from an approved unpaid leave status, dues deductions shall continue if that employee has previously submitted a deduction authorization form.

C. AFSCME shall notify the City in writing of any changes in its dues at least thirty (30) days prior to the effective date of such change.

D. Insufficient Pay for Deduction. In the event an employee's salary earnings within any pay period are no sufficient to cover dues, it will the responsibility of AFSCME to collect its dues for that pay period directly from the employee.

E. Termination of Deduction. The City's responsibility for deducting dues shall terminate automatically upon either: (1) thirty (30) days written notice from the employee to the City Human Resources office revoking that employee's prior deduction authorization, (2) the termination of employment, or (3) the transfer, promotion or demotion of the employee out of the bargaining unit.

F. Indemnification. AFSCME shall indemnify, defend and hold the City, the State of Florida and their officers, officials, agents, and employees harmless against any claim, demand, suit, or liability (monetary or otherwise) and for all legal costs arising from any action taken or not taken by the Board, the State or their officers, officials, agents, and employees in complying with this Article. AFSCME shall promptly refund to the City any funds received in accordance with this Article which are in excess of the amount of deductions which the City has agreed to deduct, provided that such unauthorized dues deductions are reported to AFSCME Council 79 by the City within one hundred and twenty (120) days of the occurrence.

G. Upon request of the President of the Local, Staff Representative, Regional Director, or AFSCME Council 79 Business Office, and no more than on a quarterly basis, the City will provide a Bargaining Unit Roster at no cost to the Union. The spreadsheet will include the following fields: Employee ID, Employee Name, Home Address, Zip, Title/Position, Department Name, Hire Date, and salary rate. This information will be prepared on the basis of latest information available in the database at the time of the request. The list shall be in Excel format.

H. All forms can be completed electronically.

I. Employees who wish to withdraw membership from AFSCME may do so at any time.

Appendix .C

AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES AFSCME DUES AUTHORIZATION FORM

ARTICLE 3

UNION RIGHTS

The City and the Union recognize that it is in the best interest of both parties, the employees and the public for all relations between them to be characterized by mutual responsibility and respect, and acknowledge with this Agreement that a common interest exists and is a basis for the development of sound Union-Management cooperation to promote the business of the City and the welfare of its employees. The Union recognizes that, in consideration of the commitments undertaken by the City in this Agreement, every employee is obligated to give honest, efficient, and economical service in the performance of his or her duties. To insure that this relationship continues and improves, the City, the Union and their respective representatives will apply the terms of this Agreement fairly in accordance with its intent and meaning, and consistent with the Union's status as exclusive bargaining representative of all employees employed in the bargaining unit. Each party shall bring to the attention of all employees in the unit, including new or probationary employees, their duty to conduct themselves in a spirit of responsibility and respect. To ensure adherence to this purpose, the parties shall also make all employees aware of the measures to which they have agreed.

Employees covered by this Agreement may be represented by Union representatives when they so choose. Under the circumstances detailed below, an employee may designate no more than one Union representative to represent him or her, and that Union representative shall be allowed to utilized Union Pool Time, until such Pool Time is exhausted, to furnish the representation requested. The circumstances applicable to this paragraph are:

- II. When an employee attends an investigatory and or disciplinary interview, in which any member of management questions an employee to obtain

information, which could be used as a basis for discipline or asks an employee to defend his or her conduct (the exercise of Weingarten Rights).

- III. To represent an employee at his or her request at the Verbal (Oral) Step of the grievance process, as set forth in the Grievance Procedure herein.
- IV. To represent an employee at his or her request at a Step 1, Step 2 or Step 3 meeting, as set forth in the Grievance Procedure herein.

The protracted absence or unavailability of a particular employee/Union representative may not be used as basis for an undue delay in an investigation of conduct or the processing of a grievance, and an alternative Union representative may be designated.

Nothing in the Agreement shall prevent any employee from presenting his/her own grievances without the intervention of the Union, provided that the adjustment is not inconsistent with the terms of the collective bargaining agreement. The Union shall be sent copies of all decisions at the same time as they are sent to the other parties.

Employees in the bargaining unit shall have the right to join or refrain from joining the Union, and to engage in lawful concerted activities for the purpose of collective bargaining or negotiation or any other mutual aid and protections.

In addition to the use of Union Pool Time authorized above, the Union President or one alternate designated by the Local Union President shall be granted Union Pool Time off from work, provided that such Pool Time has not been exhausted, for the purpose of attending to appropriate Union activities away from the workplace

requiring his or her presence. The President's or alternate's use of paid leave shall be scheduled with the employee's supervisor with reasonable advanced notice, which scheduling shall not be unreasonably denied.

ARTICLE 4

MANAGEMENT RIGHTS

The Union agrees that the City has and will continue to retain, whether exercised or not, the right to operate and manage its affairs in all respects; and the powers or authority which the City has not expressly abridged, delegated or modified by the express provisions of this Agreement are retained by the City. The rights of the City, through its management officials, shall include, but shall not be limited to, the right to:

- determine the organization of the City government;
- determine the purpose of each of its constituent departments;
- exercise control and direction over the organization and efficiency of operations of the City;
- set standards for service to be offered to the public;
- direct the employees of the City, including the right to assign work and overtime;
- hire, examine, classify, promote, train, transfer, assign and schedule employees in positions with the City;
- suspend, demote, discharge, or take other disciplinary action against employees for just cause;
- increase, reduce, change, modify or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work or funds;

- determine the location, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods or services are to be made or purchases;
- establish, modify, combine or abolish job pay positions; and
- change or eliminate existing methods of operations, equipment or facilities.

The City has the sole authority to determine the purpose and mission of the City, and to prepare and submit budgets to be adopted by the City Council.

The exercise of such rights shall not preclude the Union from raising grievances, should decisions of the above matters have the practical consequence of violating the terms and conditions of this Collective Bargaining Agreement.

Nothing contained herein shall be construed to constitute a waiver by the Union of its right to negotiate over the impact of managerial decisions on all terms and conditions of employment.

ARTICLE 5

AFSCME ACTIVITIES

5.1 Union Pool Time

The Employer will grant four hundred (400) hours annually for use as AFSCME Pool Time. The total Pool Time may exceed four hundred (400) hours by employee contributions to this Pool.

This time shall be used for the purpose of attending or handling a grievance meeting, negotiating session or arbitration; or attending AFSCME functions. Approval of such time shall be authorized by the AFSCME President, First Vice- President, Second Vice-President, or Secretary. Time will be charged in increments of one-half (1/2) hour. AFSCME may rollover not more than a total of two hundred (200) unused hours to a subsequent contract. The employee that is to be off shall furnish an authorized request from AFSCME to his or her immediate supervisor, with reasonable advanced notice. This request will then be forwarded to the Department Director/Administrator, who shall then forward the request to the Human Resources Director for approval. Employees wishing to utilize this benefit are to use the established Union Pool Time Leave Request Form which will be available through the Human Resources Website, and shall also attach formal documentation from the Union for the meeting/function/activity causing the need for leave. It will be the responsibility of the Union to ensure that all their members are properly informed of activities, and that the proper steps are taken in order to be granted Union Pool Leave in order to participate in said activity.

Employees receiving the Pool Time leave will be awarded leave hours based

on the “cash value” of the leave.

For purposes of negotiations, once the Union has informed the Human Resources Director who the negotiating members will be on behalf of the Union, the Human Resources Director will then inform management staff of these employees participation in the process. It will still be the responsibility of the Union Representatives to follow the proper protocol in requesting Union Pool Time for each negotiation session they wish to be considered for authorization to attend.

5.2 Special Meetings

The City and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters set forth in the request, or other subjects mutually agreed to, but it is understood that these special meetings shall not be used to renegotiate this agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request and at time and place mutually agreeable to the parties. The Union shall have the right at these special meetings to recommend to the Chief Labor Relations Officer or his/her designee resolutions to items discussed.

5.3 New Employee Orientation

AFSCME shall be permitted to have an approved packet of printed material included in the packets provided to new employees at the Human Resources New Employee Orientation meeting. The City will provide AFSCME with a schedule of orientation meeting dates and times. At the conclusion of the City's orientation, AFSCME may present membership materials to employees who voluntarily wish to attend.

5.4 Representatives Access:

Officials of the Union, may, with proper authorization, which will not be unreasonably withheld, be admitted to the property of the Employer. Union Officials shall be able to talk with employees before or after regular working hours or during unpaid lunch hours of said employees on Employer property in areas mutually agreed on by the Union and the Employer.

ARTICLE 6

BULLETIN BOARDS

Section 1. The City agrees to provide space for the Union to erect, at the Union's expense, one bulletin board, not to exceed thirty-six inches (36") by thirty-six inches (36"), in the break rooms in the following locations:

Pensacola International Airport

Pensacola Energy

Field Service Center

Sanitation Services

Garage

In addition, the City shall provide in-boxes for the Union's use at the Port of Pensacola, and City Hall. The precise location of each bulletin board and in-box shall be approved by the Department Director/Administrator or his/her designee but shall be easily accessible and visible to bargaining unit employees. The Union shall be responsible for purchasing and erecting boards.

Section 2. These bulletin boards shall be used for posting Union notices, but restricted to:

- a. Notices of Union recreational or social affairs
- b. Notices of Union elections and results of such elections
- c. Notices of Union meetings
- d. Notices of Union appointments and other official Union business
- e. Minutes of Union meetings
- f. Rulings and policies of the Union
- g. Reports of Union committees

All costs incidental to preparing and posting of Union materials shall be borne by

the Union. The Union is responsible for posting and removing approved material on designated bulletin boards and maintaining such bulletin boards in an orderly condition. None of the posted material shall be derogatory in any obvious manner of the Employer, its managers, officers, agents or employees, and, prior to any material being posted, copies of material shall be submitted to the Human Resources Director.

Section 3. The Employer may remove any document not in compliance with Section 2 above, with prior notice to the Union President.

Section 4. The parties will consult regarding the opportunity to utilize the City's intranet to develop an electronic bulletin board.

ARTICLE 7

PERSONNEL ADMINISTRATION

The parties acknowledge that their common goal is to utilize the collective bargaining process to develop employment procedures which are fully covered

by and reflected in the collective bargaining agreement, and that the procedures so developed are intended to completely govern the employer-employee relationship between them independent of and without resort to a civil service board or system. The parties further agree that this process will directly impact upon mandatory subjects of bargaining. Accordingly, the parties agree to establish a Labor-Management Committee to engage in a cooperative effort to discuss personnel policies and procedures, including those contained in the Human Resources Policy Manual. Employees covered by collective bargaining agreements are covered by these policies only to the extent that the collective bargaining agreements are silent on an issue or do not conflict with these policies; in the event of conflicting provisions or language, the language of the collective bargaining agreement will prevail.

The parties further agree that the Grievance Procedure Article in this Collective Bargaining Agreement shall be the remedy for resolving any dispute concerning these policies and procedures.

ARTICLE 8

SENIORITY

Section 1. Definition

For the purpose of this agreement, "seniority" shall be defined as length of service within the classification in the department:

A tie in seniority will be decided in favor of the employee with the earliest date of birth. An employee's length of service for purposes of seniority shall be deemed continuous while such employee is on leave of absence due to illness or accident or on layoff status.

Section 2. Seniority Application

Except under extraordinary circumstances, vacations, shifts, shift transfers and regular days off shall be determined with due regard for needs of the department, seniority, and bargaining unit employee preference. The City and the Union understand that there may be times when the needs of a department will not permit such scheduling.

Seniority shall also be considered in promotions, transfers, and lay-offs as indicated in this Agreement.

Section 3: Employees of Systems Acquired by the City

Employees covered by this Agreement shall suffer no loss of seniority in the event the city acquires an operating system and it is deemed necessary to retain the employees of the newly acquired system and incorporate them into the City's organization.

Section 4: Probationary Employees

New Employees hired by the City will be in a probationary status for six (6) months.

ARTICLE 9

LAY-OFFS AND RECALLS

Section 1.

“Lay-off” shall be defined as a reduction in force after a determination by the City of a lack of funds, lack of work, material changes in duties or organization for purposes of economy or efficiency, or abolishment of positions.

The City may lay off employees when the City determines a reduction of workforce to be in the best interests of the City. Such lay-off shall be based upon seniority.

Section 2.

Any laid-off employees shall be responsible to keep on file with Employer the address to which the notice of return to work is to be sent. The Employer will notify a recalled laid-off employee not less than three (3) weeks prior to the date the individual is to report to work by certified mail sent to the address which such laid-off employee has on file with the Employer.

Section 3.

Any recalled employee shall be considered to have abandoned his/her position if he/she fails to accept employment within three (3) days after notification, or fails, without an excuse which Employer regards as reasonable, to report to work as instructed.

ARTICLE 10

EMPLOYMENT, PROMOTION, DEMOTION & TRANSFER

10.1(A) Classification Review

When an employee alleges that regularly assigned duties constitutes a significant portion of the employee's work time are duties not included in the employee's position description or the classification specification to which the position is assigned, the employee may make a request for a review through the Human Resources Division.

Classification review includes the following outcomes:

Potential outcomes of a classification review:

- Determination that the position is classified correctly and that the current role and pay level are appropriate. Changes in job duties were not significant enough to require a change in salary range or title.
- Determination that the job duties of the position are best allocated to a higher role and pay range. (promotion)
- Determination that the job duties of the position are best allocated laterally to a different role but in the same pay range.
- Determination that a position is functioning in a pay range below its current classification. (demotion)

When a decision is reached the results will be communicated through the supervising manager. Even if a job is found to complete tasks associated with a higher pay grade management reserves the right to reassign tasks to appropriate staff in lieu of providing a promotion to the effected staff member. Employee shall be paid for time worked if position is assigned to a higher classification. The effective date of such changes shall be no more than 20 days retro from the date the classification audit is completed.

10.1(B) Position Description

Each employee shall be given the opportunity to review his/her position description and the employees' signature shall acknowledge that the incumbent has made such a review and that the employee has received a copy of the current position description.

10.2 Working out of classification

Bargaining unit members working temporarily in a higher class for more than twenty (20) consecutive shifts will be paid out-of-class differential pay incentive of 10% premium on their base wage beginning with their 21st consecutive shifts. To qualify, an employee must be assuming the full and complete duties and responsibilities of the higher class. Said differential pay shall be applicable only when the vacancy has resulted from an illness that qualifies under FMLA, on-the-job injury or a job vacancy that is a position duly created and still existent but not occupied by an employee. Such differential pay shall begin only after the employee has performed the complete duties for twenty consecutive (20) shifts and shall be paid only for time actually worked. Out-of-class differential pay shall apply only to the shifts worked after the twenty (20) consecutive shifts have been completed. Out-of-class differential shall be paid with the employee's regular compensation and is pensionable. Complete records of such out-of-class differential work shall be submitted to the Division of Human Resources within two (2) weeks of having performed such work, on forms furnished by that department. Employees approved for acting out of class assignments must requalify every time a new event occurs.

- 10.3. When a vacancy exists, the City may choose to fill the vacancy from within the City's workforce (internal) or may request an external recruitment process be conducted. Those positions to be filled by recruitment may be advertised internally and externally concurrently. Job announcements will provide information about the position and the required examination process.
- 10.4 When a position is announced internally, a job announcement will be distributed and open for a minimum of ten (10) working days, to all City departments. Applicants are required to submit the appropriate application by the announced closing date. Internal announcements are open only to employees of the City.
- 10.5 When a position is announced externally, a job announcement will be distributed and open for a minimum of ten (10) working days. External recruitments may require outside advertising (i.e., newspapers, trade journals, etc.). If the position has recently been announced internally, internal employees who were unable to apply during the internal process may also apply.
- 10.6 Applications are accepted only when positions are posted. Applications are required for all positions filled by a recruitment process and must be filed with Human Resources by the announced closing date and time. Applications collect details regarding experience, training, education, and other pertinent information. Required documentation may be required along with the application that provides proof of education, certification, veteran preference, etc. Applicants must attest to the truthfulness of all statements contained in the application and false statements or misrepresentation by an applicant may be cause for denying employment or for discharge from City employment at

any time after being employed.

- 10.7 Examinations for positions will be practical and objectively measure the relative capabilities of the applicant to perform the duties of the position in accordance with industry standards and generally accepted testing practices. Persons eligible to make application—whether by internal or external recruitment—who meet the minimum qualifications may apply and take an examination.
- 10.8 Examinations may include a written test, an interview, a performance test, an evaluation of training and experience, supervisory efficiency rating, self-development, recency of pertinent experience, assessment centers, psychological tests, or other accepted assessment, or any combination thereof. Examination components will total 100%.
- 10.9 Eligible registers will be prepared based on internal and/or external recruitment status. Registers will contain the names of candidates who meet the minimum qualifications and who have obtained a passing score on the examination process.

“Minimum Qualifications” are defined as those minimum requirements such as education and experience that are bona fide occupational qualifications which an applicant must possess to be considered for appointment.

Additional requirements such as licenses, certificates, etc. may also be indicated when necessary to perform the essential duties of the position. No person may be employed or promoted who does not meet the minimum qualifications for a position.

Passing examination scores may be augmented by additional points, such as veteran preference points (per Florida statutes). However, the availability of such additional points will be indicated on the job posting or announcement. Applicants will be listed by total score/grade.

10.10 Eligible registers for positions covered by this Agreement are in effect for one (1) year, unless extended by request of the appointing authority. If a substantial change is made to the bona-fide qualifications of a position, an eligible register may be cancelled.

10.11 The eligible list of applicants will be certified by Human Resources to the appointing authority; any person on the list is eligible for employment or promotion.

10.12 Prior to employment or appointment to a position, appropriate background and reference checks will be completed in accordance with City policy.

10.13 Any applicant for employment who makes a false statement in connection with any application or examination shall be deemed ineligible for selection under that job announcement. Knowingly making a false statement in connection with an application or examination shall be grounds for termination, and such an employee will be ineligible for any appointment in the service of the City for a period of three (3) years.

10.14 When a vacancy is to be filled by demotion, the employee must meet the qualifications for the target position. Demotions may be the result of disciplinary action or at the request of an employee.

- 10.15 When a vacancy is to be filled by transfer, the employee must meet the qualifications for the target position and department directors/administrators must agree to accept the transferee. The request for transfer must be documented on an approved form and approved by both department directors/administrators.
- 10.16 All employees will receive written performance evaluations at periodic intervals during their probationary period, annually, and when there is a significant change in the employee's performance. Such evaluations are intended to provide the employee with an opportunity to increase the employee's understanding of the City's performance standards and expectations as well as to continue to grow in the employee's service to the City. A Union representative may be present at the time an evaluation is presented to the employee, and the employee may provide a rebuttal to any assessment with which he or she disagrees.

ARTICLE 11

DISCIPLINE AND DISCHARGE

11.1 Discipline and/or counseling will normally be carried out in a manner, which does not embarrass an employee. Neither formal nor informal counseling are considered to be a disciplinary action but are considered efforts to identify and correct deficiencies or improve performance. An employee who receives a formal record of counseling will be permitted a period of ten (10) calendar days within which to prepare a written rebuttal; and the supervisor who prepared the counseling will review the documents prior to placing them in the affected employee's personnel file.

11.2 The parties agree to the principle that employee discipline should be conducted in accordance with a progressive discipline approach in which progressive disciplinary action will be taken for repeated similar or related offenses, except where the course of conduct or the severity of the offense justifies otherwise. Any disciplinary action instituted under this section shall be implemented within a reasonable period of time after the event giving rise to such disciplinary action or knowledge thereof.

11.3 No non-probationary employee shall be removed, discharged, reduced in rank or pay, suspended, or otherwise disciplined except for just cause. Employees being disciplined must be furnished with a written statement of the charges or reason for the discipline. If requested by the employee, a copy of the written statement must be provided to a Union representative.

11.4 Any written reprimand shall be furnished to the employee and shall state the reason for the reprimand. The employee will be requested to sign the reprimand in order to acknowledge awareness of it, and if he or she refuses to sign it, the refusal shall be noted and placed in the employee's personnel file. An employee's signature on a written reprimand shall constitute an acknowledgement of an awareness of the reprimand, and not an agreement with the basis for the reprimand. Employees shall be able to file a grievance through step II of the grievance procedure.

11.5 Employees have the right to review their own personnel file at reasonable times under supervision of the designated custodian.

11.6 Employees shall have the right to grieve the disciplinary actions of suspension, demotion, reduction in rank for cause stated, or dismissal by utilizing the grievance and arbitration rights provided herein.

- A. City of Pensacola shall have the right to bring discipline within 30 days of the event giving rise to the discipline or 30 days upon the closure of an investigation should an investigation be deemed necessary. Investigations will be concluded within sixty (60) days of the event giving rise to the discipline, except when mitigating circumstances arise. This time may be extended due to any mitigating circumstances.
- B. Counseling included as progressive discipline shall be valid for one (1) year.
- C. Verbal (Oral) discipline shall only be valid for one (1) year.
- D. All other forms of discipline shall only be valid for two (2) years.

ARTICLE 12

GRIEVANCE PROCEDURE

Section 1. - DEFINITIONS

As used in this Article:

- A. "Grievance" shall mean a dispute involving the interpretation or application of the specific provisions of this Contract, except as exclusions are noted in this Contract.
- B. "Employee" shall mean an individual employee or a group of employees having the same grievance. In the case of a group of employees, one employee shall be designated by the group to act as spokesperson and to be responsible for processing the grievance.
- C. "Days" shall mean calendar days, excluding any day observed as a holiday as defined in the City Code.
- D. "Steward" or "Union Steward" shall mean an employee in the bargaining unit selected by AFSCME to fulfill the functions described in this Article, whose name has been provided by the Union to the Office of the Human Resources Director of the City prior to the individual serving as a Steward.

Section 2. - REPRESENTATION

- A. If any employee selects a Steward to represent that employee in a grievance which has been properly filed in accordance with this Article, the

Steward may be allowed to use the AFSCME Pool Time for time off to investigate the grievance at the Verbal (Oral) Step and to represent the grievance at any Verbal (Oral) Step and Step 1 meetings that are held during regular working hours. Such time off must be requested of the Steward's immediate supervisor who will send a copy of the request to the Office of the Human Resources Director; however, approval of such time off will not be withheld if the Steward can be allowed such time off without interfering with, or unduly hampering, the operations of the unit to which the Steward is regularly assigned. The Human Resources Director shall coordinate the release of Stewards from work in order to investigate a grievance.

- B. Investigations will be conducted in a way that does not interfere with City operations.
- C. The Steward in the same work location of the closest work location shall be selected to represent the employee.
- D. A Steward who has been selected to represent an employee as provided in this Article will be considered a required participant at the Step 1 grievance meeting.
- E. An employee, who files a grievance in accordance with this Article, or the designated spokesperson in a class action grievance, will be offered the opportunity to participate at the **Verbal (Oral) Step and Step 1** grievance meetings.
- F. Both the employee and the employee's representative, if any, shall be notified of the Step 1 meeting. Further, all communication concerning written

grievances or their resolution shall be in writing and a copy shall be sent to both the employee and the employee's representative.

- G. If the employee is not represented by the Union, any adjustment of the grievance shall be consistent with the terms of this Contract. The Union shall be given reasonable opportunity to be present at any meeting called for the resolution of the grievance, and processing of the grievance will be in accordance with the procedures established in this Contract. The Union shall not be bound by the decision of any grievance in which the employee chose not to be represented by the Union.
- H. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the City to take the action complained of, subject, however, to the final disposition of the grievance.
- I. At any time if a meeting between a supervisor and employee evolves into a discussion of job performance, an investigatory interview which could reasonably lead to discipline, and/or employee discipline, the employee the right to have the Union Steward or other Union representative present during the discussion.

Section 3. – THE GRIEVANCE PROCEDURE

A. General Rules for the Grievance Procedure

- (1) Employee GRIEVANCES filed in accordance with this Article should be presented and handled promptly at the lowest level of supervision having the authority to adjust the grievances.
- (2) Once a grievance is presented, no new violation or issue can be raised.

- (3) There shall be no reprisals against any of the participants in the procedures contained herein by reason of such participation.
- (4) The grievance may be filed by facsimile, email, personal service, or via the United States Postal Service to the designated employer representative.
- (5) All grievances will be presented at the Verbal (Oral) Step, with the following exceptions:
 - (a) If the grievance arises from the action of an official higher than the Step 1 supervisor, the grievance shall be initiated at the Step 2 or 3 as appropriate, by submitting a grievance form as set forth in Step 1 within ten (10) days following the occurrence of the event giving rise to the grievance;
 - (b) A dispute involving the interpretation or application of a provision of this Contract which gives a right to the Union as an employee organization may be presented by the Union as a grievance. Such grievance shall be initiated at Step 3 of this procedure, in accordance with the provisions set forth therein, within 10 days of the occurrence of the event giving rise to the grievance.
- (6) Grievances shall be presented and adjusted in the following manner, and no one individual may respond to a grievance at more than one written step. In the event a grievance is not answered in a timely manner at the preceding

step, the City agrees not to remand the grievance for the purpose of obtaining the answer without the mutual agreement of the Union.

B. The Steps

(1) Verbal (Oral) Step:

- (a) An employee having a grievance may, within ten (10) days following the occurrence of the event giving rise to the grievance, present the grievance verbally (orally) to his or her immediate supervisor. The immediate supervisor shall make every effort to resolve the grievance at the Verbal (Oral) Step, including meeting to discuss the grievance if such meeting is requested by the employee or the employee's representative or if a meeting is deemed necessary by the supervisor. The supervisor shall communicate a decision to the employee or the employee's representative, if any, within five (5) days following the date the grievance is received at the Verbal (Oral) Step.
- (b) If the grievance is not resolved by such informal discussion, the employee may, within five (5) days after receipt of the decision at the Verbal (Oral) Step, submit a formal grievance at Step 1 of this procedure.
- (c) Failure to communicate the decision within the specified time limit shall permit the employee or the Union, where appropriate, to proceed to the next step.

- (d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement.

(2) Step 1:

- (a) In filing a grievance at Step 1, the employee or the designated employee representative shall submit to the Step 1 City representative a grievance form furnished by the Union setting forth specifically the complete facts on which the grievance is based, the specific provisions or provision of the Contract allegedly violated, and the relief requested. All written documents to be considered by the Step 1 City representative shall be submitted with the grievance form; however, if additional written documentation is obtained after the grievance is filed, such documentation may be presented at the Step 1 meeting.
- (b) The City's designated Step 1 representative shall have a meeting to discuss the grievance and shall communicate a decision in writing to the employee and the employee's representative, if any, within five (5) days following the date the grievance is received at Step 1.
- (c) Failure to communicate the decision within the specified time limit shall permit the employee or the Union, where appropriate, to proceed to the next step.
- (d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any

specific instance, by mutual agreement.

(3) Step 2:

- (a) If the grievance is not resolved at Step 1, the employee or the employee's representative may submit it in writing to the Department head or his designated representative within five (5) days after receipt of the decision at Step 1. The grievance shall include a copy of the grievance form submitted at Step 1 and a copy of the Step 1 response, together with all written documents in support of the grievance. When the grievance is eligible for initiation at Step 2, the grievance form must contain the same information as a grievance filed at Step 1 above.
- (b) The Department Head or his designated representative may have a meeting with the employee and/or the designated Union representative to discuss the grievance. The Department head or his designated representative shall communicate a decision in writing within five (5) days following receipt of the written grievance.
- (c) Failure to communicate the decision within the specified time limit shall permit the employee, or the Union, where appropriate, to proceed to the next step.
- (d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement.

(4) Step 3:

- (a) If the grievance is not resolved at Step 2, the Union, or the employee if not represented by the Union, may appeal the Step 2 decision, in writing, to the Mayor or his designated representative

within five (5) days after receipt of the decision at Step 2. The grievance shall include a copy of the grievance form submitted in Steps 1 and 2, together with all written responses and documents in support of the grievance. The Mayor's designated representative may have a meeting with Union to discuss the grievance. When the grievance is eligible for initiation at Step 3, the grievance form must contain the same information as the grievance filed at Step 1, above.

- (b) The Mayor's designated representative shall communicate a decision in writing to the employee and the Union within ten (10) days following receipt of the written grievance.
- (c) Failure to communicate the decision within the specified time limits shall permit the employee or the Union where appropriate, to proceed to the next step.
- (d) The number of days indicated at this step shall be considered as the maximum, and every effort will be made to expedite the process. However, the time limits specified may be extended in writing, in any specific instance, by mutual agreement.

(5) Arbitration:

Arbitrability: Issues of arbitrability shall be bifurcated from the substantive issues(s) and, whenever possible, determined by means of a hearing conducted by conference call. The parties may jointly select an arbitrator or utilize FMCS to obtain an arbitrator for this conference call hearing. However, if the parties can't mutually agree on an arbitrator then either party may request a panel list of seven (7) arbitrator names from FMCS. The strikeout method shall be utilized

with the person requesting said panel to strike first. The arbitrator shall have ten (10) days from the hearing to issue a decision on arbitrability. The parties agree that the arbitrator's fees shall be equally divided. If the issue(s) is/are judged to be arbitrable, a different arbitrator may then be selected using the above method to hear the substantive issue(s) in accordance with the provisions of this agreement. All other provisions of this agreement shall remain in full force in effect.

(a) If the grievance is not resolved at Step 3 and arbitrability has been verified, the Union may appeal the Step 3 decision to Arbitration on a Request for Arbitration form (to be supplied by the City) within thirty (30) days after receipt of the decision at Step 3. If, at the initial written step, the Union does not represent the employee because the employee is not a dues-paying member of the Union, the employee may appeal the grievance to Arbitration.

(1) Upon appeal to Arbitration, either or both parties to the grievance may agree to use the mediation services of the Federal Mediation and Conciliation Service (FMCS) to settle the dispute. If the parties are unable to arrive at a mediated settlement, either party may request the FMCS to provide a panel of five (5) arbitrators. After the panel has been received from FMCS, the representatives of the Union or the employee (as the case maybe) and the City shall meet and alternately strike names until one arbitrator remains. The party requesting arbitration shall strike the first name. The name remaining shall be selected as the arbitrator. The Union or employee may, in its written request for arbitration, include the names of two (2) arbitrators, either of whom is acceptable to the

Union or employee to arbitrate the grievance. If the two (2) parties involved in the selection do not mutually agree upon the selection of one of the persons listed or some other person, the FMCS procedure will be followed. Notwithstanding the provisions of this section, an arbitrator maybe mutually selected by the parties to the arbitration proceedings in a manner other than outlined above.

- (b) The parties may, by mutual agreement in writing, submit related grievances for hearing before the same arbitrator.
- (c) Arbitrability. Issues of arbitrability shall be bifurcated from the substantive issue(s) and, whenever possible, determined by means of a hearing conducted by conference call. The arbitrator shall have ten (10) days from the hearing to render a decision on arbitrability. If the issue is judged to be arbitrable, another arbitrator shall be selected to hear the substantive issue(s) in accordance with the provisions of this Agreement.
- (d) Arbitration hearings shall be held within thirty (30) days and at locations mutually agreed to by the parties, taking into consideration the availability of evidence, location of witnesses, existence of appropriate facilities, and other relevant factors.
- (e) The arbitrator may fashion an appropriate remedy to resolve the grievance and provided the decision in accordance with his jurisdiction and authority under this Contract, shall be final and binding on the City, the Union, the grievant(s) and the employees in the bargaining unit.
- (f) In considering a grievance, the arbitrator shall be governed by the following provisions and limitations:
 - (1) The arbitrator shall issue a decision no later than thirty (30)

days from the date of the closing of the hearing or the submission of briefs, whichever is later.

- (2) The arbitrator's decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the precise issues submitted.
- (3) The arbitrator shall have no authority to determine any other issue, and the arbitrator shall refrain from issuing any statement of opinion or conclusion not essential to the determination of the issues submitted.
- (4) The arbitrator shall limit the decision strictly to the application and interpretation of the specific provisions of this Contract.
- (5) The arbitrator shall be without power of or authority to make any decisions:
 - (a) Contrary to or inconsistent with, adding to, subtracting from, or modifying, altering or ignoring in any way, the terms of this Contract, or applicable law or rules or regulations having the force of law; or
 - (b) Limiting or interfering in any way with the powers, duties and responsibilities of the City under its Charter, applicable law, and rules and regulations having the force and effect of law, except as such powers, duties and responsibilities have been abridged, delegated or modified by the expressed provisions of this Contract; or
 - (c) Which have the effect of restricting the discretion of a Department Head or otherwise granted by law or the personnel rules of the City unless such authority is

modified by this Contract.

(g) The arbitrator's award may include back pay to the grievant(s); however, the following limitations shall apply to such monetary awards:

- (1) No award of back pay shall exceed the amount of pay the employee would otherwise have earned and such back pay shall not be retroactive to a date earlier than the date of the occurrence of the event giving rise to the grievance under consideration;
- (2) The award shall not exceed the actual loss to the grievant and will not include punitive damages;
- (3) Each party shall be responsible for compensating and paying the expenses of its own representatives, attorneys and witnesses. The City and the Union will evenly split the arbitrator's fee and expenses;
- (4) The Union will not be responsible for costs of an arbitration to which it was not a party; and
- (5) The filing of a grievance waives any right to an Administrative Grievance with the City or a grievance with the Public Employees Relations Commission in accordance with Florida Statutes 447.401.

SECTION 4. - TIME LIMITS

- A. Failure to initiate or appeal a grievance within the time limits specified shall be deemed a waiver of the grievance.
- B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the employee or the Union, where appropriate, to proceed to the next step.

- C. Claims of either an untimely filing or untimely appeal shall be made at the step in question.
- D. The failure of a member of the bargaining unit to file either a verbal (oral) grievance or a formal written grievance within fifteen (15) days of the occurrence of the event complained of shall be deemed a waiver of the grievance.

SECTION 5.

Nothing in this Article or elsewhere in this Contract shall be construed to permit the Union or an employee to process a grievance on behalf of any employee without his or her consent except in matters which affect the bargaining unit or the interpretation or application of this agreement.

SECTION 6. NO DISCRIMINATION

1. Non-Discrimination Policy – (A) Neither the City nor the Union shall discriminate against any employee for any reason prohibited under Florida Statutes or any federal law. If any provision of this Contract is in conflict with any federal or state law or any rules having the effect of law, the law or rule shall prevail. (B) Any claim of illegal discrimination by an employee against the City, its officials, or representatives, except for grievances related to union membership, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.
2. Sexual Harassment (A) The Union shall have the right to consult on issues of sexual harassment with the Step 1 Management Representative and/or designee(s), up through the Step 2 Management Representative and/or designee(s). (B) The City agrees to take appropriate action if it finds an employee has engaged in sexual harassment. (C) Any claim of sexual harassment by an employee against the City, its officials or

representatives, shall only be subject to the method of review prescribed by law or by rules and regulations having the force and effect of law.

ARTICLE 13

OUTSIDE EMPLOYMENT

Employees covered by this Agreement may, upon prior written application and approval by the Employer, accept outside employment. Such employment is permitted provided the following criteria are observed:

1. No such employment may be of a character inconsistent or incompatible with or in obvious conflict with the employee's duties with the City.
2. Such outside occupations must be carried on fully outside of regular hours of City employment and must not interfere in the performance or efficiency of the employee's position. Such work must not be of such a strenuous nature or of such a schedule as to influence the employee's conduct, efficiency, attendance or promptness.
3. The work must not create the appearance of a conflict of interest in the performance of an employee's regular responsibilities or be of such a character as to cast doubt upon the employee's fairness or impartiality in their duties as a City employee.
4. Under no conditions may the employee, in his or her alternate capacity, sell any service or merchandise to the City.
5. Any employee taking part in any outside employment must fully and honestly complete an Outside Employment Form (PF-405). The form must be submitted to the employee's Department Director for review and approval.

A form must be completed for each outside employment; with a new one to be filled out any time there is a change in such employment. Failure to file such a form through the employee's chain of command within two (2) weeks of employment, may subject the employee to discharge, suspension, or other appropriate disciplinary action.

Termination of outside employment must be reported on the Termination of Outside Employment Form (PF-406)

Continued efforts by the City to cooperate with employees in permitting outside employment will not be construed as a waiver of the City's right to require unscheduled overtime and to require that its employees be available for emergency services in accordance with this Agreement.

Disputes concerning the disapproval of outside employment shall be subject to the grievance procedure up to Step 3.

ARTICLE 14

WORKER'S COMPENSATION

The City will provide bargaining unit employees Worker's Compensation benefits under the conditions set forth in the City's Human Resource Policy Manual, as may be amended, in accordance with the law.

ARTICLE 15

ADMINISTRATIVE LEAVE

In the interest, protection, or security of an employee, the City, or if the employee's presence on the job is judged to be detrimental to the work operations, the Department Director may place the employee on administrative leave with pay.

ARTICLE 16
ANNIVERSARY DAY

Employees shall receive one day of leave at the completion of each five (5) year-interval of service (i.e., 5, 10, 15 or 20 years). The anniversary day must be taken within one (1) year of reaching the milestone anniversary or the day will be forfeited.

ARTICLE 17
LEAVE FOR MILITARY, HIGHER EDUCATION, EMERGENCY, COURT DUTY
AND DOMESTIC VIOLENCE

Employees may be granted leave for military, higher education, emergency, court duty, or as a victim of domestic violence in accordance with the policies and procedures contained in the City's Human Resources Policy Manual.

ARTICLE 18
FAMILY AND MEDICAL LEAVE

The parties agree to comply with the federal Family and Medical Leave Act as set forth in the City's Human Resource Manual, as may be amended, in accordance with the law.

ARTICLE 19
FUNERAL LEAVE

In the event of a death in the employee's immediate family, which is defined as spouse, parents, step-parents, children, step-children, brothers, sisters, step-brothers, step-sisters, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, aunt or uncle of the employee and of their spouse, the City will permit up to three (3) days off with pay. The City may request verification of the death. Special consideration may be given to any individual who has a close, long-standing, personal relationship with the employee where such a person acted similar to and/or stood in the place of a mother, father, brother, sister, or grandparent of the employee and other relatives who permanently reside with the employee.

The City recognizes that the above policy does not cover every situation and that the days provided will not necessarily always be sufficient. For this reason, employees may, with the approval of their Department Director/Administrator use PTO leave to supplement the funeral leave policy.

ARTICLE 20

LEAVE SHARING PROGRAM

A leave sharing program is available to full-time employees where employees may donate leave to other qualifying employees who qualify to receive such leave. This leave-sharing program shall be managed by Human Resources in accordance with established procedures and within the financial limits set forth. Unless otherwise provided for by law or rule, shared personal time-off (PTO) leave of more than thirty (30) consecutive days shall be considered a non-salaried supplement and will not be utilized in the calculation of pensions, deferred compensation(s), or any other benefit.

A. Scope and Purpose

This program allows employees to donate unused Personal Time-Off (PTO), Auxiliary PTO, and SFMLA leave to co-workers who have a serious health condition or have family members with a serious health condition and who have exhausted their own leave. This program, which operates on a case-by-case donation basis, encourages and allows employees with excess leave to donate leave to employees coping with personal tragedy or hardship.

Employees should not solicit co-workers for the purpose of donating leave. Requests for donated leave will be disseminated by Human Resources.

B. Eligibility

The employee requesting donations of leave must have:

1. Worked for a minimum of six (6) months;
2. Exhausted all earned leave; and
3. Have no documentation of leave abuse.

C. Leave Use

Request for leave can be made for the employee's own serious health condition or the serious health condition of a family member, all as defined by the Family and Medical Leave Act (FMLA). HRRM Section 3-4, Family and Medical Leave.

D. Donated Leave Guidelines

To be eligible for donated leave, an employee must submit to the City Clinic a completed medical certification form from a licensed medical provider. Forms are available from the Clinic and are required regardless of whether for the employee's own health condition or the serious health condition of a family member as defined above.

1. Donated leave maximum is six (6) months.
2. Donated leave cannot be used retroactively; it must be submitted and approved prior to use.
Donated leave may not be applied to any pay periods PRIOR to the pay period the donated leave was received and processed by Human Resources and the Financial Services Department.
3. Leave hours are awarded based on the "cash value" of the donated leave.
4. Donated leave is not considered time worked; therefore, employees do not accrue leave in their PTO account while on donated leave.
5. Leave of more than thirty (30) days will not be used in the calculation of pensions, deferred compensation(s), or other benefits.
6. Donated leave will run concurrently with FMLA leave.
7. While on donated leave, an employee is not eligible to work another job.
8. Donated leave cannot be used if an employee is receiving any other type of compensation, such as workers' compensation, disability payments, etc.
9. Donated leave ends when an employee has been released to return to work by his/her medical provider and approved by the City Clinic, unless the need to remain off work has been documented and approved through the City Clinic.

10. The City continues to pay its portion toward the group insurance plans and social security replacement deferred compensation plans when an employee is out of work on approved donated leave.

E. Donating Leave

Employees may donate up to half the leave available in their PTO, Auxiliary PTO, and SFMLA accounts. To donate leave, an employee must complete and submit a *Leave Transfer Form* to Human Resources for verification of leave balance and processing by Human Resources.

F. Tax Treatment

Employees who donate leave are not subject to any taxes because of their donation. However, employees who receive donated leave are subject to regular income tax for this time as it will be reported as income.

ARTICLE 21

PERSONAL HOLIDAYS

The City of Pensacola allows each employee to observe two working days per calendar year as personal holidays; however in the first year of employment individuals who start working during the months of January, February, and March will receive two personal holidays; those hired from April 1st through September 30th will receive one personal holiday; and those hired from October 1st through December 31st will not receive any personal holidays until January of the following year. Personal holidays may be scheduled on days of the employee's choice, subject to the approval of the employee's respective supervisors and Department Director. The Department Director retains the right to adjust the schedule should emergency or exigent circumstances arise.

In scheduling personal holidays, the employee must request and receive approval from his or her supervisor at least two (2) weeks in advance on the Personnel Leave form (PF-300). This form shall then be forwarded to the Human Resources Department. The employee's department is responsible for reporting the time as holiday leave on time sheets. The personal holiday must be taken as a whole day.

Personal holidays must be taken during the calendar year and cannot be carried over from one calendar year to the next nor be paid for if not taken.

ARTICLE 22

PERSONAL TIME OFF (PTO) LEAVE

Personal time off (PTO) leave is established for the purpose of providing employees leave for a variety of reasons such as vacation, personal business, illness, medical or dental appointments, and family.

(1) Accrual of Time

Each employee will be credited eighteen 18 hours of PTO leave for each month of service effective January 1, 2023 going forward. PTO leave is available for immediate use as soon as accrual has been posted.

(2) Employee Responsibility

Employees are required to arrange and obtain prior/advance approval of PTO leave. Such request for use of PTO leave shall not be arbitrarily denied and supervisors shall provide reason(s) for denial.

(3) PTO leave for illness

(a) In the case of any absence due to illness or injury of more than three (3) continuous days an employee shall be required to provide a doctor's certificate to the City Clinic stating:

1. The nature of the illness or injury;
2. That the employee was incapacitated from working for the duration of his absence;
3. That the employee is physically able to return to work and perform his duties; and

4. That the employee has no contagious disease, which would jeopardize the health of other employees.

Personal illness shall include disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom.

- (b) If an employee is habitually or chronically absent as may be revealed by a pattern of absence by an employee (for example, consistent absence on the day before or after the employee's regular days off, or absence on the same day of each week or each month), a supervisor may require medical evidence to be provided to the City Clinic concerning any illness or injury beginning with the first day of absence.

(4) Record Keeping

No employee will be granted PTO leave unless the time requested has already accrued prior to the leave period. PTO leave request shall be for a period of not less than thirty (30) minutes and shall be in increments of not less than thirty (30) minutes

(5) PTO Leave Payout

The maximum amount of PTO leave, which may be carried over by an employee from one calendar year to the next, shall be five hundred (500) hours.

(6) Separation from Service

Employees who are separated from service to the City by retirement, resignation, or layoff shall be paid the balance of their accrued PTO leave, but such payment shall not exceed the maximum of five hundred (500) hours. If an employee challenges their termination through the grievance procedure, the final outcome of the grievance-arbitration shall determine if the employee was terminated for just cause. If the grievance is not arbitrated or settled through a settlement between the parties, then the final determination of the City at the last grievance step will determine if the employees is entitled to the payout.

ARTICLE 23

RECOGNIZED HOLIDAYS

Section 1. The City of Pensacola shall observe New Year's Day (January 1), Martin Luther King Jr.'s Birthday, President's Day, Good Friday, National Memorial Day (the last Monday in May), Juneteenth, the Fourth of July, Labor Day (the first Monday in September), Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, and the day after Christmas Day.

Section 2. When a holiday falls upon a day within the normal workweek, operations will be suspended and each qualified employee will have the day off with pay. To be eligible for holiday pay, the employee must work his or her last full scheduled day prior to the holiday and his or her first full scheduled day immediately following the holiday except when the employee is on approved paid leave.

Section 3. When the holiday falls upon a Saturday, the City's official observance will be on Friday, with the above provisions in effect. When the holiday falls upon Sunday, Monday will be the day of observance.

Section 4. Holidays During Vacation Periods

Employees on approved leave during a holiday will not have the day of the holiday charged against them.

Section 5. Newly Approved Holidays

Any day approved or designated as a holiday by the Mayor with the approval of City Council, shall be observed as a paid holiday in the collective bargaining

agreement.

ARTICLE 24

VOTING

When an employee's normal work schedule during a Primary or General Election does not allow sufficient time off to vote, the employee may utilize one (1) hour of time off without loss of pay for the purpose of voting, subject to his or her supervisor's scheduling approval, which will not be unreasonably withheld.

ARTICLE 25
HEALTH INSURANCE

The parties acknowledge that the City has obtained group health insurance coverage, which is available for all employees and retirees. The parties further acknowledge that the City will expend its best efforts to continue to obtain and provide comparable coverage for its employees; however, the Union expressly reserves the right to notify the City in writing of its intent to propose an alternative to the status quo pertaining to health insurance coverage for the members of the bargaining unit, provided that the Union exercises this right thirty (30) days prior to the expiration of this collective bargaining agreement.

The City shall utilize an Employee Benefits Advisory Committee, which will include a Union representative. Changes in the health and hospitalization insurance program provided by the City shall be presented to the committee for review before the changes are implemented.

ARTICLE 26

PENSION RIGHTS

Effective October 1, 2012, the parties agree to the following modifications to the General Employees Pension Plan:

1) Final Average Earnings

For future service, average final compensation will be changed to the average of the last five years of compensation for those who retire after October 1, 2012.

2) Deferred Retirement Option Plan

After September 30, 2012, employees shall be eligible to participate in the Deferred Retirement Option (DROP) in the same manner as Florida Retirement System participants. Specifically, people entering the DROP on or after October 1, 2012, will 1.3% interest on their DROP accumulations and will not receive COLAs on their pension amounts until they are fully retired.

3) Survivor Benefits

After September 30, 2012 the survivor benefit available to employees participating in the General employees Pension Plan will be modified to be consistent to the survivor benefits provided by the Florida Retirement System.

4) Pensionable Income

Pensionable income will be calculated on the employee's base pay and a maximum of 200 overtime hours per year. The City of Pensacola will count overtime hours as overtime paid out on paydays from October 1 through September 30 of each fiscal year.

5) Multiplier Factor

The retirement multiplier factor will be 1.75 percent for each year of

service after September 30, 2012.

6) Cost of Living Adjustment

Provide for a Cost of Living Adjustment (COLA) in the amount of 1.0 percent following the employee's retirement.

ARTICLE 27
WAGES AND MERIT PAY

A. WAGES:

The existing wage scale of the members of the bargaining unit shall remain in effect and be adjusted annually with each wage increase; provided however that the City shall process a payment to each member of the bargaining unit according to the following schedule:

October 1, 2021: All currently employed bargaining unit employees will receive a three percent (3.0%) wage increase to their base pay.

October 1, 2022: All currently employed bargaining unit employees will receive a three percent (3.0%) wage increase to their base pay.

October 1, 2023: All currently employed bargaining unit employees will receive a three percent (3.0%) wage increase to their base pay.

B. MERIT PAY

For the Term of this Collective Bargaining Agreement, final performance evaluations will

be conducted annually, as determined by management. Specific due dates, Performance Evaluation form(s), and instructions will be disseminated by Management. Final authority to approve final performance ratings rests solely with management and the decision is not grievable.

The Summary score is based on the rating points in each section and is included as the final summary score section of the performance management evaluation

rating process that will be electronically submitted to Human Resources for processing at the end of each Fiscal Year. To be eligible for a merit pay increase, new employees must have successfully completed the probationary period.

The final summary score will be used to determine qualification for a merit pay increase and the level of any merit pay allocation (see chart below):

Summary Rating	Point Range	Merit Increase Recommended
Exceeds Expectations (E)	3.50 – 5.00	2% Merit Increase
Meets Expectations (M)	2.50 – 3.49	1% Merit Increase
Does Not Meet (DNM)*	0.00 – 2.49	0% Merit Increase

*NOTE: An employee who was rated DNM, but successfully completed a Performance Improvement Plan (PIP) after the ninety (90) day evaluation period that results in a revised score of two and one half (2.5) or higher, may earn a merit increase of up to 1% retroactive to the date the employee would have normally received the merit adjustment. Anyone subject to formal disciplinary action (i.e. Suspension w/o pay, or Demotion) during the rating period will not be eligible for a merit increase greater than 1%. Management has the discretion to determine whether to recommend merit pay adjustments, to include instances of a PIP or Formal Discipline, to Human Resources.

The effective date for merit pay increases will be beginning October 1, 2021, and on each following October 1st through to October 1, 2023 respectively. Any changes made to the provisions of the Merit Performance Plan will be conferred, in advance, with the bargaining unit.

Additionally, should the Merit Performance Plan be discontinued for any reason, the annual eligibility and funding for up to 2% increase each October 1st will continue during the term of this Agreement.

C. STANDBY PAY

Employees placed on Standby shall receive one hour pay at time and half (1 ½) on their base hourly rate of pay for each day required to be on Standby. If the employee performs work during the period of Standby, he/she will be paid time and one and one half (1½) at their base hourly rate of pay for all hours worked during the Standby period. If less than two hours of work is required, they will receive a minimum of two hours pay at time and half (1½) of their base hourly rate of pay.

D. SPECIAL OVERTIME

Special Overtime Pay will include overtime worked for the following special events (parades/fireworks) barricade setup and breakdown. The Special Overtime qualifying special events are as follows: Christmas Parade, Martin Luther King Parade, Mardi Gras Parade, Fiesta Grand Parade, Krewe of Lafitte Parade, and Sertoma 7-4 Celebration. Special Overtime Pay for stated events will be paid at time and a half (1 ½) or \$30 per hour whichever is greater.

ARTICLE 28

NO STRIKE CLAUSE

A. During the term of this Agreement, neither AFSCME nor its officers or agents or any employee, will authorize, institute, aid, condone, or engage in a slowdown, work stoppage, or strike; interfere with the work and statutory functions or obligations of the State; or engage in any other activities, which are prohibited in Section 447.203(6), Florida Statutes.

B. AFSCME agrees to notify all of its local officers and representatives of their obligation and responsibility under this Article and for maintaining compliance with the constitutional and statutory prohibition against strikes. AFSCME further agrees to notify employees of these responsibilities, including their responsibility to remain at work during any interruption, which may be caused or initiated by others.

ARTICLE 29
SEVERABILITY

In the event that any Article or provision of this Agreement is found to be invalid or unenforceable by the reason of any legislation of judicial authority over which the parties have no amendatory power, all other provisions of this Agreement shall remain in full force and effect for the term of this Agreement. Moreover, should any change in wages, hours, or working conditions be required as a result of any subsequently enacted legislation, judicial order, conciliation agreement, or other legal requirements, the City shall give the Union notice of the action it intendsto take to comply with such requirement; shall meet and confer with the Union, if requested, regarding the proposed action; and shall consider any position advanced by the Union in opposition to the proposed action.

ARTICLE 30

ENTIRE AGREEMENT

Section 1. This Agreement constitutes the entire agreement between the City and the Union. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. If, at any time during the term of this Agreement, the parties arrive at any agreement which adds to, deletes, or waives any of the terms of the Agreement, it will be reduced to writing and signed by both parties.

Section 2. This Contract constitutes the entire agreement and understanding between the parties and shall not be modified, altered, changed or amended in any respect except on mutual agreement set forth in writing and signed by both parties.

ARTICLE 31

DURATION

This Agreement shall be in full force and effect from the date of ratification of this agreement (effective October 1, 2021) through 11:59 p.m. September 30, 2024.

ARTICLE 32

RESIDUAL RIGHTS

The employer retains all rights, powers, functions, and authority it had prior to the signing of this Agreement except as such right, powers, functions, and authority are specifically relinquished or abridged in this Agreement in accordance with Section 447.309(3), Florida Statutes.

All matters pertaining to terms and conditions of employment guaranteed by law to employees within the bargaining unit shall apply except as such matters are specifically abridged or modified by the terms of this Agreement in accordance with Section 447.309(3), Florida Statutes.

All pay and benefits provisions published in the City's Personnel rules which cover employees in the bargaining unit and which are not specifically provided for or modified by this Contract shall continue in effect during the term of this Agreement and while any successor agreement is negotiated.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers and representatives.

For the City of Pensacola:

_____	_____
Robert E. Larkin, Chief Negotiator	Date

_____	_____
Ted Kirchharr, Human Resources Director	Date

For Florida Public Employees Council 79, AFSCME, AFL-CIO:

_____	_____
Torrence Johnson, Chief Negotiator	Date
Regional Director, Region 1	

_____	_____
Dolline Moton, Organizer/Staff Representative I	Date

_____	_____
<i>In Memoriam</i>	
Clarence Ford, President, Local 3253	Date

_____	_____
Dalton Baker, Steward – Local 3253	Date

_____	_____
Chris Johnson, Steward – Local 3253	Date

_____	_____
Anthony Freeman, Steward – Local 3253	Date

CITY OF PENSACOLA BARGAINING UNIT

CURRENT CLASSIFICATION TITLES REPRESENTED BY <u>AFSCME</u>
AIRPORT ELECTRICIAN I
AIRPORT ELECTRICIAN II
AIRPORT ELECTRICIAN III
AIRPORT MAINTENANCE TECHNICIAN I
AIRPORT MAINTENANCE TECHNICIAN II
AIRPORT MAINTENANCE TECHNICIAN III
AIRPORT TRAFFIC OFFICER
AUTO BODY FENDER PAINTER/REPAIR WORKER II
AUTO BODY SPECIALIST
AUTO/EQUIPMENT MECHANIC II
ELECTRICIAN
EQUIPMENT OPERATOR II
EQUIPMENT OPERATOR III
FIELD SERVICES LEADER*
FIELD SERVICES TECHNICIAN
FIELD SERVICES WORKER
GAS CONTROLLER
HVAC TECHNICIAN I
HVAC TECHNICIAN II
INSTRUMENT TECHNICIAN
INSTRUMENT/ELECTRICAL CONTROL TECHNICIAN II
LABORER
LEAD WORKER
MAINTENANCE WORKER I
MAINTENANCE WORKER II
MAINTENANCE WORKER III
MASTER MECHANIC
SANITATION EQUIPMENT OPERATOR I
SANITATION EQUIPMENT OPERATOR II
SMALL ENGINE MECHANIC
STREET SWEEPER OPERATOR
TRAFFIC/ELECTRICAL CONTROL TECHNICIAN I

* The parties agree that the position of Field Services Leader must be filed with PERC. The City agrees not to oppose the inclusion of this classification into the existing bargaining unit.

**APPENDIX B AFSCME, COUNCIL 79
CITY OF PENSACOLA BARGAINING UNIT**

Range	Salary Range					
	Effective the first payday in October 2021		Effective the first payday in October 2022		Effective the first payday in October 2023	
GE-01	19,697.60	- 33,654.40	20,300.80	- 34,673.60	20,924.80	- 35,734.40
GE-02	20,696.00	- 35,380.80	21,320.00	- 36,462.40	21,964.80	- 37,564.80
GE-03	21,715.20	- 37,128.00	22,380.80	- 38,251.20	23,067.20	- 39,416.00
GE-04	22,817.60	- 39,020.80	23,504.00	- 40,206.40	24,211.20	- 41,412.80
GE-05	23,857.60	- 39,894.40	24,585.60	- 41,100.80	25,334.40	- 42,348.80
GE-06	24,585.60	- 41,600.00	25,334.40	- 42,848.00	26,104.00	- 44,137.60
GE-07	25,313.60	- 43,284.80	26,083.20	- 44,595.20	26,873.60	- 45,947.20
GE-08	26,270.40	- 44,220.80	27,060.80	- 45,552.00	27,892.80	- 46,924.80
GE-09	27,060.80	- 45,177.60	27,892.80	- 46,550.40	28,745.60	- 47,964.80
GE-10	27,851.20	- 47,091.20	28,704.00	- 48,505.60	29,577.60	- 49,961.60
GE-11	28,641.60	- 49,025.60	29,515.20	- 50,502.40	30,409.60	- 52,020.80
GE-12	29,390.40	- 50,273.60	30,284.80	- 51,792.00	31,200.00	- 53,352.00
GE-13	30,160.00	- 51,584.00	31,075.20	- 53,144.00	32,011.20	- 54,745.60
GE-14	31,075.20	- 53,102.40	32,011.20	- 54,704.00	32,988.80	- 56,347.20
GE-15	32,635.20	- 55,785.60	33,633.60	- 57,470.40	34,652.80	- 59,196.80
GE-16	34,278.40	- 58,572.80	35,318.40	- 60,340.80	36,379.20	- 62,171.20
GE-17	36,004.80	- 61,526.40	37,086.40	- 63,377.60	38,209.60	- 65,291.20
GE-18	37,814.40	- 64,646.40	38,958.40	- 66,601.60	40,144.00	- 68,619.20

NOTE: All employees represented by a union are subject to the collective bargaining agreement.

Should any of the pay ranges above require increasing due to equity adjustments, wage studies, or other reasons, the City will notify the Union in writing after HR is notified of the necessary changes and provide the Union with the revised Appendix B.

**APPENDIX C AFSCME, COUNCIL 79
CITY OF PENSACOLA BARGAINING UNIT**

AFSCME DUES DEDUCTION FORM (Electronic)

Local Union _____ **FLORIDA PUBLIC EMPLOYEES COUNCIL 79,
AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO**

I, THE UNDERSIGNED, HEREBY DESIGNATE COUNCIL 79, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, AS MY COLLECTIVE BARGAINING REPRESENTATIVE ON MATTERS RELATING TO MY EMPLOYMENT IN ORDER TO PROMOTE AND PROTECT MY ECONOMIC WELFARE. I FURTHER REQUEST AND AUTHORIZE THE DEDUCTION FROM MY EARNINGS OF EACH PAYROLL PERIOD AN AMOUNT SUFFICIENT TO PROVIDE FOR THE REGULAR PAYMENT OF THE CURRENT RATE OF MONTHLY DUES AND/OR UNIFORM ASSESSMENTS ESTABLISHED BY THE AFSCME LOCAL UNION. THE AMOUNT SHALL BE SO CERTIFIED. THE AMOUNT DEDUCTED SHALL BE PAID TO THE TREASURER OF COUNCIL 79. THIS AUTHORIZATION MAY BE TERMINATED BY ME EFFECTIVE ON THE ANNIVERSARY DATE OF THE BARGAINING AGREEMENT. TO TERMINATE THE DUES DEDUCTION, I MUST GIVE WRITTEN NOTICE TO MY EMPLOYER BEFORE SUCH ANNIVERSARY DATE OF THE BARGAINING AGREEMENT. I AGREE TO GIVE A COPY OF SUCH WRITTEN NOTICE TO AFSCME FLORIDA COUNCIL 79 AT THE SAME TIME.

DUES DEDUCTION AUTHORIZATION CARDS AND FORMS "DUES, CONTRIBUTIONS OR GIFTS TO AFSCME ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES. DUES PAID TO AFSCME, HOWEVER, MAY QUALIFY AS BUSINESS EXPENSES AND MAY BE DEDUCTIBLE IN LIMITED CIRCUMSTANCES SUBJECT TO VARIOUS RESTRICTIONS IMPOSED BY THE INTERNAL REVENUE SERVICE."

(print) Last Name _____	First Name _____	Middle Initial _____
Address _____	City _____	State _____ Zip Code _____
Employer _____	Hrs. Work _____	Last 4 SSN _____ Phone Number _____
Department _____	Title _____	Signature _____
Email address _____		Date _____



APPENDIX D – GRIEVANCE FORM

AFSCME LOCAL: _____

STEP: _____

OFFICIAL GRIEVANCE FORM

Name of Employee: _____ Department: _____

Classification: _____

Immediate Supervisor: _____ Title: _____ Work

Location: _____

Statement of Grievance:

Articles Violated:

Adjustment Required:

FOR GROUP GRIEVANCES ONLY- The employees included in the group for which this grievance is filed are identified as follows (identify the group by reference to the employees' job classification(s), work unit(s), and any other relevant identifying information:

I authorize AFSCME as my representative to act for me in the disposition of this grievance:

Signature of Employee _____ Date _____

Signature of Union Representative _____ Title _____

Date Presented to Management Representative _____

Signature _____ Title _____

This grievance may be filed in person or electronically

APPENDIX E – ARBITRATION APPEAL FORM

**REQUEST FOR ARBITRATION
AFSCME FLORIDA COUNCIL 79**

AFSCME Florida Council 79 [“AFSCME”], hereby gives notice of its intent to proceed to arbitration with the following grievance:

GRIEVANT’S NAME: _____.

I hereby authorize AFSCME to proceed to arbitration with my grievance. I also authorize AFSCME to use, and to provide to the Arbitrator during the arbitration proceedings, copies of any materials relevant to the issues raised in this grievance although such materials may otherwise be exempt or confidential under state or federal public records law.

Representative’s Name: _____ Email address: _____

Phone: _____ Fax: _____

Grievant’s Signature: _____

Representative’s Signature: _____

FOR GROUP GRIEVANCES ONLY –The employees included in the group for which this grievance is filed are identified as follows (identify the group by reference to the employees’ job classification(s), work unit(s), and any other relevant identifying information):

Date Submitted: _____

This grievance may be filed in person or electronically

THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES