

COLLECTIVE BARGAINING AGREEMENT

BETWEEN THE

***FLORIDA CARPENTERS REGIONAL COUNCIL,
LOCAL 2038 OF THE UNITED BROTHERHOOD OF
CARPENTERS AND JOINERS OF AMERICA***

AND

THE CITY OF CRYSTAL RIVER



Effective Date October 1, 2019
Through September 30, 2022
Amended October 1, 2021¹⁰

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ARTICLE 1

AGREEMENT and RECOGNITION

- 1.1 This agreement is entered into by and between the City of Crystal River, Florida (hereinafter referred to as the "City") and the United Brotherhood of Carpenters and Joiners of America, Florida Carpenters Regional Council, and its affiliate Local Union No. 2038 of the United Brotherhood of Carpenters and Joiners of America (hereinafter referred to as "Union"). Pursuant to the certification of the Public Employees Relations Commission dated July 13, 1979, the City hereby recognizes the Union as the exclusive Bargaining Representative for the employees in the Unit Certified in Case No. RC-78-072 as follows:

Included: All regular full-time and regular part-time employees of the City of Crystal River.

Excluded: volunteer fire personnel, department heads, seasonal employees, professional employees, managerial and confidential employees, probationary employees and temporary employees.

- 1.2 The City and the Union are in agreement as to the positions within the bargaining unit. Only positions listed in Exhibit A are included in the bargaining unit. If the City creates a new budgeted position it shall notify the Union and provide a description of the classification. The City shall also notify the Union if it believes the position should be included or excluded from the bargaining unit. If the Union disagrees it may request bargaining over the position's status.

ARTICLE 2

NON-DISCRIMINATION

- 2.1 The parties specifically agree that all provisions of this Agreement shall be applied equally to all employees in the bargaining unit without regard to race, creed, color, national origin, religious affiliation, age, sex, membership or non-membership in any labor or employee organization, or any other protected class, as provided by federal, state or local law.
- 2.2 Nothing in this agreement shall require an employee to become or to remain a member of the labor organization.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.1 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 of authority which the City has not officially 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 not be limited to, the right to determine and modify the organization of City government; to determine and modify the purpose of each of its constituent departments; to exercise control and discretion over the organization and efficiency of operations of the City; to establish and modify standards for services to be offered to the public; to direct the employees of the City, including the right to assign work and overtime, to hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the City; to suspend, demote, discharge or take other disciplinary action against employees for proper cause; to increase, reduce, change, modify or alter the composition or size of the work force, including the right to relieve employees from duties because of lack of work or funds or other legitimate reason; to 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 purchased; to establish, modify, combine, or abolish a position or classification; to change or eliminate existing methods of operation, equipment, or facilities, including the right to contract out or transfer in whole or in part any City business, service, or operation; to establish, implement, and maintain an effective internal security program; and to alter or vary past practices and otherwise to take such measures as the City may determine to be necessary to take orderly and efficient operation of its various operations, functions and services.
- 3.2 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.
- 3.3 Those inherent managerial functions, prerogatives and policy making rights which the City has not expressly modified or restricted by a specific provision of this Agreement are not in any way, directly or indirectly, subject to the grievance procedure contained herein.
- 3.4 Delivery of municipal services in the most efficient, economical, effective and courteous manner is of paramount importance to the City. Such achievement is recognized to be a mutual obligation of the parties within their respective roles and responsibilities.
- 3.5 If it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency.

ARTICLE 4

RULES

- 4.1 Rules, regulations, policies, and procedures of the City currently in effect and as amended from time to time by the City shall remain in full force and effect if not specifically in conflict with the terms of this Agreement. Authority to change, modify, or delete rules, regulations, policy or procedures not in conflict with the terms of this Agreement rests with the City.
- 4.2 Employees in this Bargaining Unit shall not be prohibited from engaging in outside employment so long as such outside employment does not, in any way, interfere with their City employment. Employees shall, prior to commencing any employment, obtain written approval from their Department Head or the City Manager.

ARTICLE 5

REPRESENTATION

- 5.1 The Union shall notify the City in writing of the names of all officers, stewards and alternates, or any changes prior to the effective date of their assuming the duties of their respective offices.
- 5.2 All actions between the City and the Union, both within and without the contract shall originate between the President of the Local Union, or his/her designee, and the City Manager, or his/her designee. Such designation of representation shall be in writing and presented to the other party prior to commencement of any official action.
- 5.3 Active solicitation of any and all kinds by the Union, including the solicitation of grievances, membership, and the collection of Union monies, shall not be engaged in before the public or while any employee is on City time. It is not the intent of the above to restrict or preclude the steward from answering legitimate questions from any member of the bargaining unit concerning Union activity.
- 5.4 The City will recognize one (1) steward, appointed by the membership, for each (10) employees in the bargaining unit, excluding Union officers and stewards themselves.
- 5.5 Severance of employment with the City shall automatically revoke recognition by the City of any Union official steward.
- 5.6 The Union will furnish the City Manager's office a written list of the Union's bargaining team prior to the first bargaining meeting, and changes thereto as they occur.

ARTICLE 6

UNION BUSINESS AND VISITATION

- 6.1 The City agrees to admit to the offices and facilities of the City a duly designated representative of the Florida Carpenters Regional Council for the purposes of participating in representation of employees; provided that such representative goes first to the City Hall, and notifies the City Manager or his/her designee. Such admission shall not be for the purpose of interfering with normal operation.
- 6.2 All requests for a leave of absence for Union business must be in writing and approved by the City Manager.
- 6.3 The Union representative or alternate shall be permitted to conduct grievance processing without loss of pay if that activity falls within his/her regular duty hours, with the advance permission of the Union Representative's (or alternate's) supervisor. The Union or its representative shall not abuse this privilege, nor shall the supervisor unreasonably deny permission. In no event will overtime be paid for conducting grievance processing. Union representatives engaged in collective bargaining on behalf of the Union shall not be paid by the City for time spent in that activity.

ARTICLE 7

NO STRIKE

- 7.1 In accordance with the provisions of Chapter 447.002 (6) and Chapter 447.018, Florida Statutes, the Union agrees that no public employee or employee organization will authorize or participate in any strike, work stoppage, picketing, slowdown, or any form of interference against the operations of the City by instigating or supporting, in any manner, any of the aforesaid. Any violation of this section shall subject the violator to the penalties provided in the appropriate sections of Chapter 447.019, Florida Statutes.
- 7.2 Any employee participating in or promoting a strike, work stoppage, picketing, slowdown, or other similar forms of interference with the City's operation, shall be subject to disciplinary action, up to and including discharge.
- 7.3 In the event of a strike, work stoppage, picketing, or slowdown, a responsible representative of the Union will, after notification by the City that a strike, work stoppage, picketing or slowdown exists, promptly and publicly disavow such strike or similar interference with the operations of the City and order the employees back to work and attempt to bring about a prompt resumption of normal operations. The Union will notify the City within twenty-four (24) hours after receipt of notice that a strike, work stoppage, picketing or slowdown exists and what action it has taken to comply with the provisions of this article. Compliance with this section shall not necessarily hold harmless the Union nor shall it prevent employees from being subjected to discipline as provided for elsewhere in this article.
- 7.4 Employee organization, their members, agents, representatives, or any person acting on their behalf are hereby prohibited from:
- a) Soliciting public employees during working hours of any employee who is involved in the solicitation.
 - b) Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations, work sites and any similar public installations. This section shall not be construed to prohibit the distribution of literature during the employee's lunch hour or in such areas not specifically devoted to the performance of the employee's official duties.
 - c) No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this part.

- d) The circuit courts of this state shall have jurisdiction to enforce the provisions of this section by injunction and contempt proceedings, if necessary. A public employee who is convicted of a violation of any provision of this section may be discharged or otherwise disciplined by his/her Supervisor, Department Head or City Manager, notwithstanding further provisions of law, and notwithstanding further provisions of any collective bargaining agreement.

ARTICLE 8

CHECKOFF

- 8.1 Upon receipt of valid written authorization from the employee covered by this Agreement, the City agrees to deduct Union dues and uniform assessments in an amount certified by the Union from the pay of employees so authorizing. The City will remit to the Union such sums within thirty (30) days. Changes in the membership dues or uniform assessment rates will be certified to the City in writing over the signature of the authorized officer or officers of the Union and shall be furnished to the City at least thirty (30) days in advance of the effective date of such change. The City's remittance will be deemed correct if the Union does not give written notice to the City within two (2) calendar weeks after remittance is received that the remittance is incorrect, with reason(s) stated therein.
- 8.2 Deductions will be made from each paycheck to cover the dues as authorized by the Union in compliance with Section 8.1. Deductions shall be made from the next pay period following receipt of authorization from the employee.
- 8.3 The Union will indemnify, defend and hold the City harmless against any claim made and against any suit instituted against the City because of any check off of Union dues or assessments.
- 8.4 In accordance with Section 447,004, Florida State Statutes, an employee may revoke at any time his/her authorization for the check off of Union dues or assessments upon thirty (30) days written notification to the City and the Union.
- 8.5 For the purpose of complying with the sections of this Article, the Employer will recognize forms for each individual authorization. The approved form is contained in Exhibit B attached to this Agreement.

ARTICLE 9

GRIEVANCE PROCEDURE

9.1 **Purpose:** The parties hereto agree that the prompt and just settlement of grievances is of mutual concern and interest. Therefore, the parties shall attempt to settle all grievances promptly and fairly at the point of origin.

9.2 **Definition:** A grievance is defined as a dispute that may arise between an employee, employees, the Union and the City solely over the application, interpretation or alleged violation of the terms of this Agreement.

9.3 **Procedure:** A grievance may be filed by an employee, employees, the Union, or the City. If filed by the Union or the City, it shall start in Step 3. Grievances involving issues affecting a number of employees in the unit or suspension or discharge shall enter the grievance procedure at Step 3. The time limits set forth herein are of the essence and shall be strictly adhered to unless extended by mutual written agreement of the parties. If the time limits are not followed by the responding party, the grievance is deemed to have been denied and shall automatically advance to the next step.

Step 1. Any employee or group of employees who feel aggrieved shall notify the appropriate Union steward and within three (3) working days after the date the employee knew or should have known of the matter giving rise to the dispute, discuss the matter orally with the supervisor involved. The appropriate Union steward may be present during such discussion. The supervisor shall attempt to resolve the matter at once. If this is not accomplished, the supervisor shall render a decision to the employee or employees within two (2) working days of the initial notification to the supervisor. A form for the grievance and the reply of the supervisor shall be mutually agreed to between the parties and used in all cases.

Step 2. If unsatisfied with the resolution, the employee has three (3) working days to file an appeal. Within three (3) working days of the date the supervisor has given his answer in writing, the matter shall be referred to the Department Head in writing. This written notice shall identify the grievant or grievants by name and shall specify the contract provision and nature of the grievance. Within three (3) working days from this notification, a meeting with the Union steward and/or the grievant and the Department Head shall be held to attempt to resolve the matter. From that meeting, the Department Head shall have three (3) working days to respond. If the matter is not resolved in Step 2, it may be referred within three (3) working days of receipt of the decision to Step 3.

Step 3. Matters unresolved in Step 2 above shall be referred, in writing to the City Manager. This notice shall identify the grievant or grievants and shall specify the contract provision and nature of the grievance. A meeting date and time shall be arranged between the City Manager and his/her designee, if any, and the Union Representative, or his/her designee, within ten (10) calendar days of the receipt of the written notice by the City Manager. The Union Steward and/or grievant shall have the right to be present. The City shall answer in writing within fourteen (14) calendar days of the meeting. If the matter cannot be resolved in Step 3, it may be submitted to arbitration in accordance with Section 9.4 of this Article

9.4 **Arbitration:** Upon mutual agreement of the parties, the parties may meet, prior to the election of arbitration proceedings, with a mediator from the Federal Mediation and Conciliation Service in an attempt to resolve the dispute. In the event mediation is elected, the time to invoke arbitration is tolled pending the parties continued participation in mediation. If no settlement is reached in mediation, then either party may proceed to arbitration within (30) calendar days of the mediation meeting by providing written notice to the other party.

Either party may submit the matter to arbitration by providing written notice to the other party within thirty (30) calendar days of receipt of the Step 3 answer. If the matter is submitted to arbitration, the party initiating arbitration shall request a panel of seven (7) arbitrators from the Federal Mediation and Conciliation Service; the costs in obtaining a list of arbitrators shall be shared equally among the parties. Within five (5) working days after receipt of said list from said service, the parties shall meet, or otherwise confer, and choose an arbitrator therefrom by alternately striking names, the remaining name to be the arbitrator. The first party to strike shall be chosen by the flip of a coin. The arbitration hearing shall be arranged as soon as possible after the arbitrator is selected and appointed by the Federal Mediation and Conciliation Service, but not later than six months from the date in which written notice electing arbitration is provided, or as otherwise mutually agreed by the parties.

9.5 The hearing on the grievance shall be informal and the rules of evidence shall not apply; however, to assure an orderly hearing, the rules of judicial procedure should be followed as closely as possible.

9.6 The arbitrator shall not have the power to add to, subtract from, modify or alter the terms of the collective bargaining agreement in arriving at a decision of the issue or issues presented, and shall confine his/her decision solely to the interpretation or application of the agreement. The arbitrator shall not have authority to determine any other issues not submitted to him/her.

- 9.7 The decision of the arbitrator shall be final and binding upon the aggrieved employee or the Union and the employer.
- 9.8 The arbitrator's fee and expenses shall be split equally by both parties.
- 9.9 Each party shall bear the expense of its own witnesses and of its own representatives for purposes of the arbitration hearing.
- 9.10 The arbitrator shall be requested to render his/her decision as quickly as possible, but in any event, no later than thirty (30) calendar days after the date on which any post-hearing briefings are due or the date of the hearing, whichever is later.
- 9.11 In case of a grievance involving any continuing or other money claim against the employer, no award shall be made by the arbitrator which shall allow any alleged accruals for more than thirty-one (31) calendar days prior to the date when such grievance shall have been submitted in writing.
- 9.12 Either party to this agreement desiring transcripts of the arbitration hearings shall be responsible for the cost of such transcripts, if available.
- 9.13 Simultaneous petitions of an issue before the Courts of the land shall void the arbitration process, and the Union agrees that such action is a violation of good faith bargaining and will sustain all expenses of arbitration.
- 9.14 Either party may request an extension to the grievance-arbitration process deadlines provided such is requested in writing prior to the expiration of the relevant deadline. Requests for extension shall not unreasonably be denied.

ARTICLE 10

DISCHARGE AND DISCIPLINE

- 10.1 No employee shall be discharged, or otherwise disciplined except for just cause. Discipline will be issued in a timely manner once supervisory staff is made aware of infraction.
- 10.2 All disciplinary actions will be submitted in writing within ten (10) calendar days of an incident or knowledge of an incident to the employee for the employee's signature, except in the case of an ongoing investigation.
- If an investigation is ongoing, then the Employer shall notify the employee(s) (if known) and the Union in writing that disciplinary action is being considered within ten (10) calendar days of an incident or knowledge of an incident, and when the investigation is expected to be completed. If no action is taken within ten (10) calendar days or no notification given of a pending investigation no employee shall be disciplined. Both parties can extend this time limit per mutual agreement. All disciplinary actions will be submitted in writing within five days of the infraction to the employee for the employee's signature. The employee will receive a copy of the disciplinary action; the original will be placed in the employee's personnel file. The Union representative will also be provided with a copy of all disciplinary actions taken against employees covered by this agreement.
- 10.3 The following are a few examples of an employee's actions that will constitute cause for immediate discharge:
- a) Reporting under the influence of intoxicants.
 - b) Transporting intoxicants in municipal vehicles or across municipal property.
 - c) Refusal to comply with the direct instructions of supervisory personnel in the line of duty.
 - d) Deliberate destruction, abuse, or misuse of the City's or another employee's personal property.
 - e) Falsification of time, production, or other City records.
 - f) Those items listed in the City Personnel Policies, Article VII (C) will constitute cause for immediate discharge or discipline.
- 10.4 The Union Representative shall be afforded notice of, and the opportunity to be present for, all discharges, provided that the Union Representative is able to respond

to the scheduling of the discharge action in a timely manner.

ARTICLE 11

BULLETIN BOARDS

- 11.1 The City shall provide the Union with suitable bulletin boards and the Union agrees that it shall use the bulletin boards only for Union business. There shall be one (1) board within Public Works and one (1) within City Hall, placed in locations easily viewable by employees. Should the City add new locations or current locations have employees assigned that are represented by the Union the City shall add additional board(s). Such notices shall not be of a controversial or political nature.

ARTICLE 12

SENIORITY

- 12.1 Seniority is defined as an employee's continuous length of service with the City, commencing with his/her last date of hire.
- 12.2 All new employees shall be regarded as probationary employees during the first one hundred and eighty (180) calendar days of their employment. A probationary employee shall have no seniority rights; his/her retention is entirely within the discretion of the City; provided no such employee shall be discharged because of his/her membership or activities in the Union.
- 12.3 An employee's continuous service with the City shall be considered as having been broken if the employee:
- a) Quits
 - b) Is discharged for just cause
 - c) Fails to return from an authorized leave of absence
 - d) Is absent due to a layoff for more than one (1) year
 - e) Is retired
 - f) No call or show for three (3) consecutive days, unless employee was unable to notify the City due to extenuating circumstances
- 12.4 In the event of a reduction in work force or elimination of a position, seniority and ability of permanent employees shall govern. Ability being equal, layoffs shall begin with job categories and/or departments with those employees having the least seniority. Employees shall be recalled in inverse order of layoff. Management reserves the right to assess and evaluate the ability and qualifications of an individual for a different position regardless of his/her seniority. In all cases, management will attempt to take into consideration seniority, ability, applicable skills and training when adjusting work assignments precipitated by any reduction in force (RIF).
- 12.5 Notice of recall from layoff shall be sent to the employee's last known address by certified mail. Answer to the recall must be made within ten (10) days. If no response is received within ten (10) days, the employee's seniority shall be forfeited.
- 12.6 Employees promoted to jobs outside of the bargaining unit shall retain their seniority rights for purposes of returning into the bargaining unit for a period not to exceed three (3) months. If such employees elect to return to the bargaining unit within

three (3) months, after the promotion, they shall return to their old position with no loss of pay rate, seniority, or other rights. They shall return to their old position at the pay rate they held at the time they left then applicable to that position.

ARTICLE 13

VACANCIES AND PROMOTIONS

- 13.1 When a vacancy or a new job, within the bargaining unit, of a permanent nature becomes open for internal application, the job opening will be posted for a period of three (3) working days. Notice of the employee selected will be posted within ten (10) calendar days of the posting period ending. If the City needs additional time it shall notify the Union in writing how much additional time is needed and the reason. The Union will be notified of all open jobs and shall receive a copy of all signed postings with the successful bidder noted. In the event there are no internal applicants for internal job postings, the City may proceed directly to posting the job for external applicants. Entry level positions of Maintenance I, Mechanic I can be posted internal and externally simultaneously.
- 13.2 The City agrees to take an employee's seniority and experience into consideration when evaluating candidates for an open position, but the City reserves the right to select the most qualified and best suited individual for any and all vacant positions.
- Where qualifications are relatively equal the most senior employee, based on date of hire, shall be selected to fill the opening. The employee selected to fill the job shall be given a trial period of not more than four (4) weeks and he shall receive the rate of pay for the new job for as long as he performs it. In the event the employee is unable to qualify within that period or voluntary self-disqualifies, the employee shall be restored to his/her former job title classification without loss of seniority and shall suffer no loss of rate of pay and other benefits in the former classification. The trial period may be extended up to an additional four (4) weeks by mutual agreement between the City and the Union. In the event the initially selected internal applicant fails to qualify or voluntary self-disqualifies as described above, the City shall then offer the job to the next qualified internal candidate who timely applied to the original posting.
- 13.3 The internal promotion of a current employee to a higher classification shall provide for a five percent (5%) per hour increase to their current salary or an increase to the base rate of the new classification, whichever is higher.
- 13.4 The internal transfer of a current employee between departments, but within the same classification, shall not provide for an increase in the employee's rate of compensation.

ARTICLE 14

HOLIDAYS

- 14.1 The following holidays will be observed:
- | | |
|---------------------|--------------------------------|
| a. New Year's Day | g. Thanksgiving Day |
| b. Good Friday | h. Day after Thanksgiving |
| c. Memorial Day | i. Christmas Eve |
| d. Independence Day | j. Christmas Day |
| e. Labor Day | k. Martin Luther King Birthday |
| f. Veteran's Day | |
- 14.2 On the holidays set forth in Section 14.1, employees shall receive their regular rate of pay and paid holiday hours will be included in hours worked for calculating overtime in a work week.
- 14.3 If an employee is required to work on a holiday set forth in Section 14.1, he/she shall be paid 1.5 times his/her regular rate of pay for each hour worked in addition to his/her regularly scheduled hours.
- 14.4 In order to be eligible for holiday pay, the employee must have worked or have been on approved leave on the last scheduled workday before and the first scheduled workday after the holiday. This approved leave must be authorized not less than two days prior to the occurrence of the holiday. If an employee does not have prior approval for sick leave, a doctor's note will be required in order to receive holiday pay

ARTICLE 15

VACATIONS & PERSONAL LEAVE

- 15.1 Vacation leave shall accrue each pay period on a prorated basis dependent upon years of service as follows:

<i>Years of Continuous Service</i>	<i>Length of Annual Vacations</i>	<i>Vacation Hours Per Work Hour</i>
0 – 5 years	80 hours	.0385
6 – 12 years	120 hours	.0577
13 – 19 years	160 hours	.0770
20 + years	200 hours	.0962

- 15.2 Pay for all vacations shall be based on the rate of pay of the employee at the time of vacation, computed on his/her regular scheduled workweek. The employee may receive vacation pay on the workday prior to leaving for vacation provided said day coincides with a scheduled payday; provided, however, the request for such prepayment of vacation leave must be made prior to the expiration of the prior pay period so that payment may be including in the normal pay cycle.
- 15.3 Employees shall have the right to select their vacation period in accordance with their seniority, provided it does not interfere with the City's operation.
- 15.4 A vacation list will be circulated upon ratification of this contract and upon each contract anniversary. The circulation of the vacation list will be completed annually during the first two weeks of October based on seniority; additional vacation requests after the list is completed, will be first come first serve. In addition, annually during the month of November a calendar will be published showing the vacation days approved. This list will be circulated by seniority and no more than one (1) employee per division or two (2) employees overall (within the divisions comprising the Public Works Department) shall be granted overlapping vacation leave, to allow the City to maintain sufficient staffing, and to provide the employee optimum use of vacation time with a minimum disruption to the City.
- 15.5 Absence on account of sickness in excess of sick leave accrual may, at the request of the employee and with approval of the Department Head, be charged against vacation leave allowance.
- 15.6 Vacation shall be scheduled for at least one (1) working day, except when the Department Head gives special permission for a shorter period.
- 15.7 In order for an employee to be eligible for a vacation, he/she must have worked, or

been on approved leave with or without pay, not less than 1,800 hours during the last year without a termination in his/her employment. Upon termination, and subject to the limitations of Section 15.9, an employee with over one (1) year of employment shall be eligible for accrued vacation pay. An employee must have at least one (1) year of continuous employment before being eligible for any vacation time or to be paid for any unused earned vacation upon termination of employment. Time lost as a result of an accident as recognized by the Workers Compensation Act, suffered during the course of employment with the City shall be considered as time worked under the provisions of this paragraph.

15.8 The maximum accrual of annual leave shall be two hundred (200) hours. Hours accrued beyond this maximum limit as of September 30th of each year shall be forfeited. Employees are not permitted to forego use of annual leave for the purpose of receiving payment for annual leave hours as an alternative. Upon separation from service with the City, an employee shall be paid for all accrued annual leave up to a maximum of two hundred (200) hours.

15.9 In addition to the vacation time provided above, employees will be granted eight (8) hours of personal leave each year. An employee wishing to use personal leave must notify their supervisor at least two (2) full workdays in advance, and approval shall be subject to scheduling/staffing requirements. This two-day notice may be waived if the use of personal leave is associated with emergency situations involving the employee of the employee's immediate family. Personal leave may be used in one-hour increments up to eight (8) hours a year. Personal leave hours cannot be carried over from one year to the next.

ARTICLE 16

SICK LEAVE

- 16.1 The City of Crystal River grants Sick Leave to eligible hourly employees to provide continued income during employee illness. Sick Leave shall not be considered a right to be used at the employee's discretion, but rather a privilege which shall be allowed only in a case of personal illness or disability, pregnancy, medical appointments, legal quarantine because of exposure to contagious disease, or in the case of illness in the immediate family. For this policy, immediate family shall be defined as: spouse, dependent children and parents. No more than ten (10) working days in any calendar year may be taken as Sick Leave because of illness in the immediate family.
- 16.2 All regular and probationary full-time hourly employees shall earn Sick Leave at the rate of 1.5388 hours per forty (40) hours worked. Hours worked shall include regular hours, and vacation hours. Days worked shall include days for which leave with pay was authorized.
- 16.3 A maximum of seven hundred and twenty (720) Sick Leave hours only will be permitted to accrue at any time for employees.
- 16.4 Conversion of Sick Leave is permitted; however, the first three hundred and twenty (320) hours of accrued Sick Leave are not subject to these conversion privileges.
- A. An employee with three hundred and twenty (320) hours, but less than seven hundred and twenty (720) hours of accrued Sick Leave, may convert the unused balance of any Sick Leave earned in the previous anniversary year, but not more than forty (40) hours, to forty (40) hours of Vacation Leave (subject to approval of the employee's Department Head).
- B. All Vacation leave resulting from a conversion of Sick Leave must be taken prior to the employee's next anniversary date, retirement, or separation from City employment, whichever comes first. Converted Sick Leave shall be taken before regular Vacation Leave.
- 16.5 In order to be granted Sick Leave with pay, an employee must meet the following conditions:
- A. Notify the immediate Supervisor prior to the beginning of the scheduled workday of the reason for such employee's absence. Failure to comply with the above may be permitted should the circumstances for such failure be warranted.
- B. Permit such medical examination, nursing visit, or inquiry, which the City

deems desirable.

- C. Upon returning to work, the employee must submit a written request for such leave on the Sick Leave Form to the Department Head.
- D. In the event an employee is absent for three days or more, the employee shall submit a medical certification signed by a physician stating the kind and nature of the sickness or injury and that the employee is again physically able to perform the required duties.
- E. If the employee is eligible for FMLA leave, appropriate documentation will be required from the employee.

- 16.6 Abuse of Sick Leave or the Sick Leave policies will be grounds for the Department Head initiating disciplinary action against the employee, up to and including termination.
- 16.7 Sick pay will be paid at the employee's current basic rate of pay. The minimum charge for Sick Leave shall be in units of one (1) hour.
- 16.8 Should a holiday occur during Sick Leave, the leave shall be charged to Holiday Leave. This provision extends only to extended leave periods, which are approved in advance.
- 16.9 Hours taken as Sick Leave will not count as Hours Worked for overtime calculation purposes.
- 16.10 Sick Leave pay will be normally paid at the same rate as a regular workday, except in those instances where other benefits (e.g. Disability Income, Workers Compensation) excluding Social Security, may supplement. In such instances, the City Manager shall maintain the uniform formula for Sick Leave pay amount and use to preclude payments in excess of regular pay.

ARTICLE 17

MILITARY LEAVE

- 17.1 Both parties hereto agree to comply with Federal and state law in regard to military leave.

ARTICLE 18

BEREAVEMENT LEAVE

- 18.1 An employee will be granted up to twenty-four (24) work hours off, with pay, if any member of his/her immediate family dies. An employee shall be granted one (1) day off for the death of a niece or nephew. An employee will be granted up to forty (40) work hours off with pay if any member of the employee's immediate family living out-of-state dies. Proof of death and out-of-state travel is required for out-of-state bereavement leave approval.
- 18.2 The immediate family shall be defined as: Husband, Wife, Child, Stepchild, Foster Child, Father, Mother, Father-in-Law, Mother-in-Law, Brother, Sister, Brother-in-Law, Sister-in-Law, Grandmother, Grandfather, Grandchild, or other member of the employee's immediate household for the proceeding twelve (12) months, which shall be approved by the City Manager and whose approval shall not be unreasonably withheld.
- 18.3 Upon request, more than twenty-four (24) hours of bereavement leave may be granted. The additional hours shall be deducted from the employee's vacation leave or taken without pay.
- 18.4 Proof of death may be required by the Department Head in instances where abuse is reasonably suspected.

ARTICLE 19

JURY DUTY

- 19.1 Any employee who is summoned to jury duty will be granted leave and will be paid the regular rate of pay for his/her required workweek during such absence. To be eligible to receive said pay, the employee must deposit with the City Clerk any payment received for his/her services.

ARTICLE 20

INSURANCE

- 20.1 The City will provide a health insurance plan for all full-time employees covered by this Agreement in accordance with the applicable provisions of its agreement with the insurance carrier and the insurance agent.
- 20.2 At no time will health insurance benefits provided to employees under this Agreement be less than those available to other full-time City employees.
- 20.3 Employees will be accepted into the insurance plan following the prevailing policy waiting period.

ARTICLE 21

WORKERS COMPENSATION

- 21.1 The City will provide Worker's Compensation insurance for all employees covered by this Agreement in accordance with the applicable provisions of Florida law.

ARTICLE 22

HOURS OF WORK AND OVERTIME

- 22.1 The standard workweek will be forty (40) hours, including two (2) fifteen (15) minute breaks per workday, excluding any time for meals. A standard work week shall be five consecutive days and Saturday and Sunday shall not be included in the same standard work week; except that the an alternative standard work week may include Saturday and Sunday in circumstances in which an employee is first hired into a job with the understanding that the work week shall include either Saturday and/or Sunday. Workday breaks may be altered or deleted by mutual consent of both employees and management. Work shall be assigned by job classification with regard to seniority and the senior staff is immediately available; If insufficient work in a job classification is available the most senior shall be assigned the work with the less senior employee(s) assigned to other duties.
- 22.2 All hours worked in excess of the standard workweek or period shall be authorized in advance by the appropriate supervisor and all such work will be assigned at the discretion of the appropriate supervisor.
- 22.3 All authorized hours worked in excess of forty (40) hours in a standard work week shall be paid at the rate of one and one-half (1 ½) times the employee's regular rate of pay. Hours worked shall specifically exclude bereavement leave, military leave, jury duty, unpaid leave, compensatory time off, and sick leave.
- 22.4 No employee may authorize overtime for himself/herself.
- 22.5 Unauthorized absence from work without contacting employer with specific reason for absence for two (2) or more days shall be considered automatic resignation, and the employment of the individual terminated as of the last day worked. Such contact shall occur at least thirty (30) minutes prior to the scheduled work period and state a specific reason for his/her absence.
- 22.6 The City shall maintain on-call list(s) of employees within the bargaining unit based on the job description of the position that has the capability and skill set to perform the tasks needed to be available for after-hours calls. On-call duty is assigned on a weekly basis. For each week in which an employee is assigned on-call duty, a stipend of \$70 per week (On-Call Stipend) is paid to the employee in the ordinary course of payroll. An employee cannot be on more than one on-call list at a time. Should an employee be unable to complete on call for the entire week (due to any use of sick, vacation or other leave, full or partial day) he/she shall be paid a prorated amount of ten dollars (\$10) for each day of on call completed. The on-call employee agrees that calls will be forwarded to their personal phone which will be used as the on-call phone. An employee assigned to On-Call that responds to a call and reports to work shall

receive a minimum of one (1) hour compensation.

At least once annually, the City will solicit, from among bargaining unit members who have completed their probationary period, individuals interested in electing to serve in an on-call capacity through the next year. In the event that the list of those signing up for on-call duty does not account for at least fifty-percent (50%) of the bargaining unit, then the City may require other bargaining unit employees to serve in an on-call capacity starting with the least senior member of the bargaining unit that has not already signed up. Once the on-call list is established, the City will publish a schedule of on-call assignments. In the event an employee assigned on-call duty is unable to work as scheduled, the City may first seek volunteers to fill in the schedule, then if necessary, the City then may require other members of the bargaining unit to fill in the schedule starting with the least senior member of the bargaining unit not already assigned to work on-call. Should an employee volunteer for on-call and later request to be removed, such request shall be granted. However once removed from on-call the employee may not volunteer for on-call until the next fiscal year.

22.7 For an employee who is not signed up for or assigned on-call status and who is not entitled to the On Call Stipend described in Section 22.6, but is otherwise called out and required to report to work after completing his/her regular workday assignment, a minimum of two (2) hours compensation shall be provided. Time and one half will be paid for call out time, provided that the employee worked a standard week. This guarantee shall be based on additional or emergency work required, not rework of tasks expected to be completed during the normal workday. The two-hour minimum set forth in this Section does not apply to any employee who in any workweek is assigned on-call status and who is eligible for the on-call stipend.

22.8 The City and the Union agree that in the event of a catastrophe, natural disaster, or other state of emergency declared to exist by the national, state, or local government, the provisions of this Agreement shall be suspended during the period of such state, and the City takes exclusive control and direction of all municipal personnel for such periods.

ARTICLE 23

WAGES AND BENEFITS

- 23.1 The City shall provide a one-dollar (\$1.00)~~two and one half percent (2.5%)~~ base salary increase in hourly rates for employees covered by this Agreement during FY 20219/2022~~4~~. Any bargaining unit employee whose salary reaches the maximum pay range for the position will receive the one-dollar (\$1.00)~~two and one half percent (2.5%)~~ increase as a bonus and not added to their maximum base salary for FY20219/2022~~4~~.
- 23.2 This article shall be re-opened for collective bargaining for each of the last two (2) years of this agreement.
- 23.3 There shall be no merit raises or merit bonuses awarded during FY 20219/2022~~4~~ for employees covered by this Agreement;
- 23.4 Any job-related educational or training requirements approved in advance for an employee by his/her Department Head shall be paid for by the City in accordance with the City of Crystal River Human Resource Policy. If a Commercial Driving License (CDL) certification is required of a position, this certification must be obtained at the employee's initial expense. Upon successful completion, the City shall reimburse employees' reasonable expenses for the CDL application and license fees and the CDL renewal fee. The City will not reimburse for failed attempts of testing. The City may hire/promote an individual without a CDL and condition their continued employment upon successfully obtaining the CDL.
- The City will issue a \$15 monthly cellphone stipend issued through payroll to all bargaining unit field employees for the convenience of City of Crystal River business where other means of communication are not necessary or provided. All employees will be required to carry their cellphone and maintain same in full working order daily. Any damage or replacement of the employees' personal phone will be the full responsibility of the employee.
- 23.5 The City agrees to supply uniforms for each employee covered by this Agreement required to wear a uniform. The City uniform consists of appropriate protective footwear (work style boots or shoes), shirt, blue or black jeans, cargo work pants, or shorts no more than 3 inches above the knee. Employees must have work boots and long pants available at the workplace and dress accordingly when work assignments require wearing long pants, work boots, and when required protective chaps. Tennis shoes are only authorized to be worn as part of the City uniform, for Park Rangers, Visitor Experience Specialists, and as directed for City employees working for the Special Events Coordinator during special events. The City shall issue shirts with the

City logo between October 1 and December 31 of each year to each employee required to wear a uniform. The City will issue no more than six (6) shirts a year. New employees required to wear a uniform shall receive eleven (11) shirts with the City Logo within two weeks of being hired. Each employee covered by this Agreement required to wear a uniform, shall be given a clothing allowance of three hundred and eighty dollars (\$380) a year to replace clothing due to damage or normal wear and tear. Each employee is responsible for cleaning and maintaining the City purchased uniforms. The Department Head and/or supervisor shall ensure all uniforms including footwear meet the City uniform standards for appropriate uniforms.

- 23.6 Attached as Exhibit "A" is a chart showing the salary ranges for each job classification covered by this Agreement for FY 2021~~9~~/2022~~1~~⁴. The adjustment of ranges shall not by itself result in any employee receiving a pay adjustment based on years of service or other criteria of that nature, unless the range adjustment results in an employee being paid less than the minimum of their applicable pay range. These salary ranges shall be modified for the remaining two (2) years of this agreement by the amount of any general wage increases approved for those years. Any bargaining unit employee whose salary reaches the maximum pay range for the position as noted in Exhibit A, shall receive the balance of any salary increase as bonus not added to his or her maximum base salary.
- 23.7 A new employee shall generally be hired at the entry level pay grade of the position in which he/she is to work, provided that Management may start a new employee at a hourly rate anywhere within the first twenty-five (25%) of the salary range if the employee is deemed by the Department Head to have particular skills and/or experience that warrant such an action. A new employee's hire date becomes his/her anniversary date.
- 23.8 In order to receive out-of-classification pay, the employee must work in the higher classification for at least eight (8) consecutive hours with full responsibilities of the higher classification. Out-of-classification pay must be approved in advance by the Department Head through execution of a Personnel Action Form.

ARTICLE 24

SEVERABILITY AND WAIVER

- 24.1 Each and every clause of this Agreement shall be deemed to be separable from each and every other clause of this Agreement, so that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event such shall be deemed of no force and effect and unenforceable without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions in the remainder of the clause, sentence, or paragraph in which the offending language occurs.
- 24.2 The exercise or non-exercise by the City of the rights covered by this Agreement shall not be deemed to waive any such rights or the right to exercise them in the future.

ARTICLE 25

CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES

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

ARTICLE 26

DURATION, MODIFICATION AND TERMINATION

- 26.1 This Agreement shall be effective upon ratification by both the union membership and City Council, and shall continue in full force and effect through September 30, 2022. No earlier than January 1, 2022, but in no event later than ninety (90) days prior to the expiration of this Agreement, either party may notify the other of its intention to modify, amend, or terminate this agreement. Failure to do so shall automatically extend the term of this Agreement for a period of one (1) year and each year thereafter absent notification.
- 26.2 Either party may open Article 23 Wages and up to two additional articles of this agreement per contract year by sending written notice to the other party no earlier than January 1st and no later than May 1st each contract year.

Signature Page

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized Representatives on this _____ day of _____, 2021.

**FOR THE
CITY OF CRYSTAL RIVER:**

Joe Meek, Mayor
City of Crystal River

**FLORIDA CARPENTERS REGIONAL
COUNCIL, LOCAL UNION 2038:**

Jason H. Weitzel
Florida Carpenters Regional Council

Jennifer Doherty, *Union Steward*

Kasda Atkins, *Union Committee*

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Exhibit A

SALARY HOURLY RANGES FOR THE BARGAINING AGREEMENT
FISCAL YEAR 20219 – 20221

Job Classification	Minimum	Maximum
Administrative Assistant	\$25,743.90 <u>16.00</u>	\$36,465.40 <u>23.00</u>
Accounting Clerk/Accounts Payable	\$25,743.90 <u>13.00</u>	\$36,465.40 <u>18.00</u>
Business Services Specialist	\$27,030.28 <u>14.00</u>	\$39,312.85 <u>20.00</u>
<u>Head Park Ranger</u>	<u>\$13.00</u>	<u>\$18.00</u>
Heavy Equipment Operator	\$25,950.95 <u>14.00</u>	\$40,226.13 <u>19.00</u>
Maintenance Worker I	\$21,537.30 <u>10.50</u>	\$30,300.03 <u>15.00</u>
Maintenance Worker II	\$23,385.38 <u>11.50</u>	\$32,874.83 <u>16.00</u>
Maintenance Worker III	\$25,950.95	\$40,226.13
Mechanic I	\$26,691.00 <u>14.00</u>	\$37,812.25 <u>19.00</u>
Mechanic II	\$28,306.40	\$40,098.00
Park Ranger I	\$9,053.05 <u>11.50</u>	\$11,236.05 <u>16.00</u>
Park Ranger II	\$26,238.98	\$37,169.58
Permit Technician	\$27,030.28 <u>15.00</u>	\$39,312.85 <u>20.00</u>
Tradesworker	\$27,754.95 <u>15.00</u>	\$43,034.63 <u>20.00</u>
<u>Trolley Driver</u>	<u>\$11.00</u>	<u>\$16.00</u>
Utility Billing Technician	\$25,743.90 <u>15.00</u>	\$36,465.40 <u>20.00</u>
Visitor Experience Specialist	\$21,402.00 <u>11.00</u>	\$26,752.50 <u>16.00</u>

Exhibit B
Union Dues Deduction Authorization Form

I hereby authorize my Employer or his successor to deduct from my regular wages an amount equal to the initiation fee and dues established by the Union and to remit such amounts to the Authorized Financial Officer of the Council or Local Union or its successor of the United Brotherhood of Carpenters and Joiners of America in the manner specified by my bargaining agent recognized in the applicable Collective Bargaining Agreement.

This authorization shall remain in effect until revoked by me and shall be irrevocable only by sending written notice thirty (30) days in advance to my Employer and the Union.

I understand that these payments are not tax-deductible charitable contributions for Federal income tax purposes.

Employee Signature_____

Employee Name (print) _____

Employee Number _____ Local Union No. _____

Witness_____