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**NORTHEAST FLORIDA PUBLIC
EMPLOYEES' LOCAL 630, LABORERS
INTERNATIONAL UNION OF NORTH
AMERICA, AFL-CIO,**

AND

CITY OF PALM COAST

COLLECTIVE BARGAINING AGREEMENT

FY 2015-16 to 2017-18

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PREAMBLE

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This Agreement is entered into by and between the City of Palm Coast, hereafter referred to as the “City” and the Northeast Florida Public Employees’ Local 630, Laborers International Union of North America, AFL-CIO, hereafter referred to as the “Union.”

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ARTICLE 1

RECOGNITION

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3 1. The City recognizes the Union as the exclusive bargaining agent for all public
4 employees in the following job classifications: Customer Service Field Tech II, Equipment
5 Operator, Equipment Operator I SW, Equipment Operator II, Equipment Operator II SW,
6 Equipment Operator III, Equipment Operator III SW, Maintenance Worker, Maintenance Worker
7 SW, Mechanic, Mechanical Technician, Mechanical Technician II, Mechanical Technician III,
8 Mechanical Technician Lead, Meter Reader, Meter Reader II, Meter Reader Lead, Reuse
9 Technician, Sign Technician, Sign Technician II, Utility Inventory Coordinator, Utility Systems
10 Operator Trainee, Utility Systems Operator, Utility Systems Operator II, Utility Systems Operator
11 III, Utility Systems Operator Lead, Utility Systems Tech, Utility Systems Tech II, Utility Systems
12 Tech III, and Utility Systems Tech Lead.

13 2. The Union recognizes that the City Manager and his designees are the collective
14 bargaining representatives for the City. The Union further recognizes its obligation to bargain
15 solely and exclusively with the City Manager and/or his designees, and to refrain from any direct
16 negotiations with the legislative body of the City (City Council) or any of its members. However,
17 nothing prevents City Council members from meeting and discussing work-related issues so long
18 as it does not rise to the level of collective bargaining.

19 3. The City recognizes that the Union Business Manager and/or his alternate will be
20 the official spokesperson for the Union. Any alternative will be designated by the Union Business
21 Manager in writing.

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1 4. The Union may designate a Chief Steward and up to eight (8) Shop Stewards. Such
2 designation shall be made by the Union Business Manager in writing and shall identify the scope
3 of authority of the Chief Steward and Shop Stewards to act on behalf of the Union.

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ARTICLE 2

DUES DEDUCTIONS

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1. Any member of the Union, who has submitted a properly executed dues deduction card or statement to the City in accordance with a format prescribed or approved by the City, may, by request in writing, have his/her membership dues, initiation fees, and uniform assessments in the Union deducted from his wages each pay check. Dues, assessments, and initiation fees so deducted from each employee's salary shall be forwarded by the City to the Union within thirty (30) calendar days of the deduction. However, the City shall have no responsibility for any liability for any monies once sent to the Union, nor shall the City have any responsibility or any liability for the improper deduction of dues within the bargaining unit. The Union shall indemnify the City and hold it harmless against any and all suits, claims, demands, and liabilities which arise out of or by reason of any action taken or not taken by the City to in good faith comply or attempt to comply with the provisions of this Article.

2. It shall be the responsibility of the Union to notify the City of any change in the amount of dues to be deducted at least thirty (30) days in advance of said change. Under no circumstances shall the City be required to deduct Union fines, penalties, political action payments, or special assessments of any kind.

3. Any member of the Union may, on thirty (30) days written notice to the City, require that the City cease making deductions from his or her wages. The City will forward a copy of the written notice to the Union concurrently with ceasing the member's dues deductions.

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1 ARTICLE 3

2 UNION BUSINESS

3 1. Bargaining unit employees, Union Officers, and Union representatives shall be paid
4 by the City only when they perform their duties as assigned by the City. To the extent that these
5 employees wish to perform Union duties (such as negotiations, grievance processing, attending
6 Union conventions, etc.) during their normal work schedules, they may utilize union pool time or
7 annual leave; provided, however, that they comply with the rules otherwise applicable to such
8 leave and shift exchanges. Pool time need not be utilized for routine union-related matters that are
9 mutually agreed upon.

10 2. The City agrees to establish a Union Time Pool as set forth below. The Union Time
11 Pool is to be used only by the Union Business Manager or his designees for the purpose of
12 conducting union-related activities (such as negotiations, grievance processing, attending Union
13 conventions, etc.). Union pool leave may not be used for political activities.

14 A. Each bargaining unit employee may donate up to six (6) hours of their
15 annual leave into the Union Time Pool on January 1 of each year. Any surplus in this leave
16 bank at the end of any fiscal year shall carry over to the next year, up to a maximum of
17 1,200 hours (no leave may be donated above the 1,200 hour annual cap). Unused annual
18 leave donated to the Union Time Pool shall not be returned to the donor.

19 B. When time is required for the above mentioned purposes, the Union
20 Business Manager or his designee shall submit to the Human Resources Manager or her
21 designee the required form specifying the number of hours needed no later than two (2)
22 calendar days prior to the requested date. This advance notice period may be waived by

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1 mutual agreement. Use of time from the Union Time Pool will be subject to the approval
2 of the Human Resources Manager or her designee. Pool time shall be approved for any of
3 the permissible reasons described above; however, Pool Time may be denied if the use will
4 result in the Department incurring overtime, except at the Human Resources Manager's
5 discretion.

6 C. Union Time Pool hours shall not be considered hours worked for purposes
7 of overtime.

8 D. Any injury incurred by a bargaining unit employee whose time is being paid
9 for by the Union Time Pool, or while engaged in activities paid for by the Union Time
10 Pool, shall not be a considered line of duty injury, nor shall such injury be considered to
11 have been incurred in the course and scope of employment by the City within the meaning
12 of Chapter 440, Florida Statutes, as amended.

13 E. The Union agrees to indemnify and hold harmless the City, its agents,
14 employees and officials from and against any claims, demands, damages or causes of action
15 of any nature whatsoever, asserted by any person, firm or entity, based on or relating to
16 any annual leave deduction undertaken under this Article, and agrees to defend at its sole
17 expense any such claims against the City or its agents, employees or officials. The term
18 officials as used herein include elected or appointed officials.

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1 ARTICLE 4

2 BULLETIN BOARDS

3 1. The City shall furnish the Union with space for a bulletin board at each facility
4 where bargaining unit employees are regularly assigned, with such space being designated by the
5 facilities' directors or his/her designees. The Union shall be responsible for providing such bulletin
6 boards. The Union shall utilize the bulletin boards only to post the following:

- 7 A. notice of Union meetings;
- 8 B. notice of Union elections and Union election results;
- 9 C. copies of the Union's constitution and by-laws and amendments thereto;
- 10 D. notice of Union recreational and social affairs;
- 11 E. notices related to dues and assessments;
- 12 F. copies of this Agreement;
- 13 G. names of Union officials (and changes thereto);
- 14 H. minutes of Union meetings.

15 2. All material to be posted on the bulletin board shall be submitted to the Human
16 Resources Manager, or her designee, for review simultaneous with posting. Under no
17 circumstances shall the Union post any notice containing material of a political nature or material
18 tending to directly or indirectly disparage or demean the City, its departments, or any of their
19 elected or appointed officials or employees. The Union agrees to police the posting of materials
20 on the bulletin boards. If the Union cannot, or does not, properly police the bulletin boards, the
21 Human Resources Director shall provide the Union the opportunity to remove the allegedly
22 violative material, and should the Union fail to do so, the Human Resources Manager, at her

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- 1 discretion, may revoke the Union's bulletin board privileges at the offending location for up to six
- 2 (6) months per violation.

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1 ARTICLE 5

2 MANAGEMENT RIGHTS

3 1. Nothing in this Agreement shall limit the City's management rights under
4 applicable law. The City's exercise of such rights shall not preclude employees or the Union from
5 raising grievances, should the exercise of such rights have the practical consequence of violating
6 the expressed terms of this Agreement.

7 2. The City and/or the Departments may formulate, amend, revise, and/or implement
8 applicable rules, regulations, policies, procedures, and guidelines that do not negate, override, or
9 contradict an express provision of this Agreement. The City shall provide a copy of the new (or
10 amended) rule, regulation, policy, procedure, or guideline to the Union Business Manager at least
11 seven (7) calendar days prior to its intended date of implementation. The Union will be afforded
12 an opportunity to negotiate the impacts of the new (or amended) rule, regulation, policy, procedure,
13 or guideline in accordance with applicable law. No bargaining unit employee shall be disciplined
14 for violation of any such of the new (or amended) rule, regulation, policy, procedure, or guideline
15 until it has been implemented in accordance with the provisions of this Article.

16 3. In the event of a declared civil emergency, such as riots, civil disorders, hurricanes,
17 or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager
18 or his designee during the time of the declared emergency, provided that the Union is notified as
19 soon as is practical, and further provided that wage rates and monetary fringe benefits shall not be
20 suspended.

21 4. Upon mutual agreement of the parties, special meetings shall be conducted to
22 discuss matters of interest. The party seeking the special meeting shall provide a written request

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1 for a special meeting stating the nature of the matters to be discussed and the reason(s) for
2 requesting the meeting. The party receiving the request shall respond to the request within ten
3 (10) calendar days of receipt of the request. Any agreed-to special meeting shall be limited to
4 those matters set forth in the written request, and shall not be used to renegotiate this Agreement.
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1 ARTICLE 6

2 GRIEVANCE AND ARBITRATION PROCEDURES

3 1. Bargaining unit members will follow all written and verbal orders given by
4 superiors even if such orders are alleged to be in conflict with the Agreement. Compliance with
5 such orders will not prejudice the right to file a grievance within the time limits contained herein,
6 nor shall compliance affect the ultimate resolution of the Grievance.

7 2. A grievance is defined as a dispute regarding the interpretation or application of an
8 express provision of this Agreement. As such, grievances are limited to claims which are
9 dependent for resolution exclusively upon interpretation or application of one or more express
10 provisions of this Agreement. No grievance will or need be entertained or processed which does
11 not meet this definition, is not presented in the manner described herein, and/or is not filed in a
12 manner provided herein within the time limit prescribed herein. A grievance may be filed by a
13 bargaining unit employee or the Union. In either case, the procedure to be followed will be the
14 same. The grievant (whether it be the Union or an individual employee) and management may
15 agree to waive Step One in any grievance.

16 3. Grievances will be processed in the following manner and strictly in accordance
17 with the following stated time limits:

18 STEP ONE: An aggrieved employee or the Union shall present in writing
19 the grievance to the employee's manager and the Human Resources Manager
20 within ten (10) business days (defined as Monday through Friday) of when the
21 aggrieved employee or the Union knew or should have known of the occurrence of
22 the event(s) which gave rise to the grievance. (Knowledge by the employee shall

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1 be considered knowledge by the Union.) The grievance shall be filed on the
2 prescribed grievance forms developed jointly by the City and the Union which shall
3 be standard forms used throughout the grievance procedure. The grievance shall
4 be signed by the employee or the Union as appropriate and shall state: (a) the date
5 of the alleged events which gave rise to the grievance; (b) the specific Article or
6 Articles of this Agreement allegedly violated; (c) a statement of fact pertaining to
7 or giving rise to the alleged grievance; and (d) the specific relief requested. The
8 manager shall, within ten (10) business days after presentation of the grievance,
9 render his or her decision on the grievance in writing.

10 STEP TWO: Any grievance which cannot be satisfactorily settled at STEP
11 ONE shall then be taken up by the employee's Director or his designee. The
12 Grievance can be amended at any time prior to filing at STEP TWO. The grievance,
13 as specified in writing, shall be filed with the Director or his designee and the
14 Human Resources Manager within ten (10) business days after the due date for the
15 response in STEP ONE above. The Director or his designee shall discuss the
16 grievance with the grievant (whether it be an individual employee or the Union)
17 and shall, within ten (10) business days after said discussion, render his or her
18 decision on the grievance in writing.

19 STEP THREE: Any grievance which cannot be satisfactorily settled in
20 STEP TWO above shall then be taken up with the City Manager. The grievance,
21 as specified in writing at STEP TWO above shall be filed with the City Manager
22 and the Human Resources Manager within ten (10) business days after the due date

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1 for the Fire Chief's response in STEP TWO above. The City Manager or his/her
2 designee shall discuss the grievance with the grievant (whether it be an individual
3 employee or the Union) and shall, within ten (10) business days after said
4 discussion, render his or her decision on the grievance in writing.

5 4. If the grievant (whether it be the Union or an individual employee) is not satisfied
6 with the City Manager's decision in STEP THREE above, the Union, on its own behalf or on
7 behalf of the individual employee may request arbitration by written notice to the City Manager
8 and the Human Resources Manager within fourteen (14) business days of receipt of the City
9 Manager's decision. Under no circumstances shall the issues to be arbitrated be expanded from
10 the issues set forth in the original grievance filed in STEP TWO of the grievance procedure.

11 5. Within ten (10) business days from the delivery of such notice of arbitration, the
12 party requesting arbitration shall request a list of nine (9) qualified arbitrators who have a residence
13 within the State of Florida from the Federal Mediation and Conciliation Service. The
14 determination of which party makes the initial strike will be determined by the toss of a coin, with
15 the parties thereafter alternately eliminating, one at a time, from said list of names, persons not
16 acceptable, until only one (1) remains, and this person will be the arbitrator.

17 6. As promptly as possible after the arbitrator has been selected, he or she shall
18 conduct a hearing between the parties and consider the grievance. The decision of the arbitrator
19 will be served upon the individual employee or employees involved, the City and the Union, in
20 writing. It shall be the obligation of the arbitrator to make his best effort to rule within thirty (30)
21 calendar days after the hearing. The expenses of the arbitration, including the fee and expenses of
22 the arbitrator, shall be split by the parties. Any party desiring a transcript of the hearing shall bear

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1 the cost of such transcript unless both parties mutually agree to share the cost. Each party shall
2 bear the expense of its own witnesses and of its own representatives, including attorneys, for
3 purposes of the arbitration hearing.

4 7. The arbitrator shall have no authority to change, amend, add to, subtract from, or
5 otherwise alter or supplement this Agreement or any part thereof or amended thereto. The
6 arbitrator shall have no authority to consider or rule upon any matter which is stated in this
7 Agreement not to be subject to arbitration or is not a grievance as defined in this Agreement.

8 8. The decision of the arbitrator shall be binding, subject to any appeal or review rights
9 under applicable law.

10 9. No decision of any arbitrator or the City in any one case shall create a basis for
11 retroactive adjustment in any other cases. All claims for back wages shall be limited to the amount
12 of lost wages less any employment compensation and/or interim earnings that otherwise would not
13 have been earned had the employee not lost wages.

14 10. It is agreed with respect to this grievance and arbitration procedure that:

15 A. It is the intent of the parties that a grievance must be raised at the earliest
16 possible time. Any grievance, in order to be entertained and processed, must be
17 submitted in a timely manner by the grievant (whether the grievant be the Union or
18 an individual employee).

19 B. Grievances not submitted by the grievant in a timely manner shall be
20 conclusively barred on the merits following the expiration of the prescribed time
21 limit. Such a time-barred grievance need not be entertained or processed, and only
22 facts disputed as to the timing will be subject to any arbitration resulting from the

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1 matter. A grievance which is, for any reason, not the subject of a timely response
2 by the City or by the Department shall be deemed denied at that step and the
3 grievant may proceed to the next step. The failure to proceed on a timely basis to
4 the next step shall bar the grievance.

5 C. In all cases requiring the aggrieved employee or the Union to timely present
6 or advance a grievance to a designated City official, hand delivery, email or fax,
7 Monday through Friday, except holidays hereunder, to the office of that official
8 shall be required for compliance with prescribed time limits if the designated
9 official is not personally available for service.

10 11. Grievances over or involving discipline and/or discharge shall not be advanced past
11 STEP THREE above (i.e., cannot be advanced to arbitration). Bargaining unit employees may
12 avail themselves of the appeals process set forth in the City's Policies and Procedures with respect
13 to discipline and discharge. Bargaining unit employees may not otherwise avail themselves of the
14 appeals process set forth in the City's Policies and Procedures with respect to any matter expressly
15 covered by this Agreement.

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ARTICLE 7

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DISCIPLINE AND DISCHARGE

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1. Bargaining unit employees shall be subject to discipline and discharge in

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accordance with the City's Personnel Policies and Procedures and any amendments thereto.

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ARTICLE 8

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WORK STOPPAGES

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1. There shall be no strikes, lockouts, work stoppages, slow-downs, mass resignations,

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sick-outs, picketing of the residence of public officials, or refusal to perform assigned work

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authorized by this Agreement by the employees covered under this Agreement.

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ARTICLE 9

SCOPE OF DUTIES

1. Bargaining unit employees shall be responsible for performing any and all job duties falling within the generic scope of their job descriptions. Additionally, bargaining unit employees may be tasked with performing ancillary duties for which they are qualified as the need arises.

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ARTICLE 10

NONDISCRIMINATION

1. The parties agree that there shall be no discrimination against any bargaining unit employee due to his/her membership or non-membership in the Union.

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ARTICLE 11

SEVERABILITY

If any provision of this Agreement is rendered or declared invalid or illegal by any action of a court or administrative entity with jurisdiction over the City, or by reason of any existing or subsequently enacted legislation, such provision shall be void, and the remaining provisions of this Agreement shall remain in full force and effect for the term of this Agreement. In the event any provision of this Agreement is rendered or declared invalid or illegal, the City and the Union shall meet as soon as practicable thereafter to negotiate a replacement provision.

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ARTICLE 12

HOURS OF WORK AND OVERTIME

1. The City shall establish hours of work in accordance with the needs of the City and the public.

2. Bargaining unit employees shall be provided meal and other breaks, overtime, compensatory time (as authorized by the Department Head), and call-back pay in accordance with the City's Personnel Policies and Procedures and any amendments thereto.

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ARTICLE 13

RETIREMENT

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1. Bargaining unit employees shall be provided retirement benefits in accordance with the City's 401(a) and 457(b) plans, except that effective January 1, 2016, the City will contribute 2.0% to the employee's personal 457(b) contribution provided the employee contributes a minimum of 2.0%.

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ARTICLE 14

HOLIDAYS

1. Bargaining unit employees shall be paid holiday benefits in accordance with the City's Personnel Policies and Procedures and any amendments thereto.

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ARTICLE 15

EMPLOYEE LEAVE AND BENEFITS

1. Except as expressly set forth in this Agreement, bargaining unit employees shall be provided leave and other benefits in accordance with the City's and Departments' applicable policies and any amendments thereto.

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ARTICLE 16

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INSURANCE

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1. The City shall provide insurance benefits for all bargaining unit employees in the

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same manner, including benefit levels and contributions as all other City employees. The City

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shall also provide any additional insurance required by Florida law.

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ARTICLE 17

WAGES

1. For Fiscal Year 2015-16, bargaining unit employees will receive the same merit and across-the-board wage increases as the City-wide wage increases provided to all other City employees.

2. For Fiscal Year 2016-17, this Article will automatically reopen, and any wage increases will be established through reopener negotiations.

3. For Fiscal Year 2017-18, this Article will automatically reopen, and any wage increases will be established through reopener negotiations.

4. Wage increases, if any, for any Fiscal Year after Fiscal Year 2017-18 shall be established through negotiations for a successor Agreement.

5. Effective June 1, 2016, or the upon ratification of this Agreement by both parties, whichever is later, bargaining unit employees in eligible positions will automatically be promoted upon demonstrating that they meet the qualifications for the next higher-level position. The eligible positions are as follows:

Public Works: Maintenance Worker, Equipment Operator I up to Equipment Operator II.
Mechanic up to Mechanic II.
Sign/Traffic Tech I up to Sign/Traffic Tech II.

Utility: Water Treatment Operator I, Water Treatment Operator II up to Water Treatment Operator III.
Mechanical Technician I up to Mechanical Technician II.
Meter Technician I to a Meter Technician II.
Utility Systems Tech I up to Utility Systems Tech II.

Bargaining unit employees shall not be automatically promoted to foreman, lead or other supervisory positions. The City of Palm Coast's Personnel Policy and Procedure regarding

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promotions will govern this process, including new evaluation dates and compensation upon promotion.

6. Bargaining unit employees shall be provided on-call pay and shift differentials in accordance with the City's Personnel Policies and Procedures and any amendments thereto.

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ARTICLE 18

ENTIRE AGREEMENT/DURATION

1. The parties acknowledge that during 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 both parties after the exercise of that right and opportunity are set forth in this Agreement. The parties hereto may commence negotiations, under applicable law, on any succeeding agreement to take effect upon termination of this Agreement.

2. If either the City or the Union desires to modify, amend or terminate this Agreement at its normal expiration date, official notice of such desire must be given in writing at least ninety (90) days prior to the termination date of this Agreement. Following receipt of such notice, unless there is a mutual agreement to the contrary, the City and the Union shall commence negotiations.

3. Nothing herein shall preclude the parties from mutually agreeing to reopen this Agreement, or to renegotiate any provision herein, during the effective dates of this Agreement.

4. This Agreement shall become effective the first full pay period after ratification by both parties and shall remain in effect until September 30, 2018. Thereafter, this Agreement shall remain in effect as provided by applicable law.

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SIGNATURE PAGE

ATTEST/WITNESS:

**Northeast Florida Public Employees'
Local 630, Laborers International
Union of North America, AFL-CIO**

By: _____

Ronnie Burris, Business Manager

Date: _____

Date: _____

ATTEST:

CITY OF PALM COAST

Virginia Smith, City Clerk

Jim Landon, City Manager

Date: _____

Date: _____