7. **CONSENT AGENDA**

b. **RESOLUTION 08-099 APPROVING A LABOR AGREEMENT BETWEEN THE CITY OF SANIBEL AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE**

MEMORANDUM

THRU: **JUDIE ZIMOMRA, CITY MANAGER**

FROM: **JIM ISOM, ADMINISTRATIVE SERVICES DIRECTOR**

DATE: **AUGUST 5, 2008**

SUBJECT: **CITY OF SANIBEL AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES AGREEMENT**

The attached agreement between the City of Sanibel and the American Federation of State, County and Municipal Employees (AFSCME), Local 3228, was ratified by the union on August 4, 2008.

The changes made from the previous agreement with AFSCME are shown with underlining for the additions and strikethroughs for the deletions. The changes are:

a. A one year agreement.
b. Employees remain at their current base pay level for fiscal year 2008-2009, unless an incentive increase becomes warranted under the agreement.
c. The cafeteria allowance and supplement for dependent health insurance coverage are unchanged from fiscal year 2007-2008.
d. The City will absorb the increase in dependent health insurance costs for fiscal year 2008-2009 for the revised HMO Diplomat Plan.
e. The current fringe benefits contained in the Personnel Rules and Regulations Manual will not be changed without negotiation with the union as required by law.

AFSCME Local 3228
Sanibel's General Employees Bargaining Unit

August 5, 2008

Jim Isom, Director
Administrative Services
City of Sanibel
800 Dunlop Road
Sanibel, FL 33957

Re: Proposed AFSCME 2008-2009 Contract

Dear Jim,

I want to inform you that at the meeting of our Local yesterday, the employees present voted for the acceptance of the tentative agreement we recently negotiated with the City of Sanibel.

This is in light of the fact that employees are facing a wage freeze along with an increase in the cost of living for the first time ever. However, our members expressed a willingness to cooperate this year to share the burden of these difficult economic conditions with Sanibel residents and taxpayers.

Your efforts, along with the City Manager and City Council's cooperation, in providing for this agreement are very much appreciated.

Sincerely,

Roy Gibson
President

c: Irwin Scharfeld, AFSCME Council 79
Executive Board/Local 3228

CITY OF SANIBEL

RESOLUTION NO. 08-099

A RESOLUTION APPROVING A LABOR AGREEMENT BETWEEN THE CITY OF SANIBEL AND THE AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and the American Federation of State, County and Municipal Employees ("AFSCME") agreed upon terms for a Collective Bargaining Agreement; and

WHEREAS, the Agreement was ratified by the AFSCME membership on August 4, 2008; and

WHEREAS, the agreed upon Collective Bargaining Agreement is attached hereto, incorporated by reference and marked as Appendix A.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sanibel, Florida:

SECTION 1. The Collective Bargaining Agreement between the City of Sanibel and AFSCME is hereby **APPROVED** and the City Manager is authorized to execute the Collective Bargaining Agreement on behalf of the City.

SECTION 2. Effective date.

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida, this 19th day of August 2008.

AUTHENTICATION:

Mick Denham, Mayor	Pamela Smith, City Clerk

This resolution shall take effect immediately upon adoption.

DULY PASSED AND ENACTED by the Council of the City of Sanibel, Florida, this 26th day of August 2008.

AUTHENTICATION:

_____
Mick Denham, Mayor

_____
Pamela Smith, City Clerk

APPROVED AS TO FORM: Kenneth B. Cuff 8/21/08
City Attorney Date

Vote of Council members:

Denham _____
Ruane _____
Jennings _____
Johnston _____
Pappas _____

Date filed with City Clerk:_____

APPENDIX "A"

PREAMBLE

This agreement is entered into effective October 1, 20058, between the City of Sanibel, hereinafter referred to as the "City", and AFSCME, Council 79, American Federation of State, County and Municipal Employees, Local 3228, hereinafter referred to as the "the Union".

It is the intent and purpose of this agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein the basic and full agreement between the parties concerning wages, hours, and terms and conditions of employment. The Union agrees and understands that the City is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well being of the public and both parties recognize the need for continuous and reliable service to the public.

There shall be no individual arrangements contrary to the terms herein provided.

ARTICLE I
RECOGNITION

Section 1. The City recognizes the Union as the exclusive bargaining representative as defined in Chapter 447, Florida Statutes, as amended, for all employees employed in the following bargaining unit:

INCLUDED: All regular full-time and regular part time employees in those classifications determined to be appropriate by the Florida Public Employees Relations Commission in Certification Number 1314, issued on December 26, 2000, and any other position not excluded below or otherwise included in another recognized bargaining unit. See Appendix A.

EXCLUDED: All other City employees, including managerial, confidential and seasonal employees or as needed, as well as employees having a supervisory conflict of interest.

Section 2. Probationary employees shall be covered generally under the terms and conditions of employment contained in this Agreement; provided, however, that any disciplinary action of probationary employees shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE 2
MANAGEMENT RIGHTS

Section 1. Except as specifically and expressly abridged, limited or modified by the written terms of this Agreement, the City shall have the exclusive right to manage the facilities, services and business of the City and direct the working forces. These rights include but are not limited to: the right to determine the organization of City government; to determine the purpose of each of its constituent agencies; to exercise control and discretion over the organization and efficiency of operations of the City; to set standards for services to be offered to the public; to establish, change or modify dates, tasks, responsibilities or requirements within class specification (job descriptions) in the interest of efficiency, economy, technological changes or operating requests; to plan, direct and control operations, to assign work and schedule the working hours; to determine the extent to which City services will be performed by City employees or by contract providers; to hire, train, promote, evaluate, demote and transfer employees; to suspend, discipline or terminate employees for proper cause; to lay off employees for lack of work; to make and enforce rules and regulations in the Personnel Manual; to introduce new methods, materials, or facilities; to establish new job classifications and eliminate job classifications; to assign overtime work; to establish benefits and rates of pay; to determine the extent of its operations, to determine when any part of the complete operation shall function or be halted, and/or subcontracted, and to determine when, where and to what extent operations/services shall be subcontracted, increased or decreased; to determine the need for and utilization of employees, including part-time employees, seasonal personnel and other volunteers. In the event the City decides to subcontract any existing operations, it will give the Union thirty (30) day notice.

Section 2. If, in the sole discretion of the City, it is determined that emergency conditions exist, including, but not limited to, riots, civil disorders, severe weather conditions, epidemics, or other catastrophes, the provisions of this Agreement may be suspended by the City during the time of such emergency, except monetary provisions in this Agreement.

Section 3. The City shall have the right, during the term of this Agreement, to terminate selected service/operations permanently. The City shall also have the right, from time to time during this Agreement, to suspend selected services/operation in whole or in part.

Section 4. It is expressly understood by and between the parties to this Agreement that the City shall not be deemed to have waived or modified any of the rights reserved to the City under this Article by not exercising said rights either in a particular matter or in a particular manner.

Section 5. The exercise of the above enumerated managerial rights, except as otherwise provided herein, shall not preclude an aggrieved from filing a grievance, but such grievance can be filed only on the grounds that the action complained of by him/her is in violation of the express written terms of this Agreement.

Section 6. Except as otherwise provided in this Agreement, any written rule, regulation, policy or procedure affecting employees of the Bargaining unit in effect prior to, as well as those issued after, the effective date of this Agreement, shall remain and be in full force and effect unless changed, modified or deleted by the City. Final authority to change, modify or delete any rule, regulation, policy or procedure rests with the City, subject to the provisions of Article 6, prevailing rights.

ARTICLE 3
PROHIBITION OF STRIKES

Section 1. The Union agrees that it will not, under any circumstances or for any reason, including alleged or actual breach of this Agreement by the City or sympathy for support of the employees or Union, call, encourage, authorize, ratify or engage in any strike, slowdown, boycott, concerted abuse of medical leave, unauthorized picketing, or other interruption of work.

Section 2. Each and every employee in the bargaining unit covered by this Agreement agrees that he/she will not under any circumstances or for any reason, including alleged or actual breach of this Agreement by the City or in sympathy for or support of other employees or Union, engage in a strike, slowdown, concerted abuse of medical leave, boycott, unauthorized picketing or other interruption of work. It is agreed that any violation of this Section shall be grounds for immediate discharge, subject to the grievance procedure of this Agreement.

ARTICLE 4
GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. MUTUAL EFFORT

In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of the specified terms of this Agreement

Section 2. DEFINITIONS

A grievance within the meaning of this contract shall consist of disputes about interpretations and applications of particular clauses of this Agreement and about alleged violations of this Agreement. Nothing in this Agreement shall preclude discussions between employees, the Union and the City's supervisors or managers to attempt resolution of problems in employment.

It is expressly understood that the following actions are not subject to the grievance procedure: (1) complaints involving allegations of discrimination or sexual harassment, which may be made pursuant to the City's Personnel Rules and Regulations (Resolution 03-092); provided, however, that if any disciplinary action is taken against a bargaining unit employee as a result of an investigation of discrimination and/or sexual harassment, the bargaining unit employee shall have the right to contest such disciplinary action through this grievance procedure; and (2) suspensions of employees with pay pending an active or ongoing investigation of an alleged infraction.

Results of performance appraisals issued to employees shall not be subject to the grievance procedure with the following exceptions:

a. A bargaining unit employee who receives an overall "unacceptable" performance rating shall have the right to grieve such appraisal up through Step III only of this grievance procedure; and

b. A bargaining unit employee who receives an overall "successful" or "successful plus" performance rating may appeal that appraisal for the next higher rating only, within ten (10) working days following signature on the appraisal, by submitting, in writing, documentation supporting the request for the higher rating to the Administrative Services Director. The Administrative Services Director will review the documentation submitted, discuss the appeal with the appropriate Department Director and rating supervisor, if applicable, and will provide a written determination to the employee that shall be considered the final decision relative to the rating assigned.

Initial probationary employees are not afforded the right to appeal or grieve disciplinary action taken, and the action taken will be deemed to be final agency action.

The term "days" as used in this Article shall mean calendar days.

The term "filed" as used in this Article shall mean delivered and time stamped at the City Clerk's Office Monday through Friday 8:00 A.M. to 5:00 P.M., excluding holidays and weekends.

Section 3. RULES OF GRIEVANCE PROCESSING

Every grievance hereunder must be in writing and specify: (a) the Article and Section of each Article alleged to have been violated; (b) the alleged conduct violating the Agreement; (c) the date, time and place of alleged conduct; (d) the identity of the individual(s) committing the alleged conduct; and (e) the remedy sought for the alleged violations.

A grievance must be filed within fifteen (15) days from the date of the disciplinary action taken, or, in grievance not involving disciplinary action, within fifteen (15) days from the date the employee could reasonably be expected to have knowledge of the facts constituting the grievance. Failure to file a grievance within the time required shall render the grievance null and void.

All time limits for filing and further processing of grievances as provided in this Article shall be followed unless mutually extended in writing by the parties to the Agreement. Any grievance not filed or appealed in compliance with said time limits will be deemed settled on the basis of the decision most recently given. A grievance not answered within the time limits in this Article shall entitle the aggrieved employee to proceed to the next step.

The aggrieved employee(s) may request representation by the Union at any meeting where disciplinary action is reasonably anticipated by the employee. However, the unavailability of a Union representative beyond twenty-four (24) hours shall not be reason for extending any time limits of this Article.

Nothing in this Agreement shall be construed to prohibit an employee, if he so chooses, from processing his own grievance without representation by the Union where the adjustment, if any, of said grievance is not inconsistent with the terms of this Agreement. In the event an employee, rather than the Union, elects to invoke arbitration, the employee shall forward to the arbitrator, in advance of the arbitration hearing, an amount of money estimated by the arbitrator to be sufficient to cover the arbitrator's fees and expenses.

The Union hereby indemnifies, defends and holds harmless the City, its officers, officials, agents and employees against any claim, demand, suit or liability and for all legal fees and costs arising from any action taken or not taken by the Union with respect to processing or not processing grievances under this Article.

At any step of the grievance procedure, the Department Director and/or the City Manager may appoint a person to act on his/her behalf. When a grievance is general in nature, in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step II of the grievance procedure, within the time limits provided for the submission of a grievance in Step I, and will be signed by all aggrieved employees.

Section 4. STEPS

Informal Step

Prior to initiating Step I of the grievance procedure, informal discussions between the grievant and his/her immediate supervisor should be held for the purpose of attempting to settle differences in the simplest and most direct manner. Both the City and the Union agree that it is most advantageous to all concerned to resolve the matter at this level if at all possible.

Formal Steps

Step 1 – Supervisor

The employee shall present the grievance in writing to his or her immediate supervisor in the form prescribed by, and within the time limits, set forth in this Article. The supervisor shall make a determination in writing in response to the grievance within five (5) days.

Step 2 – Department Director

If the employee is aggrieved by the determination of the supervisor, of if a timely determination has not been made by the supervisor, the grievance may be presented by the employee, in writing, to the Department Director within five (5) working days after the supervisor's determination or failure to provide a timely determination. The Department Director may meet with the employee to discuss or hear the grievance. The Department Director shall make a determination in writing in response to the grievance within five (5) days after receiving the grievance. The Department Director may uphold, deny or modify any grievance received.

Step 3 – City Manager

If the employee is aggrieved by the determination of the Department Director, or if a timely determination has not been made by the Department Director, the grievance may be presented by the employee, in writing to the City Manager, within five (5) days after the Department Director's determination or failure to provide a timely determination. The City Manager may meet with the employee and the Union representative, if so requested by the employee. The City Manager or his/her designee shall respond in writing to the employee within five (5) days from the date of receiving the grievance, or from the date of the meeting, whichever is later.

Step 4 – Arbitration

If the grievance has not been satisfactorily resolved within the grievance procedure, the Union may request arbitration no later than ten days after the City Manager's response is due in Step 3 of the grievance procedure, or is provided, whichever occurs first.

The parties shall first attempt to mutually agree upon an independent arbitrator. If the City and the Union fail to agree upon and select an impartial arbitrator within seven (7) days after the Union's request for arbitration, either party may request (and must notify the other party in writing) the Federal Mediation and Conciliation Service to name seven (7) persons who shall be affiliated with neither the City nor the Union, nor be employees of any Federal or State agency, to serve as an impartial arbitrator. The City and the Union shall each alternately strike three of the persons so named and the seventh remaining person shall be the impartial arbitrator. The party bringing the arbitration shall strike the first name. Either party has the right to reject, entirely, the first panel provided by the Federal Mediation and Conciliation Service.

Unless otherwise mutually agreed by the Union and the City, the arbitrator shall hear only one (1) City grievance at a time.

The arbitrator shall have no power to add to, disregard, subtract from or modify the terms of this Agreement or any amendments hereto, establish or change any wage or wage structure, or order any change in City practice, which would be in violation of the express provisions of this Agreement.

In the event that a transcript of a hearing before an arbitrator is prepared, the party ordering the transcript shall pay the cost. In the event more than one party desires a copy of the transcript, the cost of said transcript will be paid in proportion to the number of parties requesting the transcript. Neither the Union nor the aggrieved employee or anyone acting on his behalf shall attempt to avoid the cost of a transcript by requesting a copy of the transcript pursuant to the Public Records Act, or otherwise.

Arbitrator's fees and expenses will be paid by the non-prevailing party as defined by the arbitrator.

Unless mutually agreed otherwise by the parties, the arbitrator shall render a written decision and opinion to the parties as soon as practicable, but in no event after thirty (30) calendar days from the submission of post-hearing briefs, if any, or within thirty (30) days of the close of the hearing if no briefs are to be submitted.

The decision of the arbitrator is final and binding on all parties to the arbitration and the grievance shall be considered resolved. The grounds for appealing any arbitration award rendered pursuant to this Agreement shall be as set forth in Section 682, Florida Statutes; provided, however, that a Florida Circuit Court may also vacate any arbitration award rendered pursuant to this Agreement if it is not based on competent substantial evidence or if it is inconsistent in whole or in part with State or Federal law.

The arbitrator shall not construe this Agreement in any way, which supersedes or preempts applicable laws, ordinances, statutes, or the City of Sanibel Charter.

ARTICLE 5
UNION RIGHTS

Section 1. The President of Local 3228, or his/her designee which shall be provided in writing, will be the official local spokesperson for the Union. AFSCME Local 3228 does hereby authorize the assigned field service representative or the regional director to communicate on an as needed basis with the City Manager and/or his/her designee.

Section 2. The Union shall elect or appoint four Union stewards, whose duties shall be defined by the Union. Union stewards must be members of the bargaining unit covered by this Agreement. The Union agrees to notify the City Manager, in writing, the names of the four Union stewards during the term of this Agreement.

Union stewards will be compensated for time spent in grievance meetings at the informal step and Steps 1 through 3 of the grievance procedure only. Union stewards will not come to work specifically for grievance meetings and no overtime will be accrued for time spent in grievance meetings. All other union related activities other than Labor Management Committee meetings shall not be on City time.

It is understood and agreed that employee(s) who function as Union Representative(s) have productive work to perform and will not leave their jobs during work hours, for time spent in grievance meetings at the informal step and steps 1 through 3 of the grievance procedure, except after properly requesting and receiving proper verbal authorization from their respective supervisor/department head, his/her designee, or their respective division head and only after stating that official Union business is to be performed. Such authorization shall not be unreasonably withheld.

Section 3. Bargaining union employees shall have the right to request and be allowed dues deduction. Upon receipt from the Union of a properly executed authorization card, the City shall deduct form the employees' paycheck beginning with the pay period in which the authorization is received, the dues that the employee has agreed to pay the Union. Dues deductions shall be remitted to the Union on a monthly basis. Any employee may terminate deductions by giving a thirty (30) day written notice to the Union and to the City. Any dispute as the amount of dues owing or deducted shall be solely between the Union and the employee involved, and the Union shall hold the City harmless from any liability arising from the deduction of any dues certified by the Union.

Section 4. The City agrees to designate and provide space for a bulletin board at each work site to which employees covered by this Agreement have access, for the posting by AFSCME notices of meetings or other official AFSCME information. The bulletin board shall not exceed 2 x 3 feet in size. No derogatory information may be posted on any bulletin board. It shall be the responsibility of AFSCME to monitor the materials posted on any bulletin board.

Section 5. The City agrees to furnish to the Union, on an annual basis, upon request and without charge, a copy of the City's annual budget, any new job descriptions and the pay classification plan results. The Union's representatives may request that copies of other public records be made. Payment for such copies will be made by the Union consistent with City policy.

Section 6. At orientation sessions for new employees represented by the bargaining unit, the City will inform new employees that AFSCME Council 79, Local 3228, AFL-CIO, is the Union that represents employees in the certified unit. All new hires will be provided a copy of this Agreement in their orientation package. The City agrees to furnish the Union with the names and addresses (to the extent permitted by law) of all newly hired employees in the bargaining unit.

ARTICLE 6
PREVAILING RIGHTS

Section 1. All job benefits enjoyed by employees, not specifically provided for or abridged by this Agreement, that have been previously granted through the City of Sanibel's Personnel Rules and Regulations (effective December 12, 2003, Resolution 03-092, as amended), shall continue under conditions upon which they have previously been granted unless modified or changed by action of the City Council or under the authority delegated to the City Manager after engaging in negotiation with the union as required by law.

ARTICLE 7
COMPENSATION

Section 1. Employees shall remain at their current base pay level for fiscal year October 1, 2008 to September 30, 2009, except as provided in this article.

Section 2. An employee that increases his/her value to the City of Sanibel by obtaining certification specific to their occupation will receive a pay increase from 1% to 3% of base pay depending on the assessed value to the City of the certification obtained, as determined by the Department Director and approved by the City Manager.

Section 3. Employees who work 10-hour or 12-hour shifts will be compensated for 10 or 12 hours, based on their regularly assigned work schedule, of holiday pay for designated City holidays as outlined in the City's Personnel Rules and Regulations Manual.

ARTICLE 8
UTILITY EMPLOYEE ADVANCEMENT/ON CALL

Section 1. The City shall establish an on-call rotating weekly roster for wastewater plant operators, utility maintenance mechanics and utility service workers to share on-call responsibilities and be compensated for it.

Section 2. The Department Director or designee shall post a rotating weekly roster for a period of not less than three (3) months at least ten (10) days prior to the effective date of said roster.

Section 3. Ten (10) dollars per day shall be paid to the on-call operator for regularly scheduled workdays. Three (3) hours compensation, at the employee's current rate of pay, shall be paid for on-call assignments for regular days off and holidays. On call-hours shall not be considered as time worked for the purposes of calculating overtime. Operators who are called out shall receive compensation from the time they leave for work, with a three (3) hour minimum. Operators who are called out shall receive mileage reimbursement at the City's current approved rate for travel to and from the employee's primary residence and the work/job site. The City will provide a cellular phone for employees to rotate using while on call.

Section 4. Operators who are called but do not respond, or who do not respond in a timely manner, will be subject to disciplinary action up to and including discharge. Operators who are called but come to work under the influence of alcohol or drugs will be likewise subject to disciplinary action up to and including discharge.

Section 5. A Wastewater Plant Operator (with appropriate state license and experience as required in the job descriptions) and a Utility Maintenance Mechanic (with the experience as required in the job descriptions) shall be advanced to the next higher job classification level by passing a written test that is specific to the City 's wastewater permit upon meeting job related experience, required wastewater certification for the next higher grade level and have a satisfactory performance rating on the most recent performance appraisal. The City will offer the examination on a quarterly basis to qualified employees and will provide study materials to operators and mechanics to ensure adequate preparation for the examination. Employees will be permitted to take the examination as many times as necessary to meet the mandatory standards for progression in these positions. A minimum test score of 75 is required for advancement to level II and 80 for advancement to level III. No employees will be required to take the examinations to retain their current positions. Study materials will be provided employees upon request. Test questions will be taken directly from the City's permit and Sacramento State University reference material.

ARTICLE 9
LABOR-MANAGEMENT COMMITTEE

Section 1._ There shall be a Labor Management Committee consisting of the following employee-management representatives: three (3) representatives of the bargaining unit, the Administrative Services Director and two other management members as designated by the City Manager. The Union will provide the City the names of bargaining unit members on the Labor Management Committee, in writing, and will notify the City, in writing, of any changes to Union representation.

Section 2. Meetings of this committee shall be held when deemed necessary by the City and the Union and shall be scheduled upon ten (10) days notice, or sooner if mutually agreed. No more than one meeting per month shall be held unless mutually agreed to by the City and the Union. The City is responsible for scheduling the time and place of the meetings. Committee members will jointly develop the agenda in advance of the meeting. When meetings take place during a Labor Management Committee member's regularly scheduled shift, he or she shall be compensated at their regular rate of pay for that portion of the meeting that took place during the employee's regularly scheduled shift. Employees shall not receive overtime or other compensation for participating in Labor Management Committee meetings beyond the scheduled work shift or on their day off. Union members will be released by their Department Directors for the Labor Management Committee meetings, unless, operational needs dictate that the employee cannot be released for a particular date and time a meeting is scheduled.

Section 3. The sole function of the Labor-Management committee shall be to discuss general matters pertaining to employee/management relations. The Committee shall not engage in collective bargaining or the resolution of grievances, except to the extent the Labor Management Committee is considering proposed changes in those sections of the City's Personnel Policies and Procedures pursuant to Article 6 of this Agreement. Bargaining unit members participating in labor management committee meetings shall not be compensated.

Section 4. The City and the Union may mutually agree to establish special committees to address issues not within the realm of the Labor-Management committee. Such special committees, if established, shall likewise not engage in collective bargaining or the resolution of grievances.

ARTICLE 10
SUBSTANCE ABUSE POLICY

Section 1. All members of the bargaining unit shall be subject to the City's Drug Free Work Place Policy.

Section 2. All Wastewater Treatment Plant Operators, Utility Maintenance Mechanics and positions requiring a CDL license shall also be subject to random drug and/or alcohol testing. The selection of employees for random testing shall be made through the use of a lottery selection procedure supervised by a Union representative. Random tests shall be unannounced and shall be spread among employees reasonably throughout the year; provided, however, that all employees names will be entered into a random name selection program whereby the employee could be selected to take more than one drug test annually or not be selected at all.

Section 3. Department Heads shall be notified of the employees selected for random testing. The Department Head or his designee shall be responsible for then seeing to it that the employee is relieved of duty and sent or transported to the test site. If the employee is on leave, the selection shall be kept confidential until the employee returns.

Section 4. All tests will be made in accordance with the standards set forth in Section 440.102 (5) and (6) Florida Statutes. Bargaining unit employees who refuse to take a random test as directed, or who test positive, will be disciplined in accordance with the City's Drug Free Workplace Policy.

ARTICLE 11
HEALTH INSURANCE

Section 1. The fiscal year 2008 cafeteria allowance of $637.92 will remain in effect for the duration of the agreement and the discretionary spending allotment of the cafeteria allowance ($125.70) will remain unchanged.

Section 2. The cafeteria supplemental allowance will be $180 per month for each employee that covers his/her spouse or child(ren) and $270 per month for coverage of his/her family under the health insurance plan. Additionally, the City will absorb any increase in the health insurance costs for the revised HMO Diplomat Plan.

Section 3. Health Care Committee - The City reserves the right to form a Health Care Committee, as needed, with the Administrative Services Director as Chairperson with representation by bargaining unit members and non-bargaining unit members.

ARTICLE 12
PHYSICAL FITNESS TEST FOR LIFEGUARDS

Lifeguards will be required to pass a fitness test once annually to determine their fitness to perform lifesaving functions. Lifeguards who fail the test will be placed on administrative leave without pay until they have passed the fitness test. Lifeguards who are placed on administrative leave without pay may first use any accrued, but unused vacation pay, before leave without pay is required. The time of the tests will be scheduled by management with a minimum of 14 days advance notice. Lifeguards who fail to pass the fitness test after 4 attempts will be subject to termination of employment proceedings. The following will constitute the fitness test to be administered:

1. Swim 500 yards continuously, using these strokes in the following order:

    a. 200 yards of front crawl using rhythmic breathing and a stabilizing, propellant kick.

    b. 100 yards breaststroke

    c. 200 yards of either front crawl or breaststroke or a mixture of these strokes

2. Surface dive, retrieve and return to the surface a 10 pound object from a water depth of at least 6 feet

3. Tread water for 2 minutes (may not use hands to tread)

ARTICLE 13
"HARD USE" ALLOWANCE

Employees who receive a monthly "hard use" payment for the use of their privately owned vehicle for official City duties will have the monthly $60 "hard use" allowance increased as follows:

October 1, 2005 - $75
October 1, 2006 - $85
October 1. 2007 - $95

ARTICLE 14
AMENDMENTS

This Agreement may be amended at any time by the mutual consent of the parties, but such attempted amendment shall not be of any force or effect until placed in writing and executed by each party hereto.

ARTICLE 15
DURATION

This Agreement shall be effective as of the signing of this Agreement by both parties and shall remain in full force and effect until September 30, 2009. If either party desires to renegotiate this Agreement, notice must be given no later than June 1, 2009. In the event notice is given by either party to re-negotiate this agreement, negotiations shall begin.

In witness whereof, the parties hereto have set their hands this ____ day of _____, 2008.

FOR AFSCME:	FOR THE CITY OF SANIBEL:
_____	_____
PRESIDENT, AFSCME FLORIDA COUNCIL 79	CITY MANAGER
By:	By:
_____	_____
Date: _____	Date: _____
By:	By:
_____	_____
Date: _____	Date: _____