

RESOLUTION NO. 2023-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, AMENDING THE CITY OF VENICE PERSONNEL PROCEDURES AND RULES, 2020 EDITION, BY ADDING SECTION 1.7A, WORK LOCATION; AMENDING SECTION 1.8, TIME RECORDS; SECTION 1.12 CLASSIFICATION AND COMPENSATION; SECTION 1.13, PERFORMANCE REVIEW; SECTION 1.19, EXIT INTERVIEWS; SECTION 1.29, FAMILY AND MEDICAL LEAVE ACT (FMLA); SECTION 1.31, EMPLOYMENT OF RELATIVES; SECTION 2.2, VACATION LEAVE; SECTION 2.4, SICK LEAVE; SECTION 2.21, RETIREMENT PLAN BENEFIT; AND SECTION 3.7, SAFETY POLICIES AND PROCEDURES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Sec. 50-35 of the City Code of Ordinances provides that amendments to the City of Venice Personnel Procedures and Rules may be made and adopted by resolution; and

WHEREAS, city council wishes to amend the City of Venice Personnel Procedures and Rules, 2020 edition, as previously amended.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA, as follows:

SECTION 1. The whereas clauses above are ratified and confirmed as true and correct.

SECTION 2. Section 1.7a, Work Location, is hereby added to the City of Venice Personnel Procedures and Rules, 2020 edition as follows:

1.7a WORK LOCATION

The city may be required by law to allow remote working under the Family and Medical Leave Act, the Americans with Disabilities Act or other applicable laws. This aside, the city reserves the right to allow remote working on a case-by-case basis specifically permitted in writing by department heads, and the city manager in case of arrangement lasting more than one week or on a recurring basis, subject to the following criteria:

1. The employee's job must be one that can be successfully performed from a remote location, as determined by the department head.
2. The employee will comply with all city rules, policies, practices and instructions that would apply if the employee were working at the city regular work location.
3. The employee will work their regular work schedule.
4. The employee must not be on probationary status.
5. The employee must have no record of counseling within the last year or disciplinary action within the last two years.
6. The employee will report to their regular work location upon request of their department head.
7. The employee will remain accessible and productive during scheduled work hours.

8. The employee will communicate regularly with their supervisor and may be asked to provide a weekly written report of activities
9. The employee will maintain satisfactory or above performance standards, and will be reviewed on at least a quarterly basis in case of arrangements lasting longer than a quarter.
10. The employee will maintain a safe and secure work environment at all times. The employee will report work-related injuries to their supervisor as soon as practicable.
11. The employee understands that all tools and resources provided by the city shall remain the property of the city at all times. The employee agrees to protect company tools and resources from theft or damage and to report theft or damage to their supervisor immediately.
12. The employee agrees to comply with city policies and expectations regarding information security. The employee will be expected to ensure the protection of confidential information accessible from their remote location.
13. The employee understands that all terms and conditions of employment with the city remain unchanged, except those specifically addressed in this section.
14. The employee understands that the city retains the right to modify this agreement on a temporary or permanent basis for any reason at any time.

SECTION 3. Section 1.8, Time Records, of the City of Venice Personnel Procedures and Rules, 2020 edition is hereby amended as follows:

1.8 TIME RECORDS

It is the city's responsibility to set time keeping and payroll policies and it is the employee's responsibility to maintain their individual time records. A time record is required because the city uses the information for compliance with government regulations, payroll computation and providing an accurate record of earnings. All employees must maintain a true and accurate time record as approved by the city's finance and human resources departments.

Each employee and department head must sign the time record before submittal to finance/payroll for processing no later than ~~noon~~ 9.30 AM on the Monday following the end of the pay period. Any changes or corrections must be made within the following pay period.

SECTION 4. Section 1.12, Classification and Compensation, of the City of Venice Personnel Procedures and Rules, 2020 edition is hereby amended as follows:

1.12 CLASSIFICATION AND COMPENSATION

Job classification is determined by the requirements of the job and factors such as responsibility, skill, training, education, and working conditions. The city bases pay increases upon job performance, classification, length of service with the city and other economic and job considerations. The applicable Non-Bargaining Pay Plan or union agreements contain specific grade, which are reviewed and maintained by the director of human resources. When a new position is created, the director of human resources shall recommend a grade for approval by the city manager. The director of human resources shall establish pay rates for temporary employees, whether employed directly or through an employment agency. Any employee who is temporarily and specifically assigned by the city to a position in a higher grade shall receive a rate of pay which is five percent higher than the employee's

regular rate of compensation, or higher at the discretion of the city manager. This increment shall not be awarded to employees whose job description specifically designates them as the person to act in someone else's temporary absence, unless such absence exceeds ~~14~~ 30 calendar days, nor to those on light duty assignments in the course of recovery from job-related injury or illness. Similarly, this increment shall not apply in cross-training situations, but only when the employee is fully qualified and specifically assigned. It shall not be the intent of the city to assign such duty on a frequent or continually reoccurring basis except under emergency or extenuating circumstances.

SECTION 5. Section 1.13, Performance Review, of the City of Venice Personnel Procedures and Rules, 2020 edition is hereby amended as follows:

1.13 PERFORMANCE REVIEW

The human resources department will forward an employee performance evaluation form to the employee's department head, immediate supervisor and associated administrative support staff annually prior to the employee's anniversary date. The employee's immediate supervisor will complete the form and return it to the department head for review. The form will then be forwarded to the director of human resources for review, signature, and placement in the employee's personnel file. Completed copies will be provided to the department head and the employee.

Employees will be evaluated by their supervisor at the end of their probationary period, annually, upon transfer, promotion or periodically as deemed necessary by the department head. This process consists of evaluation of job performance, personal characteristics that affect work habits, attitude, attendance and other job related functions. The employee will be given space to make comments on the evaluation. Employee comments must be made at the time of the evaluation and cannot be added after the evaluation has been signed by the employee. It is important for all employees to have a performance review periodically, in order to discuss work performance and to identify areas of success and improvement. Although these performance reviews are scheduled on a regular basis, employees are encouraged to privately discuss ideas, questions, or problems with their supervisor as they develop.

In the event of an unsatisfactory evaluation, an employee's performance will be monitored by their supervisor with a follow-up evaluation to take place in three (3) months.

SECTION 6. Section 1.19, Exit Interviews, of the City of Venice Personnel Procedures and Rules, 2020 edition is hereby amended as follows:

1.19 EXIT INTERVIEWS

The human resources department will conduct an exit interview with each employee who separates employment with the city, except for those who are terminated for cause or on probation. The interview is used as a tool to determine problem areas and improve working conditions.

SECTION 7. Section 1.29, Family and Medical Leave Act (FMLA), Obligation to Provide Notice and Medical Certification, of the City of Venice Personnel Procedures and Rules, 2020 edition is hereby amended as follows:

1.29 FAMILY AND MEDICAL LEAVE ACT (FMLA)

Obligation to Provide Notice and Medical Certification

When seeking FMLA leave, the employee may be required to provide:

1. Thirty (30) days' advance notice of the need to take leave if the need is foreseeable. If the need for leave is not foreseeable, or thirty (30) days' notice is not possible under the circumstances, as much notice as is possible must be provided.
2. Medical certifications supporting the need for leave due to a serious health condition affecting an employee or immediate family member. The city may require the employee to obtain a second or third medical opinion at the city's expense. Periodical re-certification at the city's expense may also be required.
3. ~~Periodic reports from the e~~Employees are required to check in with the human resources department regarding status and intent to return to work every two weeks unless specifically excused by human resources on a case by case basis as the city deems appropriate or necessary during leave regarding status and intent to return to work.
4. Medical certification of the employee's fitness for duty before being permitted to return to work, if the leave was taken for the employee's serious health condition.

Employees are requested, when possible, to schedule medical treatment so that it will not unduly disrupt the city's operations. Employees are required to provide the city with as much notice as possible when time off for scheduled medical treatment is required. Failure to comply with these requirements may result in delay or denial of leave.

SECTION 8. Section 1.31, Employment of Relatives, of the City of Venice Personnel Procedures and Rules, 2020 edition is hereby amended as follows:

1.31 EMPLOYMENT OF RELATIVES

The city does not permit the employment of relatives or members of the same household under any of the following circumstances:

1. Where one of the parties would have authority or be in a position to directly or indirectly supervise, appoint, remove, or discipline the other.
2. Where one party would be responsible for auditing or evaluating the work of the other.
3. ~~Where both parties would report to the same immediate supervisor.~~
34. Where circumstances exist that could create a conflict of interest or an unsuitable working arrangement that could have a negative impact on employee morale or service to citizens.

The city manager has the final determination as to what constitutes a conflict of interest or unsuitable working arrangement. The city manager may waive this policy when it is deemed in the best interest of the city to do so.

For the purpose of this policy, a relative is defined as an employee's spouse, parent, sibling or child. For parent, sibling or child this is defined as biological, adopted, foster, step-parent/step-child/step-brother/step-sister or legal ward. Spouse is defined as husband or wife as defined or recognized under

State law.

SECTION 9. Section 2.2, Vacation Leave, of the City of Venice Personnel Procedures and Rules, 2020 edition is hereby amended as follows:

2.2 VACATION LEAVE

Vacation with pay is one of the ways the city shows appreciation to employees for their length of service and good work. Employees shall accrue paid vacation leave beginning on their date of hire in accordance with the requirement of being on paid status for at least eighty (80) hours in any month. Vacation accrual is based on the employee's length of service according to the following schedule:

Non-management:

<u>Length of Service</u>	<u>Amount of Paid Vacation</u>
1 year through 7 years	8 hours per month
8 years through 12 years	12 hours per month
13 years or more	16 hours per month

Management:

<u>Length of Service</u>	<u>Amount of Paid Vacation</u>
1 year through 5 years	8 hours per month
6 years through 10 years	12 hours per month
11 years or more	16 hours per month

Vacation leave shall be accumulated by an employee at the end of the month for any month in which they are on paid status for at least eighty (80) hours. For the purpose of this section, paid status includes vacation leave, holiday pay hours, sick leave, compensatory time and supplemented workers compensation.

Vacations must be scheduled through the employee's supervisor and department head based on operational needs. If a designated holiday falls within a vacation period, holiday pay will be utilized for that day. As an incentive to take vacation time off, other than for vacation time accrued in 2020 and 2021, due to COVID-19, employees must take at least one-half of the number of hours earned each year or risk losing vacation leave not utilized. In addition to accruals from previous years, employees are allowed to carry-over no more than one-half of their accrued time from the current calendar year, other than 2022, due to Hurricane Ian, for which the deadline for use will be extended from December 31, 2022 to March 31, 2023. Employees will be notified near the deadline if they appear to be at risk of losing accrued time. Only extenuating circumstances documented and approved by the department head and the director of human resources will result in an exception to this policy.

Employees who are covered under a collective bargaining agreement and who separate for any reason will receive pay for any vacation that has been earned but not used. Each non-bargaining employee who is separated for any reason may will receive pay for any vacation that has been earned but not used cash in up to 100% of the final vacation leave. Non-bargaining employees may choose to contribute have a portion or the an entire amount of the final vacation leave pay and up to the limit permitted by applicable tax law for the respective plan (without endangering the tax status of that plan)

~~paid into the City of Venice non-bargaining retirement plan or other similar plan. For each non-bargaining employee who is separated for any reason, in lieu of such payment directly to the employee, the city, on behalf of the non-bargaining employee, shall contribute up to the limit permitted by applicable tax law for the respective plan (without endangering the tax status of that plan), an amount equal to 100% of final vacation leave pay into the City of Venice non-bargaining retirement plan or other similar plan. Final vacation leave pay is defined as the number of vacation leave hours earned but not used multiplied by the employee's straight hourly rate or equivalent at the time of termination as determined by the finance department.~~

Vacation Cash-In

Employees who are covered under a collective bargaining agreement and that accumulate more than two hundred eighty (280) hours for non-management (or four hundred eighty (480) hours for management/supervisory employees) in any one year shall be compensated at their regular straight time hourly rate of pay for all time in excess of this maximum. Each non-bargaining employee who accumulates more than two hundred eighty (280) hours for non-management (or four hundred eighty (480) hours for management /supervisory employees) in any one year shall be compensated at 50% of their regular straight time hourly rate of pay for all time in excess of this maximum. Non-bargaining employees may choose to have a portion or the entire amount of the excess leave pay up to the limit permitted by applicable tax law for the respective plan (without endangering the tax status of that plan) paid into the City of Venice non-bargaining retirement plan or other similar plan.

~~The city, on behalf of the non-bargaining employee, shall contribute up to the limit permitted by applicable tax law for the respective plan (without endangering the tax status of that plan), an amount equal to 50% of excess vacation leave pay into the City of Venice non-bargaining retirement plan or other similar plan. Excess vacation leave pay for this section is defined as the number of vacation leave hours in excess of 280 hours for non-management employees or 480 hours for management/supervisory employees in any one year multiplied by the employee's regular straight hourly rate or equivalent as determined by the finance department. Any payments made directly to the employee or to the retirement plan on the employee's behalf shall be made within the first payroll period in December of each year.~~

SECTION 10. Section 2.4, Sick Leave, Sick Leave Incentive/Cash-in Policy, of the City of Venice Personnel Procedures and Rules, 2020 edition is hereby amended as follows:

2.4 SICK LEAVE

Sick Leave Incentive/Cash-in Policy

As an incentive to limit abuse of sick leave, up to 90 days (equivalent to 720 hours) of sick leave may be accumulated at which time employees who are covered under a collective bargaining agreement may cash-in up to 30 days (equivalent to 240 hours) as follows:

- Employees hired before 10/1/1993 will receive 50% of their current straight hourly rate
- Employees hired on or after 10/1/1993 will receive 25% of their current straight hourly rate

The employee who is covered under a collective bargaining agreement must request this cash-in on the city-approved form, and the city shall endeavor to process payment during the next available pay period. Employees who are covered under a collective bargaining agreement and who are separated for any reason will receive payment for any unused sick leave pursuant to their hire date and the above outlined percentages. Non-bargaining employees that accumulate more than seven hundred and twenty (720) sick leave hours in any one year shall be compensated ~~at 50% of the following as follows:~~

- Employees hired before 10/1/1993 will receive 50% of their current straight hourly rate
- Employees hired on or after 10/1/1993 will receive 25% of their current straight hourly rate

The payments to the employee shall be made within the first payroll period in December of each year.

~~In addition, the city, on behalf of the non-bargaining employee, in addition to such payment directly to the employee, shall contribute up to the limit permitted by applicable tax law for the respective plan (without endangering the tax status of that plan), an amount equal to 50% of excess sick leave pay into the City of Venice non-bargaining retirement plan or other similar plan. Excess sick leave pay for this section is defined as the number of sick leave hours in excess of 720 hours in any one year multiplied by the employee's regular straight hourly rate or equivalent as determined by the finance department, and multiplied by 50% for employees hired before 10/1/1993 or 25% for employees hired on or after 10/1/1993.~~

~~Non-bargaining employees may choose to have a portion or the entire amount of the sick leave pay up to the limit permitted by applicable tax law for the respective plan (without endangering the tax status of that plan) paid into the City of Venice non-bargaining retirement plan or other similar plan. Each non-bargaining employee who is separated for any reason may cash in up to 100% of the final sick leave. Each non-bargaining employee may choose to contribute a portion or an entire amount of final sick leave and up to the limit permitted by applicable tax law for the respective plan (without endangering the tax status of that plan) into the City of Venice non-bargaining retirement plan or other similar plan. For each non-bargaining employee who is separated for any reason, in lieu of such payment directly to the employee, the city, on behalf of the non-bargaining employee, shall contribute up to the limit permitted by applicable tax law for the respective plan (without endangering the tax status of that plan), an amount equal to 100% of final sick leave pay into the City of Venice non-bargaining retirement plan or other similar plan. Final sick leave pay is defined as the number of sick leave hours multiplied by the employee's straight hourly rate or equivalent at the time of separation as determined by the finance department multiplied by 50% for employees hired before 10/1/1993 or 25% for employees hired on or after 10/1/1993.~~

SECTION 11. Section 2.21, Retirement Plan Benefit, of the City of Venice Personnel Procedures and Rules, 2020 edition is hereby amended as follows:

2.21 RETIREMENT PLAN BENEFIT

The city shall maintain a City of Venice non-bargaining retirement plan ~~maintained under section 401(a) of the internal revenue code, or other similar plan~~ for employees that are in positions that are not covered by a collective bargaining agreement (non-bargaining employee). For purposes of this section, city council and the mayor are not included in the definition of a non-bargaining employee.

~~It is the intention of the city to make an annual contribution to the non-bargaining retirement plan based on the financial condition of the city of behalf of each participating non-bargaining employee. The amount of the annual contribution by the city will be determined by city council based upon its sole discretion. In addition, tThe city may shall make contributions for excess leave accruals and final vacation/sick leave accruals on behalf of participating employees, if employees so choose per section 2.2 and 2.4 above.~~

SECTION 12. Emergency Contact Telephone Numbers, listed under Section 3.7, Safety Policies and Procedures, of the City of Venice Personnel Procedures and Rules, 2020 edition is hereby deleted as follows:

3.7 SAFETY POLICIES AND PROCEDURES

~~Emergency Contact Telephone Numbers~~

~~Emergency Services 911~~

~~Human Resources Department 941-486-2626~~

~~Venice Regional Medical ER Director 941-483-7018~~

~~Venice Regional Medical Center Chief Nursing Office 941-483-7862~~

~~Venice Regional Medical Center 941-485-7711~~

SECTION 13. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED AT A REGULAR MEETING OF THE VENICE CITY COUNCIL HELD ON THE 23RD DAY OF MAY 2023.

Nick Pachota, Mayor

ATTEST

Kelly Michaels, MMC, City Clerk

I, Kelly Michaels, MMC, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of a Resolution duly adopted by the City Council of said city at a meeting thereof duly convened and held on the 23rd day of May 2023, a quorum being present.

WITNESS my hand and the official seal of said City this 23rd day of May 2023.

(SEAL)

Kelly Michaels, MMC, City Clerk

Approved as to form:

Kelly Fernandez, City Attorney