

# **AGREEMENT**

**BETWEEN**

**THE CITY OF ST. PETERSBURG**

**AND**

**THE FLORIDA PUBLIC SERVICES  
UNION (FPSU)**

**Service Employees International Union  
(SEIU)**

**White Collar Bargaining Unit:  
September 22, 2008 through September 30, 2011**

***Blue Collar Bargaining Unit:  
September 29, 2008 through September 30, 2011***

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## DEFINITION OF TERMS

In the interest of improved understanding of the terms used throughout this labor agreement, the following definitions shall apply:

1.     Employer  
The City of St. Petersburg, a municipality in the State of Florida.
  
2.     Union  
A labor organization representing the employees in the 'Blue Collar' and the 'White Collar' Units. The name of the Union is the Florida Public Services Union (FPSU) SEIU,CtW, CLC, which was certified by the Florida Public Employees Relations Commission (PERC) on June 23, 1976, as amended on October 22, 2007, by PERC order 07E-251 by Certificate Number 238 (Blue Collar); and on May 4, 1990, as amended on October 25, 2007, by PERC order 07E-256 by Certification Number 898 (White Collar).
  
3.     Representative of the Union/Union Representative  
A general term used to mean steward or other person designated in writing to the City by the Union to represent the Union in dealings with the Employer, irrespective of whether the official or representative so designated is an employee of the City.
  
4.     Bargaining Unit Employees – Blue Collar Unit - Classified full-time employees employed in classifications enumerated in Appendix "A" of the Pay Article of this agreement. White Collar Unit – Classified full-time employees and regular part-time employees employed in the classifications enumerated in Appendix "C" of the Pay Article of this agreement (regular part-time employees are those employees who have worked for the City for at least six (6) months and also work twenty (20) hours or more per week on a year-round basis). Bargaining unit employees are also referred to as "Unit Employees" and "Employees in the Unit."
  
5.     Classified Employee – Full-time employees who have successfully completed the required probationary period.
  
6.     Consultation – Discussion between Management officials and representatives of the Union with regard to matters covered under the labor agreement including wages, hours and working conditions and discussion of matters which are within the discretion of a department.
  
7.     Departmental Policy – A practice, method, or procedure utilized by individual City Departments, written or unwritten, which provides orderly, consistent guidelines for the behavior of employees to accomplish the mission of the Department which are known to employees within the Department.
  
8.     Supervisor – The term supervisor when used in this labor agreement shall mean an individual employed by the City of St. Petersburg having the authority, in the interest of

the Employer or Chief Executive Officer, to hire, transfer, suspend, lay off, recall, promote, discharge, demote, assign, reward or discipline other employees, or the responsibility to direct them, or to schedule their work, or to evaluate or report on their performance, or to adjust grievances, or to effectively recommend such action or actions.

9. Job Description – A written statement of typical duties to be performed within the scope of a job classification; prepared and implemented by the Employer. It is understood by the parties that every incidental duty connected with operations enumerated in the job description is not always specifically described, and employees, at the discretion of the City may be required to perform duties not within their job description.
10. Department Director – The term Department Director as it appears throughout this labor agreement shall mean that individual Management Official or his designee responsible for the control, direction and mission accomplishment of a particular department.

Special Note: The personal pronouns "he", "his", and "him" used in this agreement are to be interpreted to include both sexes. They are used merely for convenience purposes and are not to be considered as any adverse reflection on either sex.

## **ARTICLE 1**

### **PREAMBLE**

Section 1. In accordance with the State of Florida Public Employees Collective Bargaining Statute, this agreement is entered into, by and between the City of St. Petersburg, a municipality in the State of Florida, hereinafter called the "Employer" and Florida Public Services Union (FPSU) SEIU,CtW, CLC, hereinafter referred to as the "Union" or FPSU. This labor agreement is applicable for employees as defined in 1.) Certificate Number 238 issued to the Florida Public Services Unit, as amended, in accordance with the certifications granted by the Public Employees Relations Commission (PERC) on June 23, 1976, and amended on October 22, 2007, in PERC order 07E-251; and 2.) Certificate Number 898 issued May 4, 1990, as amended on October 25, 2007, in PERC order 07E-256.

Section 2. The purpose of this agreement is to promote and maintain harmonious and cooperative relationships between the Employer and employees, both individually and collectively, and the Union, to provide an orderly and peaceful means for resolving differences which arise concerning the interpretation or application of this agreement, and to set forth herein the basic and entire agreement between the parties in the determination of wages, hours, and terms and conditions of employment.

Section 3. The parties recognize that the best interest of the community will be served by assuring the public, at all times, of orderly and uninterrupted operations and functions of the municipal government, and by providing in the most efficient manner, superior public service to the citizens of the community.

## ARTICLE 2

### RECOGNITION

Section 1. The City of St. Petersburg hereby recognizes the Florida Public Services Union (FPSU) SEIU,CtW, CLC, as the exclusive representative for the purpose of collective bargaining with respect to wages, hours and terms and conditions of employment for all employees in the Bargaining Units.

Section 2. The bargaining entity for which this recognition is accorded is known as the Florida Public Services Union which is comprised of the Blue Collar Bargaining Unit which was certified by the Public Employees Relations Commission (PERC) on June 23, 1976, as amended on October 22, 2007, by PERC order 07E-251 and comprises all full-time employees employed in the classifications enumerated in Appendix "A" of this agreement; and the White Collar Bargaining Unit which was certified by PERC on May 4, 1990, as amended on October 25, 2007, by PERC order 07E-256 and comprises all full-time and regular part-time employees employed in classifications enumerated in Appendix "C" of the Pay Article of this agreement (regular part-time employees are those employees who have worked for the City for at least six (6) months and also work twenty (20) hours or more per week on a year-round basis). All other employees in other ranks, positions, and classifications are excluded from the Bargaining Units.

Section 3. (FPSU) SEIU,CtW, CLC, hereby recognizes the Mayor or his representative as the public Employer's representative for the purpose of collective bargaining.

Section 4. The Bargaining Units consist of the job classifications as contained in Appendix "A" and Appendix "C."

Section 5. If an official job classification title enumerated in Appendix "A" or Appendix "C" of this agreement is changed or altered by the Employer, the employees in such classification shall remain covered by the provisions of this agreement.

Section 6. Changes in Bargaining Units

- A. The parties recognize that PERC is the approving authority in all cases of unit determination.
- B. In the event a classification(s) not now covered by Section 4. of this Article is created by the Employer and such classification(s) would be embraced within one (1) of the Bargaining Units, provided the parties agree that such classification(s) should be embraced within one (1) of the Bargaining Units, then the Employer will provide FPSU with a job description of such classification(s).
- C. Whether the parties agree or disagree that the classification(s) should be included in one (1) or both of the Bargaining Units, the following shall apply:

1. The Union may initiate the proper petition to PERC for a determination of the issue.
2. In the event the Union files an appropriate petition for unit clarification, Appendix "A" or Appendix "C" shall be modified pursuant to PERC'S determination unless either party appeals PERC'S decision.
3. Employees who may be affected shall have the option of continuing their relationship with FPSU or discontinuing their relationship until the issue is resolved by PERC, unless the Employer considers the classification(s) as supervisory or managerial. In this case the employees who may be affected shall be excluded from the Bargaining Unit until the issue is resolved by PERC.

### **ARTICLE 3**

#### **MANAGEMENT RIGHTS**

Section 1. The FPSU and its members recognize the prerogative of the City to operate and manage its affairs in all respects in accordance with its responsibilities; and the powers or authority which the City has not officially abridged, delegated, or modified by this agreement are retained by the City. Management officials of the City retain the rights, except where this agreement takes precedent, in accordance with applicable laws, regulations, and provisions of the Personnel Management System, but are not limited to, the following:

- A. To determine the organization of City government.
- B. To determine the purpose of each of its constituent agencies.
- C. To exercise control and discretion over the organization and efficiency of operations of the City.
- D. To set standards for services to be offered to the public.
- E. To manage and direct the employees of the City.
- F. To hire, examine, classify, promote, train, transfer, assign, schedule and retain employees in positions with the City.
- G. To suspend, demote, discharge, or take other disciplinary action against employees for just cause.
- H. To increase, reduce, change, modify, or alter the composition and size of the work force, including the right to relieve employees from duties because of lack of work, funds or other legitimate reasons.
- I. To determine the location, methods, means and personnel by which operations are to be conducted, including the right to contract and subcontract existing and future work.

- J. To determine the number of employees to be employed by the City.
- K. To establish, change, or modify the number, types, and grades of positions or employees assigned to an organization, unit, department or project.
- L. To establish, change or modify duties, tasks, responsibilities, or requirements within job descriptions in the interest of efficiency, economy, technological change, or operating requirements.
- M. To establish, implement, and maintain an effective Internal Security Procedure.

Section 2. The City Council has the sole authority to determine the purpose and mission of the City Council and the amount of the budget to be adopted by the City Council.

Section 3. If it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane conditions, or similar catastrophes, or may soon exist, e.g. as in the approach of a hurricane, the provisions of this agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended. Should an emergency arise, the Labor Relations Office shall advise the Union President, or designee, of the nature of the emergency and if the President desires, a meeting will be scheduled to discuss the emergency.

## **ARTICLE 4**

### **RIGHTS OF EMPLOYEES**

Section 1. Employees in these Bargaining Units shall have and be protected in the exercise of their rights, freely and without fear of penalty or reprisal, to join, and participate in, or to refrain from joining or participating in the Union. The freedom of employees to assist the Union shall be recognized as extending to participation in the management of the Union and acting for the Union in the capacity of a Union representative.

Section 2. Nothing in this agreement shall require an employee to become or to remain a member of the labor organization or to pay any monies to the labor organization.

Section 3. Employees shall have the right to Union representation if the employee desires to meet and consult with any Supervisory or Managerial Official, via the appropriate chain of command. The employee shall not be required to explain his reasons for wanting to consult with any Supervisory or Management Official. Nothing in this agreement shall be construed to prevent any employee in a Bargaining Unit from meeting or consulting with any Supervisory or Managerial Official, via the appropriate chain of command without the intervention or assistance of a Union representative.

Section 4. Employees in these Units shall have the right to communicate, meet and consult with recognized Union representatives during regular working hours concerning grievances and other Union business. Discussions of this nature which are appropriate during working hours

shall in no way interrupt, delay or otherwise interfere with effective, proper and superior service to the community.

Section 5. Employees shall have the right to fair and equitable consideration of all provisions of this labor agreement, operational procedures and directives of the Department, and the Rules and Regulations of the Personnel Management System.

Section 6. Employees in these Bargaining Units 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, or present reasonable concern with respect to a potential conflict of interest. Employees who expect to engage in any outside employment shall, within five (5) working days of commencing any such employment, notify their Department on the prescribed form which is made a part of this Section. This notice shall also be required in those cases where the employee continues working for the same outside employer but changes jobs. Employees who fail to notify their Department when engaged in outside employment may be subject to disciplinary action.

Section 7. It is agreed that all employees of these Units shall be afforded the opportunity to discuss and review their job descriptions. Such discussions will be between the employee and his immediate supervisor. In the event the employee is not satisfied with the results of the discussion, it may be referred to the Human Resources Director by the employee. The employee may elect to have his or her steward accompany him to discussions regarding the above, with his immediate supervisor or the Human Resources Director or his designee.

Section 8. Any employee who feels improperly classified, may request an audit of his position in accordance with the procedures as outlined in the Personnel Management Rules and Regulations.

Section 9. Employees covered by this agreement are also entitled to the benefits and rights of the Personnel Management System of the City. If any conflicts occur between this labor agreement and the City's Personnel Management System, the labor agreement shall take precedence. The labor agreement shall be the governing factor in all cases even though the benefits or rights may be greater or lesser than provided for in the Personnel Management System of the City.

Section 10. Each new Bargaining Unit employee shall be introduced to his/her designated Union steward within his/her first week of employment (seven (7) calendar days). If the designated union steward is not physically located in the same department or work area, the department will provide the employee with written notice of who the steward is and provide the steward with a copy of the notice.

Section 11. When a full-time employee covered by this agreement receives formal disciplinary action, they shall have the right to address the charges against them using the grievance appeal procedure established by the parties. During the grievance process and prior to any appeal to arbitration, the employee shall be provided the name(s) of primary witness(es), if any, upon whose testimony Management relied in making its findings of misconduct. The

employee also shall have an opportunity to challenge the statements made by primary witnesses who are City employees and have them present during at least one step in the grievance process when they can be made available for questions. In the event that the primary witness(es) is not a City employee, the Department will provide the facts and evidence, including written statements and investigative reports, upon which Management relied in determining misconduct, if said witness(es) is not available to attend a hearing.

**REQUEST FOR OUTSIDE EMPLOYMENT FORM**  
**(This form must be renewed annually per AP #060500)**

Employee's Name: \_\_\_\_\_

Employee's Classification: \_\_\_\_\_

Employee's Department: \_\_\_\_\_

Name of Business Entity: \_\_\_\_\_

Type of Business: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Hours of Work: \_\_\_\_\_

Nature of Duties: \_\_\_\_\_

Information concerning my whereabouts while engaged in outside employment may be obtained from:

Name	Address	Telephone
------	---------	-----------

Does the entity you wish to be employed by compete for or conduct any business with the City of St. Petersburg?  
(Circle) Yes No

Does the entity operate or conduct any business within the St. Petersburg City limits? (Circle) Yes No

Are your proposed outside employment activities related in any way to your primary City employment? (Circle)  
Yes No

If yes, please explain.

I hereby certify to the best of my knowledge that no conflict of interest or violation of the Code of Ethics exists with regard to my outside employment activities. I understand that my City employment is of primary concern and I shall make necessary arrangements to be relieved of my outside employment when called for emergency service by the City. I understand that with five (5) working days' written notice by the City, I may be required to terminate my outside employment.

\_\_\_\_\_  
Signature of Employee Date

I have reviewed this request and have determined to the best of my knowledge that the proposed outside employment activities neither interfere with the employee's City responsibilities nor present any concern with respect to a potential conflict of interest.

\_\_\_\_\_  
Department Director's Signature Date

R/04-08

Original-Human Resources 1st Copy-Department Files 2nd Copy-Employee

## **ARTICLE 5**

### **UNION REPRESENTATION**

Section 1. The Employer agrees to recognize the officers and stewards of FPSU designated by the Union. The Union shall furnish written notice to the Labor Relations Office of designated officers and stewards prior to the effective date of their appointments. The Union shall have the exclusive right to assign, appoint or elect stewards to fill the positions authorized by this Article. At the time of appointment, an officer or steward shall have completed his initial probationary period.

Section 2. Upon receipt of written notice concerning additions, deletions, or modifications of the Union representation list, the Labor Relations Office will develop an organizational chart showing authorized Union representatives to be recognized by Management. This chart shall be distributed to Departments concerned and any dealings with the Union shall be confined to individuals as shown on the chart.

Section 3. The Employer agrees to recognize Union representatives (stewards and officers) after compliance with the provisions of Sections 1. and 2. of this Article.

The number of Union representatives (stewards) shall be reviewed periodically to maintain consistency with work area locations and populations.

In the event an employee wishes to file a grievance and wants his Union representative to assist in the submittal of the grievance, but the employee's designated Union representative is absent during the time frame as defined in the grievance procedure, the following shall be applicable. In the event the designated Union representative (steward) is absent, an aggrieved employee may refer grievances to any chief steward of FPSU for assistance in submitting his grievance, and the employee's division manager will accept and process grievances from said chief steward; or the employee may request the Union ask Management for an extension of the time limits for filing a grievance until his designated Union representative is available.

Nothing in this Section is to be construed as a method or means of by-passing the designated Union representative in his duties of processing grievances for those employees he represents.

### **UNION REPRESENTATION**

Employees covered by this agreement shall be represented by Union stewards in specific Departments/Divisions and work areas as listed below. In addition, there shall be five (5) chief stewards that may work in all areas as assigned by the Union President.

	<u>Blue Collar</u>	<u>White Collar</u>
Sanitation work area	2 Stewards	
Fleet Management Sanitation Shop	1 Steward	
Leisure Services Parks Recreation Capital Improvements	2 Stewards	1 Steward
Waterfront work area Marina/Port/Airport North Shore Recreation	1 Steward	1 Steward
Downtown work area City Hall Fire Libraries MSC	1 Steward	2 Stewards    2 Stewards
Public Works /Cosme Water Resources Stormwater, Pavement and Traffic Operations (9 <sup>th</sup> Avenue Facility)	3 Stewards	
Police		2 Stewards
	<b><u>Total Authorized</u></b>	
	<b><u>10 Stewards</u></b>	<b><u>8 Stewards</u></b>

Section 4. Union representatives are entitled to act on behalf of and represent Bargaining Unit employees in those activities authorized in this agreement.

Section 5. Duties and responsibilities of Union representatives are as follows:

A. Stewards

1. To investigate and, if necessary, present to supervision a grievance on behalf of an employee or group of employees from the Department(s), Division(s), Section(s) he represents.
2. To investigate and, if necessary, present to supervision a grievance on behalf of the Union when a violation of the contract has allegedly occurred.

3. To post and maintain Union bulletin boards in the area to which the Union steward is assigned.
4. To participate in planning sessions for negotiations and attend negotiating meetings.

Union stewards who are full-time employees shall be allowed reasonable time off without loss of pay during their regular shift hours to carry out the duties provided for in paragraphs 1, 2, and 3 of this Section in accordance with the terms of this agreement. Prior to taking time off from work, the steward shall submit his request in advance, by submittal of a time-out slip. Whenever the steward is requesting time off for purposes for which pool time may be used (see Section 6.), he will complete a Pool Time Request Form in advance. Part-time employees who are Union stewards shall investigate and present grievances on their own time.

B. Officers

The Employer will recognize City employees who are officers in FPSU to engage in Union business with City Management and officials. The duties of these officers are as follows:

1. Submittal of dues authorization forms for processing dues and/or assessment authorizations.
2. Collection or receipt of dues check from payroll deductions.
3. Attendance/participation at grievance and arbitration hearings.
4. Attendance/participation at consultation meetings.
5. Investigation and presentation of grievances.

Officers who are full-time employees shall be allowed reasonable time off without loss of pay during their regular shift hours to carry out the duties provided for in this Section in accordance with the terms of this agreement. Prior to taking time off from work, the officer shall submit his request in advance, by submittal of a time-out slip. Whenever the officer is requesting time off for purposes for which pool time may be used (see Section 6.), he will complete a Pool Time Request form in advance. Officers who are part-time employees shall carry out the duties provided for in this Section on their own time.

- C. Procedures for Union representatives to schedule meetings with employees to discuss grievances are detailed in Article 21, Section 2.G. A Union representative may wish to meet with an employee to discuss issues other than a grievance, such as a term or condition of employment which would be a subject for consultation or discussion with Management. In such an instance, the Union representative will follow the same process as outlined in Article 21 Section 2.G. In situations

where the Union representative is not on duty and the employee is on a rest or meal break, the Union representative shall notify a supervisor at the work site that he is there to visit an employee only if the employee is working or located at a worksite or break room that is in an area that has restricted access by the public. Should the meeting occur in an area frequented by other employees (such as a break or lunch room), the area must remain open to same. Employees who participate in the meeting are responsible for ensuring that breaks or meal periods are not extended as a result.

This Section does not in any way abrogate the provisions contained in Section 8. or Section 11. of this Article.

- D. Union stewards and officers will not use City vehicles to conduct Union business unless authorized by their respective department director. However, incidental use in the normal performance of an employee's duties will be permitted.
- E. Problems in the administration of this Section with Union representatives who are officers of FPSU may be taken up through the Consultation provision and, if warranted, may be pursued through the Grievance and Arbitration Procedures starting at Step 3 by either party.

#### Section 6. Pool Time

Pool time is annual leave time donated by FPSU represented employees for the purpose of providing FPSU stewards and officers the opportunity to be absent from work without loss of pay for the following reasons:

1. Union meetings
2. Union training classes/seminars
3. Attendance at Union conventions
4. Preparation for contract negotiations with the City
5. Contract negotiations with the City

FPSU representatives who are either officials or stewards as defined by this Article and are recognized by the Employer may be granted time off by Departmental Management to conduct business in connection with FPSU - St. Petersburg Unit. Time off for FPSU business will be without loss of straight time pay by using available pool time provided the following:

- A. A written request for the use of pool time, using the Pool Time Request form contained within this Article, is submitted through the employee's supervisor to the Section or division manager at least seventy-two (72) hours in advance of the time off, or shorter notice in the case of unforeseen circumstances. The Pool Time Request Form will be accompanied by appropriate supporting documentation (e.g., announcement of Union convention with dates and location, description of course time, location and content).

- B. Sufficient staffing is available to properly carry out the work of the Department/Section during the absence of the FPSU representative(s) as determined by the appropriate manager.
- C. Approval by the appropriate manager is received in advance of the use of pool time. The manager shall, prior to approval, take into account staffing problems, possible emergency situations, possible overtime obligations and pool time use conflicts with vacation time schedules. In all cases, the goal of providing efficient and superior service to the community is of paramount importance.
- D. No more than five (5) Union representatives and stewards shall be off at any one time. Each individual representative and steward shall not use more than ten (10) hours of pool time per month, and no more than a total of forty (40) hours of pool time shall be used by the Union per month. An exception will be made to these limits once a year for each Union officer and Union steward to attend a seminar or conference for up to forty (40) hours. Union representatives and stewards who are on pool time agree to remain off City premises unless the pool time is being used for contract negotiations with the City; failure to do so will result in the loss of pool time privileges for those individuals who violate this provision.

The Employer retains the right to restrict time off for FPSU business when insufficient notice is given or an emergency condition exists and such time off from work would create a hazard to the public. The Employer may also call employees on pool time back to work when emergency conditions exist.

Employees covered by this agreement may donate, on the donation form contained in this Article, a minimum of two (2) hours of their annual leave time, but cannot donate illness hours toward the pool time account. Hours will be converted to dollars as will the hours utilized by the FPSU representatives, so that the running balance of the account at any given time will be a dollar and cents amount. Donations can be processed anytime during the term of this agreement.

Charges against the FPSU pool time account, as provided in this Article, shall only be made when approved by the President of the FPSU or the President of the FPSU St. Petersburg Unit prior to the employees utilizing requested pool time. Whenever the pool time account has been depleted, the time off may be without pay or annual leave may be used. When an officer or steward is absent from work and being covered by pool time, he or she shall continue to accrue benefits such as annual leave and illness leave. However, such hours will not count towards the computation of overtime.

For the purposes of this Article, annual leave time requests have priority over requests for the use of the FPSU pool time.

FPSU representatives using pool time shall not be on duty and shall not be eligible, during the time of utilization, for Workers' Compensation benefits.

Unused time (i.e., dollars) in the FPSU pool time account will be carried into the next fiscal year.

Section 7. The Union, as representative of the employees covered by this agreement, shall have the right to present its views to Management on matters of concern either orally or in writing.

Section 8. Authorized and recognized International Union representatives will be granted access to work areas during regular working hours to carry out the functions which come within the scope of their responsibilities on matters relating to this labor agreement. Requests for access must be received by the Division of Labor Relations at least twenty-four (24) hours in advance. Visits may be temporarily deferred so as not to interfere with work operations or maintenance of service to the community. City work hours shall not be used by employees or Union representatives to conduct Union organized meetings for the promotion of Union affairs.

Section 9. The Employer will not negotiate individually with employees covered by this agreement concerning matters that are within the prerogative of this collective bargaining agreement. Informal discussions between an employee and supervisor, which are of a personal nature or concern problems personal to the employee, do not normally fall into this category.

Section 10. During the term of this agreement, Management will provide the Union with a requested copy of notices and materials posted on the City's bulletin boards.

Section 11. Solicitation of any and all kinds by the Union including solicitation of grievances, membership, and the collection of Union monies, shall not be engaged in during working hours.

Section 12. The Union will furnish the Labor Relations Office a written list of the Union's bargaining team prior to the first bargaining meeting, and changes thereto as known.

The Employer will furnish the Union a written list of the Employer's bargaining team prior to the first bargaining meeting, and changes thereto as known.

## FPSU POOL TIME REQUEST FORM

Submit to appropriate management. When signed, department to send original to Labor Relations.

TO: \_\_\_\_\_ Date: \_\_\_\_\_  
 Manager Month/Day/Year

FROM: \_\_\_\_\_  
 Name & Payroll Number (Please Print)

Union President, or designee, Authorization: \_\_\_\_\_

I hereby request to be absent from duty for the following Union Business reason: (Complete one and attach supporting documentation)

	<u>TIME</u>	<u>DATE</u>	<u>LOCATION</u>
Preparation for Negotiations w/City	_____	_____	_____
Bargaining Session w/City	_____	_____	_____
Union Meeting	_____	_____	_____
Union Training Class/Seminar	_____	_____	_____
Specify type of training:	_____	_____	_____
Union Convention	_____	_____	_____
Period of absence from duty:	HOURS	_____	_____

**Approval:    YES                    NO**

If no, state reason: \_\_\_\_\_

\_\_\_\_\_  
 Manager's Signature/Department

Copies to: Labor Relations, Union, Employee, Department

**Voluntary Donation to  
FPSU BUSINESS (POOL) TIME ACCOUNT**

Date: \_\_\_\_\_

I, \_\_\_\_\_ voluntarily authorize the City of  
(Name - please print)

St. Petersburg to deduct \_\_\_\_\_ hours of my annual leave  
(Minimum 2 hours)

account for the purpose of allowing FPSU officers and stewards to take time off from work with pay to conduct Union business.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dept./Division/Section #

\_\_\_\_\_  
Payroll Number

\_\_\_\_\_  
Hourly Rate

\_\_\_\_\_  
*To be completed by Labor Relations. Total amount contributed: \$*\_\_\_\_\_

Copies to: Labor Relations, Union, Central Payroll, Employee

**FPSU TIME OUT SLIP**

**(Request to be absent from duty by authorized Union Steward or Representative)**

Submit form to appropriate Supervision/Management for signature. Department to retain a copy and provide three copies to requesting Union representative at time of submission. **NOTE:** Union representative must turn form back to department when he/she returns to duty in order to be paid. Department to send original to Labor Relations and retain a final signed copy for its files.

TO \_\_\_\_\_ Date: \_\_\_\_\_  
Supervision/Management Month/Day/Year

FROM: \_\_\_\_\_  
Name & Payroll Number (Please print)

I hereby request to be absent from duty for the following reason: (Check one)

	<u>TIME</u>	<u>DATE</u>	<u>LOCATION</u>	
Grievance Investigation	_____	_____	_____	PAY*
Grievance Hearing	_____	_____	_____	PAY*
Civil Service Board Hearing	_____	_____	_____	PAY**
Arbitration Hearing	_____	_____	_____	NO PAY
Consultation Meeting (City Initiated)	_____	_____	_____	PAY
Consultation Meeting (Union Initiated)	_____	_____	_____	PAY
FPSU Business	_____	_____	_____	NO PAY***

Authorized by Supervisor/Manager **YES NO** Signature \_\_\_\_\_

Time checked off duty \_\_\_\_\_ Time checked back in \_\_\_\_\_

NOTE: This Section MUST BE completed by the Supervisor/Manager of the employee the Union representative wishes to see if the request is for the purpose of a grievance investigation.

May the Union representative meet with the requested individual at this time?

**YES NO**

If no, state reason. \_\_\_\_\_

\_\_\_\_\_  
Supervisor/Manager's Signature

\* Payment limited to one Union representative except when a Union steward or representative is being trained.

\*\* Payment limited to one Union representative.

\*\*\* Unless determined otherwise by Labor Relations on a case-by-case basis.

Original to Labor Relations: Copies to Union, Department

## **ARTICLE 6**

### **CHECKOFF**

Section 1. Employees covered by this agreement may request on a prescribed form the authorization for payroll deductions for the purpose of paying Union dues, COPE donations, and uniform assessments. The Employer is expressly prohibited from any involvement in the collection of fines, penalties or special assessments and shall not honor any requests of this nature other than for Union dues, COPE donations, and uniform assessments. The Union expressly agrees not to solicit COPE donations on City property.

Authorizations currently on file shall remain in full force and effect for the term of this Contract unless revoked by an employee with thirty (30) days written notice to the Employer and the Union.

Section 2. The Union will initially notify the Employer as to the amount of dues or uniform assessments to be deducted from a member's salary on a weekly basis. This notice must state the weekly amount in dollars and cents. Such notification will be certified to the Employer in writing over the signature of an authorized officer of the Union at least thirty (30) calendar days in advance of the effective date. Changes in membership dues will be similarly certified to the Employer and shall be done at least thirty (30) calendar days in advance of the effective date of such change.

Deductions for Union dues, COPE donations, and uniform assessments will be honored providing an authorization form for such deduction is properly executed and on file with the Employer.

Section 3. Dues shall be deducted each applicable pay period and the funds deducted shall be remitted to the Secretary-Treasurer of the Union within thirty (30) days. The Union agrees to reimburse the Employer for the cost of processing any change in membership dues at the rate of sixty dollars (\$60.00) which shall be made in the month such change in membership dues takes effect. A change in membership dues shall not require an additional dues deduction authorization form.

Section 4. The Union will indemnify, defend, and hold the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by payroll deduction of Union dues or COPE donations. The FPSU agrees that in case of error, proper adjustment, if any, will be made by the FPSU with the affected employee, assuming that those funds in dispute have been transmitted to the FPSU.

Section 5. In any applicable pay period in which there is insufficient pay to cover all other duly authorized deductions, Union dues or uniform assessments will not be deducted from an employee's pay. However, the appropriate deductions for two (2) or more applicable pay periods shall be made at the earliest time per City payroll procedures. The Union will pay the City twenty-five cents (\$.25) for each additional deduction necessary to make up omitted deductions.

Section 6. The Union shall remit to the City fifty dollars (\$50.00) per month for payroll deduction of FPSU Union dues.

Section 7. The Employer shall not be required to honor any authorizations for deductions that are delivered to the Labor Relations Office later than two (2) weeks prior to the deduction effectivity.

Section 8. For the purpose of implementing the provisions of this Article, the Employer will recognize forms for such individual authorizations, reading as follows:

**FPSU**  
**NOTICE TO EMPLOYER AND UNION**  
**AUTHORIZATION FOR DEDUCTION OF UNION DUES UNIFORM ASSESSMENTS,**  
**AND/OR COPE DONATIONS**

I hereby authorize my Employer to deduct from my wages each applicable pay period my Union Dues and/or Uniform Assessments as certified to the Employer by the Union, and to transmit this amount to the Treasurer of the Union.

I also agree that an additional amount may be deducted from my wages for COPE as indicated below.

I authorize my Employer to deduct \$\_\_\_\_\_from my wages each pay check for (COPE) purposes.

I understand that this authorization is voluntary and I may revoke it at any time by giving my Employer thirty (30) days advance notice in writing.

\_\_\_\_\_  
**SIGNED**

\_\_\_\_\_  
**JOB TITLE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**DEPARTMENT/DIVISION**

\_\_\_\_\_  
**HOME ADDRESS, ZIP CODE**

\_\_\_\_\_  
**HOME PHONE NUMBER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PAYROLL NUMBER (EMPLOYEE #)**

Copies to:  
Labor Relations  
Employee  
Union

**FPSU**  
**NOTICE TO EMPLOYER AND UNION**  
**INSTRUCTIONS TO STOP PAYROLL DEDUCTION OF UNION DUES, UNIFORM**  
**ASSESSMENTS AND/OR COPE DEDUCTIONS**

\_\_\_\_\_ I hereby instruct my Employer, and advise the Union to stop deducting from my salary each applicable pay period, Union Dues and Uniform Assessments-

\_\_\_\_\_ I hereby instruct my Employer, and advise the Union, to stop deducting from my salary each applicable pay period the funds used for COPE.

\_\_\_\_\_  
**SIGNED**

\_\_\_\_\_  
**JOB TITLE**

\_\_\_\_\_  
**PRINTED NAME**

\_\_\_\_\_  
**DEPARTMENT/DIVISION**

\_\_\_\_\_  
**HOME ADDRESS, ZIP CODE**

\_\_\_\_\_  
**HOME PHONE NUMBER**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PAYROLL NUMBER (EMPLOYEE #)**

Copies to:  
Labor Relations  
Employee  
Union

## ARTICLE 7

### **PROHIBITION OF STRIKES**

#### Section 1. Strike Definition

"Strike" means the concerted failure to report for duty, the concerted absence of employees from their positions, the concerted stoppage of work, the concerted use of illness leave, the concerted submission of resignations, picketing in furtherance of a work stoppage, the concerted abstinence in whole or in part of any group of employees from the full and faithful performance of their duties of employment with the City of St. Petersburg, the Employer, for the purpose of inducing, influencing, condoning or coercing a change in the terms and conditions of employment or the rights, privileges, or obligations of their employment or participating in a deliberate and concerted course of conduct which adversely affects the services of the Employer, the concerted failure to report for work after the expiration of a collective bargaining agreement.

#### Section 2. Strikes Prohibited

Employees covered by this agreement, the Union or its officers, agents and representatives, agree that Section 447.505, of the Florida Public Employees Collective Bargaining Statute prohibits them individually or collectively as public employees or the Union from participation in a strike against the City of St. Petersburg, the Employer, by instigating or supporting in any manner, a strike. Any violation of this Section shall subject the violator(s) to the penalties as provided for by this agreement, law, and the rules and regulations of the Employer.

#### Section 3. Affirmation

Employees covered by this agreement and the Union, its officers, agents and representatives, agree that they will not engage in any "strike" activities against the City of St. Petersburg, or other similar forms of interference with the operation of the City.

#### Section 4. Penalties

Any employee covered by this agreement who participates in, is a party thereto, or promotes any of the above actions as outlined in Sections 1. and 2., or other similar forms of interference with the operations or functions of the City shall be subject to disciplinary action up to and including discharge. Employees shall not be entitled to any benefits or wages whatsoever while they are engaged in any strike activities, or other interruptions of work. Any employee discharged in accordance with this Article or applicable provisions of the State of Florida Public Employees Collective Bargaining Statute shall, if appointed, reappointed, employed or re-employed by the City, serve a six (6) month probationary period following the reappointment or re-employment, and the compensation may in no event exceed that received immediately prior to the time of the violation, and the compensation may not be increased for one (1) year.

## **ARTICLE 8**

### **BULLETIN BOARDS**

Section 1. The Employer agrees to provide bulletin boards or bulletin board space for use by FPSU up to a maximum of forty-five (45).

Section 2. Bulletin boards or bulletin board space shall be large enough to accommodate up to four (4) notices 8 1/2" x 14" at each authorized location.

Section 3. Union bulletin boards may be used for posting Union notices but restricted to:

- A. Notices of Union recreational and social affairs.
- B. Notices of Union elections and results of such elections.
- C. Notices of Union appointments and other official Union business.
- D. Notices of Union meetings.
- E. Any other information, including any notices containing any information other than purpose, date, time and place, may be posted on such designated areas only upon the approval of the Labor Relations Office.

Section 4. All notices shall be on official FPSU letterhead stationary and signed by a duly recognized Union official.

Section 5. Any other material, other than that listed in Section 3. of this Article, not on file with the Labor Relations Office may be removed by any member of Supervision. Should removal occur, the Labor Relations Office will notify the Union.

Section 6. All costs incidental to preparing Union materials will be borne by the Union. The Union is responsible for posting and removing approved material on its bulletin boards and for maintaining such bulletin boards in an orderly condition.

Section 7. In the event that additional permanent areas of work are placed in service requiring approximately twenty (20) employees, the Employer agrees to provide bulletin board space of the same size as described in Section 2. of this Article.

## **ARTICLE 9**

### **BASIC WORK WEEK AND OVERTIME**

Section 1. The basic work week for all full-time employees covered by this labor agreement shall consist of forty (40) hours unless otherwise specified or scheduled by Management to meet particular requirements of individual Departments, Divisions or Sections of a Department.

Individual Departmental Management shall establish the basic work week and hours of work best suited to meet the needs of the Department and provide superior service to the community. Nothing in this agreement shall be construed as a guarantee or limitation of the number of hours to be worked per week.

Section 2. The basic work week of forty (40) hours for full-time employees shall be from Monday through Friday of each week unless specified or scheduled by Management to meet particular requirements of individual Departments, Divisions or Sections of a Department. When Management deems it necessary, work schedules may be established other than the basic Monday through Friday schedule, provided that the basic work week of forty (40) hours is scheduled within five (5) days. In this connection if a major segment of either Bargaining Unit is affected, Management will notify the Union as far in advance as possible.

Section 3. All authorized and approved work performed in excess of forty (40) hours in any one work week shall be considered as overtime and shall be paid at the overtime rate of one and one-half (1 ½) times the employee's regular hourly rate of pay, as required by the Fair Labor Standards Act. No employee shall suffer any reduction in his normal, scheduled hours of work to preclude the payment of overtime. Employees represented by these Bargaining Units shall be permitted to accrue and utilize compensatory time in lieu of being paid for overtime hours worked with the approval of their supervisor. Employees will not be forced to accept compensatory time in lieu of being paid overtime. If an employee is scheduled to work overtime, he may, with the approval of his supervisor, take time off on an hour-for-hour basis during the week in which overtime hours would otherwise have been worked. If the time is not taken off in that same work week, compensatory time will accrue at time and one-half for each hour worked over forty (40) hours (i.e. 1 ½ hours for each hour worked over forty (40) hours). Accrued compensatory time should be taken no later than three (3) months after it is earned. Accrued compensatory time balances may not exceed forty (40) hours. Compensatory time that exceeds forty (40) hours or has been banked more than three (3) months from the date of accrual shall be paid out to the employee in his next regular pay period. Compensatory time off should be requested in advance of the time to be taken off work.

Section 4. For purposes of overtime computation, annual leave, illness leave, bereavement leave, jury duty, annual military leave and other absences from duty on active pay status shall not be considered as time worked, with the exception that holiday hours shall count towards the computation of overtime.

Section 5. Employees shall be required to work overtime when assigned unless excused by supervision. In the event any employee in the Unit is assigned to work approved overtime, he will not be required to use annual leave nor be placed in a "leave without pay" status during the basic work week in order to compensate or offset the overtime hours worked or to be worked.

An employee desiring to be excused from overtime work assignments for good and sufficient reasons shall submit, in writing, a request to his immediate supervisor. The written request, if approved, shall remain in force until rescinded in writing by the employee to his immediate supervisor or until it becomes required and necessary to assign and schedule this employee to overtime work.

At the time overtime work is required and necessary, the work shall be performed by employees who have not requested, in writing, to be excused from such assignment.

In the event overtime work is required and the Department, Division or Section cannot schedule the required numbers of employees, then those employees who have approved requests on file excusing them from overtime work shall be assigned and required to work such overtime.

Section 6. Overtime work will be distributed equitably among full-time employees in their particular job classification, in their organization units (i.e., major shop areas, department, shift, Section, etc.), as far as the character of the work permits. Although temporary imbalances in the distribution of overtime may occur, nothing in this Section shall be construed as alleviating the continuing intent of Departmental Management to distribute overtime fairly and equitably over an extended period of time. Departmental Management will maintain overtime records and will make such information available to a Union representative.

Section 7. When an employee is assigned to work overtime, as distinguished from a call back, in excess of five (5) hours before or after his regular shift hours, his immediate supervisor will schedule a paid lunch period during the overtime assignment unless the employee's overtime work assignment requires his constant attention or availability or, at the employee's option, he does not desire a lunch period.

Section 8. This Section 8. applies exclusively to the Blue Collar Collective Bargaining Unit only. The terms within this Section are not applicable to any members of the White Collar Collective Bargaining Unit by intent or practice. It is not the intention of the City to have supervisory or managerial employees perform Blue Collar Bargaining Unit work. Bargaining Unit work will not be assigned to the aforementioned employees except for the following:

- A. Emergency situations where regular employees are not immediately available for assignment and where the assignment would not extend past a reasonable period of time.
- B. Training, instruction, testing, or demonstration of current or new work projects, systems, or equipment.

However, none of the aforementioned acts shall be used to deprive an employee from working his normal weekly schedule.

Section 9.     Call Back

Call back pay is provided to compensate full-time employees required to return to work after completing a regularly assigned shift. Eligibility for call back pay is as follows:

- A. Any employee who is off duty and is required to return to work on an unscheduled basis shall be eligible for call back pay.

- B. Any employee required to return to work three (3) hours or less prior to his regularly scheduled starting time shall be paid for the actual time worked plus one (1) hour inconvenience pay.
- C. Any employee who is on duty and is instructed and assigned to return to work shall be ineligible for call back pay but may be eligible for compensation at the overtime rate of pay.
- D. Any employee required to continue working after completion of his regular scheduled shift shall be ineligible for call back pay but may be eligible for compensation at the overtime rate of pay.
- E. An employee who is contacted during his off-duty hours and is offered and accepts voluntary overtime is not eligible for call back pay but may be eligible for compensation at the overtime rate of pay.
- F. Any employee eligible for call back pay shall be paid for the actual hours worked, plus one (1) hour bonus for the call back inconvenience. A minimum guarantee of four (4) hours pay which will include the one (1) hour inconvenience bonus shall be paid. The maximum any employee may receive the call back inconvenience pay is twice in a twenty-four (24) hour period. If the employee is called back to work more than two (2) times in a twenty-four (24) hour period he shall be paid at his applicable rate from the time of notice to the time the employee returns home. All hours worked on a call back shall be counted toward computing the weekly overtime.
- G. When an employee is contacted at home and is able to address a work-related problem by phone or via computer from home, he shall not be paid in accordance with Paragraph F. above. Instead, he will receive payment for actual time worked, subject to a minimum of one (1) hour. Departments will be responsible for determining the reasonableness of time claimed, particularly in situations where the employee was not logged on to the computer system for the entire time he was working on the problem, in cases where a computer was used. An employee who is contacted off-duty and required to report to a City work site to address a problem via computer or an employee contacted off-duty who has to return home in order to address a problem via computer will receive call-back pay in accordance with the provisions of Paragraph F.

Section 10. Standby Time

- A. In order to provide coverage for services during off-duty hours, it may be necessary to assign and schedule employees to standby duty. A standby duty assignment is made by a supervisor who requires an employee to be available for work due to an urgent situation on his off duty time which may include nights, weekends, or holidays. Employees shall be required to be on standby duty when assigned unless excused by supervision.

- B. Employees assigned to standby duty by their supervisor are guaranteed standby pay of two (2) hours pay at their regular straight time hourly rate for each eight (8) hour increment of standby time assigned and scheduled. Standby time shall not count as hours worked for the purpose of computing overtime pay.
- C. Employees while on standby duty when called to work will, in addition to the standby pay of two (2) hours for each eight (8) hours assigned, be paid for the actual time worked with a minimum guarantee of one (1) hour's pay for each call to work. For pay purposes, actual time worked starts at the time of notice and ends when he returns home. In the event any employee who is on standby duty fails to respond to a call to work, he will forfeit the standby pay and may be subject to possible disciplinary measures as provided in the Code of Conduct Rules.
- D. Employees shall not be assigned to standby duty if excused in advance by Management. In the event Management cannot schedule the required number of employees for standby duty then employees shall be assigned by Management.

Section 11. The Employer agrees that the present Departmental policies concerning rest periods and meal periods shall be continued for employees covered by this labor agreement. In this connection, employees will normally have a scheduled paid or non-paid lunch period.

Nothing in this Section shall prohibit an employee from taking his unpaid lunch period away from his work location.

In the event an employee is required by Management to forego a scheduled non-paid lunch period, and the lunch period is not rescheduled later in the shift, the missed lunch period shall be added to the hours worked for the week for the determination of overtime to be paid.

The provisions of this Section pertaining to missed lunch periods shall not apply to employees who are normally paid for their lunch period and/or assigned to a continuous shift of work or are on a task assignment basis.

Section 12. Nothing contained in this agreement shall be interpreted as requiring a duplication or a pyramiding of premium payments involving the same hours worked.

## **ARTICLE 10**

### **SENIORITY, LAYOFF AND RECALL**

Section 1. Basis of Seniority

A. Probationary Periods

1. All newly hired full-time employees except those covered by special probationary periods shall be placed on probation for the first six (6) months

in the classification. In the event the employee accepts another position before his initial probationary period is satisfactorily completed, his initial probationary period begins at the time he starts working in the new position. All employees on probationary status shall be eligible for membership in the Union, and shall be entitled to the benefits outlined in this agreement except that the City may, at its sole discretion, terminate any employee during his initial probationary period. Any employee terminated during his initial probationary period shall be informed of the reason for his termination at the time he is notified. Employees serving an initial probationary period are ineligible to file appeals or grievances.

### Special Probationary Periods

Employees in classifications for which special licenses or certificates are required which take longer than six (6) months to obtain shall have as their probationary period the same time as is required by the applicable local, state, or federal regulation or as is established by the City to obtain the certificate or license. Employees in this category of special probationary periods shall be eligible for membership in the Union and shall be entitled to all benefits in this agreement as any other regular initial probationary employee. After the completion of the first nine (9) months of the special probationary period, full-time employees may file grievances and appeals on matters concerning the interpretation and application of this labor agreement except in cases involving demotions and discharge for just cause.

Examples: Water and Water Reclamation Plant Operator I, Emergency Complaint Writer Trainee, or other Classifications for which licenses or certificates may be required in the future as requirements become known.

Employees affected by this special probationary period shall be advised of the requirement by their supervisor and the Department shall advise the Union.

2. Employees transferred between Departments in the same classification will serve a three (3) month probationary period. However, if the transfer is due to a layoff, no probationary period will be served, although a Department may still conduct a performance evaluation after the first three (3) months if it so chooses.
3. Any classified employee promoted to a new classification shall serve a six (6) month probationary period or special probationary period if applicable. At any time during this special or six (6) month probationary period, if Management or the employee determines that the employee is unable to perform the job or he does not obtain the required license or certification, the employee shall be returned to his previous classification provided a position is available, or employees in the Blue Collar Bargaining Unit may bump back to

a Maintenance Worker I position, provided the employee is able to do the essential functions of the job. In the event the employee bumps back to a Maintenance Worker I position, the employee will be placed on the eligibility list for his previously held classification for nine (9) months.

4. Any classified employee demoted to a new classification shall serve a six (6) month probationary period or special probationary period if applicable. If the employee is demoted to a classification previously held in that Department for which the probationary period had been completed, then no probationary period will be served.
5. Cumulative absences of thirty (30) calendar days or more, any suspensions from scheduled work, and time spent on light duty when the work performed on light duty does not encompass a significant part of the employee's regular job duties shall be added to a probationary period.
6. The probationary period may be extended up to a maximum of three (3) additional months by the Department Director at his discretion. In this connection, Departmental Management will inform the probationary employee of the reasons for the extension.

B. City Seniority

1. City seniority is understood to mean an employee's most recent date of employment or re-employment. Seniority will continue to accrue during all types of leave except for Leave of Absence Without Pay of more than thirty (30) consecutive calendar days which shall cause this date to be adjusted for an equivalent amount of time. Leaves of Absence Without Pay for periods of thirty (30) consecutive calendar days or less shall not cause the City seniority date to be adjusted.
2. City seniority shall be used for purposes of computing vacations, service awards and other matters based on length of service.
3. City seniority for the purposes of layoff and recall shall be defined as in Section B.1. above except that only full-time employment in a classified status in any classification shall be counted in calculating length of City service.

C. Classification Seniority

1. Classification seniority shall be understood to mean length of time in classification. After successful completion of the probationary period, length of time in classification reverts to date of entry, transfer or promotion to present classification. Seniority will continue to accrue during all types of leave except for Leave of Absence Without Pay of more than thirty (30) consecutive calendar days which shall cause this date to be adjusted for an

equivalent amount of time. Leaves of Absence Without Pay for periods of thirty (30) consecutive calendar days or less shall not cause the classification seniority date to be adjusted.

2. Classification seniority as defined above in C.1. shall be used for all matters based on seniority except for layoff and recall.
3. Classification seniority for the purposes of layoff and recall shall be defined as in Section C.1. above except that only full-time employment in a classified status in a classification covered by this labor agreement shall be counted in calculating length of service.

D. Seniority Date Adjustment Exceptions

1. Union Leave

A classified full-time employee returning from a Union Leave of Absence for a period not having exceeded twelve (12) months shall be reinstated in his former job and without loss of seniority.

2. Illness Leave

Full-time employees having a minimum of five (5) years of City seniority shall suffer no loss of either City or classification seniority if on a Leave of Absence Without Pay for illness for a period not to exceed twelve (12) months.

E. Loss of Seniority

Employees shall lose their seniority as a result of the following:

1. Resignation
2. Retirement
3. Termination for cause
4. Layoff exceeding twelve (12) months
5. Failure to report to the Human Resources Department intention of returning to work within fourteen (14) calendar days of return receipt verification of certified mail of the recall offer notice.
6. Failure to return from Military Leave within the time limits prescribed by law.

F. Seniority List

The seniority list of these Bargaining Units shall be made available to the Union during the months of October, February and June. Such listing shall include the

payroll number, classification number, name, adjusted employment date, and adjusted classification seniority date for each employee in the Bargaining Units.

Section 2. Layoff Procedure

A. Notification

Management will notify the Union in advance of a pending layoff action affecting employees covered by this agreement.

B. Order of Layoff

1. When it becomes necessary to lay off employees in any classification covered by this agreement, the following shall apply:

- Temporary employees
  - Initial probationary employees
  - Classified employees
- a. Classified employees will be laid off in the inverse order of their length of time in their classification. In the event two (2) or more employees affected have the exact same amount of service in the classification, the employee with the most consecutive years of City seniority will be deemed to be the senior employee. In the event two (2) or more employees affected have the exact same amount of City seniority, the employee with the lowest identification number will be deemed to be the senior employee.
  - b. Temporary and initial probationary employees will be laid off first in any affected classification and shall not have recall rights. In addition, employees in a trainee or apprentice classification will be laid off before any employees in the classification to which the trainee is promoted upon completion of the trainee program will be laid off (example: all Water Reclamation Plant Operator I's would be laid off before any Water Reclamation Plant Operator II's were laid off). Unless the trainee or apprentice has previously held another City position and has the seniority to be placed in that classification, the trainee will have no recall rights.
  - c. Promotional probationary employees having more than six (6) months service shall be returned to the classification from which promoted and placed on that seniority list in line with their classification seniority, except that employees cannot return to trainee and/or apprentice classifications.

2. Return to the Bargaining Unit

- a. Employees returning to a Bargaining Unit within the prescribed probationary period shall retain all former classification seniority plus the time spent in probationary status.
- b. Employees returning to a Bargaining Unit as a result of demotion, layoff or transfer shall retain all classification seniority earned as a member of the unit for purposes of layoff.
- c. Employees returning to a Bargaining Unit shall slot in to their appropriate position on the seniority list in accordance with classification seniority and be considered for layoff under the terms of this Article.

C. Classified Employees

1. a. Classified employee who loses his position as a result of a layoff in any classification other than Maintenance Worker I shall have the right to a lower classification in his job progression ladder or any job in his Bargaining Unit he has previously held (except apprentice and trainee classifications) and for which he has completed the probationary period provided he has sufficient seniority in that classification series or previously held position.
- b. Employees who are affected by a layoff and have the right to a lower classification in their job progression ladder shall have their seniority from the laid off classification in a classification series added to their lower classification seniority for determination of holding in the lower classification in the series.

EXAMPLE: Employee "A" is in the Tree Trimmer job progression ladder, he was promoted up through the ranks and has seniority in each classification and is now classified as a Tree Trimmer Leadworker. Employee "A" has two (2) years as a Tree Trimmer Leadworker, three (3) years as a Tree Trimmer II and two (2) years as a Tree Trimmer I.

Employee "A" is caught in a layoff and is removed from the Tree Trimmer Leadworker classification in accordance with the procedure described in Section 2.B.

Since he is eligible to be placed in the Tree Trimmer II classification, he is so placed and now has five (5) years of seniority (add Lead and II time) to determine if he stays as a II or not.

Assume he cannot hold (he is the least senior employee even with five (5) years seniority and is to be laid off from the II classification).

Since he is eligible to be placed in the Tree Trimmer I classification, he is so placed and now has seven (7) years of seniority (add Lead, II and I time) to determine if he stays as a Tree Trimmer I.

- c. Employees who are affected by a layoff and have the right to another classification previously held will retain that position based on classification seniority.
  - d. Any employee who qualifies to bump back to a lower classification in a job progression ladder and also another previously held position not in the job progression ladder will have the right to bump back to the job in the higher labor grade, seniority permitting.
  - e. Employees with the least classification seniority in a lower classification shall be laid off unless they shall be able, in the same manner and under similar conditions, to have the right to be placed in a lower classification.
2. In the event an affected employee in the Blue Collar Bargaining Unit is unable to hold in a lower classification in his job progression ladder, or a previously held position, he shall be placed in the classification of Maintenance Worker I.
  3. Classified employees who are in an occupation with only one classification shall be laid off in accordance with the provisions of this Article to a previously held position, if any, or, for employees in the Blue Collar Bargaining Unit to the classification of Maintenance Worker I.
  4. Employees shall be laid off from the Maintenance Worker I classification on the basis of City Seniority.
  5. Employees affected by any layoff action may:
    - a. Exercise the option of accepting the layoff and being removed from the active payroll or;
    - b. Accept a position in a previously held classification (except apprentice and trainee classifications), or in a lower classification in their job progression ladder, seniority permitting and provided the employee meets the qualifications for the position; or
    - c. For employees in the Blue Collar Unit, be placed in the Maintenance Worker I classification, City seniority permitting.

6. An employee who accepts or is placed in a lower classification as a result of demotion, layoff or transfer, shall receive an hourly rate not to exceed the maximum rate for the lower classification or his current hourly rate whichever is lower.
7. Any movements in connection with the layoff procedures shall not result in an increase in the basic hourly rate for any employee, unless a previously held position is in a higher labor grade.
8. All layoff placements shall be made in accordance with these provisions provided the employees are able and qualified to perform the essential functions of and meet the qualifications for the classification to which placed.
9. Classified employees who bump back to a temporary position shall maintain their Union-represented status for the duration of the period they remain in "layoff" status, i.e., nine (9) months.
10. Any employee who is affected by a layoff must determine whether the layoff or a bump back, seniority permitting, will be the option he chooses to accept. If the employee accepts the bump back position and subsequently decides not to accept the bump back position, he will be considered to have resigned.

Section 3. Recall

1. Classified employees in layoff status either working in a lower classification in their job progression ladders, in a previously held or lower classification, as a Maintenance Worker I or off the active payroll shall retain recall rights for twelve (12) months to the classification from which they were originally laid off. Laid off employees recalled within twelve (12) months shall have their seniority restored. If re-employed after twelve (12) months, the employee shall be treated as a new employee.
2. Employees on layoff status shall be recalled for openings in the classification from which originally laid off over applicants on any eligibility list.
3. When employees are recalled from layoff, those with the greatest classification seniority shall be recalled first.
4. Recall to laid off employees will be made by certified mail to the last address as shown in the Employer's records.
5. Within fourteen (14) calendar days of the certified receipt date, laid off employees must signify their intention of returning to work to the Employment Office or forfeit their seniority and recall rights.

6. Recall will be offered to laid off employees provided they are qualified to perform the essential functions of and meet the qualifications for the job. A laid off employee, when offered recall, who is temporarily unable to accept due to medical reasons as certified by an attending physician, may request a leave of absence not to exceed thirty (30) consecutive calendar days, unless eligible under the provisions of the Family and Medical Leave Act for a longer recuperation period.
7. The Employer reserves the right to require a physical examination prior to any recalled employee being placed back on the active payroll.
8. Upon recall to fill vacancies in their laid off classification, employees shall receive the same hourly rate they held at the time of layoff and, in addition, any negotiated increase that may be applicable. Further, all illness leave which employees may have had credited to them at the time of layoff shall be restored, unless they exercised their illness leave pay off option, in which case only the hours not paid off will be restored.

Section 4.     Definitions

For the purposes of this Article, the term job progression ladder includes all classifications within an occupational group. For example, tree trimming is an occupational group and the job progression ladder includes the classifications of Tree Trimmer I, Tree Trimmer II and Tree Trimmer Leadworker.

**Listing of Job Progression Ladders**  
**(Within the Blue Collar Bargaining Unit)**

Communications Tech II	Maintenance Leadworker
Communications Tech I	Maintenance Worker II
Comms Installation Technician	Maintenance Worker I
Chief Bldg Inspector	
Construction Inspector II	Plant Maintenance Tech
Construction Inspector I	Plant Maintenance Mechanic
Custodian II	Sanitation Inspector II
Custodian I	Sanitation Inspector I
	Sanitation Serviceman
Electrician II	
Electrician I	Sanitation Specialist
	Sanitation Technician*
Engineering Aide II	Sanitation Serviceman
Engineering Aide I	
	Chief Security Officer
Chief Equipment Mechanic	Security Officer
Equipment Mechanic II	
Equipment Mechanic I	Sign Fabricator II
Tire & Wheel Specialist	Sign Fabricator I
Equipment Serviceman II	
Equipment Serviceman I	Solid Waste Equip Mech III
	Solid Waste Equip Mech II
Tire & Wheel Specialist	Solid Waste Equip Mech I
Equipment Mechanic Helper	
Equipment Serviceman II	Traffic Signal Technician II
Equipment Serviceman I	Traffic Signal Technician I
	Electrician Helper
Equipment Operator III	
Equipment Operator II	Tree Trimmer Leadworker
Equipment Operator I	Tree Trimmer II
Truck Driver	Tree Trimmer I
Golf Crs Equip Repair II	
Golf Crs Equip Repair I	Water Plant Operator IV
	Water Plant Operator III
Horticultural Specialist II	Water Plant Operator II
Horticultural Specialist I	Water Reclamation Plt Opr III
	Water Reclamation Plt. Opr II
Maintenance Mechanic II	Water System Technician II
Maintenance Mechanic I	Water System Technician I
	Welder Leadworker
	Welder

\*Sanitation Technician will be laid off or placed in the Sanitation Serviceman classification on the basis of Departmental seniority.

**Listing of Job Progression Ladders**  
**(Within the White Collar Bargaining Unit)**

Account Clerk I and II  
CADD Tech I, II, and III  
Cashier Clerk I, II, and III  
Codes /Permit Tech I and II  
Computer Operator I and II  
Data Entry Operator I and II  
Graphics Designer I and II  
Information Clerk I and II

Library Assistant I and II  
Mail Clerk I and II  
Printer I and II  
Real Estate Agent I and II  
Storekeeper I and II  
Telecom Network Tech I and II  
Traffic Eng. Asst. I and II

**Single Classifications (Bump Down to Maintenance Worker I)**

Air Conditioning Technician  
Automotive Parts Clerk  
Building Inspector  
Codes Investigator  
Construction Maint Leadworker  
Electrical Inspector  
Equipment Mechanic Apprentice  
Facilities Maintenance Mech  
Golf Course Irrigation Repairman  
Greenskeeper  
Mechanical Inspector  
Meter Reader  
Park Ranger  
Parking Meter Technician  
Plant Maint Mechanic Apprentice  
Plumbing Inspector  
Rodent Control TechnicianI

Solid Waste Mechanic  
Solid Waste Equipment Spec  
Sheet Metal Mechanic  
Stormwater Util Maint Tech  
Stormwater Util Maint Apprt  
Traffic Technician  
TV Equipment Operator  
Utility Locator Technician  
Water Reclamation Plant Oper I  
Water Reclamation Plant Opr II  
Water Utilities Maint Tech  
Water Utilities Maint Apprt  
Wastewater Serviceman  
Wastewater Trtmt Belt Press Opr  
Wastewater Util Maint Tech  
Wastewater Util Maint Apprt  
Water Plant Operator I

## **ARTICLE 11**

### **JURY DUTY**

Section 1. In the event full-time employees are summoned for jury duty, they shall receive straight time pay for the hours required to be absent from their currently scheduled work hours due to such jury duty. Employees who perform jury duty for only a portion of their regular scheduled workday are expected to report to work when excused or released by the court.

Section 2. Employees called for jury duty shall promptly notify their immediate supervisor so that arrangements may be made for their absence from work.

Section 3. Full-time employees on jury duty while on scheduled vacation shall be allowed jury duty pay for that time served provided satisfactory evidence of the time served on such duty is presented to the Department Director.

Section 4. In the event a holiday occurs during the period of an employee's jury duty, full-time employees shall receive pay for such holiday.

Section 5. The employees shall provide the Department Director with proof of jury duty service before compensation is approved, to include a signed statement from the Court Clerk noting each day spent on jury duty. In the event an employee participates on a jury which is sequestered, and he is unable to provide his Department Director with proof of jury duty service, a telephone call by the employee to the appropriate Department-designated representative will suffice until such time as the employee can provide the necessary documentation. When full-time employee serves on jury duty for an entire workweek and is unable to provide the department with the appropriate documentation until the following scheduled workday, he will still be compensated for his hours of jury duty.

## **ARTICLE 12**

### **BEREAVEMENT LEAVE**

Section 1. Full-time employees covered by this agreement will be granted time off with pay at their straight time hourly rate, not to exceed three (3) of their scheduled working days, if needed, to attend the funeral and/or to attend to related affairs in the event of a death in the employee's immediate family. Up to three (3) days may be taken prior to and including the date of the funeral or immediately following, but all days taken for bereavement leave must be taken within the seven (7) consecutive calendar days surrounding the date of the funeral. Full-time employees will be granted time off with pay for their regularly scheduled work hours not to exceed seven (7) consecutive calendar days if the funeral is held outside the State of Florida and is attended by the employee. Otherwise, three (3) days off with pay will be granted in the event an employee is not attending the funeral but is involved in making funeral arrangements or handling the deceased's affairs.

Section 2. The employee's immediate family shall be defined as the employee's spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, grandparents, great grandparents, stepparents, stepchildren, grandchildren, and spouse's grandparents.

Section 3. Bereavement leave shall not be charged to annual or illness leave.

Section 4. Should an employee require additional time other than provided in Section 1. of this Article, he may request the additional time from the Department Director, or his designee. Upon approval by the Department Director, or his designee, any additional time used shall be charged to annual leave if the employee has hours accrued that can be charged.

Section 5. The employee may be requested at the discretion of the Department to provide the Department Director with proof of death in his immediate family as defined in Section 2. of this Article before compensation is approved.

## **ARTICLE 13**

### **MILITARY LEAVE**

Section 1. Employees covered by this agreement who are commissioned reserve officers or reserve enlisted personnel in the United States military, members of the Florida State National Guard, the Coast Guard, or Naval Reserve, shall be granted a leave of absence from their respective duties in accordance with the terms of Florida Statutes Chapter 115 and applicable federal law during such instances when they are ordered to military service or field training. Accordingly, employees who are called to perform active military service shall be granted a leave of absence for such service and the first thirty (30) calendar days of any such leave will be without loss of pay and without loss of seniority. Employees who are ordered to field training in an active or inactive duty training status shall be granted a leave of absence for such service and shall suffer no loss of pay or seniority for a period not to exceed seventeen (17) working days in any one (1) fiscal year. All other provisions of Florida Statutes Sections 115.07 and 250.48 shall also apply.

Section 2. The employee who is commissioned for duty shall be required to submit an order or statement from the appropriate military commander as evidence of any such duty. Such order or statement must accompany the formal request for military leave at least two (2) weeks in advance provided it is not a recall to emergency duty.

Section 3. Employees who are members of the Armed Forces Reserve or Florida National Guard shall be excused from work to attend inactive duty training drills as required. Evidence of membership in the applicable organization shall be provided to the Department by the employee. Requests for such absences from work can be made by the employee either orally or in writing. The submission of the applicable Reserve or National Guard training schedule will satisfy this requirement. The Department shall excuse the employee from work.

Section 4. Occasions may occur when an employee who is a reservist in the military or a member of the National Guard may be called to active duty. When the Governor of the State of

Florida so orders for National Guard members or the Mayor or his designee chooses to exercise the discretion given him by state law for military reservists, the employee's military pay may be supplemented by an amount determined

## **ARTICLE 14**

### **LEAVE WITHOUT PAY**

Section 1. Full-time employees may request Leave of Absence Without Pay. Such requests require the approval of both the Department Director or his designee, and, if the request is for a period of time which exceeds thirty (30) calendar days, the Human Resources Director. In cases where the leave period exceeds twelve (12) months, the action will not be final until the Mayor or his designee also approves. A written authorization memorandum covering the employee's absence and the consent of the Human Resources Director is necessary only if the leave exceeds thirty (30) calendar days with the memorandum to be dated from the first day of Leave Without Pay.

Section 2. The decision to grant Leave Without Pay (Leave of Absence) is a matter of administrative discretion except that requested leave which is covered by the Family and Medical Leave Act of 1993 shall be granted for eligible employees. Part-time employees may be eligible for leave without pay which is protected under the Family and Medical Leave Act, if otherwise eligible. Any leave granted in accordance with the provisions of the Family and Medical Leave Act counts towards the twelve (12) weeks of leave per year that must be granted (the "year" is defined as a "rolling" twelve-month period, which is the twelve (12) months immediately preceding the latest FMLA request). It will be incumbent upon the Department Director to weigh each request and determine each case on its own merits. If the request for Leave Without Pay is denied, the reason for denial shall be given in writing within three (3) working days, if possible, but no longer than five (5) working days from the date of the request.

Section 3. An employee granted a Leave of Absence must keep his Department informed, every three (3) months, of his current activity (school, medical, military, etc.). In addition, he must keep his Department advised of his current address at all times. Also, an employee who is out due to the illness of a spouse, parent, or one of his children who requires his care as verified by a physician or health care provider as defined by the Family and Medical Leave Act shall have said illness supported and confirmed by a medical certificate.

Section 4. An employee, while on an authorized Leave of Absence, who obtains either part-time or full employment elsewhere is required to notify his Department in writing within three (3) calendar days of accepting such employment.

Section 5. Failure to comply with Sections 3. and 4. above may result in the employee being dropped from Leave of Absence status in which case he must return to duty or be dismissed.

Section 6. An employee granted a Leave of Absence shall be returned to his former classification if the leave is less than ninety (90) days unless the Employer's or the employee's circumstances have so changed as to make it impossible or unreasonable to do so. If said leave

was taken under the provisions of the Family and Medical Leave Act, the employee shall be restored to his former position or an equivalent position.

An employee granted a Leave of Absence and who wishes to return before the leave period has expired, shall be required to give the Department Director at least two (2) weeks notice.

An employee granted a Leave of Absence in excess of ninety (90) days will be permitted to return to work provided there is an opening. In each case, the City shall make a reasonable effort to return the employee to his former position or a similar position of the same classification in another Department. If no opening exists, the employee shall be placed on the eligibility register for the classification he held for a period of nine (9) months.

Section 7. Employees returning from a Leave Without Pay, provided there is an opening, shall return to the job classification and rate of pay held at the time of going on leave and, in addition, shall receive any negotiated increase that may be applicable to employees in these Bargaining Units. Employees returning from a leave covered by the Family and Medical Leave Act shall be reinstated to their former position or an equivalent position.

Section 8. Failure to return to work at the expiration of approved leave shall be considered as absence without leave and grounds for dismissal.

Section 9. Leave of Absence Without Pay for more than thirty (30) consecutive calendar days shall cause the City and classification anniversary date to be adjusted for an equivalent amount of time.

Section 10. An employee who takes a leave of absence must use all of his accrued annual leave prior to being on a leave without pay status except that an employee may, upon request, reserve up to forty (40) hours of his annual leave, provided the leave is covered by the Family and Medical Leave Act. No illness leave, annual leave, holidays or any type of seniority will be earned by an employee for the time that the employee is on Leave Without Pay; however, any accrued illness leave will remain credited to the employee's account.

Section 11. Group life and health insurance coverage may be continued for a maximum period of six (6) months while on authorized Leave of Absence, provided premium payments are kept current.

1. A maximum delinquency period of two (2) months will be enforced for payment of premiums. If a monthly premium is delinquent and payment is not made by cash or payroll deduction from the next applicable pay period, coverage will be canceled as of the beginning of the delinquent period. If coverage is canceled, the employee will be notified in writing.
2. Where the employee will be out of town during an approved leave exceeding thirty (30) days, payment arrangements must be made in advance so that premiums are kept current.

3. If any coverage is canceled during an approved Leave of Absence, and the employee returns for active duty, coverage may be applied for and received upon proof of insurability.

Section 12. Leave of Absence Without Pay (Employee's Illness)

In addition to the provisions of Sections 1. through 11., the following shall also apply for leaves without pay taken due to the illness of the employee:

1. The maximum period group life and health insurance coverage may be continued shall be twelve (12) months.
2. Seniority preservation shall be as follows:  
  
Employees having a minimum of five (5) years of City seniority shall suffer no loss of either City or classification seniority if on a Leave of Absence Without Pay for the employee's illness for a period not to exceed twelve (12) months.
3. All Leaves of Absence Without Pay for illness shall be supported and confirmed by a medical certificate executed by a physician or health care provider as defined by the Family and Medical Leave Act.
4. Extensions of Leaves of Absence Without Pay in excess of the time provided for in #2. of this Section shall cause the individual's accrual of seniority to cease.
5. An employee shall be terminated when on a Leave of Absence due to illness for any period in excess of authorized Leave of Absence unless written approval for an extension has been granted.
6. Initial probationary employees without seniority may be granted a Leave of Absence Without Pay for their own illness not to exceed thirty (30) days. Such Leave of Absence shall not be extended. The employee's probationary period shall be extended to allow for leave granted by the Employer.
7. An employee who requests a leave of absence for his own illness shall use all of his accrued annual and illness leave before being on leave without pay status, except that an employee may, upon request, reserve up to forty (40) hours of his annual leave provided the leave is covered by the Family and Medical Leave Act.

Section 13. Union Leave of Absence

A classified employee granted a Leave Without Pay to accept a full-time Union position shall not have to advise his Department of his activity every three (3) months.

A classified employee returning from a Union Leave of Absence, for a period not to exceed twelve (12) months, shall be reinstated in his former job and without loss of seniority.

**ARTICLE 15**

**ANNUAL LEAVE**

**Section 1. Purpose of Annual Leave**

The purpose of annual leave is to provide employees with the opportunity to be absent from work due to valid reasons without loss of pay or benefits.

**Section 2. Types of Annual Leave**

A. **Vacation Leave** (Rest and relaxation)

B. **Personal Leave** (Paid absence from work)

- Illness or injury of spouse or dependent children
- Court appearances of a personal nature
- Funerals of friends or relatives, other than those covered in the Bereavement Leave article
- Nationally recognized religious holidays associated with employee's religious faith
- Other justifiable reasons not covered above

C. **Emergency Leave** - Provides, subject to the approval by the Department Director or his designee, unscheduled leave requested on short notice because of a critical situation which could not have been foreseen or prevented by the employee.

**Section 3. Annual Leave Accrual Rate**

Employees shall earn and accrue annual leave based on the following schedule:

<b><u>Years of Service</u></b>	<b><u>Total Annual Leave Hours</u></b>
<b><u>Accrued Per year per 2080 Pay Hours</u></b>	
Employment through 5 years	120 hrs.
Beginning 6th year of employment	128 hrs.
Beginning 7th year of employment	136 hrs.
Beginning 8th year of employment	144 hrs.
Beginning 9th year of employment	152 hrs.
Beginning 10th year of employment	160 hrs.
Beginning 12th year of employment	168 hrs.
Beginning 13th year of employment	176 hrs.
Beginning 14th year of employment	184 hrs.
Beginning 18th year of employment	192 hrs.
Beginning 20th year of employment	200 hrs.

Regular part-time employees begin accruing hours on a prorated basis after the first six (6) months of employment.

Section 4. General Provisions (Annual Leave Program)

- A. The maximum number of annual leave hours which may be accrued shall be twice the employee's yearly rate of accrual.
- B. Requests for annual leave shall be made in advance of use. In emergency cases, the Department Director may waive this requirement. Certain requests for annual leave may qualify and be covered by the Family and Medical Leave Act (FMLA) of 1993. If said leave is covered by this Act, it will be applied to the twelve (12) weeks per year of leave which must be granted to eligible employees by the City. (The "year" is defined as a "rolling" twelve-month period, which is the twelve (12) months immediately preceding the latest FMLA request.) In no event will the employee's annual leave account be reduced below forty (40) hours unless requested otherwise by the employee.
- C. An employee incapacitated and unable to work shall notify his immediate supervisor before his scheduled reporting time as designated by the Department, stating the nature of his illness and expected period of absence. Reporting procedures for employees unable to work, and for the usage of short term illnesses, shall be determined by the operational procedures and directives of the Department concerned. This procedure shall be followed for each day the employee is unable to work, unless prior approval is given by the Department. In the event that the employee is unable to call due to personal illness and can, in fact, substantiate that he was sick before returning to work, the absence without authorization will be removed from his record and the employee shall receive annual leave with pay if he has hours in his annual leave account that can be applied.
- D. Paid annual leave may not be taken during the initial six (6) months of employment or re-employment except for documented medical reasons related to the employee's own health, for the funeral of an individual not included in the bereavement leave policy, or other documented family emergencies.
- E. Employees may not request nor will they be paid for annual leave for hours not earned and accrued.
- F. Employees shall not be granted paid annual leave in excess of their accumulated leave account hours.
- G. The nature of an employee's job and the operational requirements of a Department, Division or Section may cause the Director to limit the scheduling of annual leave for vacation purposes during certain periods of the year. Based on operational requirements and when practical and in the best interests of the City, the Director may require the use of annual leave for vacation purposes in amounts of forty (40) or more hours. When a written request for annual leave (40 hours or more) is denied, the employee will be notified in writing.

Section 5.     Advance Pay

Employees may request advance pay prior to going on annual leave providing the leave request is forty (40) or more hours. This shall be strictly at the employee's option. Requests shall be honored when submitted at least two (2) weeks in advance of going on annual leave.

Section 6.     Pay Off of Account

Upon separation from City employment, employees shall be entitled to compensation for all earned, but unused hours to their credit, at their basic straight time hourly rate, on the effective date of separation. This provision does not apply to employees having less than six (6) months full-time service.

Section 7.     Illness

Employees granted annual leave due to their own medical conditions shall comply with the provisions relating to medical absences as provided in Article 16, Illness Leave. Those provisions will apply as though fully rewritten herein, and shall apply to paid leave under illness leave and annual leave interchangeably.

**ARTICLE 16**

**ILLNESS LEAVE**

Section 1.     Purpose

The purpose of the illness leave program is to provide full-time employees with basic salary during periods of illness in which they are medically incapacitated and temporarily unable to perform their job assignments.

Section 2.     Accrual Rate

Employees covered by this agreement shall accrue four (4) hours of illness leave for each eighty (80) regularly scheduled work hours on active pay status, with a maximum accrual of 1500 hours. Those employees who have illness leave balances above this maximum accrual as of the effective date of this agreement will retain their accrued balances but will not continue to accrue illness leave hours until their leave balances fall below the established maximum accrued hours.

Section 3.     Notification of Illness

- A. An employee medically incapacitated to the extent that he is unable to work shall personally notify his immediate supervisor or other approved Departmental representative at such time before the scheduled reporting time as designated by the Department, giving the reason for the requested illness leave and the expected duration of the absence. Occasionally, circumstances may prevent an employee from personally notifying the Department of an absence, in which case notification may be made by another person. If an employee is not able to notify,

and can substantiate this to the satisfaction of the Department Director, illness leave shall be authorized by the Department Director. In the event that the employee is unable to call due to personal illness and can, in fact, substantiate that he was sick before returning to work, the absence without authorization will be removed from his record and the employee shall receive illness leave with pay if he has hours in his account that can be applied.

- B. Employees shall follow Department notification and absence request procedures for each day the employee is unable to work. These procedures will be waived by the Department in the event the illness report reflects a specific period of time. Failure to properly report absences may cause an employee to be charged with an absence without leave.
- C. Certain requests for illness leave may qualify and be covered by the Family and Medical Leave Act (FMLA) of 1993. If such leave is covered by this Act, it will be applied to the twelve (12) weeks per year of leave which must be granted to eligible employees by the City (the "year" is defined as a "rolling" twelve-month period, which is the twelve-months immediately preceding the latest FMLA request). In cases involving leave protected by FMLA, the medical health care provider's verification of the employee's illness/injury must be provided utilizing the Certification of Health Care Provider Form.

#### Section 4. Approvals

- A. Upon receiving proper notification from an employee requesting permission to be absent from work for illness reasons and prior to receiving the employee's physician's report, the Department may grant tentative approval to the employee to be absent for medical reasons pending further investigation. The Department may send home an employee who is too ill to work or would cause an unhealthy working condition if he/she came into contact with other employees.
- B. Illness leave shall be paid by the actual hours and tenths of hours used. An employee shall not be compensated for illness hours in excess of the amount of such leave accumulated to his credit.

#### Section 5. Physician's Report (Illness/Injury Report)

Unless the Department Director specifically waives the requirement, an employee requesting illness leave for an absence of more than three (3) days shall be required to submit an illness/injury report (see form at end of this Article). The illness/injury report will not be accepted by Department Management unless it has been properly and completely filled out.

Only statements on forms signed by physicians as defined in the Florida Workers' Compensation Law, Florida Statutes Chapter 440, shall be accepted for illness leave benefits.

Section 6.     Illness Recuperation

- A. Employees granted illness leave for medical reasons shall assist in promoting their recuperation by remaining at either their residence or another location approved in advance by the Department Director or his designee, and the attending physician. An employee authorized to be absent from work for illness reasons shall not engage in any recreational or work activities except upon receiving prior approval from his physician or the Department Director or his designee. In cases where the Department Director, or designee, has concerns that illness leave is questionable or being abused, permission to recuperate elsewhere other than the employee's residence and/or to engage in recreational or work activities must be granted by both the employee's attending physician and the Department Director, or designee. Abuse of illness leave privileges shall constitute grounds for disciplinary action.
  
- B. Other places of recuperation shall be permitted under the following conditions:
  - 1. Pre-authorization by a physician must be in writing with specifics.
  - 2. Pre-authorization must be on file with the employee's immediate supervisor and is to include the employee's address and phone number, if applicable, where the employee is recuperating.
  
- C. Employees recuperating from an illness in which there was no involvement with doctors or hospitals may request, through Department Management, another place of recuperation. Approval will be required in advance and the employee's address and phone number where the employee is recuperating are to be a part of the request.
  
- D. If, and whenever, illness leave may appear to be abused, the employee claiming/requesting such leave may be required to furnish the illness/injury report of a physician to support the necessity for such absence. The City reserves the right in all cases of illness, or reported illness, to require the employee to furnish this report. Abuse of illness leave privileges shall constitute grounds for disciplinary action.
  
- E. Department Management will use discretion in determining whether or not a visit is required to verify an employee's illness and a report made of the reasons for absence from duty.
  
- F. Should an employee be absent, claiming illness and fail to comply with the provisions of this Article, such employee shall then be charged with "illness leave without pay" and may be subject to discipline.

Section 7. Workers' Compensation

An employee sustaining a Workers' Compensation covered lost-time injury may request the Department Director to apply any illness leave or annual leave hours in his account in order to obtain full basic take-home pay (as defined in Article 23, Section 8.D. in this agreement) while absent from duty from injury. In no case shall the amount of Workers' Compensation and the amount of illness or annual leave be more than the employee's base pay for that period. If light duty, as described below, is offered to an employee receiving Workers' Compensation benefits and the injury is covered by FMLA, the employee may decline the light duty, but will not receive any further Workers' Compensation salary replacement monies. The employee could use annual leave or illness leave, if eligible (see also Article 23, Section 6.G. and Section 7.G).

Section 8. Light Duty

Many slight injuries and sickness may prohibit the performance of regularly assigned duties; however, there may be other duties that such employees may be able to perform without aggravating such injuries or sickness. Provided the physician states that 'light duty' work is acceptable and light duty is available as determined by the Department Director or his designee, the employee may, at Management's option, report to his supervisor for assignment within the Department. The Department may assign such duties as the health and condition permit of the involved employees only in cases where bona-fide work is available. The parties agree that light duty work is temporary in nature and is in no way to be construed as an alternative form of employment for an employee who is either permanently or on a long term basis unable to perform the essential functions of his job.

Section 9. Pay Off Provision

During the term of this agreement, upon separation of employment for reasons of either normal or disability retirement, or the death of an employee who would otherwise be eligible for normal retirement, or upon removal of the employee due to a layoff, employees or their survivors shall be entitled to receive a payment of twenty-five percent (25%) of the unused accrued illness leave hours credited to their account, up to a maximum of three hundred seventy-five (375) hours. This payment shall be determined based on the employee's basic straight time hourly rate at the time of retirement, death, or layoff.

Section 10. Miscellaneous Provisions

- A. An employee making a Departmental transfer will retain any illness leave to his credit.
- B. Employees may not use illness leave for sickness or injury sustained while engaged in outside employment.

**CITY OF ST. PETERSBURG  
ILLNESS/INJURY REPORT**

**PATIENT** \_\_\_\_\_  
(Printed Name of Employee)

**Department/Division** \_\_\_\_\_

**Supervisor** \_\_\_\_\_

**PHYSICIAN'S STATEMENT**

**I examined the above-named patient on** \_\_\_\_\_

**Nature of injury or illness** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CHECK ONE:**

\_\_\_\_\_ **Patient may work a light duty assignment.**

\_\_\_\_\_ **Patient unable to work due to this injury/illness from**  
\_\_\_\_\_ **(date) through** \_\_\_\_\_ **(date) for the following reasons:**

\_\_\_\_\_  
\_\_\_\_\_

**Date patient can return to work** \_\_\_\_\_

**Restriction or comments** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Was this condition reported to you as job related?** \_\_\_\_\_

\_\_\_\_\_  
**Attending Physician's Signature**

\_\_\_\_\_  
**Date**

## ARTICLE 17

### HOLIDAYS

Section 1. The following holidays shall be observed:

New Year's Day	- January 1
Martin Luther King's Birthday	- Third Monday in January
President's Day	- Third Monday in February
Memorial Day	- Last Monday in May
Independence Day	- July 4
Labor Day	- First Monday in September
Veteran's Day	- November 11
Thanksgiving Day	- Fourth Thursday in November
Day following Thanksgiving	- Friday
Christmas Day	- December 25

Section 2.

- A. A holiday must be taken as time off on the day observed as the holiday or paid on the same day that it is observed. Operations permitting, an employee shall receive a duty day off with pay for each of the listed holidays. In the case where a specific day off with pay is not given to observe a holiday, the holiday benefit shall continue to be eight (8) hours.
- B. A holiday is a day off with pay. This means that an employee works a day less than his regular number of work days in a week and he still receives his full forty (40) hours for pay for the week.

Example: Regular 40 Hour, 5 Day Work Week

Employee works four (4) full days and gets one (1) full day off to observe the holiday. He receives forty (40) hours for pay. Holiday pay is the difference between hours worked and forty (40) hours. If he is on a schedule of five (5) days of eight (8) hours each, he would have worked thirty-two (32) hours and gotten eight (8) hours holiday pay (40 hours total). If he does not get the specified day off and works five (5) full days in the week, then he receives eight (8) hours of holiday time in addition to his full five (5) days worked time (total of 48 hours), plus premium pay for the eight (8) hours over forty, since holiday hours count towards the computation of overtime.

Example: 40 hour, 4 Day Work Week

Employee works three (3) full days and gets the day off to observe the holiday. He receives forty (40) hours for pay. Holiday time is the difference between hours worked and forty (40) hours. If he is on a schedule of four (4) days of ten (10) hours each, he would have worked thirty (30) hours and gotten ten (10) hours holiday pay (40 hours total). If he is on a schedule of two (2) days of eight (8)

hours and two (2) days of twelve (12) hours, then his holiday time would be either eight (8) or twelve (12) hours, depending upon which three (3) days of his schedule were worked and which day the holiday fell on. If he does not get the specific day off and works four (4) full days in the week, then he receives eight (8) hours of holiday time in addition to his full four (4) days worked time (total of 48 hours) plus premium pay for the eight (8) hours over forty (40).

#### Other Odd Work Week Schedules

The same logic as described above shall be applied. Either the employee gets the day off with pay to observe the holiday (and receives full week's normal pay) or the employee works his full week and gets eight (8) hours of holiday time added to his pay, plus any premium pay for which he is eligible.

- C. If an employee is given a duty day off to observe a holiday but he is required to work part of the day due to operational requirements, then he shall receive holiday time for the day plus pay for the time actually worked, as well as any overtime premium for which he is eligible.

#### Example: 4 Days of 10 Hours Each Schedule

Employee given Thursday (10 hour work day) off for holiday. He works on Monday, Tuesday, and Wednesday per his regular schedule of ten (10) hours each day. He then has to come in and work four (4) hours on Thursday. He shall be paid for the thirty-four (34) hours worked, the ten (10) hours of holiday time for Thursday (total of 44 hours), and overtime premium pay for four (4) hours.

Section 3. Employees on annual leave, annual military leave, jury duty, illness leave, bereavement leave and other absences from duty but on active pay status on the day the holiday is observed must use the holiday on the same day that it is earned.

Section 4. An employee must be on active pay status or work his normal schedule of hours, either on the regularly scheduled working day immediately prior to a holiday or the regularly scheduled working day immediately following a holiday, in order to qualify for the holiday time.

Section 5. Employees who are scheduled and required by their supervisor to work on the day observed as a holiday must work that day to be eligible to receive holiday pay. An employee who is scheduled to work on the day observed as a holiday and reports sick will be charged with the holiday for that day. Section 4. of this Article will not apply to employees scheduled and required to work on the day observed as the holiday.

Section 6. When a holiday falls on a Saturday, the preceding Friday shall be designated a substitute holiday and observed as the official holiday for that year. When a holiday falls on a Sunday, the following Monday shall be designated a substitute holiday and observed as the official holiday.

Section 7. The Mayor or his designee will determine which departments or operations will be closed in observance of the holiday.

Section 8. Employees assigned and scheduled to work on a holiday, and who in fact do work, shall receive their usual day's pay, eight (8) hours pay for the holiday, and any overtime premium pay for which they are eligible.

Section 9. The current practice of permitting employees who must work the holiday to elect to store the eight (8) hours of holiday time which is in place for employees in the Police Department will continue. The use of stored holiday time may be granted at the discretion of Department Management. Stored holiday time earned but not used during the fiscal year shall be paid in the last pay period of the fiscal year or prior to an employee's transfer or promotion to a classification which is not eligible for this banking of holiday hours provision. These hours shall be paid at the employee's straight-time hourly rate of pay.

## **ARTICLE 18**

### **PAY**

Section 1. Labor Grades and Classification Assignments

- A. Classifications covered by this labor agreement shall be assigned labor grades as shown in Appendix "A" (Blue Collar Bargaining Unit) and Appendix "C" (White Collar Bargaining Unit) of this Article.
- B. Labor grade ranges covered by this labor agreement for the Blue Collar Bargaining Unit are shown in Appendix "B" of this Article.

Labor grade ranges covered by this labor agreement for the White Collar Bargaining Unit are shown in Appendix "D" of this Article.

Section 2. General Wage Increase

- A. Employees covered by this agreement shall receive a two and one-half percent (2.5%) general wage increase for FY '09, a two and one-half percent (2.5%) general wage increase for FY '10, and a two and one-half percent (2.5%) general wage increase for FY '11. The increases shall be effective on the payroll period beginning dates show below.
- B. The appropriate pay period start dates are as follows:

### **PAYROLL GROUP**

<u>Fiscal Year</u>	<u>A</u>	<u>B</u>	<u>D</u>
2009	9/22/08	9/29/08	9/29/08
2010	9/21/09	9/28/09	9/28/09
2011	9/20/10	9/27/10	9/27/10

Section 3. Progression in the Pay Plan

- A. Progression of employees in the Blue Collar Unit from their current step to the next higher step in the appropriate labor grade for their classification shall be automatic, except for the labor grades 350, 360, and 370 and will become effective at the beginning of the pay period in which the employee's anniversary date of classification falls. Employees in the labor grades 350, 360, and 370 will be eligible for pay adjustment/merit increases as defined in paragraph "B" below.
  
- B. Employees in the White Collar Unit and employees in Blue Collar labor grades 350, 360, and 370 are eligible for a pay adjustment/merit increase of three percent (3%) after each year in classification, contingent upon the employee receiving a satisfactory performance evaluation, which is defined as an evaluation with an overall rating score of "3.0", with no more than one factor rating below "3.0". The employee is eligible to receive this increase on his classification anniversary date until such time as he reaches the maximum pay rate established for his classification. In the event a three percent (3%) increase would put the employee's pay beyond the maximum pay rate for his classification, he shall only be eligible for an increase which would place him at the maximum. If an employee does not receive a satisfactory performance evaluation, he shall not receive an increase at that time but shall be informed in what performance areas he needs to improve and given ninety (90) days to improve. Another performance evaluation shall be done at the end of the ninety (90) days and if the employee has corrected his deficiencies, i.e. he has improved his performance and achieved a satisfactory rating, then the three percent (3%) increase shall be given at that time, although there will be no retroactive effective date.

For employees who have provided exceptional performance during the year, the Department Manager may recommend an increase in accordance with Human Resources and Budget Department guidelines of greater than three percent (3%) but no higher than five percent (5%) for approval by the Human Resources Director or his designee.

Section 4. Promotional Increase

- A. Employees in the Blue Collar Unit who are in step pay plans and who are promoted shall receive an increase of five percent (5%) above their current rate or the entrance pay step of the classification to which promoted, whichever is greater. If the five percent (5%) promotional increase is applied and results in a wage rate between pay steps, the higher step shall be used for placement in the labor grade. In no case, shall an employee be granted a rate that is above the maximum step for his assigned classification.
  
- B. Employees in either Bargaining Unit who are in pay band ranges and who are promoted to a higher paying classification shall receive a promotional pay increase of at least five percent (5%) or the entry pay rate of the classification to which promoted, whichever is greater. If the employee is within three (3) to six

(6) months of qualifying for his annual merit increase before being promoted, he can at the discretion of the Department Director, receive up to an additional two percent (2%) merit increase. If the employee has less than three (3) months before qualifying for the annual merit increase, he can receive up to an additional three percent (3%) merit increase.

Section 5. Incentive Pay - Shift Differential

- A. Employees who work a continuous shift of at least eight (8) hours starting between 1:00 p.m. and 4:00 a.m. shall be eligible and paid shift differential of eighty cents (\$.80) per hour for the hours worked on the shift. Day shift employees who are scheduled to work beyond their regular scheduled working hours shall be ineligible to receive the shift differential.
- B. Police Department Communication Center employees who work a continuous shift beginning between the hours of 1:00 p.m. and 9:00 p.m. (evening shift) shall receive a shift differential rate of ninety cents (\$.90) per hour for all hours worked. Police Department Communication Center employees who work a continuous shift beginning between the hours of 9:00 p.m. and 4:00 a.m. (night shift), shall receive one dollar and ten cents (\$1.10) per hour for all hours worked.

If an employee is scheduled to work a shift which would qualify him for shift differential but uses annual leave, illness leave, bereavement leave or other leaves which continue the employee on active pay status for a portion of the shift, shift differential will be paid for the hours of the shift actually worked.

Section 6. Inclement Weather Pay

- A. If it is raining when employees (except those on task basis) arrive at check-in location and are unable to perform their duties due to the inclement weather, they are to remain in the Department for a maximum of two (2) hours. Then, if the Department Director feels that the rain is likely to continue for a longer period of time, the employees will be excused for the remainder of the day. They will receive pay for three (3) hours that day with the additional hour being considered a bonus.
- B. Should the rain begin after the employees have started to work and the Department Director feels work must be stopped pending cessation of rain, then employees may be kept up to two (2) hours waiting time at the Department Director's discretion and then, if he feels it will not stop, employees will be excused for the remainder of the day and be paid for time worked, any waiting time, plus a one (1) hour bonus.
- C. Any bonus time authorized by the Department Director shall be paid at the employee's straight time hourly rate.

- D. Total time paid will be a minimum guarantee of three (3) hours with a maximum not to exceed the normal hours scheduled for that day.
- E. The provisions of this Section do not apply to overtime hours.

Section 7. Acting Supervisor

- A. A full-time employee who is selected and assigned to serve as an Acting Supervisor for a minimum of one (1) shift shall be compensated at the same hourly rate of pay he would receive if he were actually promoted.
- B. All acting assignments shall be offered on the basis of qualifications for such assignment in the judgment of Departmental Management.

Section 8. Communications Center Training Pay

Employees in the Police Communications Center in the classification of Emergency Complaint Writer (ECW) who are assigned to train Emergency Complaint Writer Trainees participating in the Center's training program shall, while actively involved in training new employees (i.e., conducting classroom training or on-the-job training, or completing documentation for either) receive incentive pay of sixty cents (\$.60) per hour. Likewise, Emergency Radio Dispatchers (ERD) who are assigned to train newly promoted or hired ERD's, while actively involved in training these employees shall receive incentive pay of sixty cents (\$.60) per hour.

For the purpose of receiving this incentive pay, holidays not worked, annual leave, illness leave, bereavement leave, jury duty leave, military leave and all other absences from duty shall not be considered as eligible hours worked.

Section 9. Miscellaneous

It is agreed that classifications represented by the FPSU that are no longer utilized and have been deleted from Appendices "A" and "C" shall be reinstated at the equivalent labor grade upon reactivation of the classification in the future.

**APPENDIX "A" OF ARTICLE 18 (PAY)**

**BLUE COLLAR UNIT LABOR GRADE ASSIGNMENTS**

<b><u>Labor</u></b>	<b><u>Class</u></b>	<b><u>Labor</u></b>	<b><u>Class</u></b>
<b><u>Grade</u></b>	<b><u>Title</u></b>	<b><u>Grade</u></b>	<b><u>Title</u></b>
209	Air Conditioning Tech		
205	Automotive Parts Clerk	215	Plant Maint Mechanic
214	Automotive Parts Technician	303	Plant Maint Tech
305	Building Inspector	305	Plumbing Inspector
370	Chief Building Inspector	214	Rodent Control Tech
303	Chief Equip Mechanic	206	Sanitation Inspector I
110	Chief Security Officer	214	Sanitation Inspector II
301	Codes Investigator	108	Sanitation Serviceman
206	Communication Installation Tech	201	Sanitation Serviceman(Prior Refuse Collector)
213	Communication Tech I	215	Sanitation Specialist
301	Communication Tech II	210	Sanitation Technician
213	Construction Insp I	106	Security Officer
301	Construction Insp II	213	Sheet Metal Mechanic
207	Construction Maintenance Leadworker	203	Sign Fabricator I
103	Custodian I	209	Sign Fabricator II
107	Custodian II	211	Solid Wst Equip Mech I
305	Electrical Inspector	215	Solid Wst Equip Mech II
211	Electrician I	216	Solid Wst Equip Mech III
301	Electrician II	215	Solid Wst Equip Spec
110	Engineering Aide I	203	Strmwtr Util Maint Appr
204	Engineering Aide II	210	Strmwtr Util Maint Tech
203	Equipment Mechanic Appr	205	Tire & Wheel Specialist
108	Equipment Mechanic Helper	211	Traffic Signal Tech I
211	Equipment Mechanic I	301	Traffic Signal Tech II
216	Equipment Mechanic II	205	Traffic Tech
110	Equipment Operator I	201	Tree Trimmer I
204	Equipment Operator II	205	Tree Trimmer II
209	Equipment Operator III	210	Tree Trimmer Leadworker
108	Equipment Serviceman I	108	Truck Driver
201	Equipment Serviceman II	208	Utility Locator Technician
212	Facilities Maint Mech I	209	Wstwtr Serviceman
301	Facilities Mtce Mech II	204	Wstwtr Util Maint Appr
208	Golf Course Equip Repair I	211	Wstwtr Util Maint Tech
211	Golf Course Equip Repair II	208	Water Plant Operator I
211	Golf Course Irrig Repair	215	Water Plant Operator II
109	Greenskeeper	303	Water Plant Operator III
202	Horticultural Spec I	360	Water Plant Operator IV
205	Horticultural Spec II	208	Water Reclaim Belt Press Operator
103	Laborer	208	Water Reclaim Pl Op I
205	Maintenance Leadworker	215	Water Reclaim Pl Opr II
208	Maintenance Mechanic I	350	Water Reclaim Plant Op III
212	Maintenance Mechanic II	203	Water System Tech I
106	Maintenance Worker I	209	Water System Tech II
110	Maintenance Worker II	204	Water Util Maint Appr
305	Mechanical Inspector	211	Water Util Maint Tech
111	Meter Reader	212	Welder
204	Park Ranger	213	Welder Leadworker
205	Parking Meter Tech		
208	Plant Maint Mech Appr		

**APPENDIX "B" TO ARTICLE 18 (PAY)  
BLUE COLLAR LABOR GRADE RANGES**

	<b>Labor Grade</b>	<b>Entry</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>Maximum</b>	<b>Minimum</b>	<b>Maximum</b>
FY 09	103	\$9.81	\$10.13	\$10.46	\$10.71	\$11.06	\$11.28	\$11.59	\$11.95	\$13.52	20,405	28,122
FY 10		\$10.06	\$10.38	\$10.72	\$10.98	\$11.34	\$11.56	\$11.88	\$12.25	\$13.86	20,915	28,825
FY 11		\$10.31	\$10.64	\$10.99	\$11.25	\$11.62	\$11.85	\$12.18	\$12.55	\$14.20	21,438	29,545
FY 09	106	\$10.71	\$11.06	\$11.28	\$11.59	\$11.95	\$12.21	\$12.51	\$12.79	\$14.45	22,277	30,056
FY 10		\$10.98	\$11.34	\$11.56	\$11.88	\$12.25	\$12.52	\$12.82	\$13.11	\$14.81	22,834	30,807
FY 11		\$11.25	\$11.62	\$11.85	\$12.18	\$12.55	\$12.83	\$13.14	\$13.44	\$15.18	23,405	31,578
FY 09	107	\$11.06	\$11.28	\$11.59	\$11.95	\$12.21	\$12.51	\$12.79	\$13.10	\$14.78	23,005	30,742
FY 10		\$11.34	\$11.56	\$11.88	\$12.25	\$12.52	\$12.82	\$13.11	\$13.43	\$15.15	23,580	31,511
FY 11		\$11.62	\$11.85	\$12.18	\$12.55	\$12.83	\$13.14	\$13.44	\$13.76	\$15.53	24,169	32,299
FY 09	108	\$11.30	\$11.59	\$11.94	\$12.21	\$12.51	\$12.79	\$13.10	\$13.44	\$15.12	23,504	31,450
FY 10		\$11.58	\$11.88	\$12.24	\$12.52	\$12.82	\$13.11	\$13.43	\$13.78	\$15.50	24,092	32,236
FY 11		\$11.87	\$12.18	\$12.54	\$12.83	\$13.14	\$13.44	\$13.76	\$14.12	\$15.89	24,694	33,042
FY 09	109	\$11.59	\$11.94	\$12.21	\$12.51	\$12.79	\$13.10	\$13.44	\$13.70	\$15.39	24,107	32,011
FY 10		\$11.88	\$12.24	\$12.52	\$12.82	\$13.11	\$13.43	\$13.78	\$14.04	\$15.77	24,710	32,811
FY 11		\$12.18	\$12.54	\$12.83	\$13.14	\$13.44	\$13.76	\$14.12	\$14.39	\$16.17	25,328	33,632
FY 09	110	\$11.94	\$12.21	\$12.51	\$12.79	\$13.10	\$13.45	\$13.70	\$14.00	\$15.69	24,835	32,635
FY 10		\$12.24	\$12.52	\$12.82	\$13.11	\$13.43	\$13.79	\$14.04	\$14.35	\$16.08	25,456	33,451
FY 11		\$12.54	\$12.83	\$13.14	\$13.44	\$13.76	\$14.13	\$14.39	\$14.71	\$16.48	26,092	34,287
FY 09	111	\$12.21	\$12.51	\$12.79	\$13.10	\$13.45	\$13.70	\$14.00	\$14.29	\$16.02	25,397	33,322
FY 10		\$12.52	\$12.82	\$13.11	\$13.43	\$13.79	\$14.04	\$14.35	\$14.65	\$16.42	26,032	34,155
FY 11		\$12.83	\$13.14	\$13.44	\$13.76	\$14.13	\$14.39	\$14.71	\$15.01	\$16.83	26,683	35,009
FY 09	201	\$12.35	\$12.79	\$13.25	\$13.70	\$14.16	\$14.63	\$15.04	\$15.46	\$17.69	25,688	36,795
FY 10		\$12.66	\$13.11	\$13.58	\$14.04	\$14.51	\$15.00	\$15.42	\$15.85	\$18.13	26,330	37,715
FY 11		\$12.98	\$13.44	\$13.92	\$14.39	\$14.88	\$15.37	\$15.80	\$16.24	\$18.59	26,988	38,658
FY 09	202	\$12.79	\$13.25	\$13.70	\$14.16	\$14.63	\$15.04	\$15.46	\$15.91	\$18.12	26,603	37,690
FY 10		\$13.11	\$13.58	\$14.04	\$14.51	\$15.00	\$15.42	\$15.85	\$16.31	\$18.57	27,268	38,632
FY 11		\$13.44	\$13.92	\$14.39	\$14.88	\$15.37	\$15.80	\$16.24	\$16.72	\$19.04	27,950	39,598
FY 09	203	\$13.25	\$13.70	\$14.16	\$14.63	\$15.04	\$15.46	\$15.91	\$16.35	\$18.61	27,560	38,709
FY 10		\$13.58	\$14.04	\$14.51	\$15.00	\$15.42	\$15.85	\$16.31	\$16.76	\$19.08	28,249	39,677
FY 11		\$13.92	\$14.39	\$14.88	\$15.37	\$15.80	\$16.24	\$16.72	\$17.18	\$19.55	28,955	40,668
FY 09	204	\$13.69	\$14.16	\$14.63	\$15.04	\$15.46	\$15.91	\$16.36	\$16.81	\$19.08	28,475	39,686
FY 10		\$14.03	\$14.51	\$15.00	\$15.42	\$15.85	\$16.31	\$16.77	\$17.23	\$19.56	29,187	40,679
FY 11		\$14.38	\$14.88	\$15.37	\$15.80	\$16.24	\$16.72	\$17.19	\$17.66	\$20.05	29,917	41,696
FY 09	205	\$14.16	\$14.63	\$15.04	\$15.46	\$15.91	\$16.36	\$16.81	\$17.26	\$19.55	29,453	40,664
FY 10		\$14.51	\$15.00	\$15.42	\$15.85	\$16.31	\$16.77	\$17.23	\$17.69	\$20.04	30,189	41,681
FY 11		\$14.88	\$15.37	\$15.80	\$16.24	\$16.72	\$17.19	\$17.66	\$18.13	\$20.54	30,944	42,723
FY 09	206	\$14.63	\$15.04	\$15.46	\$15.91	\$16.36	\$16.81	\$17.26	\$17.76	\$19.98	30,430	41,558
FY 10		\$15.00	\$15.42	\$15.85	\$16.31	\$16.77	\$17.23	\$17.69	\$18.20	\$20.48	31,191	42,597
FY 11		\$15.37	\$15.80	\$16.24	\$16.72	\$17.19	\$17.66	\$18.13	\$18.66	\$20.99	31,971	43,662
FY 09	207	\$14.76	\$15.21	\$15.64	\$16.07	\$16.52	\$16.97	\$17.44	\$17.86	\$20.13	30,701	41,870
FY 10		\$15.13	\$15.59	\$16.03	\$16.47	\$16.93	\$17.39	\$17.88	\$18.31	\$20.63	31,468	42,917
FY 11		\$15.51	\$15.98	\$16.43	\$16.88	\$17.36	\$17.83	\$18.32	\$18.76	\$21.15	32,255	43,990
FY 09	208	\$15.04	\$15.46	\$15.91	\$16.36	\$16.81	\$17.26	\$17.76	\$18.20	\$20.46	31,283	42,557
FY 10		\$15.42	\$15.85	\$16.31	\$16.77	\$17.23	\$17.69	\$18.20	\$18.66	\$20.97	32,065	43,621
FY 11		\$15.80	\$16.24	\$16.72	\$17.19	\$17.66	\$18.13	\$18.66	\$19.12	\$21.50	32,867	44,711

**Note:** Annual salary is based upon a work year of 2,080 hours but is in no way to be construed as a guarantee of pay for 2,080 hours.  
**Due to the rounding of figures, the actual annual salary may vary.**

**APPENDIX "B" TO ARTICLE 18 (PAY) (cont'd)**  
**BLUE COLLAR LABOR GRADE RANGES**

	Labor Grade	Entry	1	2	3	4	5	6	7	Maximum	Minimum	Maximum
FY 09	209	\$15.46	\$15.91	\$16.36	\$16.81	\$17.26	\$17.76	\$18.20	\$18.58	\$20.92	32,157	43,514
FY 10		\$15.85	\$16.31	\$16.77	\$17.23	\$17.69	\$18.20	\$18.66	\$19.04	\$21.44	32,961	44,601
FY 11		\$16.24	\$16.72	\$17.19	\$17.66	\$18.13	\$18.66	\$19.12	\$19.52	\$21.98	33,785	45,716
FY 09	210	\$15.91	\$16.36	\$16.81	\$17.26	\$17.76	\$18.20	\$18.58	\$19.03	\$21.37	33,093	44,450
FY 10		\$16.31	\$16.77	\$17.23	\$17.69	\$18.20	\$18.66	\$19.04	\$19.51	\$21.90	33,920	45,561
FY 11		\$16.72	\$17.19	\$17.66	\$18.13	\$18.66	\$19.12	\$19.52	\$19.99	\$22.45	34,768	46,700
FY 09	211	\$16.36	\$16.81	\$17.26	\$17.76	\$18.20	\$18.58	\$19.03	\$19.50	\$21.82	\$34,029	45,386
FY 10		\$16.77	\$17.23	\$17.69	\$18.20	\$18.66	\$19.04	\$19.51	\$19.99	\$22.37	34,880	46,520
FY 11		\$17.19	\$17.66	\$18.13	\$18.66	\$19.12	\$19.52	\$19.99	\$20.49	\$22.92	35,752	47,683
FY 09	212	\$16.81	\$17.26	\$17.76	\$18.20	\$18.58	\$19.03	\$19.50	\$19.95	\$22.31	34,965	46,405
FY 10		\$17.23	\$17.69	\$18.20	\$18.66	\$19.04	\$19.51	\$19.99	\$20.45	\$22.87	35,839	47,565
FY 11		\$17.66	\$18.13	\$18.66	\$19.12	\$19.52	\$19.99	\$20.49	\$20.96	\$23.44	36,735	48,754
FY 09	213	\$17.26	\$17.76	\$18.20	\$18.58	\$19.03	\$19.50	\$19.95	\$20.40	\$22.77	35,901	47,362
FY 10		\$17.69	\$18.20	\$18.66	\$19.04	\$19.51	\$19.99	\$20.45	\$20.91	\$23.34	36,798	48,546
FY 11		\$18.13	\$18.66	\$19.12	\$19.52	\$19.99	\$20.49	\$20.96	\$21.43	\$23.92	37,718	49,759
FY 09	214	\$17.43	\$17.86	\$18.36	\$18.79	\$19.23	\$19.67	\$20.13	\$20.54	\$22.91	36,254	47,653
FY 10		\$17.87	\$18.31	\$18.82	\$19.26	\$19.71	\$20.16	\$20.63	\$21.05	\$23.48	37,161	48,844
FY 11		\$18.31	\$18.76	\$19.29	\$19.74	\$20.20	\$20.67	\$21.15	\$21.58	\$24.07	38,090	50,065
FY 09	215	\$18.20	\$18.58	\$19.03	\$19.50	\$19.95	\$20.40	\$20.86	\$21.32	\$23.68	37,856	49,254
FY 10		\$18.66	\$19.04	\$19.51	\$19.99	\$20.45	\$20.91	\$21.38	\$21.85	\$24.27	38,802	50,486
FY 11		\$19.12	\$19.52	\$19.99	\$20.49	\$20.96	\$21.43	\$21.92	\$22.40	\$24.88	39,772	51,748
FY 09	216	\$18.80	\$19.22	\$19.67	\$20.13	\$20.54	\$20.98	\$21.42	\$21.89	\$24.31	39,104	50,565
FY 10		\$19.27	\$19.70	\$20.16	\$20.63	\$21.05	\$21.50	\$21.96	\$22.44	\$24.92	40,082	51,829
FY 11		\$19.75	\$20.19	\$20.67	\$21.15	\$21.58	\$22.04	\$22.50	\$23.00	\$25.54	41,084	53,125
FY 09	217	\$18.39	\$18.90	\$19.41	\$19.95	\$20.49	\$21.05	\$21.64	\$22.23	\$24.03	38,251	49,982
FY 10		\$18.85	\$19.37	\$19.90	\$20.45	\$21.00	\$21.58	\$22.18	\$22.79	\$24.63	39,207	51,232
FY 11		\$19.32	\$19.86	\$20.39	\$20.96	\$21.53	\$22.12	\$22.74	\$23.36	\$25.25	40,188	52,513
FY 09	301	\$18.47	\$18.98	\$19.50	\$20.03	\$20.59	\$21.18	\$21.76	\$22.36	\$25.25	38,418	52,520
FY 10		\$18.93	\$19.45	\$19.99	\$20.53	\$21.10	\$21.71	\$22.30	\$22.92	\$25.88	39,378	53,833
FY 11		\$19.41	\$19.94	\$20.49	\$21.04	\$21.63	\$22.25	\$22.86	\$23.49	\$26.53	40,362	55,179
FY 09	303	\$19.01	\$19.76	\$20.40	\$21.04	\$21.74	\$22.45	\$23.15	\$24.62	\$26.17	39,541	54,434
FY 10		\$19.49	\$20.25	\$20.91	\$21.57	\$22.28	\$23.01	\$23.73	\$25.24	\$26.82	40,529	55,794
FY 11		\$19.97	\$20.76	\$21.43	\$22.11	\$22.84	\$23.59	\$24.32	\$25.87	\$27.49	41,543	57,189
FY 09	305	\$20.16	\$21.26	\$22.36	\$23.45	\$24.55	\$25.65	\$26.74	\$27.84	\$28.95	41,933	60,216
FY 10		\$20.66	\$21.79	\$22.92	\$24.04	\$25.16	\$26.29	\$27.41	\$28.54	\$29.67	42,981	61,721
FY 11		\$21.18	\$22.34	\$23.49	\$24.64	\$25.79	\$26.95	\$28.09	\$29.25	\$30.42	44,056	63,264
	<b>Labor Grade</b>	<b>Min Hrly</b>	<b>Max Hrly</b>	<b>Min Annual</b>	<b>Max Annual</b>							
FY 09	BCM 350	\$18.93	\$28.79	\$39,374	\$59,883							
FY 10		\$19.40	\$29.51	\$40,359	\$61,380							
FY 11		\$19.89	\$30.25	\$41,368	\$62,915							
	<b>Labor Grade</b>	<b>Min Hrly</b>	<b>Max Hrly</b>	<b>Min Annual</b>	<b>Max Annual</b>							
FY 09	BCM 360	\$19.91	\$31.01	\$41,413	\$64,501							
FY 10		\$20.41	\$31.79	\$42,448	\$66,113							
FY 11		\$20.92	\$32.58	\$43,509	\$67,766							
	<b>Labor Grade</b>	<b>Min Hrly</b>	<b>Max Hrly</b>	<b>Min Annual</b>	<b>Max Annual</b>							
FY 09	BCM 370	\$21.45	\$33.43	\$44,616	\$69,534							
FY 10		\$21.99	\$34.27	\$45,731	\$71,273							
FY 11		\$22.54	\$35.12	\$46,875	\$73,055							

**Note:** Annual salary is based upon a work year of 2,080 hours but is in no way to be construed as a guarantee of pay for 2,080 hours. Due to the rounding of figures, the actual annual salary may vary.

**APPENDIX "C" OF ARTICLE 18 (PAY)**  
**WHITE COLLAR UNIT LABOR GRADE ASSIGNMENT**

<b><u>Labor Grade</u></b>	<b><u>Class Title</u></b>	<b><u>Labor Grade</u></b>	<b><u>Class Title</u></b>
416	Account Clerk I	418	Info Systems Assoc
422	Account Clerk II	422	Info System Tech
422	Account Representative	430	Inventory Control Spec
426	Accounting Tech	404	Library Aide
429	Admin. Aide to City Council	415	Library Assistant I
426	Admin. Sec. to City Council	421	Library Assistant II
426	Admin. Secretary	422	Loan Processing Clerk
432	Armorer	412	Mail Clerk I
429	Assistant to City Clerk	416	Mail Clerk II
442	Building Demolition Crd	422	Marina Assistant
426	CADD Tech I	414	Micrographics Tech
429	CADD Tech II	430	Mulch Program Coordinator
432	CADD Tech III	428	Narcotics Evidence Clerk
430	Cash Receipt Tech	414	Office Systems Assistant
410	Cashier	420	Office Systems Specialist
412	Cashier Clerk I	420	Park Specialist
418	Cashier Clerk II	418	Parking Enforcement Officer
424	Cashier Clerk III	424	Personnel Clerk
420	Central Cashier	428	Personnel Tech
433	Chemist I	428	Photographer
430	Claims Assistant	426	Planning Tech
420	Claims Clerk	436	Plans Examiner
426	Claims Secretary	426	Plans Submittal Spec
438	Claims Specialist	440	Plant Maint Coord
406	Clerk	432	Police Investigative Ass't
410	Clerk Typist	422	Printer I
426	Codes Enforcement Specialist	428	Printer II
420	Codes/Permit Tech I	440	Procurement Analyst
424	Codes/Permit Tech II	430	Procurement Specialist
424	Collection Assistant	418	Property & Evidence Clerk
424	Comm Service Coord	432	Real Estate Agent I
425	Computer Operator I	436	Real Estate Agent II
430	Computer Operator II	422	Records Management Tech
403	Concessions Aide II	424	Records Support Opr.
426	Construction Inspection Technician	412	Recreation Aide
420	Customer Service Rep	419	Recreation Center Asst.
414	Data Entry Operator I	420	Recreation Leader
420	Data Entry Operator II	420	Recreation Specialist
420	Data Proc Control Clerk	428	Safety/Training Tech
432	Data Proc Media Librarian	443	Senior Plans Examiner
432	Designer I	442	Senior Plant Maint Coord
426	Dev.Svcs Adm Clerk	430	Sign Examiner
428	Emerg Complaint Writer	422	Special Assessment Clerk
423	Emerg. Complaint Writer Trainee	418	Storekeeper I
432	Emergency Radio Dispatcher	424	Storekeeper II
432	Eng Srv CADD Tech	412	Stores Clerk
424	Engineering Clerk	414	Switchboard Operator
422	Engineering Lab Tech	425	Systems Support Specialist
430	Environmental Spec	437	Telecom Network Tech I
429	Executive Secretary	440	Telecom Network Tech II
432	Facilities Mktg Spec	427	Traffic Eng Ass't I
410	Facilities Receptionist	435	Traffic Eng Ass't II
432	Fleet Management Opers Analyst	426	Warranty Tech
435	GIS Spec	444	Water Plant Operator Spec
428	Graphics Designer I	444	Water Reclaim Pl Opr Spec
434	Graphics Designer II	439	Web Coordinator
420	Info System Net Crd I	430	Work Planning Coord
416	Information Clerk I	412	Youth Development Worker

## APPENDIX "D" TO ARTICLE 18

### WHITE COLLAR UNIT LABOR GRADE RANGE ASSIGNMENTS

	<u>GRADE</u>	<u>HOURLY RATE</u>		<u>ANNUAL RATE</u>	
		<u>MIN</u>	<u>MAX</u>	<u>MIN</u>	<u>MAX</u>
<b>FY 09</b>	403	\$8.22	\$12.04	\$17,098	\$25,043
<b>FY 10</b>		\$8.43	\$12.34	\$17,525	\$25,669
<b>FY 11</b>		\$8.64	\$12.65	\$17,963	\$26,311
<b>FY 09</b>	404	\$8.42	\$12.34	\$17,514	\$25,667
<b>FY 10</b>		\$8.63	\$12.65	\$17,951	\$26,309
<b>FY 11</b>		\$8.85	\$12.96	\$18,400	\$26,967
<b>FY 09</b>	406	\$8.84	\$12.98	\$18,387	\$26,998
<b>FY 10</b>		\$9.06	\$13.30	\$18,847	\$27,673
<b>FY 11</b>		\$9.29	\$13.64	\$19,318	\$28,365
<b>FY 09</b>	410	\$9.75	\$14.29	\$20,280	\$29,723
<b>FY 10</b>		\$9.99	\$14.65	\$20,787	\$30,466
<b>FY 11</b>		\$10.24	\$15.01	\$21,307	\$31,228
<b>FY 09</b>	412	\$10.30	\$15.07	\$21,424	\$31,346
<b>FY 10</b>		\$10.56	\$15.45	\$21,960	\$32,129
<b>FY 11</b>		\$10.82	\$15.83	\$22,509	\$32,932
<b>FY 09</b>	414	\$10.79	\$15.83	\$22,443	\$32,926
<b>FY 10</b>		\$11.06	\$16.23	\$23,004	\$33,750
<b>FY 11</b>		\$11.34	\$16.63	\$23,579	\$34,593
<b>FY 09</b>	415	\$11.02	\$16.23	\$22,922	\$33,758
<b>FY 10</b>		\$11.30	\$16.64	\$23,495	\$34,602
<b>FY 11</b>		\$11.58	\$17.05	\$24,082	\$35,467
<b>FY 09</b>	416	\$11.30	\$16.65	\$23,504	\$34,632
<b>FY 10</b>		\$11.58	\$17.07	\$24,092	\$35,498
<b>FY 11</b>		\$11.87	\$17.49	\$24,694	\$36,385
<b>FY 09</b>	418	\$11.89	\$17.49	\$24,731	\$36,379
<b>FY 10</b>		\$12.19	\$17.93	\$25,349	\$37,289
<b>FY 11</b>		\$12.49	\$18.38	\$25,983	\$38,221
<b>FY 09</b>	419	\$12.18	\$17.91	\$25,334	\$37,253
<b>FY 10</b>		\$12.48	\$18.36	\$25,968	\$38,184
<b>FY 11</b>		\$12.80	\$18.82	\$26,617	\$39,139
<b>FY 09</b>	420	\$12.47	\$18.34	\$25,938	\$38,147
<b>FY 10</b>		\$12.78	\$18.80	\$26,586	\$39,101
<b>FY 11</b>		\$13.10	\$19.27	\$27,251	\$40,078

**Note:** Annual salary is based upon a work year of 2,080 hours, but is in no way to be construed as a guarantee of pay for 2,080 hours

Due to the rounding the actual annual salary may vary

**APPENDIX "D" TO ARTICLE 18 (PAY) (cont'd)**

**WHITE COLLAR UNIT LABOR GRADE RANGE ASSIGNMENTS**

	<u>GRADE</u>	<u>HOURLY RATE</u>		<u>ANNUAL RATE</u>	
		<u>MIN</u>	<u>MAX</u>	<u>MIN</u>	<u>MAX</u>
<b>FY 09</b>	421	\$12.77	\$18.80	\$26,562	\$39,104
<b>FY 10</b>		\$13.09	\$19.27	\$27,226	\$40,082
<b>FY 11</b>		\$13.42	\$19.75	\$27,906	\$41,084
<b>FY 09</b>	422	\$13.09	\$19.23	\$27,227	\$39,998
<b>FY 10</b>		\$13.42	\$19.71	\$27,908	\$40,998
<b>FY 11</b>		\$13.75	\$20.20	\$28,606	\$42,023
<b>FY 09</b>	423	\$13.43	\$19.68	\$27,934	\$40,934
<b>FY 10</b>		\$13.77	\$20.17	\$28,633	\$41,958
<b>FY 11</b>		\$14.11	\$20.68	\$29,349	\$43,007
<b>FY 09</b>	424	\$13.80	\$20.16	\$28,704	\$41,933
<b>FY 10</b>		\$14.15	\$20.66	\$29,422	\$42,981
<b>FY 11</b>		\$14.50	\$21.18	\$30,157	\$44,056
<b>FY 09</b>	425	\$14.10	\$20.68	\$29,328	\$43,014
<b>FY 10</b>		\$14.45	\$21.20	\$30,061	\$44,090
<b>FY 11</b>		\$14.81	\$21.73	\$30,813	\$45,192
<b>FY 09</b>	426	\$14.46	\$21.19	\$30,077	\$44,075
<b>FY 10</b>		\$14.82	\$21.72	\$30,829	\$45,177
<b>FY 11</b>		\$15.19	\$22.26	\$31,599	\$46,307
<b>FY 09</b>	427	\$14.84	\$21.75	\$30,867	\$45,240
<b>FY 10</b>		\$15.21	\$22.29	\$31,639	\$46,371
<b>FY 11</b>		\$15.59	\$22.85	\$32,430	\$47,530
<b>FY 09</b>	428	\$15.23	\$22.32	\$31,678	\$46,426
<b>FY 10</b>		\$15.61	\$22.88	\$32,470	\$47,586
<b>FY 11</b>		\$16.00	\$23.45	\$33,282	\$48,776
<b>FY 09</b>	429	\$15.58	\$22.86	\$32,406	\$47,549
<b>FY 10</b>		\$15.97	\$23.43	\$33,217	\$48,738
<b>FY 11</b>		\$16.37	\$24.02	\$34,047	\$49,956
<b>FY 09</b>	430	\$16.01	\$23.43	\$33,301	\$48,734
<b>FY 10</b>		\$16.41	\$24.02	\$34,133	\$49,953
<b>FY 11</b>		\$16.82	\$24.62	\$34,987	\$51,202
<b>FY 09</b>	432	\$16.77	\$24.64	\$34,882	\$51,251
<b>FY 10</b>		\$17.19	\$25.26	\$35,754	\$52,532
<b>FY 11</b>		\$17.62	\$25.89	\$36,647	\$53,846

**Note:** Annual salary is based upon a work year of 2,080 hours, but is in no way to be construed as a guarantee of pay for 2,080 hours

Due to the rounding the actual annual salary may vary

**APPENDIX "D" TO ARTICLE 18 (PAY) (cont'd)**

**WHITE COLLAR UNIT LABOR GRADE RANGE ASSIGNMENTS**

	<u>GRADE</u>	<u>HOURLY RATE</u>		<u>ANNUAL RATE</u>	
		<u>MIN</u>	<u>MAX</u>	<u>MIN</u>	<u>MAX</u>
<b>FY 09</b>	433	\$17.19	\$25.26	\$35,755	\$52,541
<b>FY 10</b>		\$17.62	\$25.89	\$36,649	\$53,854
<b>FY 11</b>		\$18.06	\$26.54	\$37,565	\$55,201
<b>FY 09</b>	434	\$17.59	\$25.90	\$36,587	\$53,872
<b>FY 10</b>		\$18.03	\$26.55	\$37,502	\$55,219
<b>FY 11</b>		\$18.48	\$27.21	\$38,439	\$56,599
<b>FY 09</b>	435	\$18.01	\$26.53	\$37,461	\$55,182
<b>FY 10</b>		\$18.46	\$27.19	\$38,397	\$56,562
<b>FY 11</b>		\$18.92	\$27.87	\$39,357	\$57,976
<b>FY 09</b>	436	\$18.47	\$27.16	\$38,418	\$56,493
<b>FY 10</b>		\$18.93	\$27.84	\$39,378	\$57,905
<b>FY 11</b>		\$19.41	\$28.53	\$40,362	\$59,353
<b>FY 09</b>	437	\$18.93	\$27.88	\$39,374	\$57,990
<b>FY 10</b>		\$19.40	\$28.58	\$40,359	\$59,440
<b>FY 11</b>		\$19.89	\$29.29	\$41,368	\$60,926
<b>FY 09</b>	438	\$19.39	\$28.65	\$40,331	\$59,592
<b>FY 10</b>		\$19.87	\$29.37	\$41,339	\$61,082
<b>FY 11</b>		\$20.37	\$30.10	\$42,373	\$62,609
<b>FY 09</b>	439	\$19.91	\$29.38	\$41,413	\$61,110
<b>FY 10</b>		\$20.41	\$30.11	\$42,448	\$62,638
<b>FY 11</b>		\$20.92	\$30.87	\$43,509	\$64,204
<b>FY 09</b>	440	\$20.43	\$30.08	\$42,494	\$62,566
<b>FY 10</b>		\$20.94	\$30.83	\$43,557	\$64,131
<b>FY 11</b>		\$21.46	\$31.60	\$44,646	\$65,734
<b>FY 09</b>	442	\$21.45	\$31.64	\$44,616	\$65,811
<b>FY 10</b>		\$21.99	\$32.43	\$45,731	\$67,456
<b>FY 11</b>		\$22.54	\$33.24	\$46,875	\$69,143
<b>FY 09</b>	443	\$21.99	\$32.46	\$45,739	\$67,517
<b>FY 10</b>		\$22.54	\$33.27	\$46,883	\$69,205
<b>FY 11</b>		\$23.10	\$34.10	\$48,055	\$70,935
<b>FY 09</b>	444	\$22.54	\$33.27	\$46,883	\$69,202
<b>FY 10</b>		\$23.10	\$34.10	\$48,055	\$70,932
<b>FY 11</b>		\$23.68	\$34.95	\$49,257	\$72,705

Note: Annual salary is based upon a work year of 2,080 hours, but is in no way to be construed as a guarantee of pay for 2,080 hours

Due to the rounding the actual annual salary may vary

## ARTICLE 19

### SAFETY AND HEALTH

Section 1. Departmental Management will make every reasonable effort to provide and maintain safe working conditions. To this end, the Union will cooperate and encourage the employees to work in a safe manner. Also Management will receive and consider written recommendations with respect to unsafe conditions or other safety ideas from any employee or the Union. Within thirty (30) days of receipt, Departmental Management shall give a written reply to the employee/Union regarding the disposition of their recommendation.

Section 2. Departmental Management will provide proper and necessary safety equipment and devices for employees engaged in work where such special equipment and devices are necessary. Such equipment and devices where provided, must be used. Employees who fail to utilize provided equipment or devices will be subject to disciplinary measures. All safety equipment shall be kept in proper working order.

Section 3. Management of the various Departments hereby agrees to continue individual Departmental policies of providing uniforms, foul weather gear, bump hats or safety helmets, work gloves, safety equipment and periodic replacement items where customary.

Section 4. In the event an employee leaves the employ of his Department, he shall return all uniforms and safety equipment to the Department.

Section 5. Employees purchasing industrial safety lenses with safety frames or safety shoes will be reimbursed as set forth in Section 6. of this Article for that purchase upon presentation of proof of purchase and a memorandum from the Department Director indicating that the item was required in the performance of the employee's duties to maintain proper safety standards.

Section 6.

- A. The parties agree that the purpose of the safety glasses and safety shoe program is to encourage the use of industrial safety lenses and safety shoes for the protection of employees and to prevent serious injuries and in this connection, appropriate federal and state standards shall apply to these items (ANSI and OSHA).
- B. Employees will be reimbursed for the cost of industrial safety lenses with safety frames up to one hundred twenty-five dollars (\$125.00). Reimbursement for industrial safety lenses with frames may be approved no more frequently than once every two (2) years, although reimbursement for single vision lenses up to seventy-five dollars (\$75.00) or reimbursement for bifocal or "no line" lenses up to one hundred dollars (\$100.00) may be approved no more frequently than once a year.
- C. Employees will be reimbursed for the cost of safety shoes up to eighty-five dollars (\$85.00). Reimbursement for safety shoes may be approved no more frequently than twice a year, unless the employee elects to exercise the benefit

once a year, which would allow him to be reimbursed for the cost of safety shoes once a year up to one hundred fifty dollars (\$150.00).

- D. For the purposes of this Section, a year is defined as the Employer's Fiscal Year.

## ARTICLE 20

### DISCIPLINARY ACTION

Section 1. All employees are subject to the Rules and Regulations of the Personnel Management System except where this agreement takes precedence. However, it is understood by the parties that employees are specifically subject to the Personnel Management System Code of Conduct and Disciplinary Measures. The City agrees not to change the Code of Conduct without first giving the Union President written notice and an opportunity to consult and bargain the impact of said change and/or provide input for the City's consideration. The City further agrees that it will not modify a Code of Conduct rule that is interpreted by an arbitrator during the term of this agreement, without first negotiating said rule change with the Union.

Section 2. For the purpose of this Article, the parties agree that disciplinary matters are of utmost concern and classified employees shall be afforded the opportunity of rapid, fair and equitable appeal procedures. In this connection, classified employees shall have the option of utilizing the Personnel Management System Appeal Procedure or the negotiated grievance procedure (in this labor agreement), but such employee cannot use both the Personnel Management System Appeal Procedure and the negotiated procedure.

Section 3. Normally grievances are filed at the first step in either procedure; however, in disciplinary appeals from an involuntary demotion, dismissal or suspension in excess of eighty (80) consecutive work hours, the procedure outlined in Section 4. of this Article shall be utilized.

Section 4. Disciplinary matters as referenced in Section 3. shall be appealed through one of the two available procedures at the option of the employee. The options available to the employee are:

- A. The direct appeal as provided in the Rules and Regulations of the Personnel Management System must be submitted or filed with the Civil Service Board within fifteen (15) calendar days of the date on which the employee was notified of Management's action. Direct appeals to the Board may be initiated with the Secretary of the Civil Service Board, (the Human Resources Director or his designee), by submitting a letter requesting an appeal hearing addressed to the Civil Service Board, P.O. Box 2842, Municipal Services Center, St. Petersburg, Florida 33731, or by appearing in person at the Labor Relations Office and requesting a Civil Service Board Appeal Hearing.

Decisions of the Civil Service Board concerning involuntary demotions, dismissals, or suspension in excess of eighty (80) consecutive work hours shall be

final and binding on the Mayor to implement within the period of ten (10) calendar days.

- B. The negotiated grievance appeal procedure shall be submitted or filed at the Step 3 level within fifteen (15) calendar days of the date on which the employee was notified of management's action. The Step 3 level of the grievance procedure is to be submitted to the Labor Relations office, and if not settled at this step, the appeal may be submitted to arbitration.

The decision of the arbitrator shall be final and binding upon the aggrieved employee or the Union and the Employer to implement within the period of fifteen (15) calendar days after receipt of the Arbitrator's award.

Section 5. In imposing progressive discipline on a current charge, or when considering termination, the supervisor will not take into consideration any prior infractions of the City or Departmental Rules and Regulations which occurred more than eighteen (18) months previously, assuming the supervisor has been aware of past infractions. Past infractions about which the supervisor was previously unaware, if of a Group III category, may result in discipline.

Section 6. In any disciplinary appeals, the employee may seek Union assistance if he so chooses.

The aggrieved employee and the Union representative shall not suffer a loss of pay in the processing of grievances through either the Civil Service Board or Step 3 hearings. No loss of pay means that the employee will be paid as if he were at work for his normal schedule of hours. For example, if a grievance hearing begins at 3:00 p.m. and ends at 4:00 p.m., and the employee's normal schedule is 7:00 a.m. to 3:30 p.m. with one half hour for lunch, the employee will receive eight (8) hours of pay for the day. The Union representative will be coded as being on leave as shown on the time out slip contained in Article 5. of this labor agreement.

If a grievance is pursued beyond the Civil Service Board or Step 3, each side shall be responsible for any expenses incurred and both the Union representative, if applicable, and the aggrieved employee shall be on leave without pay status or may use annual leave for the time spent in preparation for or attending the hearing.

Section 7. The appropriate Department Director shall forward a copy of any written disciplinary action within seven (7) calendar days to the appropriate Union representative. The employee shall be advised by the supervisor issuing the disciplinary notice of his appeal rights.

Section 8.      Chronic Offender

- A. Disciplinary actions taken against an employee include any disciplinary measures that result in an Employee Notice being issued.
- B. A chronic offender is described as an employee who has received several disciplinary actions and by his total behavior shows himself to be irresponsible and unsatisfactory for continued employment with the City.

- C. As a general guide, a chronic offender has on record any three (3) or more offenses of the same type (i.e., work or attendance-related offenses) or four (4) offenses, regardless of type, which have resulted in disciplinary action within an eighteen month interval.
- D. Management will review each chronic offender case to determine appropriate disciplinary action in terms of modifying termination if additional effort for correction is warranted by the individual employee's quality or quantity of work. Where an employee has made corrections in a specific area, the Department shall not terminate an employee on a totally unrelated charge that on its own merits would not warrant termination.

## **ARTICLE 21**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

#### Section 1.     Discipline

- A. All employees are subject to the Rules and Regulations of the Personnel Management System except where this agreement differs; in those cases, the agreement governs. Employees are specifically subject to the Personnel Management System Code of Conduct and Disciplinary Measures which the City agrees not to change without first giving the Union President written notice and/or bargain the impact of said change and provide input for the City's consideration.
- B. In imposing progressive discipline on a current charge, the supervisor will not take into consideration any prior infractions of the City or departmental rules and regulations which occurred more than eighteen (18) months previously. In a situation where an incident occurred longer than eighteen months ago but has just become known by supervision, disciplinary action may be pursued if the incident involved the commission by the employee of a Group III level offense. An employee's entire personnel file may be considered in cases involving termination for a Group III level offense.

#### Section 2.     General

- A. The purpose of this Article is to establish machinery for the fair, expeditious, and orderly processing of grievances and is to be used only for the settlement of disputes between the Employer and employee, or group of employees, involving the interpretation or application of this labor agreement. All classified employees of this unit shall have the option of utilizing the Grievance and Appeal Procedure contained in the Rules and Regulations of the Personnel Management System or the grievance procedure established under this Article if the dispute or grievance involves the interpretation or application of this labor agreement, but such employee cannot use both. Part-time employees who are represented by this

Union may, after the first six (6) months of initial employment, grieve non-disciplinary issues only.

The Union shall be ineligible to file a general or class action grievance on matters that have already been filed by individual employees with or without the assistance of the Union.

- B. An employee covered by this agreement shall have the right to be represented, or refrain from exercising the right to be represented, in the determination of grievances arising under the terms and conditions of employment covered by this agreement. Nothing in this Section shall be construed to prevent any employee from presenting at any time his own grievances which allege violation of a specific Article and Section of this agreement and having such grievances adjusted without the intervention or assistance of a Union representative. Adjustment of grievances shall not be inconsistent with the terms of this labor agreement.

When presenting his own grievance, the employee shall bear the full cost of time lost from work for an arbitration hearing, expense of his own counsel, preparation, presentation and the fees, services or other costs of an arbitrator, costs of transcripts, meeting/hearing room or other facility or any other appeal.

A grievance may be submitted by the Union, as the exclusive representative of employees covered by this agreement, as a general or class grievance. A Union general or class grievance shall be initially submitted by the Union President at Step 3 with the Labor Relations Division within fifteen (15) calendar days from the date of occurrence. A grievance regarding the concerns of one (1) employee or disciplinary action involving one (1) employee will not be considered a class grievance.

Any Employer grievance will be filed by the Labor Relations Division with the Union President at Step 3.

- C. A grievance not submitted within the time limits as prescribed for every step shall be considered untimely and deemed null and void. A grievance not appealed to the next step within the time limits established by this grievance procedure shall be considered settled on the basis of the last answer provided by Management. A grievance not answered within the time limits prescribed for the appropriate Management representative at each step shall entitle the employee or the Union to advance the grievance to the next step. The time limits prescribed herein may be extended for good and sufficient reason by mutual agreement of the Union and Management. If the time limits are extended, the appropriate Management representative and the Union Representative and/or grievant will be so advised.
- D. The requirements in Steps 1 through 3 for written grievances and answers shall not preclude the aggrieved employee, the Union, and appropriate Management representatives from orally discussing and resolving the grievance. Oral

discussions up through Step 3 shall not cause the aggrieved employee and the Union representative to suffer any loss of pay and shall normally be held during regular working hours.

- E. In advancing grievances, the employee and/or the Union representative may call a reasonable number of witnesses to offer testimony from direct knowledge only. Employees shall be paid in accordance with the provisions of Article 23, Section 11., while serving as witnesses, and shall be excused to testify during working hours provided such absence from their places of work in no way interrupts, delays, or otherwise interferes with proper and effective service to the community.
- F. The Union steward or Union representative shall be allowed reasonable time off without loss of pay during his regular shift hours in accordance with the provisions of Article 5 for investigating, presenting, and appealing grievances up to and including Step 3 of this procedure. The performance of this function by the Union steward or representative shall in no way interrupt the normal functioning of the Department. The Employer and the Union agree that maintenance of superior service and adherence to schedules are compelling commitments which may at times create delays and necessitate postponements. The Union agrees to guard against the use of excessive time for grievance activities which are authorized by this Article.
- G. Stewards or Union representatives shall provide advance notice to supervision to allow planning arrangements to enable the steward or Union representative time off for grievance investigative activity.  
  
Prior to leaving their assigned work site to conduct grievance investigative activities, stewards and representatives shall obtain written permission from their immediate supervisor utilizing the Time Out Slip provided by Management. The steward or Union representative will contact the supervisor of the employee to be visited prior to contacting the individual employee. In the event the supervisor denies permission to contact the employee at that time, the supervisor shall set forth in writing on the Time Out Slip the reason for the denial and advise him as to when he can reasonably expect to contact the employee. When the supervisor summons the employee in response to the request, the supervisor will designate an area for conducting the meeting. Upon returning to his work site, the steward or Union representative will notify his supervisor of his return and turn in his completed Time Out Slip.
- H. For an employee submitting an initial grievance and appealing his grievance up through the various steps, the time described in this Article shall be the normal City business days and hours of operation, Monday through Friday.
- I. Employees will follow all written and verbal directives, even if such directives are allegedly in conflict with the provisions of this agreement. Compliance with such

directives will not in any way prejudice the employee's right to file a grievance within the time limits contained herein nor shall compliance affect the ultimate resolution of the grievance. No employee or group of employees may refuse to follow directions pending the outcome of a grievance.

- J. When grievances are granted resulting in the reduction of a suspension and providing an award for lost wages, said payment to the employee shall be made as soon as possible, but accomplished within fifteen (15) days, unless there are extenuating circumstances requiring an extension of time. In this event the employee will be notified and informed as to the reason for the additional time.

### Section 3. Grievance Procedure

- A. Normally grievances are filed at the first step in the formal grievance procedure. However, in disciplinary appeals from an involuntary demotion, dismissal or suspension in excess of eighty (80) consecutive work hours, the grievance appeal may be filed directly to the Civil Service Board or under the negotiated procedure, to Step 3 of the Labor Relations step, within fifteen (15) calendar days of the date the employee was notified of management's action.

### INFORMAL STEP

Within ten (10) working days of the occurrence of the matter from which the grievance arose, the aggrieved employee may, with or without Union representation, initiate a verbal grievance with his immediate supervisor having proper jurisdiction. Within two (2) working days, the immediate supervisor will verbally notify the employee of his decision.

### FORMAL PROCEDURE

#### STEP 1

If the grievance is not resolved at the Informal Step, or if the employee elects to forego the informal step, the aggrieved employee may, within ten (10) working days of the matter from which the grievance arose, submit a written grievance on the prescribed form to his Manager. If the employee, Manager, and Union representative, if applicable, mutually agree in writing to waive Step 1, the grievance may be filed at Step 2. The ten (10) work day time frame would then apply to the filing of the Step 2 grievance.

The written grievance at this step, and at all steps thereafter, shall contain the following information:

1. A statement of the grievance including date of occurrence, and details, and facts upon which the grievance is based.
2. The Article and Section of the labor agreement alleged to have been violated.

3. The action, remedy or solution requested by the employee.
4. Signature of aggrieved employee, and Union representative, if applicable.
5. Date submitted.

Grievances submitted which do not contain the above information may be considered incomplete and may be returned to the employee for corrections and resubmission, said resubmission to be within two (2) working days from the day the grievance is returned.

The manager shall within five (5) working days of receipt of the grievance meet with the grievant and/or the Union representative, if applicable, to discuss and seek a solution to the grievance. Within five (5) working days, the Division Manager shall give his answer in writing to the grievant and the Union representative as the case may be.

The written response at this step, and all steps thereafter, shall contain the following information:

1. An affirmation or denial of the facts upon which the grievance is based.
2. An analysis of the alleged violation of the agreement.
3. The remedy or solution, if any, to be made.
4. Signature of the appropriate Management representative.

## STEP 2

If the grievance is not resolved at Step 1, the aggrieved employee may submit a written appeal to the Department Director, or his designee, within five (5) working days after receipt of the Division Manager's answer.

Within five (5) working days after receipt of the written appeal, the Department Director or his designee will meet with the aggrieved employee to discuss and seek a solution to the grievance. Within three (3) working days after the meeting, the Department Director or his designee shall give his written decision to the grievant.

## STEP 3

If the grievance is not resolved at Step 2, the aggrieved employee may submit a written appeal to the Labor Relations Office within three (3) working days after the Department Director's or his designee's written answer. [See paragraph A. above for appeals eligible to be filed directly to Step 3.] The Labor Relations Manager or his designee shall meet with the aggrieved employee, Departmental Management, and Union representatives, if applicable, within twenty-one (21) calendar days of receipt of the written appeal to discuss and seek a resolution of the grievance. Within fifteen (15) calendar days after this meeting, the Labor

Relations Manager or his designee shall give his written recommendation to resolve the grievance to the grievant and a copy to the Union representative, if applicable. A grievance response postmarked within the fifteen (15) day time period shall constitute a timely response.

Section 4. Arbitration Referral

- A. If the employee grievance is not resolved at Step 3, the aggrieved employee or the Union may, within fifteen (15) calendar days after receipt of the Step 3 written response, submit a request for arbitration to the Labor Relations Office.
- B. In general or class grievances, either the Union or the Employer may request to take the grievance to arbitration.
- C. Within ten (10) work days after the date of receipt of the arbitration request, the aggrieved employee and/or the Union representative, if applicable, and the Employer may meet for the purpose of preparing a joint arbitration agreement whereby the parties will attempt to define the issue or issues to be submitted to the arbitrator and jointly select an arbitrator.
- D. If the parties fail to mutually agree upon an arbitrator within ten (10) work days after the date of receipt of the arbitration request, a list of seven (7) qualified neutrals shall be jointly requested from the Federal Mediation and Conciliation Service (FMCS). The party requesting the arbitration shall be responsible for whatever fee may be charged at the time the list is requested; however, once an arbitrator has responded, either the losing party pays the fee for the initial list, or in the case of a split decision, both parties share the cost of the fee. Should the parties determine that the issue in dispute requires an arbitrator with special expertise, it shall be indicated in the request.

Within five (5) work days after receipt of the list, the parties shall meet and alternately cross out names on the list, and the remaining name shall be the arbitrator. If, for a Union or employee initiated Arbitration, the Union or employee fails to appear to strike names with the Employer within fifteen (15) work days from receipt of the list, the request for arbitration will be deemed to be withdrawn. A coin shall be tossed to determine who shall cross out first. If the selected arbitrator is not available within sixty (60) days, another list may be requested by the moving party and the above described procedures will be followed for selection from the list. Upon selection of the arbitrator, the parties shall jointly notify the Office of Arbitration Service (FMCS) of the selection.

If the grievant is not represented by the Union, the list of arbitrators shall be requested from the American Arbitration Association with the moving party paying whatever fees may be charged in connection with this selection process. Once a list has been obtained, the procedures detailed above shall be used for selecting an arbitrator.

- E. The date, time, and place of the hearing shall be established by consultation between the arbitrator and the parties concerned. 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.
- F. 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 decision solely to the interpretation or application of this agreement. The arbitrator shall not have authority to determine any other issues not submitted to him.
- G. The decision of the arbitrator shall be final and binding upon the aggrieved employee or the Union and the Employer.
- H. The arbitrator's fee and expenses shall be borne by the losing party as determined and shall be so stipulated by the arbitrator. Where the Union represents the aggrieved employee in the arbitration proceeding and the arbitrator determines in favor of the Employer, the Union will be considered the losing party, and will bear the full cost of the award. In the event of a compromise or split award, the arbitrator's fee and expenses shall be borne equally by the parties to the arbitration.

The expenses in connection with attendance of participants and witnesses for either side shall be paid by the party requesting and producing such participants and witnesses.

- I. The arbitrator shall be requested to render his decision as soon as possible, but in any event, no later than thirty (30) calendar days after the hearing.
- J. 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 one (1) pay period prior to the date when such grievance shall have been submitted in writing.
- K. Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as possible, but in any event no later than fifteen (15) calendar days after receipt of the arbitrator's award.
- L. Either party to this agreement desiring transcripts of the arbitration hearings shall be responsible for the cost of such transcripts, if available.



**FPSU GRIEVANCE  
CITY OF ST. PETERSBURG**

Grievance No. \_\_\_\_\_

**RESPONSE**

This form is to be used by the Manager/Director or Designee and Labor Relations to respond to FPSU Grievances.

TO: \_\_\_\_\_ FROM : \_\_\_\_\_  
Employee/Grievant or FPSU Representative Department or Labor Relations

Date Grievance Filed: \_\_\_\_\_ Date of Hearing: \_\_\_\_\_

The following is in response to the above-referenced grievance. (Attach additional sheets if necessary.)

---

\_\_\_\_\_  
Hearing Officer's Signature  
(Department Mgr, Director,  
or Designee/Labor Relations)

\_\_\_\_\_  
Date

10/08

**REQUEST FOR ARBITRATION  
CITY OF ST. PETERSBURG**

No. \_\_\_\_\_

**Employee Name** \_\_\_\_\_ **Id #** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Classification** \_\_\_\_\_ **Shift** \_\_\_\_\_ **Location** \_\_\_\_\_

**FPSU Representative** \_\_\_\_\_ **Title** \_\_\_\_\_  
(If Applicable)

Date Received Step 3 Answer: \_\_\_\_\_

**TO: LABOR RELATIONS OFFICER**

Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date, Details and Facts Upon Which Grievance is Based: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Article: \_\_\_\_\_ Section \_\_\_\_\_ of the Labor Agreement alleged to have been violated.

Action, Remedy or Solution Requested: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**FPSU Representative Signature**      **Date**      **Employee's Signature**      **Date**

\_\_\_\_\_  
**FPSU President's Signature**      **Date**

\_\_\_\_\_

\_\_\_\_\_  
**LABOR RELATIONS OFFICER'S SIGNATURE**      **Date**

Copies to Labor Relations, Employee Receipt, Union President

## **ARTICLE 22**

### **MATTERS APPROPRIATE FOR CONSULTATION**

Section 1. Matters appropriate for consultation between the parties include wages, hours and working conditions under the terms and conditions of this labor agreement and areas of mutual concern for the FPSU. For the purpose of this agreement, consultation is defined as a discussion of matters which are within the discretion of a Department. Consultations may be held in an effort to reach mutual understandings, receive clarification and/or information affecting employees in the various City operations that comprise Bargaining Units.

Section 2. Consultation meetings between Union representatives and Management, shall be arranged by the Labor Relations Manager or his designated representative upon the request of either party. Consultation meetings may be called by the City consistent with confidentiality, or other legal restrictions to advise the Union of any anticipated major changes affecting the working conditions of employees in the Bargaining Units. Arrangements for any consultation meeting shall be made five (5) working days in advance whenever possible and an agenda of matters to be taken up at the meeting shall be presented in writing at the time a consultation meeting is requested. Matters taken up in consultation meetings shall be those included in the agenda and Union representatives up to a maximum of five (5) may attend any one meeting.

Section 3. When contact is required by the Union President with Management on matters within the scope of this Article, the point of contact is the Labor Relations Manager. Where contact is required by Management with the Union, the point of contact is the Union President, or designee.

Section 4. If the Union requests consultation, it shall bear the cost of expenses and compensation for its own representatives and/or employees. If the City requests consultation, it shall bear the cost of expenses and compensation for employee Union representatives and/or employees for time spent in consultation.

Section 5. Prior practice that has been established on the basis of verbal agreements between the Union and the City or written agreements between the Union and individual Departments, but which has not subsequently been incorporated within this agreement, shall be subject to discussion and possible modification by the City and the Union, in accordance with the rights and privileges accorded each party by the terms of both this agreement and applicable

## **ARTICLE 23**

### **GENERAL PROVISIONS**

Section 1.     Pay Checks

- A. Normally, pay checks will be made available at the end of the day Thursday for employees in these Bargaining Units. The current pay period practice will be maintained for the term of this agreement. However, in the event any change

affecting a major segment of either Bargaining Unit is necessary, it will be a matter appropriate for consultation.

- B. The parties recognize the benefits of increasing employee participation in direct deposit of pay checks to the employees, to the City, and to the environment. The Union agrees to lend its support to the City's efforts to encourage employees to select this option for having their pay electronically deposited into a banking institution of their choice.

Section 2. Pre-Employment Physical Examination

In the event a pre-employment physical examination is required, and cannot be scheduled until after a newly hired employee starts work, the employee will suffer no loss of pay if the examination is scheduled during his normal shift hours.

Section 3. Residency

All individuals hired on a full-time basis into classifications in labor grades 103 through 111 in the Blue Collar Unit and in labor grades 401 through 419 in the White Collar Unit shall be required to either be residents of the City as of their date of employment or to establish primary residency within the City within six (6) months of completing the probationary period applicable to their position. Failure to do so will result in termination of employment. This policy applies only to individuals hired on or after October 1, 1997, and does not apply to employees hired or transferred to work at the City's Cosme Water Treatment Plant.

All employees to whom this policy applies shall be required to execute a statement of residency and shall be required to advise their supervisor at any such time as they may change their primary residence. Failure to do so will result in discipline, up to possible termination of employment.

For the purposes of this requirement, primary residence shall be defined as the primary location where an individual eats, sleeps, and otherwise maintains a household. Proof of residency may be by affidavit declaring a residence as a primary residence for homestead exemption purposes, copy of residential lease or rental agreements, a current driver's license or voter identification card which accurately reflects primary residence, or other documentation deemed sufficient by the Human Resources Director or his designee. The submission of false or inaccurate documentation shall be reason for termination.

Compliance with this policy shall be considered a condition of employment for all employees subject to the provisions of the policy. For the purpose of this policy, the City shall be defined as the legal corporate boundaries of the City of St. Petersburg, Florida.

Section 4.     Printing the Agreement

The Employer agrees to provide the Union one hundred (100) copies of the labor agreement within sixty (60) calendar days after Council ratification and signature by the parties of the ratification page of the contract.

The City agrees to provide additional copies of this labor agreement to the Union upon written request and the Union agrees to reimburse the City for the additional copies at cost.

Section 5.     Promotional Appointments

- A. All promotional appointments within the classifications covered by this agreement shall be made on the basis of fitness as determined by competitive examination. Competitive examinations (written and/or performance and oral) may be administered when deemed necessary to properly evaluate an applicant to discharge the duties of the classification in which the promotion is sought. In making a final selection among eligible candidates, other work-related factors may be taken into account; this includes but is not limited to such factors as current job performance, disciplinary record, prior work experience, and training. All of the above factors being equal, City seniority shall be the determining factor.
- B. The City will give strong consideration to interested current employees who meet the necessary qualifications for promotional opportunities. The City will post on all designated bulletin boards, notices for promotional examinations at least two (2) weeks prior to the examination.
- C. Employees will be notified, upon request, of their relative rank as a result of an examination.

Section 6.     Departmental or Official Employee Records

- A. Any employee who has information inserted in his Departmental and/or official records that may be used for disciplinary actions shall be notified of such insertion in his record.
- B. Employees covered by this agreement shall have the right to inspect their Departmental files.
- C. It is agreed that an employee shall have the right to insert in his Departmental and/or official file a written and signed refutation of any material he considers to be detrimental.

Section 7.     On-Duty Injuries

- A.     Employees who are incapacitated due to injury while on duty shall be entitled to benefits in accordance with the provisions of the Workers' Compensation Law for the State of Florida, Chapter 440.
- B.     Employees when absent from work due to an on-duty injury and ineligible for on-duty injury benefits may elect to utilize illness leave first and then annual leave accrued to make up the difference between Workers' Compensation payments and their basic take-home salary.
- C.     While absent from duty due to a work-related injury and receiving Workers' Compensation benefits, the illness leave and annual leave accruals shall continue up to a maximum of twelve (12) continuous months.
- D.     In the event an employee uses all of his illness leave and annual leave accruals as per Section 8.B. of this Article, the Department shall place the employee on a leave without pay status. Such leave of absence shall be for a maximum of twelve (12) months from the first day of disability.
- E.     Extensions for a Workers' Compensation leave of absence beyond twelve (12) consecutive months may be granted under special circumstances upon approval by the appropriate Department Director and the Human Resources Director.
- F.     Pension credits shall be restored when an employee returns to work from a Workers' Compensation leave under the rules of the Pension Board as administered through the Benefits office.
- G.     An employee who is able to work a light duty job as determined by the attending physician may decline the offer of light duty if the injury is covered by the Family and Medical Leave Act. Should an employee choose not to work light duty, his Workers' Compensation salary replacement benefit would cease, although the employee could use accrued annual and/or illness leave, if eligible.

Section 8.     On-Duty Injury Benefit

- A.     The Employer agrees to compensate employees covered by this agreement for on-duty injuries sustained by an employee while acting within the scope of their employment and not as a result of the employee's negligence as determined by the appropriate Director. Compensation shall be paid as a result of a work-related injury to an employee according to the provisions of this Article for the purpose of supplementing the wage benefit provisions of the Workers' Compensation Law of the State of Florida.

- B. An injury shall be determined to have been incurred while on duty only if such injury is a compensable injury under the Florida Workers' Compensation Law.
- C. On-duty injury pay shall be paid starting with the employee's first scheduled work shift following the date of injury. The length of disability shall be determined by the Employer's physician in accordance with the Workers' Compensation Law.
- D. The amount of on-duty injury pay shall be the amount of the employee's basic salary up to the time that Workers' Compensation wage benefits begin. When Workers' Compensation wage benefits begin, the on-duty injury pay shall be the difference between the Workers' Compensation wage benefits and the employee's current basic take home pay.

Basic take home pay is defined as basic salary after it has been reduced by normal federal withholding taxes (Social Security and income tax). Basic salary is the employee's straight time hourly rate times his basic work week hours (normally forty (40) for most employees covered by this labor agreement).

- E. In the event the disability extends beyond twenty-one (21) calendar days, the amount of on-duty injury pay paid by the Employer for the first seven (7) days shall be adjusted to equal the employee's basic salary, less the Workers' Compensation wage benefits payments.
- F. The maximum for this on-duty injury pay shall be twelve (12) calendar weeks from the first scheduled work shift following the date of the injury. Payments made by the Employer during this period shall not be charged against the employee's accumulated illness leave or annual leave.
- G. An employee granted this on-duty injury benefit shall be required to comply with the illness leave provisions of this labor agreement as pertains to substantiation of medical conditions and the performance of light duty as applicable. An employee who is released by his attending physician for light duty work who chooses not to work light duty will no longer be eligible for on-duty injury pay.
- H. In the event that the disability extends beyond twelve (12) calendar weeks, the appropriate Director may request a Workers' Compensation Supplemental Committee meeting. Upon approval of this Committee, an extension beyond twelve (12) calendar weeks may be granted not to exceed the maximum of twelve (12) months from the first scheduled work shift following the date of the injury. Until such time as the Committee meets, or if the extension is not approved by the Committee, the employee shall be allowed to utilize accumulated illness leave or annual leave to make up the difference between Workers' Compensation payments and basic salary.

- I. Illness and annual leave accruals shall continue for a maximum of twelve (12) months, if applicable, for employees who are receiving Workers' Compensation benefits due to an on-the-job injury.
- J. Any employee eligible for on-duty injury benefits may use his accrued annual and illness leave to supplement Workers' Compensation payments once his on-duty injury benefit runs out, but cannot receive both on-duty injury supplemental pay and annual or illness leave pay.

Section 9. Group Insurance

- A. The City agrees to provide full-time employees covered by this agreement the opportunity to participate in a City group health insurance program, subject to the eligibility criteria established by the provider(s) selected by the City.
- B. The City reserves the right to change carriers if and when deemed appropriate and to determine the plans offered. The parties agree that the City may, at its option, request a consultation of this Section of this Article of the contract in order to consult over the proposed changes to group health insurance coverage as currently specified in paragraphs D through I of this Section. If the parties agree to changes in one or more of those paragraphs, a Memorandum of Understanding (MOU) will be executed between the parties. The provisions of the MOU may alter and/or replace the language currently contained in each paragraph and will be effective for the term of this agreement. Should the City choose to exercise the option to request a consultation with the Union regarding the provisions of this Section as noted above, the City will notify the Union in writing.

The City further reserves the right to self-administer group health insurance claims if and when deemed appropriate.

- C. The City agrees to pay seventy-five percent (75%) of the premium cost for employee participation in one (1) of the plans offered through the City group health insurance program. If the employee elects any form of dependent coverage, the City will pay seventy-five percent (75%) of the total premium for the employee and dependents. The rates paid by both the City and the employee shall be adjusted whenever increases become effective as the City is notified by the provider.
- D. It is agreed that the plans included in the City group health insurance program shall pay hospital room and board charges on the basis of the respective institution's semi-private room rate.
- E. The fee schedule and benefits for the specific plans shall be as determined and published by the respective plan provider. All questions or concerns related to fees, benefits, service delivery, or other subjects shall be resolved between the employee-member and the respective providers, without involvement on the part of the City.

- F. The City agrees to share the premium expense on the same basis as defined in 'C' above for employee participation in any of the individual plans offered. It shall be the employee's responsibility to pay the difference between the amount paid by the City and the full amount of the fee established by the provider for the plan selected.
  
- G. Those individuals participating in City coverage who are covered by this agreement but who subsequently retire shall be offered the option at the time of retirement of selecting coverage with a lifetime maximum benefit of one hundred thousand dollars (\$100,000) or the lifetime maximum benefit offered to current employees. For those employees hired prior to January 1, 2009, the City will pay seventy-five percent (75%) of the cost of the coverage with a lifetime maximum benefit of one hundred thousand dollars (\$100,000) or the same dollar amount towards coverage with the higher lifetime maximum benefit subject to the maximum City contribution noted in paragraph H. below. The rates paid by both the City and the employee shall be adjusted whenever increases become effective as the City is notified by the provider. Employees hired on or after January 1, 2009, shall be offered the option at the time of retirement of selecting coverage with a lifetime maximum benefit of one hundred thousand dollars (\$100,000) or any higher lifetime maximum benefit offered to current employees, but will be responsible for paying the entire cost of the coverage with no City contribution toward the premium cost.
  
- H. Effective January 1, 2010, for employees hired prior to January 1, 2009, the maximum cost for which the City will be responsible for any retiree health insurance plan coverage will be one hundred fifty percent (150%) of the City's cost (seventy-five percent (75%) of the cost of the coverage with a lifetime maximum benefit of one hundred thousand dollars (\$100,000)) that is in effect on January 1, 2010, for the type of coverage elected by the retiree (single, dual, or family coverage).
  
- I. Those individuals participating in HMO coverage who are covered by this agreement but who subsequently retire shall be eligible for continued coverage as determined by the guidelines established by the applicable HMO.
  
- J. The City shall provide, at no cost to the full-time employee, ten thousand dollars (\$10,000) life insurance with the option of purchasing additional life insurance based upon annual salary currently as shown by the following chart:

**SUPPLEMENTAL TERM LIFE INSURANCE**

<u>Annual Salary</u>	<u>Low Option</u>	<u>High Option</u>
\$15,000 to 19,999	\$15,000	\$ 30,000
20,000 to 24,999	20,000	40,000
25,000 to 29,999	25,000	50,000
30,000 to 34,999	30,000	60,000

**SUPPLEMENTAL TERM LIFE INSURANCE (cont'd)**

35,000 to 39,999	35,000	70,000
40,000 to 44,999	40,000	80,000
45,000 to 49,999	45,000	90,000
50,000 or more	50,000	100,000

It is agreed by the parties that the rates paid by the employee for supplemental term life insurance and the incremental amounts that can be purchased will be established by the City's vendor and may be changed annually in the event the vendor implements a change.

- K. The City will continue to offer a dental plan in which full-time employees may choose to participate. The plan will be provided at no cost to the City and may be discontinued at the City's sole discretion.

Section 10. Car and Mileage Allowance

- A. Employees covered by this agreement shall be entitled to a car allowance as provided for in the Administrative Policies of the City of St. Petersburg. The car and/or mileage allowance shall be paid in accordance with the procedures established by the Payroll and Accounting Division. The current rate in effect shall be continued and be the minimum amount. In the event the rate is revised upward, the employees shall enjoy the higher rate.

Basic monthly car allowance of \$92.00, plus \$.445 per mile

- B. The Union shall be provided with a copy of the current Administrative Policy concerning Car Allowances and, in addition, be provided with any revisions as they may occur.
- C. The Union may request to consult over the subject of "Employee Car Allowance" at any time during the term of this agreement.
- D. Department Directors shall withdraw approval where required usage no longer averages two hundred (200) miles per month over the previous three-month period.
- E. The car allowance shall be pro-rated in those cases where an eligible employee does not work a full month.
- F. When employees require "occasional usage" of their personal vehicles on City business but are not on the dedicated usage program, they may be reimbursed at the prevailing rate (per the Administrative Policy) per mile traveled provided advance approval is given by their Department head for all travel.
- G. Employees must obtain and maintain a policy of insurance that meets the minimum requirements of liability established by the State of Florida for property damage and personal injury coverage and have specific coverage for "business use."

Section 11. Compensation Practice for Administrative Hearings and Court Attendance

A. Administrative Hearings

1. Appearance on behalf of the City

In the event an employee is subpoenaed or is directed by Management to appear/testify on behalf of the City at administrative hearings, including but not limited to grievance, Civil Service Board, arbitration, deposition and other hearings, he shall be paid for all hours required for his appearance, including off-duty hours.

2. Appearance on behalf of a grievant/appellant

In the event an employee is subpoenaed or voluntarily appears/testifies on behalf of a grievant/appellant at administrative hearings, which are defined as City grievance procedure hearings, including the Civil Service Board, depositions, and steps in the negotiated grievance procedure, excluding arbitration, he shall be paid for his normal on-duty time. An employee who appears at an arbitration hearing on behalf of a grievant shall be ineligible for pay by the City for any time spent at such proceeding but may use accrued annual leave.

B. Court Attendance

1. Appearance on behalf of the City or a public jurisdiction

In the event an employee is subpoenaed or is directed by Management to appear/testify at a court proceeding or his subpoena is due to his official position with the City, he shall be paid for all hours required for his appearance. Appearances for depositions in connection with court appearances are covered by this policy. An employee subpoenaed to appear on behalf of a public jurisdiction will suffer no loss of pay for the hours he was scheduled to work.

2. Appearance on behalf of a grievant/appellant

In the event an employee is subpoenaed or voluntarily appears/testifies in a court or deposition proceeding on behalf of a grievant/appellant, he shall be ineligible for pay by the City for any time spent at such proceedings. An employee may utilize accrued annual leave.

C. Subpoena Fees

1. An employee shall retain any subpoena/witness fee received if he is subpoenaed to appear/testify for an administrative, deposition or court hearing and is not paid by the City for the total hours of his appearance.

2. An employee shall not retain any subpoena/witness fee if he receives pay from the City for the total hours of his appearance, and such employee shall return any subpoena/witness fee to the City within five (5) days of receipt.

D. General Provisions

1. An employee required to appear for a deposition, administrative hearing, or a court proceeding shall promptly notify his immediate supervisor with such documentation as necessary so that arrangements can be made in advance for his absence from work.
2. An employee shall not be eligible for both court/administrative hearing pay and additional pay such as annual or illness leave for the same hours.
3. An employee who is subpoenaed/directed to appear and does appear while on annual leave, and who is eligible to receive pay in accordance with this policy, shall have his annual leave hours restored if satisfactory evidence of the time served in court/administrative hearing is presented to his Department.
4. Time spent in court for depositions, or at an administrative hearing is the actual time required to report as stated on the subpoena or as scheduled, continuing until released by the judge or other administrative officer of the hearing. An employee who appears for only a portion of a regular scheduled workday shall report to his supervisor or Department for work when excused or released by the court or hearing officer.
5. An employee who appears under the provisions of this Section shall be ineligible for call back pay.
6. An employee who becomes a plaintiff or defendant in a legal action not related to the performance of his official duties shall not be eligible for pay under the provisions of this Section, but may use annual leave for the purpose of being paid for those hours he must be absent from work.

Section 12. Non-Disciplinary Separation /Alternate Employment (Workers' Compensation)

A decision involving possible separation of employment on the basis of physical inability to perform job duties for an employee who was injured as a result of a job-related accident and who has qualified for treatment under Workers' Compensation will not be made by Management until at least eighteen (18) months after the date of the injury or the date the employee reaches the status of maximum medical improvement as defined under the provisions of the Florida Statutes governing Workers' Compensation, whichever occurs first.

It shall be the responsibility of the employee to pursue his options, i.e., seek a disability pension or other employment, with the Human Resources Department or the Pension Office. The Union will assist members needing to research their options.

Section 13. Reimbursement for Lost, Stolen or Irreparably Damaged Personal Property Used in the Performance of an Employee's Duties

- A. Within reasonable guidelines, the City will reimburse an employee for many items of personal property (not to include cash) lost or damaged beyond repair while properly carrying out his duties. Such reimbursement is subject to the following restrictions:
  - 1. For items of necessity (e.g., eyeglasses, hearing aids): Maximum reimbursement of one hundred fifty dollars (\$150.00) for each occurrence.
  - 2. For all other personal property: Maximum reimbursement of one hundred twenty-five dollars (\$125.00) for each occurrence.
- B. Requests for reimbursement for the loss or damage of personal property shall be submitted within three (3) working days from the date on which the loss or damage occurred.
- C. An employee shall not be eligible for reimbursement if the item is provided by or available from the City, or if the employee's negligence contributed to the loss or damage.
- D. An employee shall submit a written request to his Department director, including a description of the item in question; description of the manner, place and time, if known, that the loss or damage occurred; a statement of the cost of the item; and some form of proof of ownership of the item (receipt, etc.)
- E. If, in the opinion of the Department, the request is justified, a Request for Payment form, together with relevant information, will be submitted to the Human Resources Department for review, approval and processing.

Section 14. Definition of Absence Without Permission or Leave (AWOL) for Application of Group II Level Rule

- A. The City's Personnel Management System Rules and Regulations Code of Conduct contains a Group II category rule concerning attendance related misconduct which states: "#20: Absent Without Permission or Leave (AWOL)". The parties agree the following will be the definition of AWOL in the application of this rule:

"Whenever an employee fails to call his Department in accordance with the Department's reporting requirements and fails to report for work by the time four (4) hours have elapsed from the start of his shift, the employee shall be deemed to be AWOL."

- B. In the event the employee is AWOL, he is subject to a possible two-day suspension, in accordance with the Code of Conduct guidelines. If the employee has annual leave accrued and wishes to use unscheduled annual leave to cover the portion of the shift he missed while AWOL, he may do so as long as he notifies his immediate supervisor before payroll has been submitted. In a case where the entire shift is missed, the Department may incorporate the missed day into a suspension, if one is given. Annual leave may not be used to offset the effect of a suspension on pay.
- C. The above referenced definition of AWOL does not preclude a Department from sending an employee home if crews have already departed for their work sites or another employee has already been assigned the employee's work for the day (e.g. a driver has been assigned to the route of an employee who has not called in late or reported for work). The employee may use accrued annual leave to prevent a loss of pay for the day or the Department may choose to count the day as part of a suspension, if one is given.
- D. The above referenced definition of AWOL is made for consistent application of the discipline for the specific Code of Conduct violation associated with that offense. This agreed to definition does not preclude a Department from issuing disciplinary action for other violations of the Code of Conduct such as tardiness or failing to follow Department rules associated with the advance notification prior to unscheduled absences.

Section 15. Contract Modification

Provisions of this contract may be clarified, amended, or modified upon the written consent of the duly authorized representatives of the City (the Mayor or his designee) and the Union (Union President or his designee). No ratification by the legislative body or represented employees shall be required on said clarification, amendment, or modification.

Section 16. Regular and Prompt Attendance

Employees in these Bargaining Units shall be held responsible for prompt attendance and absence/lateness reporting procedures in accordance with their current Departmental rules and regulations.

**ARTICLE 24**

**CITY OPERATIONS**

Section 1. Sanitation

A. Task Assignment

- 1. The Sanitation Department agrees to continue the "Task Assignment" for Residential and Commercial collection routes.

2. The Sanitation Department agrees to continue a four (4) day work week for Residential and Commercial collection routes.
3. Each employee and/or crew shall be assigned a regular weekly route, divided into daily routes. If the regular weekly route is completed as scheduled by the assigned employee who works, he shall receive his regularly weekly pay even though such employee may complete his assigned weekly route in less time.
4. If the daily routes within the weekly assignments are completed as scheduled, employees who work shall receive credit for their scheduled hours even though they may complete their assignment in less time.
5. Crews who have completed their own assigned routes may be reassigned on other routes within or outside their assigned Section in order to maintain essential service to the community.

a. Reassignment

Employees who have completed their own routes and are reassigned to work another route shall be eligible for the one and one-half (1½) times their basic straight time hourly rate for all hours worked on the reassigned route.

b. Eligibility

To be eligible for pay at the time and one-half hourly rate, an employee must first work and complete his regular weekly routes (tasks), as scheduled and assigned. This is intended to mean that an employee's time card must first show credit for forty (40) work hours (or work and holiday hours, in accordance with the provisions of Articles 9 and 17 of this agreement) in any week before payment at the time and one-half rate can be made.

6. Employees on the task system who are drug or alcohol tested as a result of the provisions of the Omnibus Transportation Employee Testing Act will be tested either at the beginning of or during the course of the work day; they will not be random tested upon completion of their task. The only exception to this is the testing required due to qualifying accidents; those tests will be done after the accident as specified by federal regulations.

B. Route Assignment Requests

1. It is the intent of Management to cooperate in every practical way in regard to requests for changes in assignment of routes. In this connection, employees who have six (6) months or more continuous service in the

Department may submit a written request for a specific route assignment on a form supplied by Management during the two (2) weeks following the time a route is posted by Management.

2. In the event there is more than one (1) request for the posted route assignment, classification seniority will be used in making the selection. When selection is made to fill the opening, those employees who have also requested the route shall be notified of the fact a more senior employee was given the route. It is understood that all requests for route assignments shall be for a work assignment which falls within the same job classification. Final approval of assignment requests rests solely with Management.
3. All personnel promoted to Sanitation Specialist after November 18, 1985, may be assigned to either residential or commercial routes based on the needs of the Department.

C. Training for Promotional Opportunities

The Department agrees that, operations permitting, it will provide on-the-job training opportunities for employees who indicate an interest in gaining experience to aid them in preparing for promotional opportunities. These opportunities, as they become available, will be announced. All employees shall be given the opportunity to take promotional examinations when given. Employees are urged to take advantage of any and all offered training.

D. Rap And Training Sessions

In an effort to develop better communications, discuss problems, and to exchange information, rap and training sessions may be requested by employees or the Union and scheduled by Management. Management agrees to schedule requested sessions either on the first or third Wednesday of each month. Attendance at rap and training sessions shall be on a voluntary non-pay status.

E. Vacation Selection

In the event of conflicts in vacation scheduling, seniority shall be the deciding factor to settle the conflict. Vacation schedules shall be posted in a place accessible to all employees.

F. Illness Leave Call-In Procedures

The Sanitation Department shall continue the scheduled illness leave call-in procedure of thirty (30) minutes prior to starting time each day of illness leave unless other arrangements are made with the Department. In the event that the employee is unable to call due to personal illness and can, in fact, substantiate that

he was sick before returning to work, the unauthorized absence will be removed from his record and the employee shall receive illness leave credit.

G. Collection Route Stability

The Sanitation Department agrees that routes normally will not be changed during the months of November and December.

H. Route Conditions

Employees shall be responsible for reporting to supervision route conditions such as low hanging tree branches, cars in alleyways, or other obstacles which make travel difficult. Supervision will be responsible to see that appropriate steps are taken to alleviate the reported conditions as soon as possible.

I. New Equipment And Training

Whenever new equipment or safety equipment is introduced in the Department, employees responsible for the use or operation of said equipment shall be instructed thoroughly in the purpose of, and proper use of said equipment. Training sessions normally will not be held on Fridays.

J. Vehicle And Equipment Inspection

1. Vehicle/equipment inspection (operator's check) is an integral part of the job and must be performed by the employee on a daily basis to ensure that his assignment can be completed in a safe and efficient manner.
2. Trucks that become defective while on the route or defective when returned to the yard shall be taken to the designated repair facility, providing the equipment can be moved in a safe manner.
3. The operator is responsible for keeping truck cabs clean, proper storage of safety and work equipment, and ensuring that trucks are made available for fueling and maintenance of appropriate fluid levels, per Department procedures.
4. Management has the responsibility to provide needed repairs on any equipment if turned in as not in operational condition if such repair impacts on the safe operation of the equipment.

K. Cool Cushions

Cool cushions shall be provided to drivers on a request basis. Drivers who are issued cool cushions shall be held responsible for the safe keeping of the cushion until need for replacement is required.

Worn out cushions may be turned in for replacement on an exchange basis no more frequently than twice in any fiscal year.

L. Route Adjustment Requests

1. In the event a Sanitation Specialist feels that his route needs to be adjusted, he may bring his request to the attention of Sanitation supervision. An investigation will be conducted by supervision. A meeting between Management, the affected regular employee and the authorized Union steward will be held when deemed necessary by Management. Any adjustments approved by Management will be made within thirty (30) calendar days, if possible, of the date the employee raised the problem. On any route adjustment request the regular employee will be advised of Management's decision.
2. When the Department determines that route sizes are no longer appropriate due to work load changes, new equipment, or technology, route sizes may be adjusted.

M. Brush Division

The Sanitation Department agrees to continue a four-day work week for the equipment operators in the Brush Division. Work schedules will continue to cover Monday through Friday.

N. Tool Allowance

Employees in the classification of Solid Waste Equipment Specialist shall receive up to a four hundred dollar (\$400.00) tool reimbursement allowance. This reimbursement allowance shall be paid in the last pay check of the fiscal year. Employees in the classification of Welder shall receive up to a two hundred dollar (\$200.00) tool reimbursement allowance. Only employees who have been in one (1) of the eligible classifications on a full-time basis on the active payroll for at least the six (6) months preceding the end of the fiscal year shall receive the tool allowance for that fiscal year. Initial probationary employees who are in that status as of the last payroll period of the fiscal year will not be eligible for the tool allowance. Employees shall provide copies of the receipts for purchases of and/or repairs to tools to the Shop Supervisor prior to September 15<sup>th</sup> to qualify for the tool reimbursement allowance. This program is for reimbursement/replacement of tools required to service City equipment and as such is subject to review and approval of the Shop Supervisor.

O. Dead Animal Removal/Disposal Incentive Pay

An employee who is assigned to the job of disposal of dead animals shall receive, in addition to his base rate of pay, sixty cents (\$.60) per hour. For the purpose of receiving this incentive, holidays not worked, annual leave, illness leave,

bereavement leave, jury duty leave, military leave and all other absences from duty shall not be considered as eligible hours worked.

P. Payloader Operator Incentive Pay

Employees classified as Sanitation Technicians who are assigned and operate payloaders for the City's Sanitation Brush Division shall receive an incentive allowance of sixty-five cents (\$.65) per hour for each hour worked. For the purpose of receiving this incentive, holidays not worked, annual leave, illness leave, bereavement leave, jury duty, military leave and all other absences from duty shall not be considered as eligible hours worked for payment.

Q. Odorous Pay

Odorous pay of thirty cents (\$.30) per hour will be paid to a Welder or Solid Waste Equipment Specialist for time spent working on collection vehicles or compactors in the Sanitation Department and to Sanitation Servicemen for time spent on container maintenance and on cleaning Sanitation vehicles. For the purpose of receiving odorous pay, holidays not worked, annual leave, illness leave, bereavement leave, jury duty, military leave and all other absences from duty shall not be considered as eligible hours worked.

Odorous pay of ten dollars (\$10.00) per week shall be paid, in addition to an employee's base rate of pay, to all Sanitation Servicemen who work on a full-time basis greasing and lubricating Sanitation vehicles; this equates to five hundred twenty dollars (\$520.00) annually.

R. Collection Pay

Sanitation Servicemen assigned to work on the back of a rear end loader or as a Groundsman in Commercial Collections will receive collection assignment pay of sixty cents (\$.60) per hour while so assigned. For the purpose of receiving collection assignment pay, holidays not worked, annual leave, illness leave, bereavement leave, jury duty, military leave and all other absences from duty shall not be considered as eligible hours worked.

S. Working Out of Class

Whenever a Sanitation Serviceman is assigned to work temporarily as a Technician or Specialist, or a Sanitation Technician is assigned to work temporarily as a Specialist the following shall apply. When the employee is assigned to and does work out of class for at least one entire shift but no more than thirty (30) calendar days, such employee shall receive pay at either the minimum pay rate of the applicable range or the pay rate which will provide a five percent (5%) increase in the pay rate, whichever is greater. If a five percent (5%) promotional increase results in an hourly rate between pay steps, where applicable, the employee shall receive the higher step pay.

Any assignment with a duration of longer than thirty (30) calendar days will be deemed to be subject to the temporary promotion parameters provided for in the current Rules & Regulations of the Personnel Management System for the City of St. Petersburg. Consequently, the placement selection for these more lengthy assignments will be from the most recent eligibility list.

Section 2. Water Resources

A. Water Treatment and Distribution Division and Water Reclamation Facilities and Utilities Maintenance Division

1. Employees hired as Plant Operator I's (the term "Plant Operator", as used throughout this Section, shall refer to both Water and Water Reclamation Plant Operators) shall be expected to obtain a State of Florida Class "C" Operator's Certificate within a period not to exceed two (2) years from the date of hire. Any Plant Operator I who is unable to obtain certification within this prescribed time limit shall be offered a job as a Maintenance Worker I City-wide consistent with his seniority.

Each trainee Plant Operator I shall be considered for promotion to Plant Operator II providing the following criteria have been met:

- a. Being qualified and obtaining a State of Florida Class "C" Operators certificate within the prescribed time limit.
- b. Satisfactorily completing the "on-the-job" training requirements.

2. Transfers Within Water Reclamation Plants

- a. Plant Operator II's may be required to perform duties at other locations for reasons of training or operational necessity. If a change in location occurs, an effort shall be made to notify the employee of such change at least two (2) days in advance, if possible, except relief operators who, due to unexpected absences, may receive less than the two-day notice.
- b. When a permanent vacancy for a Plant Operator II occurs at any of the Plants, the transfer request file shall be consulted for movement of personnel.
- c. Transfer Requests

Management shall cooperate in every practical way in regard to requests from Plant Operator II's for changes in plant assignment.

Any Plant Operator II who desires a transfer to a different plant shall submit a written request for a specific plant. The transfer request shall be kept on active file for six (6) months. Only one request per Plant Operator II at any one time will be honored. Normally, employees who have transfer requests on file shall be given preference in the order in which they were received. However, final approval of any transfer rests solely with Departmental Management.

d. Plant Operator I

These provisions shall not apply to Plant Operator I's who may be rotated for reasons of training and experience as determined by Management.

3. Relief Shifts

A relief shift is an operator pool providing personnel to fill vacancies that may occur from time to time on the scheduled established operating shifts. Relief operators work an assigned schedule when not filling in for someone else, and shall be entitled to a 30-minute non-paid lunch break. Relief shifts may be established at the various plants as determined by Management. When a relief operator is assigned to fill an operator vacancy he will work the hours assigned and may receive a paid meal break.

4. Immunization Program

The current immunization program shall be continued for all employees in the Bargaining Units assigned to the Water Resources Department at no expense to the employees. It shall provide for tetanus, diphtheria and such other immunizations as may be recommended by the County Health Director in connection with the specific working conditions of the Water Resources operations, with said recommendations being made available to the Union upon request.

Nothing in this Section is intended to require an employee to participate in this immunization program. All employees are encouraged and urged to participate in this immunization program. Those who do not participate in this program who contract any of the diseases for which immunization is available shall be ineligible for consideration of the Workers' Compensation supplementary payment program as provided for in this labor agreement.

5. Uniform Items

- a. The Department will continue to provide uniforms (five (5) shirts and five (5) pairs of pants) to all employees covered by this agreement including any new hires. Shirts and pants will be exchanged on a fair wear and tear basis.
- b. Provided uniform items shall be worn while on duty and not used off the job for personal reasons. All uniform items remain the property of the Department and shall be returned to the Department upon transfer or separation.

6. Schooling

- a. Employees who are Plant Operator I's (trainees) shall be scheduled and assigned to attend the PTEC course on the operation of a water reclamation or water treatment plant, as applicable, during the first two (2) years of employment as part of the requirements to obtain a "C" license. In the event this course is no longer available, the parties will work together to coordinate changes made in the state of Florida testing for Operator I's with the availability of authorized training including on-line courses, correspondence courses, or classroom options.
- b. The PTEC course currently is scheduled for eighteen (18) weeks, two (2) nights a week, four (4) hours each night and is from 5:00 p.m. to 9:00 p.m.
- c. Employees selected to attend the applicable course shall be considered on duty during the class and shall be credited with four and one-half (4 ½) hours actual work time per class. The Department may rearrange an employee's schedule to incorporate the class time within the employee's 40-hour week. Employees may be required to present to the plant supervisor attendance slips signed by the instructor to establish actual attendance.
- d. Employees attending these classes as assigned shall be eligible for the applicable mileage reimbursement as provided for in the City's Administrative Policies and Procedures for employee car allowance. Employees shall be eligible for mileage reimbursement from the plant where assigned or from home, depending upon where the employee is reporting to class from, to school.
- e. To be eligible for tuition and mileage reimbursement, an attendance record and registration receipts must be provided to the Division Manager by the trainee to show that he/she has attended the required number of hours for successful completion of the course.

- f. An employee who does not pass the PTEC course the first time will attend additional courses on his own time at his own expense.

7. Shift Differential

- a. Plant Operators who work from 11:00 a.m. to 11:00 p.m. will receive shift differential for the hours worked from 1:00 p.m. to 11:00 p.m. Plant Operators who work from 11:00 p.m. to 11:00 a.m. will receive shift differential for the hours worked from 11:00 p.m. to 7:00 a.m.
- b. Plant Operators who work a schedule of three (3) twelve-hour days and one (1) four-hour day every week are permitted, with the concurrence of Management, to trade or swap time. Employees who voluntarily agree to swap time will work thirty-six (36) hours one week and forty-four (44) hours the following week. In accordance with the provisions of the Fair Labor Standards Act, no overtime pay will result from this schedule; however, employees may be eligible for compensation at the overtime rate of pay for all hours worked in excess of this schedule.

8. Hazardous Duty Pay

- a. Employees working for the Water Reclamation Division of Water Resources who are assigned to one (or all) of the City's four water reclamation facilities shall receive, in addition to their base rates of pay, hazardous duty pay in the amount of ten dollars (\$10.00) weekly or twenty dollars (\$20.00) biweekly, depending upon the pay cycle of the Division, which equates to five hundred twenty dollars (\$520.00) annually. In addition, Plant Maintenance Mechanics and Plant Maintenance Technicians assigned to these facilities shall also receive this hazardous duty pay.

Environmental Specialists in Water Resources shall receive, in addition to their base rate of pay, hazardous duty pay in the amount of ten dollars (\$10.00) weekly, which equates to five hundred twenty dollars (\$520.00) annually.

- b. Water Resources Plant Operators Temporarily Working in a Higher Job Classification
  - 1. Whenever a Water Reclamation Plant Operator II is assigned to and does work temporarily as a Water Reclamation Plant Operator III for at least one (1) entire shift, but not in excess of thirty (30) consecutive calendar days, such employee shall be compensated at the same hourly rate of pay he would receive if he were actually promoted to the higher job classification.

2. Whenever a Water Plant Operator II or a Water Plant Operator III is assigned to and does work temporarily in a higher job classification within this job classification series [Water Plant Operator III or Water Plant Operator IV] for one (1) entire shift, but not in excess of thirty (30) calendar days, such employee shall be compensated at the same hourly rate of pay he would receive if he were actually promoted.
3. The temporary work in a higher classification assignment will be offered on the basis of qualifications for such assignment in the judgment of Departmental Management.

B. Water Systems Maintenance Division and Wastewater System Maintenance Division

1. a. The Water and Wastewater Systems Maintenance Divisions shall maintain an apprentice training program and employees in this training program shall continue to be assigned to the various phases of the applicable program. The Department will provide, at no charge to the employee, the required courses, training and books. Time spent in PTEC classes will be considered hours worked and be paid in accordance with this agreement. Employees who participate in the Apprenticeship programs in these divisions will be required to meet the state of Florida certification and/or licensing requirements, as amended or revised, which are in place at the time they complete the program.
  - b. Employees will be eligible for mileage reimbursement at the rate detailed in Article 23, Section 10. of this agreement to travel to classes after first reporting. Reimbursable mileage is defined as the mileage from the Public Works Complex to the location where the classroom courses are to be held. Round trip mileage will be paid when an employee must report to work prior to class and return to work after the class is over. In the event PTEC classes are held in the evening, and it is not feasible for the employee to travel directly from the Public Works Complex, mileage will be paid from the employee's home to PTEC and back home again. The Department reserves the right to provide transportation should such be determined to be feasible.
2. Employees who achieve full qualification under the applicable apprentice training programs shall automatically be promoted to the next higher classification.

3. Employees shall be given the opportunity to take promotional examinations when given. Employees are urged to take advantage of all special training courses when offered.
4. The Water and Wastewater Systems Maintenance Divisions agree that the present policies concerning issuance of uniforms and provided uniform service shall be continued for the term of this agreement. Employees not presently supplied uniforms will be issued uniforms consisting of five (5) shirts and five (5) pants, which shall be exchanged on a fair wear and tear basis throughout the term of this agreement. The Divisions agree that uniform service will be provided to those employees as required by existing and future federal or state regulations or published guidelines from either.
5. The current immunization program shall be continued for Bargaining Unit employees assigned to the Water and Wastewater Systems Maintenance Divisions at no expense to the employees. It shall provide for tetanus, diphtheria and such other immunizations as may be recommended by the County Health Director in connection with the specific working conditions of the Water and Wastewater Systems Divisions with said recommendations being made available to the Union upon request.

Nothing in this Section is intended to require an employee to participate in this immunization program. All employees are encouraged and urged to participate in this immunization program. Those who do not participate in this program who contract any of the diseases for which immunization is available shall be ineligible for consideration of the Worker's Compensation Supplementary Payment Program as provided for in the current labor agreement.

6. The Divisions agree to provide maintenance crews with means, as determined adequate by the Divisions, for periodic cleanup while on the job site.
7. Employees working for the Wastewater Systems Maintenance Division who are regularly assigned to one of the work crews responsible for the maintenance, repair, and replacement of the City's wastewater collection system shall receive, in addition to their base rates of pay, hazardous duty pay in the amount of ten dollars (\$10.00) weekly or twenty dollars (\$20.00) biweekly, depending upon the pay cycle of the Division, which equates to five hundred twenty dollars (\$520.00) annually.

### Section 3. Fleet Management

- A. The Fleet Management Department agrees to continue, for the term of this agreement, the current practices concerning on-the-job time devoted to cleanup, stowing of tools and equipment and securing work areas.

- B. The Department agrees to bear the full expense of all special purpose tools, special purpose clothing and protective safety equipment employees may be required to wear.
- C.
  - 1. The Fleet Management Department agrees that the present policies concerning issuance of work uniforms shall be continued for the term of this agreement. Replacement work uniform items shall be done on a fair wear and tear basis throughout the term of this agreement.
  - 2. Provided uniforms (those purchased by the Department) shall be worn while on duty and not used off the job for personal reasons. Uniforms remain the property of the Department and shall be returned to the Department upon transfer or separation.
  - 3. The Department agrees, for the term of this agreement, to provide laundry service (for employees desiring the service) of issued work uniforms at no additional cost to the Employer.
- D. Employees are required to provide their own hand tools and any additional personal hand tools as may be required shall be obtained within a reasonable time upon being advised by supervision. Personal tools must meet or exceed the minimum tool listing requirements provided by the Department. Employees in the classifications of Equipment Mechanic I, Equipment Mechanic II and Chief Equipment Mechanic shall receive up to a four hundred dollar (\$400) tool reimbursement allowance. Mechanic Apprentices, Welders, Welder Leadworkers, and Sheet Metal Mechanics shall receive up to a two hundred dollar (\$200) tool reimbursement allowance. Employees shall provide copies of the receipts for purchases of and/or repairs to tools related to Fleet Maintenance Functions prior to September 15<sup>th</sup> to qualify for the tool reimbursement allowance. This program is for reimbursement/replacement of tools required to service City equipment and as such is subject to review and approval of the Shop Supervisor. This allowance shall be paid in the last paycheck of the fiscal year. Only employees who have been in one (1) of the eligible classifications on a full-time basis on the active payroll for at least six (6) months preceding the end of the fiscal year shall receive the tool allowance for that fiscal year. Initial probationary employees who are in that status as of the last payroll period of the fiscal year will not be eligible for the tool reimbursement allowance.
- E. Employees in the classifications of Equipment Mechanic Apprentice, Equipment Mechanic, Equipment Mechanic I, Equipment Mechanic II, Chief Mechanic, Welder, Welder Lead Worker, Equipment Serviceman I, Equipment Serviceman II, and Tire and Wheel Specialist who are required by the nature of a particular job to modify a personal hand tool in order to perform a required service for the Department, shall upon approval of the immediate supervisor, have such personal hand tool replaced on a one-for-one basis. Such personal hand tool which has been modified as approved shall upon replacement become the property of the Department.

F. Time Recording

1. Employees reporting for work tardy shall be permitted to work providing:
  - a. Employee has called in to report that he will be tardy prior to his work shift.
  - b. The time of reporting does not exceed one (1) hour after his scheduled reporting time and,
  - c. Work is available in his Section and classification.
2. Employees who call in after their regularly scheduled starting time to advise of tardiness shall be permitted to work at the discretion of Management.
3. Any time period exceeding four (4) hours after the beginning time of an employee's normal work shift without notification to his foreman shall be considered as absent without leave (AWOL) and the AWOL shall be addressed in accordance with the provisions of the Memorandum of Understanding included at the end of this agreement.
4. Employees required to work by supervision after their scheduled quitting time shall be eligible for appropriate compensation for each one-tenth of an hour worked.

G. ASE and EVT Certification Pay

1. Employees in the classifications of Equipment Mechanic I, Equipment Mechanic II and Chief Equipment Mechanic shall be entitled to ASE certification pay of seven dollars and fifty cents (\$7.50), payable bi-weekly, for each ASE certification held except that the maximum number of ASE certifications for which an employee may receive this pay shall be eight (8). Employees who fail to maintain an ASE certification will cease to be entitled to ASE certification pay for that certification. It shall be the responsibility of the employee to pay whatever fees are associated with obtaining and maintaining each ASE and to provide the Department with the necessary documents verifying the receipt and maintenance of each ASE.
2. In addition to the above certification pays, employees in the classifications of Equipment Mechanic I, Equipment Mechanic II and Chief Equipment Mechanic shall be entitled to an additional certification pay of seven dollars and fifty cents (\$7.50), payable bi-weekly, for obtaining and maintaining each Emergency Vehicle Technician (EVT) certification. It shall be the responsibility of the employee to pay fees associated with obtaining and maintaining each EVT certification. The employee will be

responsible for providing Management the documentation of his receipt and maintenance of each EVT.

ASE and EVT certification pay will be limited to a combined maximum of twelve (12) certification pays.

3. Employees in the classification of Automotive Parts Clerk shall be entitled to ASE certification pay for ASE's relating to Parts Technician, as determined by the Department Director. This certification pay will be seven dollars and fifty cents (\$7.50), payable biweekly. Automotive Parts Clerks who fail to maintain an ASE certification will cease to be entitled to ASE certification pay for the certification. It shall be the responsibility of the employee to pay whatever fees are associated with obtaining and maintaining the certification and to provide the Department with the necessary documents verifying the receipt and maintenance of each ASE. As additional ASE certifications applicable to the Automotive Parts Clerk classification, as determined by the Department Director, become available during the term of this agreement, the employee may likewise receive certification pay for the additional ASE's, up to a maximum of five (5).

#### H. Odorous Pay

Upon conversion to the upgraded software which will provide real time labor reports, and effective on the payroll start date immediately following the conversion, Odorous Pay of thirty cents (\$.30) per hour will be paid to employees for time spent working on Sanitation collection vehicles.

Prior to the software conversion, employees who currently are assigned to and work full-time repairing, greasing, and lubricating Sanitation collection vehicles will continue to receive Odorous pay of ten dollars (\$10.00) per week in addition to base rate of pay.

Employees who currently work on Sanitation collection vehicles, but not on a full-time basis, will continue to receive Odorous pay of thirty cents (\$.30) per hour.

For the purposes of receiving odorous pay, holidays not worked, annual leave, illness leave, bereavement leave, jury duty, military leave and all other absences from duty shall not be considered as eligible hours worked.

#### I. Incentive Pay - Tire and Wheel Shop

Excluding Tire and Wheel Specialists, employees assigned to the Fleet Management Department Tire and Wheel Shop shall receive an incentive allowance of sixty-five cents (\$.65) per hour for hours worked.

To be eligible for this incentive pay, employees must be assigned to the Tire and Wheel Shop and must actually work and perform the tire and wheel duties of an Equipment Serviceman I or II.

For the purpose of receiving this incentive, holidays not worked, annual leave, illness leave, bereavement leave, jury duty, annual military leave and all other absences from duty shall not be considered as eligible hours worked for payment.

J. Reopener

The parties agree that Fleet operations must be as productive as possible to maintain a competitive edge. The Department plans to implement a bar coding system which will allow the Department to track the time spent performing various types of repair and determine the average amount of time required for each. This will enable the Department to develop a productivity incentive bonus program which will encourage and reward productivity. The parties agree that after the bar coding systems has been in place for a period of at least one (1) year, they will meet and bargain over the terms of a productivity program.

Section 4. Codes Compliance Assistance

A. Meal and Rest Breaks

Due to the nature of the work assignments in this operation, City-wide locations of work, individuals performing on their own and responsible for their activities due to the minimum of supervision, the following concerning meal and rest breaks shall apply:

1. Employees are entitled to two (2) rest breaks per day and these will be scheduled by the individual employee. One (1) break is to be taken mid-morning and one (1) break is to be taken mid-afternoon.
2. The lunch period is to be taken mid-day and may be scheduled by the employee at the most convenient point as the work for the day permits. However, the lunch break should be taken between 11:30 a.m. and 1:30 p.m.
3. When deviations from the above are necessary or required, the employee's supervisor is to be notified for concurrence and/or approval.
4. Employees are expected to take advantage of rest and meal periods at the appropriate time. Combining any lunch or break periods is not permitted nor may any lunch or break periods be used for the purpose of leaving work early.

B. Uniforms

1. The Division agrees to provide employees with six (6) sets of work uniforms. Replacement of work uniforms shall be done on a fair wear and tear basis.
2. Uniforms shall be worn while on duty and not worn off the job for personal reasons. Uniforms remain the property of the Division and shall be returned to the Division upon transfer or separation.

Section 5. Billing and Collections

- A. The Billing and Collections Department agrees to provide uniforms to all employees covered by the Blue Collar Bargaining Unit employed by the Utility Accounts Division. Uniforms shall be worn while on duty and not worn off duty for personal use. Uniforms remain the property of the Division and shall be returned to the Division upon transfer or separation.
- B. Raincoats and all-weather hats with rain covers shall be replaced on a fair wear and tear basis throughout the term of this agreement and not more frequently than one (1) time in a twelve-month period. Other uniform articles will be replaced on a fair wear and tear basis.

Section 6. Engineering, Stormwater, and Transportation

- A. The Stormwater Operations Division shall retain the existing apprentice training program and employees in this training program shall continue to be assigned to the various phases of the program. The Department will provide, at no charge to the employee, the required courses, training and books. Time spent in PTEC classes will be considered hours worked and be paid in accordance with this agreement.
- B. Employees will be eligible for mileage reimbursement at the rate detailed in Article 23, Section 10. of this agreement. Reimbursable mileage is defined as the mileage from the Public Works complex to the location where the classroom courses are to be held. Round trip mileage will be paid when an employee must report to work prior to class and return to work after the class is over. In the event PTEC classes are held in the evening, and it is not feasible for the employee to travel directly from the Public Works Complex, mileage will be paid from the employee's home to PTEC and back home again. The Department reserves the right to provide transportation should such be determined to be feasible.

Section 7. Development Services

- A. Employees in the classifications of Building Inspector, Electrical Inspector, Mechanical Inspector, Plumbing Inspector, and Chief Building Inspector shall receive certification pay for each State of Florida Standard Certification as an Inspector earned in the other trades. For example, a Building Inspector (who must have the State of Florida Standard Certification for Building Inspector in order to qualify for his position) will receive certification pay if he were to obtain the State of Florida Standard Certification for Mechanical, Electrical, Erosion Control, One and Two Family, or Plumbing Inspector. For each additional certification held, the employee will receive fifty dollars (\$50.00) on a bi-weekly basis.

Given the frequent interaction between Inspectors and Plans Examiners, Inspectors will also receive certification pay for each State of Florida Standards Certification as a Plans Examiner in two (2) of the four (4) trades, i.e., Building, Electrical, Mechanical and Plumbing. For each Plans Examiner certification held, the employee will receive twenty-five dollars (\$25.00) on a biweekly basis.

- B. Employees in the classifications of Plans Examiner and Sr. Plans Examiner shall receive certification pay for each additional State of Florida Standard Certification as Plans Examiner earned in the Building, Electrical, Mechanical, and-Plumbing disciplines, beyond the one (1) certificate required. For each additional certification held, the employee will receive fifty dollars (\$50.00) on a biweekly basis. Current employees who are receiving the pay for the one (1) certification required for the position shall be “grandfathered” and shall continue to receive the pay for the term of this agreement.

Given the frequent interaction between Plans Examiners and Inspectors, Plans Examiners and Senior Plans Examiners will also receive certification pay for each State of Florida Standards Certification as an Inspector in two (2) of the four (4) areas, i.e., Building, Electrical, Mechanical, and Plumbing. For each Inspector certification held, the employee will receive twenty-five (\$25.00) on a biweekly basis.

- C. Employees who fail to maintain a particular certification will cease to receive the certification pay for that certification. It shall be the responsibility of the employee to pay whatever fees are associated with obtaining and maintaining the various certifications, and to provide the Department with the necessary documents verifying the receipt and maintenance of same.

## **ARTICLE 25**

### **EMPLOYEES' RETIREMENT SYSTEM**

The parties agree that the City will maintain the current benefit provisions of the Employees' Retirement System (ERS), St. Petersburg City Code Chapter 22, Article IV,

successor to the retirement system established by Ordinance No. 986-A, for the duration of this agreement.

## **ARTICLE 26**

### **DRUG FREE WORKPLACE**

Section 1. The City and Union agree that providing a drug-free work place is not only desirable from the perspective of the Employer, but also from the perspective of the employees and citizens of St. Petersburg. Both the Employer and employees are interested in a safe and efficient work force which provides the citizens with the best service possible. The policies and procedures contained in this Article are for the purpose of achieving those goals.

Section 2. Any employee covered by these Bargaining Units will be subject to competent medical examination if there is reasonable suspicion on the part of the employee's immediate supervisor and the Department Director, or his designee, that the employee is using or under the influence of illegal drugs or other controlled substances when taken without a prescription or without being under the care of a physician, while on duty. The City agrees to provide the Union with a list of the Directors and their Department designees.

"Reasonable suspicion" means observable signs that indicate to a reasonable person that an individual is using or under the influence of illegal or controlled substances or alcohol. Examples of observable signs are bloodshot eyes, dilated pupils, slurred speech, lack of coordination, the smell of alcohol about a person, radical mood shifts, possession of drug paraphernalia, and related behavioral patterns. In addition to the physical signs, a supervisor may observe performance problems as well. Anonymous phone calls will not constitute reasonable suspicion. Random testing is to be strictly prohibited under the terms of this Article, except that any employee of this unit who is required to have a Commercial Driver's License (CDL) as a condition of employment shall be subject to random, post-accident, return to work and follow-up alcohol/controlled substance testing under the applicable provisions of the Omnibus Transportation Employee Testing Act as amended and mandated by federal law. Also, unannounced testing will be permitted as detailed in Section 5.

Section 3. The procedure for drug testing will include the following:

- A. A urine sample will be taken at a medical facility licensed by the State of Florida. The sample will be sealed, and chain of custody procedures followed in transporting the sample to the testing facility. The testing will be done at the City's expense and will be conducted by a laboratory licensed by the State of Florida. The initial screening test will be the EMIT test. In the event that the first test is positive (indicates the presence of a drug), a Gas Chromatography/Mass Spectrometry test using the initial sample will be conducted to ensure accurate results.
- B. An employee who is tested on a reasonable suspicion basis will be placed on an administrative leave-with-pay status pending the outcome of the test(s).

Departmental "field calendars" will not reflect an absence due to drug testing in those cases when a test is negative.

- C. If the first test result is negative, a second test will not be conducted and the employee will be returned to work. If the first test is positive and the second test is negative, the employee will be returned to work. In the event either the first or second test is negative, no disciplinary action related to drug use will be taken, and no record will be placed in an employee's file that the drug testing occurred.
- D. When an employee is suspected of using or being under the influence of drugs, as opposed to alcohol, a test will be conducted for the presence of drugs only.

Section 4. Employees suspected of using or being under the influence of alcohol will be subject to undergoing a breathalyzer examination only. This test will be administered by qualified Police Department personnel.

Section 5. An initial probationary employee who tests positive may be terminated at the discretion of the Department Director or designee and no appeal shall be permitted. A classified employee who informs the Director or designee that he will seek assistance for drug/alcohol use or abuse either voluntarily or prior to reasonable suspicion testing will not be disciplined for being under the influence while on duty. Successful completion of an approved rehabilitation program shall result in no disciplinary action against the employee for the first offense only. Any employee who uses this one-time option shall be subject to unannounced testing on duty for a period of one year. The City retains the right to discipline employees for other serious offenses that have been committed. The City will not pursue criminal prosecution as a routine part of its substance testing procedures.

In the event the Employee Assistance Program is no longer offered, the employee must seek, either through self-referral or recommendations of a professional counselor/doctor or counseling service, the assistance of any medical facility or agency (i.e., various hospitals offering dependency programs, PAR, Inc., or similar agency) licensed to provide a comprehensive rehabilitative program(s) for individuals with substance use problems. The rest of this Section would continue to be applicable.

An employee who is tested under the Omnibus Transportation Employee Testing Act and tests positive for alcohol or an illegal substance, must comply with the Department of Transportation (DOT) requirement of utilizing a certified Substance Abuse Professional (SAP) for evaluation, referral, and education or treatment. The employee will be responsible for any cost necessary to comply with the evaluation and treatment regulations, if these costs are not covered by their health insurance plan.

Section 6. In recognition of the importance of having a drug free work force worthy of the respect and trust of the public, the following shall be the policy for employees who are guilty of misconduct related to the use, possession, or sale of drugs:

- A. Employees who sell illegal drugs or controlled substances, either on or off duty, shall be terminated from employment.
- B. Employees who are in possession of or using illegal substances or are consuming alcohol while on duty, including meal and rest periods shall be terminated from employment unless the Department Director can document mitigating circumstances and obtain the approval of the Human Resources Director not to terminate.
- C. With the exception of Police Department employees covered in paragraph F. of this Section, all other employees who are under the influence of illegal substances or alcohol while on duty shall be disciplined in accordance with the City's Code of Conduct, (Group II offense), although other misconduct occurring at the same time may result in more severe discipline, depending upon the nature of the misconduct (an exception to discipline for being under the influence on duty is contained in Section 5.).
- D. Employees who are in possession of illegal substances or drug paraphernalia while off-duty and said possession constitutes a felony, shall be terminated from employment.

Employees who are in possession of illegal substances or drug paraphernalia while off-duty, and said possession constitutes a misdemeanor shall be disciplined (guideline: Group II offense) for the first offense and terminated for the second offense, unless a nexus exists between the employee's position and the drug possession, in which case the employee shall be terminated for the first offense.

- E. The policy contained in the City's Rules and Regulations regarding what occurs in the event an employee who is required to possess a driver's license for his position and who loses his driver's license shall apply for an employee who is driving under the influence off-duty.
- F. Employees covered by this agreement who are employed in the Police Department are required to conform to the standards of that Department due to the sensitive nature and potential liability incurred by employees' use of any controlled substance on or off duty, or being under the influence of alcohol while on duty. Consequently, these employees who are under the influence of illegal substances or alcohol while on duty may be terminated on the first offense. Likewise, these employees who are in possession of illegal substances or drug paraphernalia while off duty, even if said possession constitutes a misdemeanor shall be terminated.

Section 7. An employee who refuses to be tested when so ordered is guilty of insubordination, a Group III offense, and shall be terminated.

Section 8. When an employee requests Union assistance, the City agrees to make a reasonable effort to contact a Union officer, following the chain of command designated on the Union organizational chart. In no instance will the City delay the substance test for more than one-half (1/2) hour, while attempting to contact a Union official.

Section 9. At the time of implementation of this contract all employees shall be put on notice that the City is committed to employing a drug free work force. Said notice will also include encouragement for employees who may have a substance use or abuse problem to seek professional assistance on a confidential basis from the City's Employee Assistance Program or a source of their own choosing. The penalties for both on or off-duty use, possession, or sale of illegal substances, controlled substances, or alcohol contained in this Article shall also be communicated to employees.

Section 10. In the event of invalidation of this Article, or any Section of this Article, both the Employer and the FPSU agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for said Article or Section.

## **ARTICLE 27**

### **SAVINGS CLAUSE**

Section 1. If any Article or Section of this agreement should be found invalid, unlawful, or not enforceable, by reason of any existing or subsequently enacted legislation or by judicial authority, all other Articles and Sections of this agreement shall remain in full force and effect for the duration of this agreement.

Section 2. In the event of invalidation of any Article or Section, both the Employer and FPSU agree to meet within thirty (30) days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

## **ARTICLE 28**

### **ENTIRE AGREEMENT**

Section 1. The parties acknowledge that, during the negotiations which resulted in this agreement, each had the right and opportunity to make proposals with respect to subjects or matters not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of such right and opportunity are set forth in this agreement.

Section 2. The Employer and FPSU, for the duration of this agreement, each voluntarily and unqualifiedly waives the right, and agrees that the other shall not be obliged, to bargain collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, even though such subject matter may not have been within the knowledge or contemplation of either

or both parties at the time that they negotiated this agreement, unless otherwise provided for herein.

## **ARTICLE 29**

### **DURATION**

Section 1. Except as otherwise provided, this agreement shall take effect upon the first payroll start date after ratification by both parties, and shall continue in full force and effect until its expiration date of September 30, 2011.

Section 2. Should either party desire to terminate, change or modify this agreement, it shall notify the other party during the month of March 2011. In the event such notice is given, negotiations for a follow-on labor agreement shall begin not later than May 1, 2011.

**Memorandum of Understanding  
between  
The City of St. Petersburg  
and  
The Florida Public Service Union (FPSU), SEIU:  
(Blue Collar' Unit)**

**RE: Effective Date for the Fiscal Year 2009 General Wage Increase for Blue Collar employees in the 'A' Payroll Group**

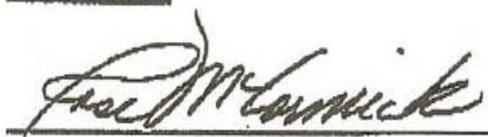
The parties have agreed that, due to the timing of the ratification by the membership and by City Council for a follow on agreement and the mutual desire of the parties to maintain consistency for the employees within the collective bargaining unit, the following shall apply:

The effective date for the provisions in Article 18, Pay, for those employees in Payroll Group 'A', will be the start date of the first pay period of Fiscal Year 2009 which is September 22, 2008, instead of the start date of the first pay period following ratification by the parties.

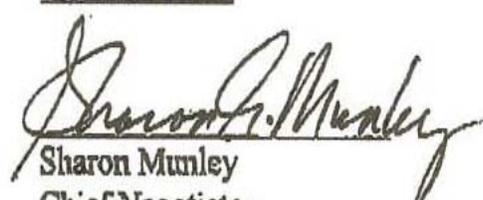
This agreement applies to Article 18, Pay, only and the effective date for all other provisions of the agreement reached will remain the start date of the first pay period following ratification by the parties, which is September 29, 2008.

Signed by the duly authorized representatives of the above referenced parties this 25 day of September, 2008.

For the City

  
\_\_\_\_\_  
Rosemary McCormick  
Labor Relations and Compensation Manager

For the Union

  
\_\_\_\_\_  
Sharon Munley  
Chief Negotiator  
FPSU/SEIU

**Memorandum of Understanding**  
**between**  
**The City of St. Petersburg**  
**and**  
**The Florida Public Service Union (FPSU), SEIU:**  
**('White Collar' Unit)**

**RE: Acting Supervisor Pay for employees in the Parking Enforcement Division of the Billing and Collections Department**

The parties reached an understanding during the recent negotiations that there could be language clarifications that would need to be made as a result of the agreement to combine the terms and conditions for the two FPSU represented bargaining units into one contract book. It was understood that any unintentional omissions or oversights in the contract language would be corrected by the parties in a Memorandum of Understanding.

Accordingly, the parties agree there was no intent to change the provisions of the contract from the following terms contained in Article 18, Pay, Section 6, Acting Supervisor, of the prior "White Collar" collective bargaining agreement for employees in the Parking Enforcement Division of the Billing and Collections Department who are scheduled and assigned extra hours as an acting supervisor, and that these terms will continue to be part of the collective bargaining agreement between the City and the FPSU.

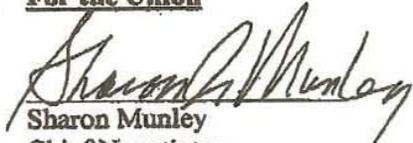
"A full-time employee who is required and assigned by management to serve as an acting supervisor for a minimum of one full shift of at least eight (8) hours shall be compensated for each hour worked in an acting capacity at the same hourly rate of pay he would have received if actually promoted to the supervisory classification, except that employees assigned to the Parking Enforcement Division of the Billing and Collection Department scheduled to work extra hours in addition to their normally scheduled hours of work may receive acting supervisor pay for the hours so assigned, i.e., when working these additional hours, the eight hour minimum does not have to be met."

Signed by the duly authorized representatives of the above referenced parties this 25 day of September, 2008.

**For the City**

  
\_\_\_\_\_  
Rosemary McCormick  
Labor Relations and Compensation Manager

**For the Union**

  
\_\_\_\_\_  
Sharon Munley  
Chief Negotiator  
RDEYI/CEYI

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN THE**

**CITY OF ST. PETERSBURG**

**AND THE**

**NATIONAL CONFERENCE OF FIREMEN & OILERS, LOCAL 1220, SEIU, AFL-CIO**

Re: Temporary Water Reclamation Belt Press Operator

The Public Utilities Department has need from time to time to assign an employee in a classification other than Water Reclamation Belt Press Operator to perform the duties of that classification. Because the duties of the Water Reclamation Belt Press Operator classification are somewhat unique and do not overlap with the duties and responsibilities of other classifications, the parties agree that the following shall apply whenever an employee in a lower paying classification is assigned to fill in and perform the duties for at least one eight (8) hour shift:

When an employee is assigned to and does work out of class for at least one entire shift but no more than thirty (30) calendar days, such employee shall receive pay at either the minimum pay rate of the applicable range or the pay rate which will provide a five (5) percent increase in the pay rate, whichever is greater. If a five (5) percent promotional increase results in an hourly rate between pay steps, where applicable, the employee shall receive the higher step pay.

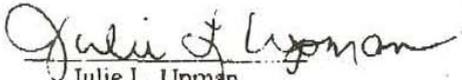
Any assignment with a duration of longer than thirty (30) calendar days will be deemed to be subject to the temporary promotion parameters provided for in the current Rules and Regulations of the Personnel Management System for the City.

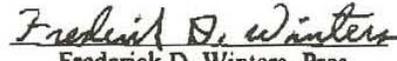
This pay provision shall become effective October 1, 2002.

Agreed to by the duly authorized representatives of the parties this 7th day of November, 2002.

FOR THE CITY

FOR THE UNION

  
Julie L. Upman  
Labor Relations Manager

  
Frederick D. Winters, Pres.  
Natl. Conf. of Firemen & Oilers  
Local 1220

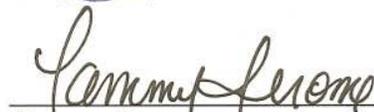
IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized Representatives on this \_\_\_\_ / \_\_\_\_ of October, 2008.

FOR THE CITY

  
\_\_\_\_\_  
Rose McCormick  
Labor Relations and Compensation  
Manager

  
\_\_\_\_\_  
Chris Guella  
Bargaining Team Member

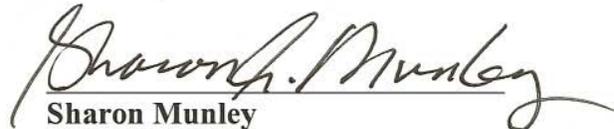
  
\_\_\_\_\_  
Kristen Mory  
Bargaining Team Member

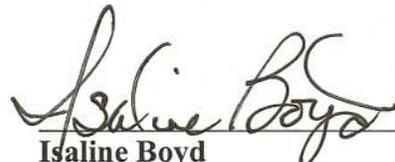
  
\_\_\_\_\_  
Tammy Jerome  
Bargaining Team Member

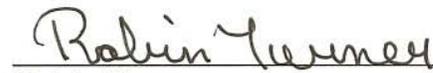
  
\_\_\_\_\_  
Debra Bynum  
Bargaining Team Member

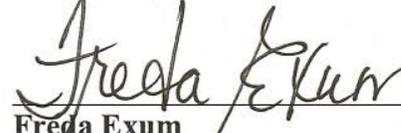
  
\_\_\_\_\_  
Willie Joseph  
Bargaining Team Member

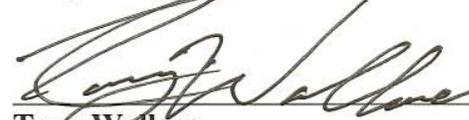
FOR FPSU/SEIU

  
\_\_\_\_\_  
Sharon Munley  
Chief Negotiator

  
\_\_\_\_\_  
Isaline Boyd  
Bargaining Team Member

  
\_\_\_\_\_  
Robin Turner  
Bargaining Team Member

  
\_\_\_\_\_  
Freda Exum  
Bargaining Team Member

  
\_\_\_\_\_  
Tony Wallace  
Bargaining Team Member

  
\_\_\_\_\_  
Andre Allen  
Bargaining Team Member

  
\_\_\_\_\_  
Richard Jager  
Bargaining Team Member