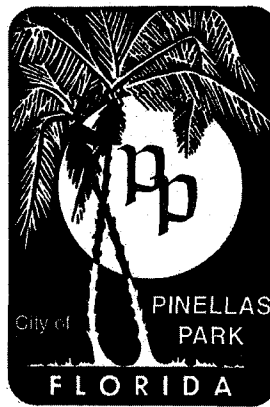


City of
PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

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Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

August 9, 2019

Mr. Minh Huynh
Human Resources Division
City of Pinellas Park
P.O. Box 1100
Pinellas Park, Florida 33780

RE: City Document #19-239
AFSCME Collective Bargaining Agreement

Dear Mr. Huynh:

I have received the proposed amendments to the AFSCME Collective Bargaining Agreement and the corresponding Resolution to adopt the amendments. I would offer the following suggestions:

1. On page 36, since the entire original paragraph C. is being stricken and since in the next paragraph there is a "C." that is underscored and that is being added, I would suggest that the "C." that is to the left of the paragraph that is being stricken, also have a line through it.
2. Similarly, in the next paragraph in which a "C." has been added, I would suggest that there be a hyphen through the "D." to the left of that paragraph, and that the underscored "C." be inserted right after that, in lieu of in the indented portion of the paragraph.
3. As to the next paragraph, I would suggest the same thing, that the "E." be hyphenated out, and that the underscored "D." be inserted immediately after the "E." to show that it will be in the same column as the letters of the paragraphs.
4. Since paragraph "F." is being deleted in its entirety, the letter "F." should also have a hyphen through it so that it is lined out and deleted.



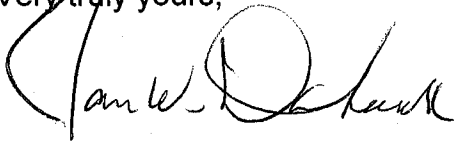
PRINTED ON RECYCLED PAPER

Mr. Minh Huynh
August 9, 2019
Page 2

5. On page 39, I would suggest the same thing. Since the "B." has been stricken in the second paragraph, the "A." that is underscored should come right after the "B." so that it will be clear that it is to be contained in the column containing the letters of the paragraphs.
6. I would also suggest the same thing for the last paragraph on that page, that the letter "B." that is underscored be moved over to come right after the "C." that is stricken.

With consideration of the above suggestions, I would approve of both documents and the appendices as to form and correctness.

Very truly yours,



James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Lisa Hendrickson, Human Resources Administrator

JWD/dh

19-239.08092019.LMH.AFSCME Collective Bargaining Agmt.wpd

RESOLUTION NO. 19-xx

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA ADOPTING A THREE (3) YEAR AGREEMENT BETWEEN THE CITY OF PINELLAS PARK, FLORIDA, AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, LOCAL 762; WHICH AGREEMENT IS FOR THE PERIOD OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2022; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City desires to promote harmonious relations between the City and its employees; and

WHEREAS, the City desires to establish an orderly and peaceful procedure to settle differences which might arise; and

WHEREAS, the City desires to set forth the basic and full Agreement between the City and the American Federation of State, County, and Municipal Employees, Local 762, concerning wages, hours, and other terms and conditions of employment for all employees in the bargaining unit.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF PINELLAS PARK, PINELLAS COUNTY, FLORIDA, AS FOLLOWS:

SECTION ONE: That the proposed Agreement, effective October 1, 2019, through September 30, 2022, between the City of Pinellas Park, Florida, and the American Federation of State, County, and Municipal Employees, Local 762, attached as EXHIBIT "A" and made a part hereof by this reference, is hereby approved.

SECTION TWO: That the provisions of the attached Agreement shall be effective October 1, 2019; providing for a wage increase in accordance with Appendices A-1, A-2, and A-3 for eligible employees for each year of the Agreement; providing for a maximum debit or credit of one percent on the accumulated value of the DROP earnings each quarter; providing for an update to the bargaining unit composition to reflect current classification titles; and providing for changes to other employee rules, policies, compensation, and terms and conditions of employment.

SECTION THREE: That this Resolution shall be in full force and effect immediately after its adoption and approval in the manner provided by law.

ADOPTED THIS _____ DAY OF _____, 2019

AYES:

NAYES:

ABSENT:

ABSTAIN:

APPROVED THIS _____ DAY OF _____, 2019

ATTEST:

Sandra L. Bradbury
MAYOR

Diane M. Corna, MMC
CITY CLERK

American Federation of State, County and Municipal Employees (AFSCME Local 762)
Collective Bargaining Agreement
Proposed Changes for Contract Year 2019 – 2022

Article #	Major Changes
11. Grievance Procedure and Arbitration	Clarifies that a grievance cannot be amended by any party after it is submitted in writing.
14. Hours of Work and Overtime	Employees on standby shall be guaranteed 10 hours of pay at their regular rate for every seven days of standby. An employee on standby that is called in shall be paid for all hours actually worked at the overtime rate of pay.
15. Classification and Reclassification	New job classifications will be discussed to determine if they are covered by the Collective Bargaining Agreement and for PERC filing.
17. Position Vacancies, Appointments, Promotion & Demotion	Allows for the simultaneous internal and external posting of positions in Grades 508 and 509. Allows the extension of a newly hired employee's probationary period by an additional six months, at three month intervals.
18. Wages	Effective with the first day of the pay period that includes October 1, 2019 employees receive a general wage increase of 1.5%. Each employee not at the highest step of their pay grade shall move to the next higher step. In year two employees receive a general wage increase of 1.5%. Each employee not at the highest step of their pay grade shall move to the next higher step. In year three employees receive a general wage increase of 1.5%. Each employee not at the highest step of their pay grade shall move to the next higher step.
19. Pension	DROP earnings or losses will be based on the positive or negative earnings of the fund up to a maximum of one percent (1%) per quarter.
23. Leaves of Absence	The language has been clarified to indicate that employees shall receive a total of 240 hours of leave with pay for military training each calendar year, whether it is for active or inactive duty, in compliance with federal and state law.
34. Duration of Agreement	This is a three (3) year Agreement.
Appendix B	The Employee Grievance Form has been updated to better document dates of delivery and receipt.
Appendix C	The composition of the bargaining unit has been updated to reflect current classification titles.

Appendix A



A G R E E M E N T

Between

THE CITY OF PINELLAS PARK, FLORIDA

and the

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES
(AFSCME Local 762)**

Effective Dates

OCTOBER 1, ~~2016~~2019 TO SEPTEMBER 30, ~~2019~~2022

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ARTICLE 1. PREAMBLE

This Agreement is entered into between the City of Pinellas Park, hereinafter referred to as the City, and Florida Public Employees Council 79, American Federation of State County and Municipal Employees, AFL-CIO, hereinafter referred to as the Union. It is the intent and purpose of this Agreement to assure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstanding or difference which may arise and to set forth herein basic and full Agreement between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment. There is no and shall be no individual arrangements or agreements made covering any part or all of this Agreement which are contrary to the terms herein provided. Amendments to this Agreement may be arrived at by mutual consent of the representatives of both parties and shall be executed by memoranda of understanding as outlined in Article 2 (Contract Constitutes Entire Agreement of Parties).

ARTICLE 2. CONTRACT CONSTITUTES ENTIRE AGREEMENT BETWEEN PARTIES

Section 1. Negotiated Agreement

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

Section 2. Memoranda of Understanding

The City, AFSCME and the bargaining unit members agree that from time to time, issues may arise which are not specifically addressed by this Agreement or on which this Agreement is ambiguous. The bargaining unit employees and the City do hereby designate and vest with their representatives the ability to execute memoranda of understanding addressing such situations or clarifying ambiguous contract language. All such memoranda of understanding shall require the approval of the City Manager. Such memoranda of understanding shall be valid only until the expiration of this agreement. This section shall apply only in the event of consent by both parties and neither party is obligated to agree to execute a memorandum of understanding. In the absence of consent and agreement, Section 1 above shall be controlling, but all parties shall still have those rights and remedies available under this Agreement or as otherwise provided by law.

Section 3. Waiver and Estoppel

The failure of either party to this Agreement to exercise any right or power retained by it pursuant to any federal, state, local law, charter or ordinance will not constitute or be deemed a waiver or estoppel of either party's right to exercise such right or power in the future, unless that exercise would be in direct conflict with any express provision of this Agreement.

Section 4. New City Computer Software

It is understood by the parties that the City has purchased a new enterprise-wide computer software which may have some unanticipated effects on the Public Works Divisions or citywide Human Resources, Payroll, and other operating procedures during the term of this Agreement. Accordingly, the parties agree that should a conflict be created between the operational capabilities of the new software and the terms and conditions set forth in this collective bargaining Agreement that the parties shall meet to work out a mutually agreeable solution to such conflict which will be implemented via a MOU. However, either party may, at any time, request that the collective bargaining process be initiated concerning any software implementation matters which are costly, labor intensive, or burdensome and followed to its conclusion in accordance with Florida Statutes.

ARTICLE 3. RECOGNITION

Section 1. AFSCME as Sole Representative

The City of Pinellas Park recognizes Florida Public Employees Council 79, AFSCME, AFL-CIO, as the exclusive and sole bargaining representative for those employees in the bargaining unit described herein for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment. The bargaining unit is certified by the Public Employees Relations Commission (PERC), Certification Number: 462; Issue Date: June 5, 1979, and any subsequent amendments and clarifications issued by PERC. Appendix C defines the bargaining unit covered by this agreement.

Section 2. City Representative

The Union recognizes that the City Manager is the collective bargaining representative for the units of City Government contained in the bargaining unit. The Union further recognizes its obligation to bargain solely and exclusively with the City Manager or the designee of the City Manager.

Section 3. Applicability of the Agreement

Probationary employees, those employees with less than six (6) months of service, shall be covered under the terms and conditions of employment as set forth in this Agreement or by past practice. In the event of the suspension, demotion, or termination of a probationary employee, the probationary employee is entitled to be accompanied by a Union representative. In no event shall the probationary employee have the right to grieve disciplinary action.

Section 4. Union Spokesperson

It is further understood and agreed that the president of Local 762, Florida Public Employees Council 79, AFSCME, AFL-CIO or a staff representative of AFSCME Council 79 will be the official spokesperson for said Union in any matter between the Union and the public employer. An alternate, if needed, will be either the vice-president of the Union or any of its authorized staff members.

Section 5. Membership Information

The City will make available, where permitted by law, the name, home address, date of hire, telephone number, if listed, division and job classification of all new employees hired in the bargaining unit by the City. The information will be provided quarterly or on special request by the Union.

Section 6. Intent of the Agreement

The City and the Union agree that the basic intent of this Agreement is to provide a fair day's work for a fair day's pay and to provide conditions of employment conducive to an efficient operation of all services provided by the City.

Section 7. Copies for Bargaining Unit Members

The City ~~agrees to provide a copy of~~ shall make this Agreement available, either in electronic and/or hard copy format, to each current member of the bargaining unit and all new bargaining unit members.

ARTICLE 4. ANTI-DISCRIMINATION

Section 1. Protected Employee Categories

The Union and the City agree not to discriminate against employees covered by this Agreement on account of race, religion, creed, color, national origin, sex, age, disability, union membership or non-union membership, or any other employee category protected by federal or Florida statute.

Section 2. Actions Prohibited

The City and the Union agree that no employee covered under the terms of this Agreement shall be intimidated, coerced, restrained, reprimanded, penalized, discriminated against, suffer retaliation or be threatened in any manner because he or she has exercised rights and privileges provided for in the terms of this Agreement which include, but are not limited to, the processing of grievances, and reporting of violations of this article.

Section 3. Reporting Violations

Employees are encouraged to report violations, or alleged violations, of this Article to the immediate supervisor, division director, department administrator, human resources department or the city manager. While complaint resolution is usually most effective when accomplished by the employee and the immediate supervisor, the choice of reporting channel is at the employee's discretion.

ARTICLE 5. UNION SECURITY AND CHECK-OFF

Section 1. Dues Deduction

The City agrees to deduct from the Union membership bi-weekly dues from the pay of those employees, including probationary employees, who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the employer by the Treasurer of the Union. The aggregate deductions of all employees will be remitted together with an itemized statement to the Treasurer bi-weekly after the pay period in which such deductions are made. The City's remittance will be deemed to be correct if the Union does not give written notice to the City within two (2) calendar weeks after remittance is received, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

Section 2. Cost for Service

Prior to remitting to the Treasurer of the Union the aggregate deductions of all employees with the itemized statement, the City will deduct ~~\$40.00~~ \$15.00 monthly as reimbursement for the City's costs in providing Union dues check-off.

Section 3. Hold Harmless

AFSCME 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 and assessments.

Section 4. Initiation or Revocation of Check-off

Upon receiving written authorization from a member of the bargaining unit to initiate or revoke dues check-off, the City will provide a copy of this authorization to the President, AFSCME Local 762. The authorization to initiate or revoke check-off will be effective as soon as reasonably possible.

ARTICLE 6. MANAGEMENT RIGHTS

Section 1. Retention of Rights

Except as expressly abridged by a provision of this Agreement, the City reserves and retains exclusively all of its normal and inherent rights with respect to the management of its government business including employment whether exercised or not, including but not limited to its rights to determine, and from time to time re-determine, the number, location and type of its facilities and operations, and the methods, processes and materials to be employed; to select and direct the working forces in accordance with the requirements determined by management; to create, modify or discontinue job classifications; to subcontract work; to alter or vary past practices; and otherwise to take such measures as management may determine to be necessary to the orderly, efficient and economical operation of its affairs.

Section 2. Transfer of Operations

In addition to the rights listed above, the City retains the right to discontinue its operations in whole or in part and to transfer its work from or to and in whole or in part to any of its facilities or other government or private entities.

Section 3. Notification

When any contracting out will result in a lay-off of regular bargaining unit employees, the City shall notify the Union of its decision to contract out, in writing, at least 90 (ninety days) prior to any lay-off. Within 15 days of such notice, the Union and the City shall convene a meeting of the Labor-Management committee to discuss the decision. Neither party shall construe this meeting as constituting a right to bargain the impact of the decision.

Section 4. Civil Emergencies

If in the sole discretion of the City Manager it is determined that civil emergency conditions exist, including riots, civil disorders, hurricane conditions, similar catastrophes or disorders, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates, overtime and other monetary benefits shall not be suspended and provided further that any disciplinary action taken during such declared emergency shall be grievable at the end of the declared emergency. The City Manager shall provide written notice to the President of AFSCME Local 762 prior to implementing this Section.

Section 5. Right to Grieve not Precluded

The exercise of the aforementioned rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this collective bargaining agreement.

ARTICLE 7. NO STRIKE

Section 1. Union Responsibilities

The Union, its officers, representatives, members and the employees covered by this Agreement shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any of the before mentioned parties take any part in any interruption or interference of a like nature with the work of the City. It is also specifically agreed that the City may discharge or otherwise discipline any employee engaged in said activity and that such discipline or discharge can be subject to the grievance procedure but not taken to arbitration. It is further agreed, and in consideration of the Union's Agreement, that the City shall not, partially or wholly lock out any employees for the duration of this Agreement.

Section 2. Remedy by Restraining Order

For violation of this Article, the parties consent to the entry of a state court consent temporary restraining order without necessary legal notice against the offending party.

Section 3. Remedy by the Court

The parties agree that in the event a breach of the Union's no-strike promise contained in this Article, such breach shall not be referable to the grievance procedure herein, but shall be the subject of a suit or action in state court at the City's discretion.

Section 4. Discussions During a Strike

If a strike occurs in violation of this Article, the City shall not be required to discuss the dispute in question, or any other matter or grievance, while such strike is in effect.

ARTICLE 8. UNION VISITATION AND UNION BUSINESS

Section 1. Duty Time for Grievance Resolution

The Union Steward having jurisdiction over an employee who has filed or wishes to file a grievance with regard to a violation or alleged violation of this Agreement shall, with the approval of the employee's supervisor, be allowed to talk with the employee during on duty hours for a reasonable length of time, up to thirty (30) minutes. In the event the Steward is not available, or in the event of a conflict of interest, the Chief Steward may meet with the employee. The meeting between the aggrieved employee and the Union official shall normally be scheduled so as not to unduly interfere with City operations. Additional time may be granted upon request.

Section 2. AFSCME National Convention

Two Union members who are employees of the City and have been chosen as delegates to attend the National AFSCME Convention will be allowed to take annual vacation for the purpose of the convention provided that the Local President gives the City notice of the date of the convention upon receipt of the Union's Convention Call and that the two employees are not from the same Division.

Section 3. AFSCME State Convention

The City agrees to allow two employees of the City to take annual vacation for the purpose of attending the AFSCME Council 79 State Convention as a delegate providing that the Local President gives the City notice of the date of the convention upon his or her receipt of the Union's Convention Call and that the two employees are not from the same Division.

Section 4. Negotiating Team

The City agrees to provide time off with pay for three (3) employees to act as the negotiating team for AFSCME-AFL-CIO. Employees who are designated as members of the negotiating team will inform their supervisors prior to attending negotiating meetings with those members of the City. Any time spent in negotiations during scheduled work hours will be considered as time worked for all purposes of this Agreement.

Section 5. Long Term Absence for Union Business

One member of the Union elected to a local Union position or selected by the Union to do work which takes him or her from his or her employment, shall, at the request of the Union, receive a leave of absence without pay for a period not to

exceed thirty (30) calendar days or for the term of office or employment, whichever may be shorter. For absences of fourteen (14) days or longer, the employee shall pay the entire cost of insurance coverage for the period of the absence. An employee returning in a timely fashion upon the expiration from an approved leave of absence provided for by this Article will be allowed to return to his or her former position in his or her former classification or a position comparable in duties and pay as soon as possible. An employee exercising this right may not displace or “bump” another employee and shall not be entitled to a noncompetitive promotion.

Section 6. Meetings with Management

The City and the Union agree that from time to time matters may arise that relate neither to the provisions of this Agreement nor to disputes arising out of this Agreement. In such instances, the president of the Union may request a meeting with the appropriate department administrator to discuss these matters. The president of the Union shall provide the administrator an outline of the matters to be discussed prior to the meeting.

ARTICLE 9. UNION STEWARDS AND UNION REPRESENTATIVES

Section 1. Recognition of Union Stewards

The City recognizes and shall deal with the appropriate Chief Union Steward, Union Stewards and any other official listed in Article 3 in all matters relating to this Agreement.

Section 2. Appointment of Stewards

The Union shall arrange, through a procedure set up by the Union, to elect or appoint Union Stewards.

Section 3. Stewards Authorized

The employees covered by this Agreement will be represented by Stewards in the following designated work areas: Water, Sewer, Facilities & Project Management, Fleet Maintenance, Transportation & Stormwater, Recreation, Parks, and any other unit agreed upon between the City and Union.

Section 4. Duty Time for Employee Representation

All Stewards, or any elected officer of Local 762 in the absence of the Steward, will be granted reasonable time off during working hours, as provided for in Article 8, Section 1, to represent employees at grievance meetings and to investigate grievances when necessary, without loss of pay, provided such time off shall be related to grievances or arbitrations arising within the work area which the Steward represents.

Section 5. Notification of Appointment or Change of Union Officials

A written list of Stewards shall be furnished to the City prior to the effective date of their assuming duties of office. The Union shall notify the Human Resources Administrator promptly of any changes of such Union Stewards. No Union Steward, or any elected officer of Local 762 in the absence of the Steward, shall perform any grievance work, investigation or representation, unless the above has been complied with.

ARTICLE 10. BULLETIN BOARDS

Section 1. Space for Bulletin Boards

The Union shall be provided use of a suitable bulletin board space, including one at each location so designated by the appropriate department administrator or his or her designee. The Union may, if it so desires, provide a bulletin board of standard size for its own exclusive use in keeping with the decor of the above locations and with approval of the appropriate department administrator or his or her designee.

Section 2. Purposes of Bulletin Boards

The Union agrees that it shall use space on bulletin boards provided for in Section 1 above only for the following purposes:

- A. Notices of Union meetings.
- B. Union Elections.
- C. Reports of Union Committees.
- D. Recreational and social affairs of the Union.
- E. Notices of public bodies excluding political notices.
- F. Grievances and resolutions of grievances provided that the entire grievance or grievance resolution shall be posted or no part of it shall be posted.

Section 3. Abuses and Remedies

The appropriate City Director or Administrator shall, with prior notice to the President have the right to remove any materials placed on bulletin boards in violation of this agreement. Alleged abuse of the bulletin boards will be a matter for a special meeting or conference between the proper official of the local Union and the City or its designee.

ARTICLE 11. GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Filing and Settlement of Grievances

The City and the Union agree to settle all grievances as quickly as possible. For the purpose of this Agreement, a grievance is defined as a dispute respecting interpretation or application or alleged violation of any of the terms of this Agreement raised by the Union, or any employee covered hereunder. To that extent, the Union and the City agree to meet with the grievant and/or their designated representative at each Step of this grievance procedure. If the employee requests Union representation, the Union Steward having jurisdiction over the employee shall represent the employee at Step 1. At Steps 2 through 4, the employee may request representation by any Union official who is reasonably available.

A grievance, after it is submitted in writing, shall not be amended by either party. For the purpose of this Article, the word party or parties shall mean the City, the Union, and the Grievant.

Grievances, as herein defined, shall be settled in accordance with the following procedure:

- Step 1.** The employee shall report his or her complaint in writing to the division director. If the employee desires, the employee may be accompanied by an elected official of Local 762. A report shall be made within ten (10) working days of the occurrence giving rise to the grievance or within ten (10) working days from the time the matter first became known to the employee or the Union. The employee, the Union Steward if involved, and the immediate supervisor will attempt to dispose of the matter immediately. If no satisfactory disposition has been made within ten (10) working days from the time the matter was reported, then the grievance shall proceed to Step 2.
- Step 2.** If the grievance has not been settled to the employee's satisfaction in Step 1 above, then it shall be presented by him or her, or if the employee chooses, by the Union Steward, Union Representative, or Grievance Committee, to the department administrator or designee, within ten (10) working days after the division director's response is due. The department administrator shall respond to the employee, Union Steward, Union Representative or the Grievance Committee, as may be appropriate in writing within ten (10) working days. If no satisfactory disposition of the grievance has been reached within ten (10) working days of its presentation, then the grievance shall proceed to Step 3.

Step 3. If the grievance still remains unadjusted it may be presented by the employee or if he or she chooses the Union Steward, Union Representative or Grievance Committee to the City Manager in writing within ten (10) working days after the response of the department head is due. The employee or Union shall submit the grievance, on the form included at Appendix B of this contract. The written grievance shall set forth the following:

1. A statement of the grievance and an explanation of the facts upon which it is based.
2. The alleged violation of this Agreement.
3. The remedy or adjustment requested.
4. The signature of the aggrieved employee.

The City Manager or his or her designee shall have the option to meet with the employee and his/her Union Representative. The City Manager will respond in writing to the employee, Union Steward, Union Representative or Grievance Committee with a copy of the response to the local Union President within ten (10) working days.

Step 4. If the grievance is still unsettled, either party may, within ten (10) working days after the reply of the City Manager or designee is due, by written notice to the other, request arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the City and the Union as soon as possible after an arbitrator has been selected. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of (7) arbitrators. This action shall be taken within ten (10) working days by the party requesting arbitration or the grievance shall be considered settled at the last step. The party initiating the arbitration shall strike the first name; the other party shall then strike one name. The process will be repeated and the remaining person shall be the arbitrator.

Section 2. Arbitration

- A. The decision of the Arbitrator shall be final and binding upon both parties, except that either party may petition for review in accordance with applicable law. The Arbitrator shall have no power to amend, add to, ignore, or subtract from the terms of this Agreement in rendering his or her decision and such decision shall be limited to the interpretation and application of the explicit terms of this Agreement. If the City has denied a grievance on the basis that it was not timely filed and processed as required by this Article, and if the Arbitrator finds that the grievance was not timely filed or processed, then the Arbitrator shall have no power to

grant relief. The Arbitrator shall arbitrate solely the issue presented. Unless appealed, the parties will make every effort to implement the Arbitrator's award within thirty (30) days after the award was issued.

- B. Copies of the decision of the Arbitrator made in accordance with the jurisdiction and authority of this Agreement shall be furnished to both parties within thirty (30) calendar days from the date of the hearing, unless extended by the Arbitrator for the filing of briefs.
- C. The cost and expense incurred by the impartial arbitrator shall be shared equally by the parties involved in the arbitration proceedings. If a transcript of the proceeding is requested, then the party so requesting shall pay for it. If an employee is acting independently of and in disregard of the position of the Union in matters relating to arbitration, such employee shall pay the equal share of the arbitrator's costs and expenses with the City. Each party shall be responsible for the cost of their own witnesses and representatives.

Section 3. Grievance Committee

The Union Grievance Committee shall be made up of the Chief Steward, President and Secretary. If the City and the Union desire, the Committee and the City may meet at a mutually convenient time. The purpose of Grievance Committee meetings will be to adjust pending grievances and to discuss procedures for avoiding future grievances.

Section 4. Settlement Without Arbitration

When any grievance is settled short of arbitration the settlement shall be reduced to writing and signed by the City, the Union and the Grievant.

Section 5. Time Limits and Other Provisions

- A. In the event a grievance arises, the employee must submit the grievance to his or her immediate Supervisor/Foreman within ten (10) working days after occurrence giving rise to the grievance. However, if the incident occurred while the employee was on an excused absence and he or she had no knowledge of it until his or her return to work, the ten (10) day period shall begin on his or her first scheduled work day following the return from the absence. In the event that a grievance is not filed within the time limits herein provided, no grievance will be deemed to exist.
- B. A grievance not appealed by the employee from one step to the next within the specified time limits will be considered settled on the basis of the last answer, unless such time limits are extended by mutual agreement. Failure on the part of the City to answer within the time limit

set forth in any step will cause the grievance to advance to the next highest step upon written notice by the grievant or his or her representative.

- C. The Union, with the consent of one or more employees, may take up a dispute or grievance on behalf of and for the protection of the employees they represent. This will be designated as a Class Grievance.
- D. All time limits set forth in this Article may be extended by mutual consent in writing, but if not so extended they must be strictly observed.
- E. Class grievances filed on behalf of the Union, in accordance with this Article except where the problem occurs at a specific level of supervision, will be submitted at the appropriate step.
- F. In computing time limits under this Article, Saturdays, Sundays and holidays shall not be counted.
- G. One (1) representative from the Union who is an employee and the aggrieved employee shall be present at such arbitration hearing without loss of pay for the time spent in arbitration if the hearing is scheduled during the employee's normal work period.
- H. Nothing in the Article will be construed to prevent any employee from presenting, at any time, his or her own grievances, in person or by legal counsel, to the City and having such grievance adjusted without the intervention of the Bargaining Agent, if the adjustment is not inconsistent with the terms of this Agreement, provided the Bargaining Agent has been given reasonable opportunity to be present at any meeting called for a resolution of such grievance.
- I. Any grievance involving the suspension or discharge of an employee shall be initiated at Step 3 of the grievance procedure within ten (10) working days of the date of notice of the suspension or discharge.

ARTICLE 12. LABOR MANAGEMENT MEETINGS

Section 1. Composition

There shall be a labor management committee comprised of at least two (2) representatives of the City and two (2) representatives of the Union. Either management or the Union may invite others to attend meetings with the concurrence of the other party.

Section 2. Meeting Schedule

Meetings of the labor management committee shall be held at least quarterly (during a fiscal year) and shall be scheduled at the request of either party upon ten (10) days notice.

Section 3. Purpose

The sole function of the labor management committee shall be to discuss general matters pertaining to employee relations and departmental operations. Under no circumstances shall the labor management committee engage in collective bargaining or resolution of grievances.

Section 4. Location, Time, Etc.

The time, place and duration of discussion of the labor management committee shall be determined by the City. ~~No meeting shall begin after 11:00 a.m.~~

ARTICLE 13. SENIORITY AND REDUCTION IN FORCE

Section 1. Seniority Defined

- A. City seniority shall mean an employee's continuous full-time or part-time, non-temporary employment with the City. An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, retirement, or leaves of absence unless otherwise provided herein. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.
- B. Classification seniority shall mean continuous service in a particular job class. However, a classification that includes both full-time and part-time positions shall be considered two distinct classifications for the purpose of seniority. Classification seniority shall be broken for the same reasons set forth in paragraph A, above.

Section 2. Layoffs

- A. Whenever a layoff of City employees is necessary, employees shall be laid off in the inverse order of seniority in their current classification. The City will provide the Union a copy of the layoff and displacement plan for review and comments.
- B. No regular employee shall be laid off until all temporary, probationary and casual employees or trainees in a classification, except those employees working under a grant agreement approved by City Council, are first laid off.
- C. In every case of layoff, the City shall give written notice of the layoff and the estimated length of the layoff at least sixty (60) working days prior to the effective date of such action.
- D. An employee laid off from work shall retain and accumulate seniority for a period not to exceed nine months.
- E. Nothing in this Agreement shall be interpreted as requiring the City to layoff from one classification before another. The City retains the unrestricted right to determine the necessity for and the length of any layoff and the classifications, which are to be effected.
- F. In the event of layoff, the Union President, Vice President, Secretary, Treasurer, and Chief Steward shall be laid off last.

Section 3. Displacement in Classification (Bumping)

- A. All regular employees notified of their impending layoff shall have the right to displace (bump) employees in any classification in which the employee previously served, subject to and in accordance with this section.
- B. In the case of any employee with five (5) or more years of continuous service who is to be laid off, he or she shall be entitled to displace any employee with less classification seniority in any equal or lower classification in which the laid off employee served.
- C. In the case of a regular employee with less than five (5) years of continuous service who is to be laid off, he or she may displace any employee with less classification seniority in any equal or lower classification in which the laid off employee served but this provision shall apply only to such equal or lower position within the employee's current Department.
- D. In no event shall this section be read to require the City to create classifications or positions in order to avoid the layoff of employees. In all cases the employee exercising bumping rights must have greater classification seniority in the class into which he or she is bumping than the employee who is to be displaced. No person may bump into a job for which he or she is not qualified.
- E. When an employee exercises bumping rights within the bargaining unit, classification seniority in the class to which the employee is bumping shall include classification seniority in all related higher or equally paid bargaining unit classes in which the employee served.
- F. Any employee going to an equal position classification or lower classification by virtue of layoff shall retain re-employment rights to his or her former position classifications.
- G. An employee who bumps or who is otherwise placed into a position in the same classification level (a lateral bump) shall be placed at his/her then current base wage rate. An employee who bumps or who is otherwise placed into a position having a lower classification level shall be placed at the same percentage within the wage scale in the lower classification as was held in the immediately previous higher classification. However, an employee bumping to a lower classification shall retain their then current base rate of pay for the first 8 payroll periods immediately following placement in the lower classification.

Section 4. Layoff Lists

- A. The names of laid off or bumped employees shall be automatically placed on a regular layoff list for the bargaining unit and classification from which they were laid off or bumped in the order of their classification seniority and shall also be placed on an appropriate re-employment list. In order to remain active on re-employment list, employees will be required to register with the City each month. Registration can be made by telephone, mail or personal contact with the City's Personnel Division. Any employee who fails to stay actively registered with the City while on layoff will automatically be removed from the re-employment list and shall be deemed to have forfeited his or her recall rights.
- B. The failure or refusal to report to work after receiving notice of a recall from layoff shall constitute a forfeiture of re-employment rights and removal of the employee's name from the regular layoff list for the position offered.

Section 5. Recall

Regular employees shall be recalled from layoff in the order in which their names appear on the re-employment list for the class and employment status from which they were laid off or bumped. An employee shall be notified of recall by certified mail (return receipt required) sent to the employee's last known address at least fifteen (15) calendar days prior to the reporting date. The employee shall notify the City by certified mail (return receipt required) within five (5) calendar days of receipt of notification of intent to return to work and shall report for work on the reporting date unless other arrangements are made. It is the employee's responsibility to ensure that the City has his or her current address for purposes of recall notices.

Section 6. Other Transfers

The City agrees that in any transfer of work locations involving employees covered by this Agreement, the City will discuss the transfers with the local Union President unless the transfer is to a like or lower position and is provided as a reasonable accommodation to an otherwise qualified disabled individual, in which case the parties agree that the City shall have no obligation to discuss that fact with the Union. All employees who are transferred to a different work location against their wishes shall be afforded at least ten (10) working days notice prior to the date they are to report to the new work location. This ten (10) working day notice will not apply to an emergency situation.

Section 7. Job Elimination

Employees displaced by the elimination of jobs shall be permitted to exercise bumping rights to the extent and in the manner provided in Section 3 above.

ARTICLE 14. HOURS OF WORK AND OVERTIME

Section 1. Work Schedules (Finance and Public Works Departments)

- A. The normal workweek shall consist of five (5) consecutive workdays in a pre-established work schedule, totaling forty (40) hours. The City shall have the discretion to change the normal work week to four ten (10) hour days for any given bargaining unit position without bargaining, although the Union will be provided with notice of such change at least fourteen (14) calendar days prior to its implementation.
- B. For employees on a five (5) day workweek, the normal workday shall consist of eight (8) consecutive hours of work within a twenty-four (24) hour period, except that they shall be interrupted by a duty free meal period. If a four (4) day workweek is implemented for any employee, the normal workday shall consist of ten (10) consecutive hours of work within a twenty-four (24) hour period, except that they shall be interrupted by a duty free meal period.
- C. A work shift is defined as a regularly recurring eight (8) hour or ten (10) hour period of work with a fixed starting and ending time, exclusive of overtime work.

Section 2. Work Schedules (Recreation Services)

- A. The normal workweek for fulltime employees shall consist of a pre-established work schedule, totaling forty (40) hours. For part-time employees the total number of hours may range from 20 to 35 hours per week.
- B. The normal workday for full-time employees shall consist of eight (8) hours (4 to 8 hours for part-time employees) of work within a twenty-four (24) hour period. A shift of six or more hours shall be interrupted by a duty free meal period.
- C. A work shift is defined as a regularly recurring period of work, in the prescribed length, with a fixed starting and ending time, exclusive of overtime work, not separated by a break of more than one (1) hour.

Section 3. Posting Work Schedules

Work schedules showing the shifts, days and hours of all employees, shall be prepared and posted at least five (5) workdays in advance of their effective dates. Employees may mutually agree to exchange days, shifts, or hours of work with the approval of the Division Director or Manager. At the time of posting, a

copy will be sent to the designated Union Steward. Except for emergency situations, work schedules once posted will not be changed without advance notification and consultation concerning the effects of the change with the Union. However, occasional schedule changes shall be permitted upon mutual agreement between the employee and Division Director or Manager.

Section 4. Shift Assignments

- A. Absent any emergency operating needs of the City, a permanent change in an employee's normal shift assignment shall commence on the first day of the employee's workweek. Except when the City makes shift assignments based on the need to reasonably accommodate a disabled individual or for other legitimate reasons, employees in the same position will be allowed to exercise seniority as defined in Article 13 in shift assignments on a semi-annual basis. The denial of shift preference shall not be subject to arbitration.
- B. Work schedules may be temporarily changed from time to time at the discretion of management to meet the varying conditions of conducting City business. Normally, such changes will be announced at least two (2) workweeks in advance and shall be assigned to a qualified employee in the manner described in Section 4 A., above. For the Finance and Public Works Departments shift changes to accommodate short periods of additional work, for example 8 hours or less, will be avoided.

Section 5. Scheduled Overtime

- A. Scheduled overtime work shall be offered to employees on the basis of seniority and shall be equitably distributed among employees who normally perform such work. All employees shall be placed on an overtime list by classification seniority. Each employee shall thereafter be selected in turn according to his or her place on the classification seniority list.
- B. An employee requesting to be skipped when it becomes his or her turn to work overtime shall not be rescheduled for overtime work until his or her name is reached again in orderly sequence and an appropriate notation shall be made in the overtime roster.
- C. The Union recognizes that work in progress shall be completed by the employee performing the work at the time the determination was made that overtime was necessary.
- D. In the event no employee wishes to perform the required overtime work, the City shall assign the overtime to the employee whose name appears on the list immediately before the last employee to work scheduled overtime.

- E. The overtime roster shall be available for inspection by representatives of the Union at each work location.
- F. An employee skipped or denied an opportunity to work overtime in violation of this Agreement shall be rescheduled for overtime work the next time overtime work is required, in accordance with paragraph A., above. Employees who believe they have been unfairly denied an opportunity to work overtime as set forth in this Section, and who are not properly rescheduled for overtime, may report the matter directly to the department administrator.
- G. Nothing in this section shall be read as negating the authority of the City to require overtime of any employee and, in the event that special skills are necessary for a given task, the City shall have the right to select the employee who in the opinion of the City is qualified to perform that task. The City will explain the special skill requirement when requested. In such events, the City shall not be limited to the overtime list.
- H. Unless there is an extenuating circumstance, no employee will be required to work during normal scheduled days off to make up for lost productivity due to Holidays.

Section 6. Standby Time

It shall be within the authority of the City to determine its needs for standby work, and only if such work is assigned to unit members shall there be any obligation to pay for it. Under no circumstances shall any employee be entitled to work standby in any case except that in which it is assigned by the City. Employees who are on standby at the direction of a supervisor shall be guaranteed ten (10) hours of ~~overtime pay at the rate of one and one-half times~~ their regular rate of pay for every seven (7) days of standby. In the event an employee on standby is called in, he or she shall be paid for all hours actually worked in ~~excess of ten (10) hours~~ at the overtime rate of pay. The responsible division director shall maintain a separate list for Standby Time. In the event that a standby employee needs additional manpower, he or she will contact the manager on duty for the purpose of assigning such work.

Section 7. Emergency Callback

An employee who is called to work outside of his or her regularly scheduled shift shall be paid for the hours worked or a minimum of three (3) hours of work at the rate of time and one-half of the employee's regular straight time hourly rate of pay, whichever is greater. Callback time shall begin when the employee leaves to report to his or her emergency callback assignment. If the callback work assignment and the employee's regular shift overlap, the employee shall be

compensated at the appropriate call time rate of pay until his or her regular shift begins and the regular shift shall continue until the employee's normal quitting time. Any hours compensated at time and one-half pursuant to this section shall not be counted toward the computation of weekly overtime. The responsible division director shall maintain a separate overtime list for emergency call back. Procedures for assignment of overtime under this Section shall be the same as those outlined in Section 5.

Section 8. City Event Work Assignments

It shall be within the authority of the City to determine its needs for City Event Work Assignments. Under no circumstances shall any employee be entitled to work City events in any case except that in which it is assigned by the City. Employees assigned to work a City sponsored and/or community event, outside of his or her regularly scheduled shift, shall be paid overtime pay at the rate of one and one-half times their regular rate of pay for all hours actually worked. The procedures for assignment of overtime under this Section shall be the same as those outlined in Section 5. The responsible division director shall maintain an overtime list.

Section 9. Meal Allowance

In the event of extended work schedules, for example-during a civil emergency, as set forth in Section 4, Article 6, the Department Head may authorize the payment of a twelve dollar meal allowance to employees who work a shift of twelve (12) hours or more, if meals are not provided, ~~by the City.~~

Section 10. Meals and Rest Periods

- A. All employees will be granted a lunch period during each work shift of at least 6 hours. Whenever possible, the lunch period shall be scheduled at the middle of each shift. The meal period will be spent in a location of the employee's choosing. Neither City time nor City equipment shall be used to reach the chosen lunch site or for other personal business.
- B. The City shall make available for employees at or near their workstations soap, waterless soap and, when required by Florida or Federal law, medical soap. When waterless soap is provided, there shall also be provided paper towels or cloth rags for use with the waterless soap.
- C. All employees will be provided a fifteen (15) minute rest period for each half shift or four (4) hours worked. Rest periods may be rescheduled by supervisors when necessary to complete work in progress or deal with an emergency. If an employee is traveling on City business at the time a break or lunch period is allowed by his or her supervisor, then he or she may take his or her break at a store or similar facility, which is convenient

to the route being traveled. Additionally, an employee so situated may use the City vehicle in which he or she is traveling at the time in order to reach the place of the break.

- D. Paid rest periods shall be considered the same as time worked for the purposes of determining when overtime starts. Any employee required to work past his or her eight or ten hour shift shall receive a ten (10) minute paid break before the overtime shift begins.
- E. Nothing contained herein shall be deemed to extend the fifteen (15) minute break and any travel to and from the site of the break must be contained within the fifteen (15) minutes allowed for the break. No employee shall use any vehicle that is not appropriate for general over the road use to take such a break. It is the intention of this part that employees shall not use any vehicle except pickup trucks, utilities trucks and, in very limited circumstances, a light dump truck to take advantage of this provision.

Section 11. Flexible Schedules and Job-Sharing

Full-time employees may be allowed to work a flextime work schedule, under which employee starting and quitting times may vary from facility to facility, department to department, division to division, or employee to employee.

- A. Flextime scheduling must have the prior approval of the Department Administrator or Division Director. An employee who wishes to work a flextime schedule shall submit a request in the format prescribed by the department. The request shall include the basis for the request and the length of time for which the flextime schedule is requested. Additionally, the employee has a duty to notify his or her division director when there is a change in status or circumstances that were the basis for the flextime schedule.
- B. Employees on a flextime schedule are normally permitted to begin their eight-hour workdays anytime daily within two hours of their normally scheduled starting time, on the hour or half-hour, unless otherwise notified by supervision that certain designated hours are required for a given workday. Employees will normally receive a half-hour unpaid lunch hour.
- C. Management will make every effort to accommodate flextime work schedules insofar as it is conducive to effective City operations. However, management reserves the right to determine the applicability of flextime scheduling within departments/divisions. This includes the right to cancel previously approved flextime schedules with 14 calendar days notice.

- D. Part-time employees may be allowed to share a classification as follows:
Two part-time employees perform the duties and essential functions normally associated with those performed by one full-time employee, i.e., job share. Job-sharing may occur in those areas where management deems the best interests of both the City and the employee will be served.

Section 12. Clean Up Period

Public Works employees shall be granted a reasonable, paid personal clean up period, not to exceed fifteen (15) minutes prior to the end of the workday. When employees are required to work overtime, such clean up time shall not commence until after such overtime is worked. Public Works employees shall be granted an additional paid personal clean up period, not to exceed five (5) minutes, prior to the lunch period.

ARTICLE 15. CLASSIFICATION AND RECLASSIFICATION

Section 1. Position Descriptions

The City will provide the Union President with a copy of the job description of each title and any new changes or additions to titles during the Agreement period covered for which such description exists. Each employee in the bargaining unit shall be permitted by the City to have access to examine his or her job description.

Section 2. New Jobs

The City will notify the Union in writing of all new jobs created in the bargaining unit. The new classification shall be discussed in order to determine if the classification shall be covered by the Collective Bargaining Agreement and for the appropriate PERC filing for Unit Clarification.

ARTICLE 16. OUT OF CLASSIFICATION WORK

Section 1. Assigned Duties

Employees shall generally be required only to perform duties appropriate to their classification, but it is understood that employees may, from time to time, be required to perform some work outside of their classification; but such occasions shall not be frequent or continually reoccurring.

Section 2. Work in a Lower Classification

While an employee is temporarily performing the duties of a position classified in a grade lower than that in which the employee performs his or her regular duties, he or she shall be compensated at his or her regular rate of pay as if performing his or her regular duties.

Section 3. Work in a Higher Classification

Any employee who is assigned to a position in a higher grade or higher supervisory classification shall receive ten percent (10%) assignment pay for each hour they are working in the higher grade (or supervisory classification).

Section 4. Special Construction Projects

The City Manager at his/her discretion may approve a temporary assignment pay of ten percent (10%) increase over the base hourly wages for an employee who is assigned to perform work of more than 4 hours duration outside of their regular classification for special construction projects. Special construction projects shall be defined and approved at the sole discretion of the City Manager.

Section 5. Overtime Compensation

- A. An employee who performs overtime work in a higher classification shall have overtime compensation computed with the assignment pay.
- B. An employee who performs overtime work in a lower classification shall have overtime compensation computed at the employee's regular rate of compensation.

Section 6. Vacant Positions

- A. The City shall attempt to fill all vacant positions as outlined in Section 1, Article 17 and subject to the provisions of Section 2, Article 6 of this Agreement.

- B. In the event of a vacancy in a position covered by this Agreement the City may temporarily assign another qualified City employee, whether or not a member of the bargaining unit, to perform the duties of the vacant position. Such temporary assignments shall be short term, normally not to exceed three pay periods. However, in no instance shall this provision be construed to require the City to cease operations or limit services.

ARTICLE 17. POSITION VACANCIES, APPOINTMENTS, PROMOTION & DEMOTION

Section 1. Vacancy Announcements

Position vacancies will be posted in accordance with the *City's Personnel and Safety Rules and Regulations*. ~~However, e~~Classifications covered by this Agreement shall be announced in-house for a period of five days. To assist with the recruiting, positions in Grades 508 and 509 will be announced both internally and externally simultaneously.

Section 2. Appointment and Probationary Periods

- A. Newly hired employees shall serve a probationary period of six months from the date of their appointment. During the probationary period, new employees are "at will" and shall not be covered by the terms and conditions of this Agreement except as expressly provided for in this or other articles. The probationary period may be extended up to an additional six (6) months, at three (3) month intervals, to allow for further observation of an employee. All newly hired probationary employees who have their probationary periods extended do not receive their vacation time, and do not have rights of appeal for disciplinary action/discharge, etc., until they have completed the extended period. Such an extension shall not be arbitrarily denied by the Union.
 - 1. Newly hired employees serving an initial probationary period shall not be eligible to apply for position vacancies covered by this Agreement during the in-house announcement period.
 - 2. Employees serving an initial probationary period may apply for position vacancies announced for external recruitment. If selected for promotion or reclassification to another position, the employee shall serve an additional ninety-day probationary period. This additional period shall run consecutively with the initial probationary period. As an exception to this requirement, employees whose promotion or reclassification only represents a change in status (i.e. full-time to part-time or vice versa) shall not serve an additional probationary period.
- B. Regular employees who have completed an initial probationary period and who are selected for promotion or reclassification shall serve a ninety-day probationary period from the date of appointment to the new position.

Section 3. Selection and Promotion

- A. Qualifications for any announced vacancy shall be those listed in the job description on file in the Human Resources Department for the classification. The division director responsible for hiring may waive one or more of the qualifications if no fully qualified candidates apply for the vacancy. Similarly, the hiring official may reject all unqualified candidates and continue recruiting efforts.
- B. The City and the Union agree that the objective of the selection and promotion process is to place the most qualified candidates into all position vacancies that occur. To that end, hiring officials will use one or more of the following methods of selecting the best-qualified applicant to fill an announced vacancy:
 - 1. Review of the employee's work history as it relates to the announced vacancy. For internal candidates, this may include performance appraisals, disciplinary actions (only those that occurred within the past two years), training and education. For external applicants, this will include the job application, reference checks and interviews with previous employers.
 - 2. A written examination that is job related.
 - 3. A performance test that is job related. When a performance test is used, the City shall furnish two evaluators and the Union has the right to have an official present in the capacity of an observer. The Union official shall not interfere with testing.
 - 4. An interview that focuses on the candidate's job skills, performance in a similar or related position in the past and potential to perform in the announced vacancy.
- C. All tests and interviews shall be scheduled during normal business hours. Applicants, who are bargaining unit employees, shall be in a pay status for testing and interviews.

Section 4. Effects of a Promotion

An employee who is selected for promotion, defined as advancement to a classification with a higher pay grade, shall be assigned a new Evaluation Date and Classification Seniority date equal to the effective date of promotion. The employee shall then be placed in the step in the new pay grade that provides closest to a 5.0% pay increase. However, the total pay increase shall not cause the employee's pay to be below the minimum or above the maximum for the new pay grade.

Section 5. Effects of a Demotion

- A. An employee who applies for and is selected for a position in lower pay grade (a demotion) shall be placed in the same pay percentile within the lower pay grade as he or she occupied in the higher pay grade. Both the employee's Evaluation Date and the Classification Seniority date shall be the effective date of the demotion. A demotion shall not result in:
 - 1. A pay increase.
 - 2. A rate of pay that is above the maximum for the new pay range.
 - 3. A rate of pay that is below the minimum for the new pay range.
- B. Bargaining unit employees who are promoted and who do not successfully complete the required probationary period shall be restored to their former position and classification, provided a vacancy exists or, if no vacancy exists, exercise bumping rights with respect to his or her former position. In such instances, the employee's pay rate shall be equal to the pay rate he or she would have been receiving had he or she not been promoted. This provision shall not limit the City's right to administer discipline as prescribed elsewhere in this agreement and the City Personnel and Safety Rules and Regulations.

ARTICLE 18. WAGES

Section 1. Wage Policy

Employees shall be paid wages in accordance with the step plan set forth in Appendices A -1, A-2, and A-3 of this Agreement.

- A. Employees whose hourly rate is the maximum or above, shall not be eligible for any increase in their hourly rate.
- B. No employee shall be below the minimum or above the maximum of the pay range.
- C. Any increase in pay set forth in this Article shall not continue as a *status quo benefit* after the expiration of this contract.
- D. Pay increases set forth in this Article shall become effective on the first day of the pay period which includes October 1, ~~2016~~ 2019 or that immediately follows the date this Agreement is ratified by City Council, whichever is later.

Section 2. Step Pay Plan

- A. The minimum pay for any employee is the hourly rate for ~~Step A~~ Step 1 for his or her pay grade. Employees whose hourly rate of pay is at or above the rate of pay designated for the highest step of their pay grade shall retain their current hourly rate.
- B. Effective with the first day of the pay period which includes October 1, ~~2016~~ 2019 (or) which immediately follows the date this Agreement is ratified by City Council (whichever is later), each employee shall be moved to the next higher step as set forth in Appendix A-1 and receive a corresponding increase in his or her hourly wage rate. ~~remain or be placed in the step set forth in Appendix A-1(a) for his or her current grade and step.~~
- C. The hourly rates of pay in Appendix A-1 ~~correlate with the steps in Appendix A-1(a) and represent the rates~~ a one and one half percent (1.5%) increase at Step 1 over the rates in effect for September 30, ~~2019~~ 2016, with 2.5% between steps, rounded to four decimal places and adjusted to maintain the internal integrity of the pay plan.
- D. ~~Employees who are then currently already at the top step of the pay plan shall receive a lump sum payout of 2.5% of their base hourly wage which was in effect as of the last day of the then previous payroll period.~~

Section 3. Wages for Years Two (2) and Three (3)

- A. In year two (2) of this Agreement (effective with the first day of the pay period that includes October 1, ~~2020~~ 2017) the hourly wage rates set forth in Appendix A-2 represents ~~a .50%~~ a one and one half percent (1.5%) general wage increase at ~~Step A~~ Step 1 over the rates in effect for September 30, ~~2016~~ 2020 with 2.5% between steps, rounded to four decimal places and adjusted to maintain the internal integrity of the pay plan.
- B. In year two (2) each employee shall be moved to the next higher step as set forth in Appendix A-2 and receive a corresponding increase in his/her hourly wage rate. ~~remain or be placed in the step set forth in Appendix A-1(a) for his or her current grade and step. The hourly rates of pay in Appendix A-2 correlate with the steps in Appendix A-1(a) in year two (2) of this Agreement.~~
- ~~C.~~ In year two (2) employees who are then currently already at the top step of the pay plan shall receive a lump sum payout of 2.5% of their base hourly wage which was in effect as of the last day of the then previous payroll period.
- ~~D.C.~~ In year three (3) of this Agreement (effective with the first day of the pay period that includes October 1, ~~2021~~ 2018) the hourly wage rates set forth in Appendix A-3 represent ~~a .75%~~ a one and one half percent (1.5%) general wage increase at ~~Step A~~ Step 1 over the rates in effect for September 30, ~~2021~~ 2017 with 2.5% between steps, rounded to four decimal places and adjusted to maintain the internal integrity of the pay plan.
- ~~E.D.~~ Each employee shall be moved to the next higher step as set forth in Appendix A-3 and receive a corresponding increase in his or her hourly wage rate.
- ~~F.~~ In year three (3) employees who are then currently already at the top step of the pay plan shall receive a lump sum payout of 2.5% of their base hourly wage which was in effect as of the last day of the then previous payroll period.

Section 4. Shift Differential

- A. An employee who is assigned and actually works a schedule that begins after 12:59 p.m. and ends on or after 6:00 p.m. shall receive a shift differential equal to four (4) percent of his or her base pay.
- B. An employee who is assigned and actually works a schedule that begins after 5:59 p.m. and ends on or after 12:00 a.m. shall receive a shift differential equal to six (6) percent of his or her base pay.
- C. No employee shall be entitled to receive shift differential while not assigned and actually working on the shift for which the differential is paid.
- D. No employee shall be entitled to the shift differential set forth in this Section for hours which standby or call back pay is paid.

Section 5. Overtime

Time actually worked in excess of forty hours in a workweek shall be compensated at one and one half times the employee's regular rate of pay as defined by the Fair Labor Standards Act (FLSA).

- A. For the purpose of computing overtime entitlement, holidays, personal days, and vacation time shall not be counted as hours worked. No other paid but un-worked hours shall be included in the calculation of the entitlement to overtime. Similarly, hours already paid at the premium rate of 1.5 times the employee's regular rate (for example, Call Back hours, Standby, and Event Work Assignments) shall be excluded.
- B. In the event the City Manager determines that a civil emergency exists, as set forth in Section 4, Article 6 of this Agreement, all hours an employee works outside his or her normal shift assignment during the period of the civil emergency shall be paid at the overtime rate.

Section 6. Holiday Pay

- A. Full-time employees shall be paid eight hours for each of the observed holidays listed in Article 22. A full-time employee who works on an observed holiday shall receive his or her regular pay plus holiday pay.
- B. If a holiday falls on a part-time employee's scheduled workday, the employee shall be paid holiday pay for the number of hours in the following chart based on their part-time category as indicated in the AS400 Employee Master File:
 1. 20-29 scheduled hours per week = 4 hours of paid holiday time.
 2. 30-35 scheduled hours per week = 6 hours of paid holiday time.

If a holiday falls on a part-time employee's regular day off, the employee shall be paid holiday pay for the number of hours as outlined in the chart above. A part-time employee who works on an observed holiday shall receive his or her regular pay plus holiday pay.

- C. If a holiday is observed on a day when an employee is on vacation, he or she shall be paid for the un-worked holiday and will not be charged for the paid leave.

Section 7. New Hires

All newly hired Full-Time employees, covered by this Agreement, shall meet the minimum qualifications prescribed by the respective department(s). Pay for new hires shall be as follows:

- A. Full-Time employees hired by the respective department who meet the minimum qualifications shall be placed in ~~the~~ A Step 1 of the pay plan.
- B. Full-Time employees hired by the respective department who exceed the minimum qualifications and/or have prior experience, may be placed in a higher step consistent with their experience.
- C. Authority to approve placement above the bottom step, as described in this Section, rests solely with the City Manager.
- D. Should the Union identify misuse of this section the Union shall meet with Department Administration to discuss.

ARTICLE 19. PENSION

Section 1. Eligibility

Eligibility requirements for the City's retirement system are codified in Chapter 17, City Code of Ordinances. Participation in the retirement system is compulsory for all eligible bargaining unit members.

Section 2. Communications with the Board of Trustees

The City recognizes the right of bargaining unit members, who are also active members of the pension plan, to make suggestions regarding administration of the system to their elected member of the Board of Trustees.

Section 3. Plan Changes

The City shall, effective not later than the beginning of the payroll period which includes October 1, ~~2016~~ 2019, or as soon thereafter as is reasonably possible, amend Chapter 17, City Code of Ordinances as it pertains to the General Employees' Pension Fund to accomplish the following:

- A. ~~Members who are eligible for Normal Retirement entering the DROP on or after October 1, 2014 shall be allowed to participate in the DROP Program for a maximum DROP calculation period of three years. This provision does not affect members who were eligible for normal retirement as of September 30, 2011 and who are instead governed by Section 17-230 paragraph J of the Code of Ordinances.~~
- B.A. Members who are eligible for Normal Retirement entering the DROP Program on or after ~~October 1, 2014~~ October 1, 2019, or who are currently in DROP and remain employed on or after October 1, 2019 shall have the accumulated value of their DROP balance debited or credited, as the case may be, in an amount equal to the net return experienced by the Fund, with a maximum debit or credit of ~~.75~~ one percent (1%) quarterly, with such returns to be computed quarterly. This provision does not affect members who were eligible for normal retirement as of September 30, 2011 and who are instead governed by Section 17-230 paragraph J of the Code of Ordinances.
- G.B. The parties agree that if any portion of these changes are determined to be in violation of federal state or local laws or other regulatory rules, that the City may reopen the pension article in its entirety for renegotiation.

ARTICLE 20. INSURANCE

Section 1. Insurance Coverage

The City agrees to continue to provide, during the term of this Agreement, group health insurance, either through an insurance carrier or self insurance, and some type of employee assistance program. The parties agree that the City will have the unilateral right to determine the plan administrator, carrier, deductible, and other terms and conditions of the health insurance policy or employee assistance program to be purchased for employees at the City's expense. The parties further acknowledge that from time to time it may be necessary for the City to alter the terms and conditions of such policies, including but not limited to the deductible, the carrier, the plan administrator and particular coverages. However, the City will, before any change is deemed appropriate, consult the Union prior to making its decision, not to bargain, but to inform the Union of its intention and to solicit suggestions from the Union.

Section 2. Payment of Premiums

- A. The entire cost of the Employee Assistance Program shall be borne by the City. Employees shall become eligible for coverage under the City's group insurance plans on the first day of the month following the month in which they complete 60 days of City service.
- B. For the period of April 1, ~~2016~~ 2019 through March 31, ~~2017~~ 2020, the monthly contribution rates for the purchase of City-sponsored group health insurance for Full-Time employees shall be as set forth below:

Tier	City	Employee
Employee Only	\$ 527.96 <u>614.14</u>	\$ 80.99 <u>99.98</u>
Employee Plus One	\$ 1,054.84 <u>1,219.40</u>	\$ 228.89 <u>286.03</u>
Employee Plus Family	\$ 1,462.37 <u>1,707.03</u>	\$ 334.69 <u>400.41</u>

- C. For health insurance for Part-Time employees it is agreed that in order to provide the flexibility needed to comply with the current and any future mandates of the PPACA and other state and/or federal regulatory laws or rules in a cost-effective and responsible manner, health insurance and contribution rates for employees who hold part time positions (as same are defined by the City) are subject to adjustment by the City. However, the City shall, before any change is deemed appropriate, inform the Union of its intention and to solicit suggestions. The Union agrees not to refute such changes which are viable and reasonable.

- D. The City shall purchase and maintain in force during the course of this contract, a life insurance policy for each employee equal to the employee's annual base pay, except that the value of the policy shall not exceed fifty thousand dollars (\$50,000).

ARTICLE 21. COMMITTEES, UNIFORMS AND RECREATION FACILITIES

Section 1. Committees

- A. The Union may request representation on any committee or panel established by the City for the purpose of selecting a consultant who will review the compensation and benefits for members of the bargaining unit.
- B. The Union is entitled to name, from its membership, a representative to each of the City boards and committees listed below. The method of selecting representatives shall be at the discretion of the Union. However, representatives shall be selected in such a way that no single employee serves on more than one board or committee. Further, no more than one employee per division may be named as a representative. Service on these boards and committees shall be beyond the scope of the representative's normal duties and is on a volunteer basis. Service shall not result in entitlement to additional pay, allowances or overtime.
 - 1. General Employees Pension Board of Trustees.
 - 2. Employee Benefit Committee.
 - 3. Any standing committee established by the Risk Management Division for the purpose of reviewing employee health insurance benefits and policies.
 - 4. In the event other citywide committees or boards are established during the term of this Agreement, management shall consider AFSCME membership, where appropriate.
- C. The City Safety Committee shall be comprised of eight regular members and a chairperson, or an amount as otherwise provided for in Administrative Regulations.
 - 1. The Union shall be entitled to name a member of the bargaining unit, with the concurrence of the Risk Management Director but such concurrence shall not be unreasonably withheld, to serve on the City Safety Committee.
 - 2. Selection as a member of the Safety Committee shall be based on the nominee's experience, specialized knowledge, or demonstrated proficiency in one or more of the following areas: occupational safety, fleet safety, administrative practices, materiel handling, chemical safety, public utilities, engineering, building maintenance or roadway maintenance.

Section 2. Recreation Employee Uniforms

- A. Members of the bargaining unit in the classifications of Recreation Assistant and Senior Recreation Assistant who are hired on or after the effective date of this Agreement shall be issued City uniforms as follows:
 - 1. Recreation Center employees shall receive a minimum of seven Recreation Division T-shirts. Temporary seasonal Recreation Center employees shall receive five T-shirts.
 - 2. Swimming Pool employees shall receive a swimsuit, two pairs of shorts and three T-shirts.
- B. Footwear and pants (slacks or shorts) shall be purchased by the employee and shall conform to the style and design approved by the respective Recreation Center Manager.
- C. Bargaining unit employees in the classifications of Parks Maintenance Workers and Senior Parks Maintenance Workers shall receive the same uniform issue as Public Works employees (Section 4, below).

Section 3. Finance Department Employee Uniforms

Employees in the classification of Meter Reader hired on or after the effective date of this Agreement shall receive:

- A. Five pair of pants (either shorts or slacks, at the employee's option).
- B. Five T-shirts.
- C. Safety Shoes.
- D. Rain Jacket.
- E. Windbreaker.
- F. Winter Jacket.
- G. Baseball cap with the City logo.

Section 4. Public Works Employee Uniforms

Employees hired on or after the effective date of this Agreement shall receive one baseball cap with the City logo, five pair of pants, two button-up shirts, two T-

shirts, six additional shirts, either button-up or T-shirts (of the employee's choice) and one pair of safety shoes or boots. The following additional uniform items will be furnished to employees in selected classifications, where appropriate:

- A. Rain protective outerwear.
- B. Steel toed rubber boots.
- C. Windbreaker.
- D. Winter jacket or coat.
- E. Coveralls.

Section 5. Replacement of Uniforms

The City will replace all uniform items that are damaged or worn out in the course of employee's employment with the City. The City will not replace uniform items unless the old uniform items are turned in by the employee, except that employees may retain City issued boots. The City reserves the right to repair rather than replace uniform items. All replacements will be made within thirty (30) days under normal circumstances.

Section 6. Additional or Substitute Uniform Items

During the period of this Agreement, the respective department administrator may add or substitute uniform items for those listed above. Additional or substituted uniform items may be issued to all employees or only to those employees for whom issue is appropriate, based on assigned duties. Substitute uniform items shall be of good quality and suited to expected working conditions.

Section 7. Eating Facilities and Restrooms

- A. The City shall provide adequate eating space and sanitary facilities at all permanent locations, which will be properly heated and ventilated. Temporary facilities, such as tool, equipment and storage areas, not intended for full-time and regular use, will not be considered permanent, even if in use for extended periods of time.
- B. Vending machines for beverages and snacks will, when feasible in the opinion of the City, be provided at sites where meal facilities are not available at all times.

Section 8. City Recreation Facilities

- A. The City shall provide free admission to the City Pool for employees, their spouses and any children living in the same household. Such admission shall be free seven days a week, when the pool is open, except for organized programs or classes held at the pool, which shall be available to employees to the same extent as the public.
- B. Employees may obtain, at no cost, membership cards for the Forbes and Broderick Park recreation centers. Membership shall entitle employees to use these facilities, except for special programs, free of charge. Spouses and children of an employee who live in the employee's household shall be entitled to join recreation centers on the same basis as citizens.

ARTICLE 22. HOLIDAYS AND VACATION

Section 1. Holidays

Except for employees assigned to shifts, or for bona fide emergency situations, work on holidays will be voluntary whenever possible.

- A. Employees in the bargaining unit will observe the following days as paid holidays:

New Year's Day
Martin Luther King's Birthday
Memorial Day
Independence Day
Labor Day
Veteran's Day (November 11th)
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Eve
Christmas Day

- B. Whenever any of the holidays listed above falls on a Saturday, the preceding Friday shall be observed as a holiday. Whenever any of the holidays listed above falls on a Sunday, the succeeding Monday will be observed as the holiday.

Section 2. Personal Time

On the first day of the pay period which includes October 1st of each year full-time employees will be credited with three eight-hour Personal Days. Personal Days for part-time employees shall be pro-rated based on their scheduled hours of work.

- A. Personal Days shall not accrue, that is, days not taken by the last day of the pay period, immediately prior to the pay period which includes October 1st September 30 of each year shall not be carried forward to the next year. Additionally, Personal Days shall not be subject to cash payout, conversion to annual or sick leave.
- B. Personal Days shall be paid at the rate of 8 hours at the employee's base pay rate.
- C. Personal Days shall be subject to the same scheduling procedures as vacation.

- D. Employees hired after October 1st of each year shall be credited with Personal Days as follows:

Hire Month	Personal Days
October through December	3
January through March	2
April through June	1
After June	None

Section 3. Vacation Accrual

On the ~~pay period that includes the~~ 15th of the month the City agrees to provide employees with a vacation plan as set forth below.

- A. Employees shall begin earning vacation credits on their first day in pay status. Upon completion of six (6) months of service, full-time employees shall be credited with the appropriate amount of earned vacation hours (accrual rate x 6 months) as indicated in the vacation accrual rate table below. Part-time employees shall be credited with a pro-rated amount of vacation based on the number of scheduled work hours. The vacation accrual schedule for regular full-time employees is as follows (vacation for regular part-time employees shall be pro-rated):

Vacation Accrual Rates

Years of Service	Monthly Accrual (Hrs)	Annual Accrual (Hrs)
0-5	8.34	100.08
6	9.01	108.12
7	9.67	116.04
8	10.51	126.12
9	11.17	134.04
10 to 14	12.01	144.12
15 to 19	13.34	160.08
20 or more	15.34	184.08

- B. Each employee will be allowed, provided that sufficient hours are accrued, to take at least two consecutive weeks of vacation during the calendar year. Each Division Director will develop and post a vacation schedule as early as possible in the leave year. If the operations would suffer by scheduling all requests during a given period of time, a schedule will be worked out with all conflicts to be resolved by the application of seniority. Every reasonable effort will be made by the City to schedule employee

vacations at a time agreeable to the employee insofar as adequate scheduling of the work unit permits and vacation requests will not be denied solely because of the season of the year. After vacations are posted, no changes will be made unless mutually agreed or an emergency arises.

- C. An employee shall submit to his or her supervisor, on a form furnished by the City, written requests for vacation at least three (3) working days in advance of the requested vacation. The day on which the form is submitted shall be counted as the first day of the three day advanced notice period provided that the form was submitted prior to noon. Should circumstances arise that warrant unscheduled vacation, the respective division director may waive this requirement.
- D. The supervisor shall respond to all vacation requests promptly and shall answer all written requests in writing.
- E. Should an employee become ill or disabled while on vacation, vacation leave will be changed to sick leave, effective the date of the illness or disability, upon notice to the employee's Division Director. The City will have the right to require a medical substantiation of the illness or disability.
- F. Full-time employees will be permitted to accrue up to a maximum of two hundred and forty (240) hours of vacation time. All hours in excess of the maximum two hundred (240) hours will be forfeited. Since vacation time is accrued on the 15th of each month, for employees who are approaching the maximum balance, time shall be scheduled off in accordance with the provisions of Section 3C and taken in the pay period prior to the pay period that includes the 15th. Hours used during the pay period which includes the 15th of the month will not reduce the balance before the new accrual is earned.
- G. Any employee separated from his or her job will be compensated at his or her current rate of pay for a maximum of up to 200 hours of vacation leave to his or her credit at the time of separation. All accumulated vacation credits (up to 200 hours) will be paid to the estate of an employee in the event of his or her death.

ARTICLE 23. LEAVES OF ABSENCE

Section 1. Application for Leave

All requests for a leave of absence will be submitted in writing by the employee to the employee's Division Director. All requests for leave shall be submitted as soon as the need for such leave is known. The request shall state the reason for the anticipated duration of the leave of absence.

Section 2. Authorization for Leave

Authorization for or denial of a leave of absence will be furnished to the employee in writing by the Division Director. All requests for a leave of absence will be considered by the Division Director in three (3) working days. No leave of absence request will be unreasonably denied. Authority to approve leaves of absence of thirty (30) days or more rests with the City Manager.

Section 3. Paid Leaves of Absence

A. Bereavement and Funeral Leave

All regular full-time employees may be granted bereavement or funeral leave, as outlined below, upon the death of an immediate family member or relative as defined in this Section.

1. Bereavement Leave: For the death of an immediate family member the employee shall be granted up to a total of forty (40) hours of paid bereavement leave, whether the death occurred in-state or out-of-state.
 - a. All bereavement leave must be taken on consecutive scheduled duty days and completed within fifteen (15) days of the date of death.
 - b. Immediate family member is defined as an employee's spouse or domestic partner, child (including step or adopted), parent (including a step parent or person who served in loco parentis prior to the employee's eighteenth birthday) or sibling (including step, half or adopted).
 - c. The term domestic partner as used in this Article means a person with whom the employee has shared a primary residence continuously for at least the past six months and who is not related by blood; who is not legally married to another person; and who has entered into a relationship with

the employee which is the functional equivalent of marriage (ie. intimacy, fidelity, mutual support, joint responsibility for each other's welfare and the necessities of life).

2. Funeral Leave: For the in-state death of a relative the employee shall be granted up to a total of twenty-four (24) hours of paid funeral leave in order to prepare for and attend the funeral or memorial service. For the out-of-state death of a relative the employee shall be granted up to a total of forty (40) hours of paid funeral leave to travel, prepare for and attend the funeral or memorial service.
 - a. Funeral leave must be taken on consecutive scheduled duty days, completed within fifteen (15) days of the date of death, and at least one day must be the day of the funeral or memorial service.
 - b. If the employee does not attend the funeral or memorial service, the paid funeral leave benefit is not applicable. Paid bereavement leave may not be taken for a relative.
 - c. Relative is defined as the employee's grandchild, parents-in-law, grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunts, uncles, nieces, and nephews.
3. Before compensation for bereavement or funeral leave can be approved, the employee shall properly complete the appropriate leave request form and attach proof of the death. Such proof shall be in the form of a newspaper source, Certificate of Death, or other certification by a competent professional source. In the case of funeral leave in excess of 24 hours for the death of an out-of-state relative, proof of out of state travel is also required.
4. Employees who work a ten (10) hour schedule may request permission to utilize accrued compensatory, stored holiday, personal or vacation hours if additional time off is needed.
5. If the death of a person listed in this Article, occurs while the employee is on vacation, the appropriate number of vacation days may be converted to bereavement or funeral leave if requested by the employee and the necessary documentation is provided.

B. Military Leave

It is the intent of this Section to provide City employees with the entitlements and protections required by Florida Statutes and the

Uniformed Services Employment and Reemployment Rights Act (USERRA) regarding leaves of absence for military training and active duty assignments.

1. Employees covered by this Agreement who are commissioned Reserve Officers or Reserve enlisted personnel in the United States military or naval service or members of the Florida National Guard shall be entitled to leave of absence from their respective duties for such time as they are ordered to military service or field training in accordance with state and federal statute as follows: in an inactive status for a maximum of 240 working hours in any one calendar year.
 - a. Periods of active or inactive duty for training, for up to 240 working hours during a calendar year, shall be without loss of pay or benefits. One day shall mean a regularly scheduled shift of 12 hours or less. Employees who are required to attend additional military training may be granted up to three days of additional paid time off per occurrence at the sole discretion of the Department Head. Employees who voluntarily attend additional military training shall not be granted paid leave in excess of the 240 working hours.
 - b. Federal or state active duty, under which the employee qualifies for benefits of the Uniformed Services Employment and Reemployment Rights Act (USERRA) shall be without loss of pay for the first 30 calendar days of the active duty tour. Benefits will accrue during active duty leaves of absence as required by the Uniformed Services Employment and Reemployment Rights Act or other statute.
2. The employee 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 unless such order or statement is otherwise restricted by law, in which case the employee shall give oral notice as far in advance as possible. For Reserve or National Guard training, the training schedule will satisfy this requirement.
3. The 240 working hours referenced in paragraph B.1.a. is cumulative and the maximum amount of time off for active or inactive ~~service or training~~ with pay is 240 working hours in any one calendar year. All other military leave for this purpose shall be without pay.

4. On written application by an employee, the department administrator shall grant a military leave of absence without pay to such employees to allow them to enter the military service of the United States in any of its branches for the initial period of enlistment.
5. Such leave of absence shall continue during the entire period of initial enlistment, but failure to return to work within the time provided by law after the initial enlistment is up shall result in forfeiture of the employee's right to reinstatement unless the term of service is involuntarily extended. No vacation or sick leave shall be accrued while an employee is on such leave. Seniority for pension purposes shall be granted to employees in accordance with the provisions of the plan.
6. Any employee on military leave with or without pay shall be entitled to return to the position in the department he or she was in at the time the leave of absence is terminated or to such position of like seniority, status and pay, in another department.
7. Such return by an employee from military leave is contingent on the employee presenting a certificate of satisfactory completion of training and service and that the employee is able to resume the duties of his or her position, with or without reasonable accommodation.
8. Such return to the City's service must be made through application for reinstatement within ninety (90) days after said employee is relieved from military duty unless a larger period of time is allowed by law.
9. Upon being returned to said position or like position, the employee may be required to submit to an examination to establish that he or she is physically and mentally capable of performing the duties of said position with or without reasonable accommodation.
10. If he or she is found not to be qualified to perform the duties of his or her position by reason of disability, but is qualified to perform the duties of any other unit position, he or she may be restored to such other position, even if it is in a different classification, and he or she shall be granted like seniority, status and pay with that position.
11. The most recent employee hired into the division in which the military returnee is reinstated into shall be construed to be the employee who was hired to fill the position vacated by the employee to whom the military leave of absence was granted. The

name of the person displaced shall be restored to the layoff list in accordance with classification seniority if the probationary period has been completed.

12. ~~A member of the bargaining unit who is also a member of the reserve forces of the United States or a member of the Florida National Guard and who is ordered to federal active service shall be granted a 30-day leave of absence with pay.~~ Reemployment upon completion of the active duty leave of absence shall be in accordance with the Uniformed Services Employment Reemployment Rights Act.

C. Jury Duty

Employees attending court for jury duty during their normal working hours shall receive full pay equal to their normal work schedule for the hours they attend in court. This time shall be charged as leave with pay.

1. Employees called for jury duty shall promptly notify their immediate supervisor so that arrangements can be made for their absence from work.
2. Employees who are on jury duty for only a portion of a regular scheduled workday are expected to report to their supervisor when excused or released by the Court, except that employees released after 12 noon shall not be required to report to work, but shall still receive compensation equal to their normal work schedule for that day. In the event the employee is assigned to a shift which begins after 12 noon, the employee shall not be required to report to work and will still receive full pay equal to his or her normal salary.
3. Time spent in court for jury duty is the actual time required to report, as scheduled in writing on the subpoena, until released by the judge or other officer of the court.
4. Employees on jury duty while on scheduled vacation may be allowed to reinstate vacation hours served on jury duty provided satisfactory evidence of the time served on such duty is presented to the department administrator or division director.
5. In the event a holiday occurs during the period of jury duty, the employee shall receive pay for such holiday as holiday pay.
6. The employee shall provide the department administrator or division director with proof of jury duty service before compensation is approved.

7. Employees serving on jury duty will be granted administrative leave with pay and will be required to turn over to the City any monies received from the court except meal and travel expenses.

D. Court Leave

1. Any employee, whenever required by subpoena to appear in court or before any designated person while on duty, shall receive full pay equal to their normal work schedule for the work hours they spend honoring the subpoena or appearing before the designated person. When the employee on duty attending court or honoring such subpoena does so for only a portion of their regularly scheduled work day, they are expected to report to their supervisor when excused or released from the subpoena, except that employees released after 12 noon shall not be required to report to work, but shall still receive compensation equal to their normal work schedule for that day. The employee must provide the department administrator or division director with appropriate verification before compensation is approved under this section. In the event the employee is assigned to a shift, which begins after 12 noon, the employee shall not be required to report to work.
2. Any employee, whenever required by subpoena to appear in Court or before any designated person, while off duty, for work related business, shall be paid for all hours spent honoring this subpoena or appearing before the designated person at the employee's straight time rate of pay.
3. All time paid will be calculated from the employee's work site to the required place of appearance. Time spent shall count as hours worked for purposes of computing overtime.
4. The employee shall be entitled to keep any mileage received by him or her in connection with the subpoena, but any other fees shall be returned to the City.
5. This section applies when the subpoena or requirement to appear is issued to the employee to represent the City in the line of duty or when the subpoena or requirement to appear is as a witness for a non-job related lawsuit or other proceeding. However, this section does not apply to any subpoena commanding appearance or to any voluntary or ordered appearance by employees who are plaintiffs or defendants to a lawsuit or proceeding not in the line of duty.

E. Voting Time

An employee who is required to work during the entire period voting polls are open will be granted adequate time off, with pay, in which to vote.

F. Meetings and Conferences

In cases where it is deemed by the City to be beneficial to the City, an employee will be granted leave with pay to attend such meetings or conferences as may contribute to the effectiveness of his or her employment.

G. Examinations and Interviews

An employee shall be granted leave with pay for the purpose of taking examinations, provided such examinations are pertinent to his or her employment or for the purpose of having interviews or promotional positions within the City.

Section 4. Administrative Leave

The City Manager may place an employee who is under investigation for misconduct on Administrative Leave if the employee's continued service during the investigation is not advantageous to the City. Administrative Leave shall be without loss of pay or benefits and shall not be considered a disciplinary measure.

Section 5. Reinstatement After Leave

- A. An employee returning in a timely fashion upon the expiration from an approved leave of absence as covered by this Article will be entitled to return to employment in his or her former position or another position in his or her former classification or a position comparable in duties and pay.
- B. Employees returning from extended leaves of absence (one month or more) shall notify their Division Director at least two (2) weeks prior to their return from leave. The failure of an employee to timely return from an approved leave shall be deemed a voluntary resignation.
- C. Employees returning from an unpaid leave of absence shall be returned at the same rate of pay the employee had been receiving at the time the leave of absence commenced plus any automatic adjustments that would have been made had the employee been continuously employed during the period of absence.
- D. This section shall not apply to military leave.

ARTICLE 24. ABSENCES DUE TO ILLNESS OR INJURY

Section 1. Family and Medical Leave Act

Under the federal Family and Medical Leave Act (FMLA), eligible employees are allowed up to twelve weeks of unpaid, job-protected leave within a twelve-month period.

- A. City policies and procedures for the implementation of the Act are contained in the City Personnel and Safety Rules and Regulations.
- B. Although leave under the FMLA is unpaid, the City shall require, as permitted under federal law, that employees take paid leave (sick leave, vacation, disability leave, Workers' Compensation time off, etc.) concurrently with approved FMLA leave, if available and as provided for in this agreement.

Section 2. Sick Leave

The City provides sick leave as a protection for covered employees against loss of income sustained because of illness or injury. Sick leave is not a right which employees may use at their discretion, and should be used only in cases of actual personal sickness, disability, or as otherwise outlined in this agreement. Employees are encouraged to conserve sick leave to meet serious illness situations.

- A. On the first day of the pay period which includes October 1, of each year of this Agreement all regular full-time employees will be credited with ninety-six (96) hours of sick leave. Regular part-time employees will be credited with a pro-rated amount of sick leave based on their scheduled hours of work. These hours will be the total amount of sick leave available to the employee during that fiscal year unless a serious illness or injury necessitates participation in the Short Term Disability program. Employees not employed as of October 1 of a year shall be credited with a pro-rated amount of sick leave.
- B. Employees newly hired to City employment shall be permitted to utilize no more than 24 hours of their original allotment of paid sick time hours during their first six months of employment.
- C. Employees may use sick leave for absences from work due to:
 - 1. Personal illness, injury or disability.

2. Medical, dental or optical treatment, which is necessary during working hours, verified by a doctor's statement when requested.
 3. Quarantine due to exposure to contagious disease.
 4. An employee may use his or her annual sick leave allowance to care for a sick family member. Family member is defined as a spouse, child (natural, adopted, or step), parent (natural, adoptive, step or loco parentis) or Registered domestic partner. A Registered domestic partner is defined as one who is duly registered with Pinellas County Government and for which a Certificate of domestic partnership has been provided to the Human Resources Department prior to the need for sick leave.
- D. An employee incapacitated and unable to work shall notify the on-duty supervisor at least one half hour prior to the start of his or her shift, giving reasons for absence and expected period of absence. Failure to give the required notice shall disqualify the employee from using sick leave or otherwise being compensated for his or her absence. The division director may require a doctor's certification before granting sick leave if the circumstances surrounding the illness are questionable. A doctor's certification shall be required prior to any hours of sick leave being paid for a period of absence once an employee has given notice of his or her resignation or has applied for retirement (this clause does not include notice of entry into the DROP). Abuse of sick leave privileges shall constitute grounds for disciplinary action.
- E. Any unused sick leave hours on the last day of the pay period, immediately prior to the pay period which includes October 1st ~~at the end of the fiscal year~~ will be paid out as follows:
1. An employee who has used time under the Short Term Disability program during the fiscal year will be paid for 1/3 of his or her remaining sick leave hours at the hourly rate of pay.
 2. An employee who has not used time under the Short-Term Disability program during the fiscal year will be paid for one-half of his or her remaining sick leave hours at the hourly rate of pay.
- F. In the event of an employee's death, exiting the DROP, or on the employee's Normal Retirement (not including entry into the DROP) as defined in Chapter 17, City Code of Ordinances, during or after the second quarter of any fiscal year, the remaining hours of sick leave for that fiscal year will be paid out as set forth in paragraph E, above. Employees who take Normal Retirement, or who exit DROP, in the first quarter of any

fiscal year, shall be paid out as set forth in paragraph E. above, but only up to a maximum of 30 hours payout.

Section 3. Workers' Compensation

The City shall, through self-insurance or the purchase of a commercial insurance product, provide for the compensation of employees covered by this Agreement who are injured in the line of duty in accordance with Florida Workers' Compensation law, FS 440.

- A. The City program is intended to liberalize the benefits of FS 440 but shall in all cases meet the minimum requirements thereof. Disability wage payments under the City's insurance program shall commence after the seventh day of an approved absence.
- B. An injury shall be considered to have been incurred in the line of duty only if such injury is a compensable injury under the Florida Workers' Compensation Law.
- C. The City's physician, in accordance with the Workers' Compensation Law, shall determine the length of time off under this program.
- D. The City, at its sole discretion, retains the right to offer an employee who sustains an in line of duty illness or injury a temporary light duty or modified duty assignment for a period which may be less than, but in any case shall not exceed six months. Such duty shall be in accord with the restrictions set forth by the authorized treating physician. While there is no employee entitlement to light or modified duty, an employee who is offered such a temporary duty assignment and declines shall not be compensated for time off under this program. Employees who accept a temporary light or modified duty shall be paid their base hourly rate of pay for all hours worked.
- E. When combined, an employee's use of Workers' Compensation Disability Leave and/or the performance of duties in a temporary light or modified duty capacity arising out of the same medical condition, shall not exceed six months.
- F. If the illness or injury requires an absence of more than seven days, the City's insurance coverage shall provide wage replacement of up to 66 2/3 of the employee's average weekly wage calculated in accordance with and subject to the limitations of FS 440.
- G. Any base wages not covered by the City's insurance program for a period of absence due to an illness or injury compensable under FS 440 shall be

paid by the City directly to the employee for a period not to exceed the following: six months, until the employee reaches maximum medical improvement, or until the employee qualifies for Social Security disability or until the employee qualifies for retirement disability, whichever comes first.

- H. In no case shall the City pay any amount under this program which would, when combined with disability payments, part-time wages or earned income from any other source and paid to the employee, result in the employee receiving an amount greater than that employee's appropriate City base wage amount or the amount required by FS 440, whichever is greater.
- I. As set forth in FS 440.09(5), if an employee's Workers' Compensation injury is caused by the knowing refusal by the employee to use a safety appliance or observe a safety rule required by state statute, or if the injury is caused by the knowing refusal by the employee to use a safety appliance provided by the City, such employee's disability payments as outlined in this Section may be reduced by twenty-five (25) percent.
- J. In order to be eligible for the liberalization of FS 440 Workers' Compensation benefits as set forth in this Section, an injured employee must comply with all administrative, procedural and documentation requirements of FS 440, the City's insurance provider or claims agent, and fully cooperate with those persons who are responsible for investigating, administering, or providing treatment under such injury claim.

Section 4. Short Term Disability

The City shall provide Short Term Disability coverage for all employees of the bargaining unit as otherwise set forth in the Short Term Disability Plan document, except that the rate of pay will be 70% of the employee's base pay as set forth on the attached pay tables for all hours of Short Term Disability.

- A. For any period of Disability covered by the Family Medical Leave Act, the employee shall have the option to request to use any sick, personal, or vacation hours to receive up to 100% of his/her base wages for the payroll period.
- B. Following the expiration of the FMLA leave period, the employee shall be required to use any accrued sick, personal, or vacation hours (in that order) to supplement for any unpaid Disability hours, until such accruals are exhausted.
- C. The City, at its sole discretion, retains the right to offer an employee who sustains a non-line of duty medical condition, illness, or injury a temporary

light duty or modified duty assignment for a period, which may be less than, but in any case shall not exceed six months, except in the case of pregnancy. Such duty shall be in accord with the restrictions set forth by the authorized treating physician.

- D. When combined, an employee's use of Short Term Disability Leave and/or the performance of duties in a temporary light or modified duty capacity arising out of the same medical condition, shall not exceed six months except as noted for pregnancy above.

Section 5. Misuse of Leave

Employees who utilize the medical leave programs set forth in this Article for their own illness or injury are expected to be found at their home (or the home of a caretaker such as a significant other or relative), physician's office, pharmacy, hospital, or en route to one or the other of these locations. An employee authorized to be absent from work for medical reasons shall not engage in any recreational or work activities except upon receiving prior approval from his/her physician and the Department Administrator or her/his designee. Abuse of medical leave privileges shall constitute grounds for disciplinary action.

ARTICLE 25. JOB SAFETY

Section 1. City Personnel and Safety Rules and Regulations

The purpose of the safety rules and regulations is to enhance the safety and welfare of all employees by establishing safety rules and regulations, which apply to all working areas in which employees are working or may be visiting. All employees will be furnished with a copy of the City Personnel and Safety Rules and Regulations and its revisions and the City will make available the appropriate NIOSH and OSHA standards.

Section 2. Employee Safety

It is the responsibility of every employee to know and adhere to the safety rules and regulations, which apply to the area in which they are working or may be visiting provided that no employee shall be responsible for knowledge or adherence to any such deletion, amendment or addition until a copy of such change is provided to the Union and posted upon a bulletin board in the employee's work area. All property damage, unsafe equipment, and unsafe conditions (including smoking in City vehicles with a non-smoker present) will be reported by the employee to his or her immediate supervisor. All injuries will be reported immediately by the employee to his or her immediate supervisor. The City and the Union agree that in the event of inclement weather the City should have procedures in place so that employees can respond effectively and responsibly to the needs of the citizens of the City of Pinellas Park.

Section 3. Property Damage

- A. All motor vehicle and mobile equipment crashes are subject to review by an Accident Review Committee. The purpose of this committee is not to administer discipline, but to determine causes of crashes and to devise methods of preventing future crashes.
- B. When a crash is under review, the employee involved shall have the right to, and shall be required to, appear before the committee and cooperate in the review. Additionally, the employee may have his or her Union representative present as an observer. Appearances by the employee and the observer, if requested, will be on duty and without loss of pay or benefits.
- C. The Accident Review Committee's crash report shall address accident causes, preventability, remedial training requirements and other safety related matters. The Committee shall make no recommendation regarding employee discipline nor shall any findings of the Accident Review Committee be used in Arbitration hearings.
- D. Loss or damage of other City property is subject to review by the respective Department Administrator.

ARTICLE 26. PERSONNEL RECORDS

Section 1. Composition

Employee personnel records shall consist of those documents defined by the City as pertaining to employment and other documents described in statute as essential documents of the personnel file. Personnel files, less those documents specifically excluded by statute, may be public records and subject to release under Florida Public Records Law. The City, at its option, shall maintain personnel files in paper format, electronic format or a combination of these two formats.

Section 2. Employee Access

Each employee will have the right, upon request, to examine and copy, at no expense to the employee, any and all material, including any and all evaluations, contained in any personnel records concerning such employee.

Section 3. Employee Evaluations

Only an evaluation that results in termination, loss of pay, or denial of a pay increase shall be subject to arbitration.

ARTICLE 27. DISCIPLINE AND DISCHARGE

Section 1. Discipline

Any disciplinary action imposed upon a regular employee may be subject to the grievance process set forth in this Agreement. Disciplinary action may be imposed upon a regular employee only for just cause. Just cause as used in this Agreement shall mean that the City must act in a reasonable and fair manner, and cannot act in an arbitrary, capricious manner with regard to discipline.

- A. An employee notified of a meeting with management, and who reasonably expects that disciplinary action will result, shall have the right to have a Union representative, or other witness, in attendance at the meeting.
- B. The request for representation, or a witness, must be made prior to the beginning of the meeting. However, the meeting shall not be unreasonably delayed pending the availability of a *specific* representative.
- C. If the employee requests representation, or a witness, the meeting with management shall not proceed until representation or a witness is in attendance. The employee shall have the right to refuse to answer questions if he or she requests representation or a witness and the request is not granted.

Section 2. Access to Disciplinary Records

If the employer has a reason to reprimand an employee, it will attempt to do so in a manner that will not embarrass the employee before the other employees or the public; but in no event shall the alleged embarrassment be subject to arbitration. Each employee shall be furnished with a copy of all performance evaluations and disciplinary entries in his or her personnel record and shall be permitted to respond thereto. Contents of employee's personnel records will be disclosed to the employee upon his or her request. In the event a grievance is initiated under Article 11 (Grievance Procedure and Arbitration), the City will provide a copy of any items of the employee's personnel file upon the request of the employee.

Section 3. Disciplinary Measures

Disciplinary measures will be administered in accordance with the City's Personnel and Safety Rules & Regulations except as otherwise described in this article.

- A. When imposing disciplinary measures, other than termination, on a current charge, supervisors shall take into account only those documented

infractions of City or Department rules that occurred within the past 18 months.

- B. Within the context of progressive discipline, the final personnel action of dismissal from employment cannot be considered corrective or rehabilitative in nature since the employment relationship was terminated. In such instances where progressive discipline has failed to achieve an employee's compliance with expected standards of behavior, or when the infraction warrants dismissal, and a decision to dismiss the employee is under consideration, it is appropriate and permissible to review the individual's entire employment record with the City.

Section 4. Reasonable Notice

When any disciplinary action more severe than oral warning is under consideration, the City shall, before such action is taken, provide the employee reasonable notice of the specific reasons for such action. When scheduling a meeting with an accused employee for the purpose of investigating allegations of misconduct or imposing discipline, the supervisor shall take into account the availability of the appropriate Union Steward.

Section 5. Discharge and Suspension of Regular Employees

The City will not discharge or suspend any regular employee without just cause. If, in any case, the City feels that there is just cause for discharge, the employee will be suspended without pay for five (5) working days and the employee will be notified, in writing, that he or she is subject to discharge and shall be furnished with the reasons therefore.

Section 6. Right to Grieve

The Union shall have the right to take up a suspension or discharge as a grievance at the third step of the grievance procedure and the matter will be handled in accordance with that procedure through the arbitration step if necessary.

Section 7. Employee Photographs

The City, except when it has the legal duty to do so, will not photograph employees for or on behalf of any law enforcement agency.

ARTICLE 28. TOBACCO PRODUCTS

Because of the documented scientific proof of the dangers of smoking and other uses of tobacco products, it is the policy of the City to discourage all employees from the use of such products. The use of tobacco products will not be permitted in any City vehicle.

ARTICLE 29. DRUG POLICY AND TESTING

The City Drug and Alcohol policy shall be consistent with federal and state statutes (Code of Federal Regulations Parts 40 and 382, Florida Statute 440.102), as they may be amended from time to time. The City shall provide any change to the policy, in writing, to the Union thirty days prior to its effective date to allow for comment.

ARTICLE 30. USE OF CITY ELECTRONIC SYSTEMS

Section 1. Official Use of Equipment

Electronic systems provided by the City are for the conduct of official City business. Use of the City telephone system for occasional personal calls is permitted so long as this practice does not interfere with productivity or efficiency. However, such use shall be at no cost to the City and the employee shall have no right to an expectation of privacy. All use shall comply with City policies.

Section 2. Union-Management Communications

In the interest of regular and open communication, the City will provide four officers as designated annually by the Union President with access to the City computer network for the purpose of obtaining copies of City Council Agendas and conducting labor-management business. Such access shall not exceed a total of one hour per week and shall occur at a regularly scheduled time (or times), mutually agreed upon in advance, by the Union President and his/her immediate supervisor. Any exceptions to the time limit provisions of this section shall be made only with the permission of the appropriate Division Director.

Section 3. No Expectation of Privacy

Communications and documents created, received or transmitted via the City computer system may be subject to disclosure under Florida Public Records Law. Union officials using the City computer network have no right to an expectation of privacy.

ARTICLE 31. EDUCATIONAL LEAVE AND TUITION REIMBURSEMENT

Section 1. Educational Leave

- A. With Pay: As determined by the employer, education leave with pay is leave granted an employee to attend a college, university, training academy for one or more full academic periods for the purpose of receiving training that is of clearly foreseeable benefit to the employer, as determined at the discretion of the employer.
- B. Without Pay: Consistent with operational requirements of the department, an employee shall be eligible to receive a leave of absence which does not exceed six (6) months for the purpose of furthering his or her education. The leave may be extended for six (6) additional months upon written request of the employee thirty (30) days before the leave is to expire. Such leaves shall be without pay and the employee shall not accrue vacation or sick leave during his or her absence. The employee may elect to continue health and other insurance coverage at his or her own expense.

Section 2. Tuition Reimbursement

Subject to the availability of funds, on an annual basis, a tuition reimbursement program for degree seeking employees will be made available to members of the bargaining unit during this Agreement. Such tuition reimbursement program shall be a citywide administrative program, the terms and conditions of which shall not be subject to further collective bargaining or to the grievance process. The City reserves the right, in its sole discretion, to discontinue the tuition reimbursement program for any future fiscal year based on City operational funding priorities.

Section 3. Public Works Training

To the extent that funds are available and the efficient scheduling of City services permits, the City shall facilitate the efforts of its employees to broaden their knowledge, become more effective in performing their duties, and enhance their opportunities for promotion, through attendance at training programs.

- A. Employees who are approved by the City to attend any occupational training class or testing shall be paid as time worked for attending such classes. The Public Works Administrator shall have the discretion, on a one time basis, to grant up to one day of paid time for an employee to re-take a previously failed occupational certification exam.
- B. The City shall maintain a record of all employee training certificates, and pay to re-train employees, as these items are required by federal or state law.

ARTICLE 32. PRESERVATION OF BENEFITS

With respect to matters not covered by this Agreement, the City will not seek to diminish or impair during the term of this Agreement any benefit or privilege provided by law, rule or regulation beneficial to employee without prior notice to the Union and without negotiations with the Union.

ARTICLE 33. SAVINGS CLAUSE

In the event that any provision of this Agreement is determined to be inconsistent with existing statutes, or if any provision herein is determined to be invalid and unenforceable by a court or other authority having jurisdiction, then such provision will be considered void, but all other valid provisions will remain in full force and effect. The parties, however, will at the request of either, meet within 30 days of such determination for the purpose of arriving at a mutually satisfactory replacement for such Article, Section or provision.

ARTICLE 34. DURATION OF AGREEMENT

Section 1. Period of Agreement

This Agreement shall be effective as of October 1, ~~2016~~ 2019, and shall continue in full force until the last day of September ~~2019~~ 2022, and from year to year thereafter until a new contract is adopted by the City and the Union. If either party desires to modify, amend or terminate this Agreement, such party shall provide written notice of such desire not later than March 30th of the corresponding year.

Section 2. Method of Modification

Following the sending and receipt of the written notice described above, the parties shall follow the procedure contained in the Public Employees Relations Act for the consummation of a new Agreement.

Executed this _____ day of _____ ~~2016~~ 2019

**FOR CITY OF
PINELLAS PARK, FLORIDA**

**FOR FLORIDA PUBLIC EMPLOYEES
COUNCIL 79 AND LOCAL 762
AFSCME, AFL CIO**

Douglas A. Lewis
City Manager

Luis Carvalho
President, AFSCME Local 762

Bart Diebold
Public Works Administrator

Kurt Killenberger
Vice President, AFSCME Local 762

Lisa Hendrickson, Chief Negotiator
Human Resources Administrator

Hector R. Ramos, Chief Negotiator
Coordinator – AFSCME Florida Region 2

APPENDIX A – 1. PAY PLAN
Agreement Between the City of Pinellas Park and AFSCME Local 762
Effective with the first day of the pay period which includes October 1, 2019

GRADE	CLASSIFICATION	1.5% GWI at Step 1; 2.5% between steps								
		STEPS: 1	2	3	4	5	6	7	8	9
508	Recreation Assistant	13.4979	13.8353	14.1812	14.5357	14.8991	15.2716	15.6534	16.0447	16.4458
		\$1,079.83	\$1,106.82	\$1,134.50	\$1,162.86	\$1,191.93	\$1,221.73	\$1,252.27	\$1,283.58	\$1,315.66
		\$28,075.58	\$28,777.32	\$29,497.00	\$30,234.36	\$30,990.18	\$31,764.98	\$32,559.02	\$33,373.08	\$34,207.16
		STEPS: 10	11	12	13	14	15	16	17	18
		16.8569	17.2783	17.7103	18.1531	18.6069	19.0721	19.5489	20.0376	20.5385
		\$1,348.55	\$1,382.26	\$1,416.82	\$1,452.25	\$1,488.55	\$1,525.77	\$1,563.91	\$1,603.01	\$1,643.08
		\$35,062.30	\$35,938.76	\$36,837.32	\$37,758.50	\$38,702.30	\$39,670.02	\$40,661.66	\$41,678.26	\$42,720.08
		STEPS: 1	2	3	4	5	6	7	8	9
		13.8354	14.1813	14.5358	14.8992	15.2717	15.6535	16.0448	16.4459	16.8570
		\$1,106.83	\$1,134.50	\$1,162.86	\$1,191.94	\$1,221.74	\$1,252.28	\$1,283.58	\$1,315.67	\$1,348.56
		\$28,777.58	\$29,497.00	\$30,234.36	\$30,990.44	\$31,765.24	\$32,559.28	\$33,373.08	\$34,207.42	\$35,062.56
		STEPS: 10	11	12	13	14	15	16	17	18
		17.2784	17.7104	18.1532	18.6070	19.0722	19.5490	20.0377	20.5386	21.0521
		\$1,382.27	\$1,416.83	\$1,452.26	\$1,488.56	\$1,525.78	\$1,563.92	\$1,603.02	\$1,643.09	\$1,684.17
		\$35,939.02	\$36,837.58	\$37,758.76	\$38,702.56	\$39,670.28	\$40,661.92	\$41,678.52	\$42,720.34	\$43,788.42
512	Senior Recreation Assistant Utilities Technician	STEPS: 1	2	3	4	5	6	7	8	9
		14.8990	15.2715	15.6533	16.0446	16.4457	16.8568	17.2782	17.7102	18.1530
		\$1,191.92	\$1,221.72	\$1,252.26	\$1,283.57	\$1,315.66	\$1,348.54	\$1,382.26	\$1,416.82	\$1,452.24
		\$30,989.92	\$31,764.72	\$32,558.76	\$33,372.82	\$34,207.16	\$35,062.04	\$35,938.76	\$36,837.32	\$37,758.24
		STEPS: 10	11	12	13	14	15	16	17	18
		18.6068	19.0720	19.5488	20.0375	20.5384	21.0519	21.5782	22.1177	22.6706
		\$1,488.54	\$1,525.76	\$1,563.90	\$1,603.00	\$1,643.07	\$1,684.15	\$1,726.26	\$1,769.42	\$1,813.65
		\$38,702.04	\$39,669.76	\$40,661.40	\$41,678.00	\$42,719.82	\$43,787.90	\$44,882.76	\$46,004.92	\$47,154.90
513	Inventory Control Clerk	STEPS: 1	2	3	4	5	6	7	8	9
		15.2716	15.6534	16.0447	16.4458	16.8569	17.2783	17.7103	18.1531	18.6069
		\$1,221.73	\$1,252.27	\$1,283.58	\$1,315.66	\$1,348.55	\$1,382.26	\$1,416.82	\$1,452.25	\$1,488.55
		\$31,764.98	\$32,559.02	\$33,373.08	\$34,207.16	\$35,062.30	\$35,938.76	\$36,837.32	\$37,758.50	\$38,702.30
		STEPS: 10	11	12	13	14	15	16	17	18
		19.0721	19.5489	20.0376	20.5385	21.0520	21.5783	22.1178	22.6707	23.2375
		\$1,525.77	\$1,563.91	\$1,603.01	\$1,643.08	\$1,684.16	\$1,726.26	\$1,769.42	\$1,813.66	\$1,859.00
		\$39,670.02	\$40,661.66	\$41,678.26	\$42,720.08	\$43,788.16	\$44,882.76	\$46,004.92	\$47,155.16	\$48,334.00

Agreement Between the City of Pinellas Park and AFSCME Local 762

Effective with the Payroll Period which Includes October 1, 2019

GRADE	CLASSIFICATION	1.5% GWI at Step 1; 2.5% between steps								
		STEPS: 1	2	3	4	5	6	7	8	9
514	Building Maintenance Specialist Utility Location Technician	15.6534	16.0447	16.4458	16.8569	17.2783	17.7103	18.1531	18.6069	19.0721
		\$1,252.27	\$1,283.58	\$1,315.66	\$1,348.55	\$1,382.26	\$1,416.82	\$1,452.25	\$1,488.55	\$1,525.77
		\$32,559.02	\$33,373.08	\$34,207.16	\$35,062.30	\$35,938.76	\$36,837.32	\$37,758.50	\$38,702.30	\$39,670.02
		STEPS: 10	11	12	13	14	15	16	17	18
		19.5489	20.0376	20.5385	21.0520	21.5783	22.1178	22.6707	23.2375	23.8184
		\$1,563.91	\$1,603.01	\$1,643.08	\$1,684.16	\$1,726.26	\$1,769.42	\$1,813.66	\$1,859.00	\$1,905.47
		\$40,661.66	\$41,678.26	\$42,720.08	\$43,788.16	\$44,882.76	\$46,004.92	\$47,155.16	\$48,334.00	\$49,542.22
		STEPS: 1	2	3	4	5	6	7	8	9
		16.0447	16.4458	16.8569	17.2783	17.7103	18.1531	18.6069	19.0721	19.5489
		\$1,283.58	\$1,315.66	\$1,348.55	\$1,382.26	\$1,416.82	\$1,452.25	\$1,488.55	\$1,525.77	\$1,563.91
515	Senior Parks Maintenance Worker Traffic Technician	\$33,373.08	\$34,207.16	\$35,062.30	\$35,938.76	\$36,837.32	\$37,758.50	\$38,702.30	\$39,670.02	\$40,661.66
		STEPS: 10	11	12	13	14	15	16	17	18
		20.0376	20.5385	21.0520	21.5783	22.1178	22.6707	23.2375	23.8184	24.4139
		\$1,603.01	\$1,643.08	\$1,684.16	\$1,726.26	\$1,769.42	\$1,813.66	\$1,859.00	\$1,905.47	\$1,953.11
		\$41,678.26	\$42,720.08	\$43,788.16	\$44,882.76	\$46,004.92	\$47,155.16	\$48,334.00	\$49,542.22	\$50,780.86
		STEPS: 1	2	3	4	5	6	7	8	9
		16.8568	17.2782	17.7102	18.1530	18.6068	19.0720	19.5488	20.0375	20.5384
		\$1,348.54	\$1,382.26	\$1,416.82	\$1,452.24	\$1,488.54	\$1,525.76	\$1,563.90	\$1,603.00	\$1,643.07
		\$35,062.04	\$35,938.76	\$36,837.32	\$37,758.24	\$38,702.04	\$39,669.76	\$40,661.40	\$41,678.00	\$42,719.82
		STEPS: 10	11	12	13	14	15	16	17	18
517	Senior Storm Water Maintenance Operator Senior Streets Maintenance Operator Senior Utilities Technician Water Quality Control Technician	21.0519	21.5782	22.1177	22.6706	23.2374	23.8183	24.4138	25.0241	25.6497
		\$1,684.15	\$1,726.26	\$1,769.42	\$1,813.65	\$1,858.99	\$1,905.46	\$1,953.10	\$2,001.93	\$2,051.98
		\$43,787.90	\$44,882.76	\$46,004.92	\$47,154.90	\$48,333.74	\$49,541.96	\$50,780.60	\$52,050.18	\$53,351.48
		STEPS: 1	2	3	4	5	6	7	8	9
		18.1531	18.6069	19.0721	19.5489	20.0376	20.5385	21.0520	21.5783	22.1178
		\$1,452.25	\$1,488.55	\$1,525.77	\$1,563.91	\$1,603.01	\$1,643.08	\$1,684.16	\$1,726.26	\$1,769.42
		\$37,758.50	\$38,702.30	\$39,670.02	\$40,661.66	\$41,678.26	\$42,720.08	\$43,788.16	\$44,882.76	\$46,004.92
		STEPS: 10	11	12	13	14	15	16	17	18
		22.6707	23.2375	23.8184	24.4139	25.0242	25.6498	26.2910	26.9483	27.6220
		\$1,813.66	\$1,859.00	\$1,905.47	\$1,953.11	\$2,001.94	\$2,051.98	\$2,103.28	\$2,155.86	\$2,209.76
520	Automotive Mechanic Electrician Survey Instrument Technician/ Party Chief	\$47,155.16	\$48,334.00	\$49,542.22	\$50,780.86	\$52,050.44	\$53,351.48	\$54,685.28	\$56,052.36	\$57,453.76

Agreement Between the City of Pinellas Park and AFSCME Local 762

Effective with the Payroll Period which Includes October 1, 2019

GRADE	CLASSIFICATION	1.5% GWI at Step 1; 2.5% between steps								
		STEPS: 1	2	3	4	5	6	7	8	9
526	Engineering Inspector	21.0519	21.5782	22.1177	22.6706	23.2374	23.8183	24.4138	25.0241	25.6497
		\$1,684.15	\$1,726.26	\$1,769.42	\$1,813.65	\$1,858.99	\$1,905.46	\$1,953.10	\$2,001.93	\$2,051.98
		\$43,787.90	\$44,882.76	\$46,004.92	\$47,154.90	\$48,333.74	\$49,541.96	\$50,780.60	\$52,050.18	\$53,351.48
		STEPS: 10	11	12	13	14	15	16	17	18
		26.2909	26.9482	27.6219	28.3124	29.0202	29.7457	30.4893	31.2515	32.0328
		\$2,103.27	\$2,155.86	\$2,209.75	\$2,264.99	\$2,321.62	\$2,379.66	\$2,439.14	\$2,500.12	\$2,562.62
		\$54,685.02	\$56,052.36	\$57,453.50	\$58,889.74	\$60,362.12	\$61,871.16	\$63,417.64	\$65,003.12	\$66,628.12
		STEPS: 1	2	3	4	5	6	7	8	9
		21.5781	22.1176	22.6705	23.2373	23.8182	24.4137	25.0240	25.6496	26.2908
		\$1,726.25	\$1,769.41	\$1,813.64	\$1,858.98	\$1,905.46	\$1,953.10	\$2,001.92	\$2,051.97	\$2,103.26
527	Senior Automotive Mechanic	\$44,882.50	\$46,004.66	\$47,154.64	\$48,333.48	\$49,541.96	\$50,780.60	\$52,049.92	\$53,351.22	\$54,684.76
		STEPS: 10	11	12	13	14	15	16	17	18
		26.9481	27.6218	28.3123	29.0201	29.7456	30.4892	31.2514	32.0327	32.8335
		\$2,155.85	\$2,209.74	\$2,264.98	\$2,321.61	\$2,379.65	\$2,439.14	\$2,500.11	\$2,562.62	\$2,626.68
		\$56,052.10	\$57,453.24	\$58,889.48	\$60,361.86	\$61,870.90	\$63,417.64	\$65,002.86	\$66,628.12	\$68,293.68
		STEPS: 1	2	3	4	5	6	7	8	9
		22.1177	22.6706	23.2374	23.8183	24.4138	25.0241	25.6497	26.2909	26.9482
		\$1,769.42	\$1,813.65	\$1,858.99	\$1,905.46	\$1,953.10	\$2,001.93	\$2,051.98	\$2,103.27	\$2,155.86
		\$46,004.92	\$47,154.90	\$48,333.74	\$49,541.96	\$50,780.60	\$52,050.18	\$53,351.48	\$54,685.02	\$56,052.36
		STEPS: 10	11	12	13	14	15	16	17	18
		27.6219	28.3124	29.0202	29.7457	30.4893	31.2515	32.0328	32.8336	33.6544
528	Automotive Equipment Specialist	\$2,209.75	\$2,264.99	\$2,321.62	\$2,379.66	\$2,439.14	\$2,500.12	\$2,562.62	\$2,626.69	\$2,692.35
		\$57,453.50	\$58,889.74	\$60,362.12	\$61,871.16	\$63,417.64	\$65,003.12	\$66,628.12	\$68,293.94	\$70,001.10
		STEPS: 1	2	3	4	5	6	7	8	9
		22.6707	23.2375	23.8184	24.4139	25.0242	25.6498	26.2910	26.9483	27.6220
		\$1,813.66	\$1,859.00	\$1,905.47	\$1,953.11	\$2,001.94	\$2,051.98	\$2,103.28	\$2,155.86	\$2,209.76
		\$47,155.16	\$48,334.00	\$49,542.22	\$50,780.86	\$52,050.44	\$53,351.48	\$54,685.28	\$56,052.36	\$57,453.76
		STEPS: 10	11	12	13	14	15	16	17	18
		28.3126	29.0204	29.7459	30.4895	31.2517	32.0330	32.8338	33.6546	34.4960
		\$2,265.01	\$2,321.63	\$2,379.67	\$2,439.16	\$2,500.14	\$2,562.64	\$2,626.70	\$2,692.37	\$2,759.68
		\$58,890.26	\$60,362.38	\$61,871.42	\$63,418.16	\$65,003.64	\$66,628.64	\$68,294.20	\$70,001.62	\$71,751.68
529	Lead Automotive Mechanic	STEPS: 1	2	3	4	5	6	7	8	9
		22.6707	23.2375	23.8184	24.4139	25.0242	25.6498	26.2910	26.9483	27.6220
		\$1,813.66	\$1,859.00	\$1,905.47	\$1,953.11	\$2,001.94	\$2,051.98	\$2,103.28	\$2,155.86	\$2,209.76
		\$47,155.16	\$48,334.00	\$49,542.22	\$50,780.86	\$52,050.44	\$53,351.48	\$54,685.28	\$56,052.36	\$57,453.76
		STEPS: 10	11	12	13	14	15	16	17	18
		28.3126	29.0204	29.7459	30.4895	31.2517	32.0330	32.8338	33.6546	34.4960
		\$2,265.01	\$2,321.63	\$2,379.67	\$2,439.16	\$2,500.14	\$2,562.64	\$2,626.70	\$2,692.37	\$2,759.68
		\$58,890.26	\$60,362.38	\$61,871.42	\$63,418.16	\$65,003.64	\$66,628.64	\$68,294.20	\$70,001.62	\$71,751.68
		STEPS: 1	2	3	4	5	6	7	8	9
		22.6707	23.2375	23.8184	24.4139	25.0242	25.6498	26.2910	26.9483	27.6220

APPENDIX A – 2. PAY PLAN
Agreement Between the City of Pinellas Park and AFSCME Local 762
Effective with the first day of the pay period which includes October 1, 2020

		1.5% GWI at Step 1; 2.5% between steps								
GRADE	CLASSIFICATION	STEPS: 1	2	3	4	5	6	7	8	9
508	Recreation Assistant	13.7004	14.0429	14.3940	14.7539	15.1227	15.5008	15.8883	16.2855	16.6926
		\$1,096.03	\$1,123.43	\$1,151.52	\$1,180.31	\$1,209.82	\$1,240.06	\$1,271.06	\$1,302.84	\$1,335.41
		\$28,496.78	\$29,209.18	\$29,939.52	\$30,688.06	\$31,455.32	\$32,241.56	\$33,047.56	\$33,873.84	\$34,720.66
		STEPS: 10	11	12	13	14	15	16	17	18
		17.1099	17.5376	17.9760	18.4254	18.8860	19.3582	19.8422	20.3383	20.8468
		\$1,368.79	\$1,403.01	\$1,438.08	\$1,474.03	\$1,510.88	\$1,548.66	\$1,587.38	\$1,627.06	\$1,667.74
		\$35,588.54	\$36,478.26	\$37,390.08	\$38,324.78	\$39,282.88	\$40,265.16	\$41,271.88	\$42,303.56	\$43,361.24
		STEPS: 1	2	3	4	5	6	7	8	9
		14.0429	14.3940	14.7539	15.1227	15.5008	15.8883	16.2855	16.6926	17.1099
		\$1,123.43	\$1,151.52	\$1,180.31	\$1,209.82	\$1,240.06	\$1,271.06	\$1,302.84	\$1,335.41	\$1,368.79
		\$29,209.18	\$29,939.52	\$30,688.06	\$31,455.32	\$32,241.56	\$33,047.56	\$33,873.84	\$34,720.66	\$35,588.54
		STEPS: 10	11	12	13	14	15	16	17	18
		17.5376	17.9760	18.4254	18.8860	19.3582	19.8422	20.3383	20.8468	21.3680
		\$1,403.01	\$1,438.08	\$1,474.03	\$1,510.88	\$1,548.66	\$1,587.38	\$1,627.06	\$1,667.74	\$1,709.44
		\$36,478.26	\$37,390.08	\$38,324.78	\$39,282.88	\$40,265.16	\$41,271.88	\$42,303.56	\$43,361.24	\$44,445.44
512	Senior Recreation Assistant Utilities Technician	STEPS: 1	2	3	4	5	6	7	8	9
		15.1225	15.5006	15.8881	16.2853	16.6924	17.1097	17.5374	17.9758	18.4252
		\$1,209.80	\$1,240.05	\$1,271.05	\$1,302.82	\$1,335.39	\$1,368.78	\$1,402.99	\$1,438.06	\$1,474.02
		\$31,454.80	\$32,241.30	\$33,047.30	\$33,873.32	\$34,720.14	\$35,588.28	\$36,477.74	\$37,389.56	\$38,324.52
		STEPS: 10	11	12	13	14	15	16	17	18
		18.8858	19.3579	19.8418	20.3378	20.8462	21.3674	21.9016	22.4491	23.0103
		\$1,510.86	\$1,548.63	\$1,587.34	\$1,627.02	\$1,667.70	\$1,709.39	\$1,752.13	\$1,795.93	\$1,840.82
		\$39,282.36	\$40,264.38	\$41,270.84	\$42,302.52	\$43,360.20	\$44,444.14	\$45,555.38	\$46,694.18	\$47,861.32
513	Inventory Control Clerk	STEPS: 1	2	3	4	5	6	7	8	9
		15.5007	15.8882	16.2854	16.6925	17.1098	17.5375	17.9759	18.4253	18.8859
		\$1,240.06	\$1,271.06	\$1,302.83	\$1,335.40	\$1,368.78	\$1,403.00	\$1,438.07	\$1,474.02	\$1,510.87
		\$32,241.56	\$33,047.56	\$33,873.58	\$34,720.40	\$35,588.28	\$36,478.00	\$37,389.82	\$38,324.52	\$39,282.62
		STEPS: 10	11	12	13	14	15	16	17	18
		19.3580	19.8420	20.3381	20.8466	21.3678	21.9020	22.4496	23.0108	23.5861
		\$1,548.64	\$1,587.36	\$1,627.05	\$1,667.73	\$1,709.42	\$1,752.16	\$1,795.97	\$1,840.86	\$1,886.89
		\$40,264.64	\$41,271.36	\$42,303.30	\$43,360.98	\$44,444.92	\$45,556.16	\$46,695.22	\$47,862.36	\$49,059.14

Agreement Between the City of Pinellas Park and AFSCME Local 762

Effective with the Payroll Period which Includes October 1, 2020

GRADE	CLASSIFICATION	1.5% GWI at Step 1; 2.5% between steps								
		STEPS: 1	2	3	4	5	6	7	8	9
514	Building Maintenance Specialist Utility Location Technician	15.8882	16.2854	16.6925	17.1098	17.5375	17.9759	18.4253	18.8859	19.3580
		\$1,271.06	\$1,302.83	\$1,335.40	\$1,368.78	\$1,403.00	\$1,438.07	\$1,474.02	\$1,510.87	\$1,548.64
		\$33,047.56	\$33,873.58	\$34,720.40	\$35,588.28	\$36,478.00	\$37,389.82	\$38,324.52	\$39,282.62	\$40,264.64
		STEPS: 10	11	12	13	14	15	16	17	18
		19.8420	20.3381	20.8466	21.3678	21.9020	22.4496	23.0108	23.5861	24.1758
		\$1,587.36	\$1,627.05	\$1,667.73	\$1,709.42	\$1,752.16	\$1,795.97	\$1,840.86	\$1,886.89	\$1,934.06
		\$41,271.36	\$42,303.30	\$43,360.98	\$44,444.92	\$45,556.16	\$46,695.22	\$47,862.36	\$49,059.14	\$50,285.56
		STEPS: 1	2	3	4	5	6	7	8	9
		16.2854	16.6925	17.1098	17.5375	17.9759	18.4253	18.8859	19.3580	19.8420
		\$1,302.83	\$1,335.40	\$1,368.78	\$1,403.00	\$1,438.07	\$1,474.02	\$1,510.87	\$1,548.64	\$1,587.36
515	Senior Parks Maintenance Worker Traffic Technician	\$33,873.58	\$34,720.40	\$35,588.28	\$36,478.00	\$37,389.82	\$38,324.52	\$39,282.62	\$40,264.64	\$41,271.36
		STEPS: 10	11	12	13	14	15	16	17	18
		20.3381	20.8466	21.3678	21.9020	22.4496	23.0108	23.5861	24.1758	24.7802
		\$1,627.05	\$1,667.73	\$1,709.42	\$1,752.16	\$1,795.97	\$1,840.86	\$1,886.89	\$1,934.06	\$1,982.42
		\$42,303.30	\$43,360.98	\$44,444.92	\$45,556.16	\$46,695.22	\$47,862.36	\$49,059.14	\$50,285.56	\$51,542.92
		STEPS: 1	2	3	4	5	6	7	8	9
		17.1097	17.5374	17.9758	18.4252	18.8858	19.3579	19.8418	20.3378	20.8462
		\$1,368.78	\$1,402.99	\$1,438.06	\$1,474.02	\$1,510.86	\$1,548.63	\$1,587.34	\$1,627.02	\$1,667.70
		\$35,588.28	\$36,477.74	\$37,389.56	\$38,324.52	\$39,282.36	\$40,264.38	\$41,270.84	\$42,302.52	\$43,360.20
		STEPS: 10	11	12	13	14	15	16	17	18
517	Senior Storm Water Maintenance Operator Senior Streets Maintenance Operator Senior Utilities Technician Water Quality Control Technician	21.3674	21.9016	22.4491	23.0103	23.5856	24.1752	24.7796	25.3991	26.0341
		\$1,709.39	\$1,752.13	\$1,795.93	\$1,840.82	\$1,886.85	\$1,934.02	\$1,982.37	\$2,031.93	\$2,082.73
		\$44,444.14	\$45,555.38	\$46,694.18	\$47,861.32	\$49,058.10	\$50,284.52	\$51,541.62	\$52,830.18	\$54,150.98
		STEPS: 1	2	3	4	5	6	7	8	9
		18.4254	18.8860	19.3582	19.8422	20.3383	20.8468	21.3680	21.9022	22.4498
		\$1,474.03	\$1,510.88	\$1,548.66	\$1,587.38	\$1,627.06	\$1,667.74	\$1,709.44	\$1,752.18	\$1,795.98
		\$38,324.78	\$39,282.88	\$40,265.16	\$41,271.88	\$42,303.56	\$43,361.24	\$44,445.44	\$45,556.68	\$46,695.48
		STEPS: 10	11	12	13	14	15	16	17	18
		23.0110	23.5863	24.1760	24.7804	25.3999	26.0349	26.6858	27.3529	28.0367
		\$1,840.88	\$1,886.90	\$1,934.08	\$1,982.43	\$2,031.99	\$2,082.79	\$2,134.86	\$2,188.23	\$2,242.94
520	Automotive Mechanic Electrician Survey Instrument Technician/ Party Chief	\$47,862.88	\$49,059.40	\$50,286.08	\$51,543.18	\$52,831.74	\$54,152.54	\$55,506.36	\$56,893.98	\$58,316.44

Agreement Between the City of Pinellas Park and AFSCME Local 762

Effective with the Payroll Period which Includes October 1, 2020

GRADE	CLASSIFICATION	1.5% GWI at Step 1; 2.5% between steps								
		STEPS: 1	2	3	4	5	6	7	8	9
526	Engineering Inspector	21.3677	21.9019	22.4494	23.0106	23.5859	24.1755	24.7799	25.3994	26.0344
		\$1,709.42	\$1,752.15	\$1,795.95	\$1,840.85	\$1,886.87	\$1,934.04	\$1,982.39	\$2,031.95	\$2,082.75
		\$44,444.92	\$45,555.90	\$46,694.70	\$47,862.10	\$49,058.62	\$50,285.04	\$51,542.14	\$52,830.70	\$54,151.50
		STEPS: 10	11	12	13	14	15	16	17	18
		26.6853	27.3524	28.0362	28.7371	29.4555	30.1919	30.9467	31.7204	32.5134
		\$2,134.82	\$2,188.19	\$2,242.90	\$2,298.97	\$2,356.44	\$2,415.35	\$2,475.74	\$2,537.63	\$2,601.07
		\$55,505.32	\$56,892.94	\$58,315.40	\$59,773.22	\$61,267.44	\$62,799.10	\$64,369.24	\$65,978.38	\$67,627.82
		STEPS: 1	2	3	4	5	6	7	8	9
		21.9018	22.4493	23.0105	23.5858	24.1754	24.7798	25.3993	26.0343	26.6852
		\$1,752.14	\$1,795.94	\$1,840.84	\$1,886.86	\$1,934.03	\$1,982.38	\$2,031.94	\$2,082.74	\$2,134.82
527	Senior Automotive Mechanic	\$45,555.64	\$46,694.44	\$47,861.84	\$49,058.36	\$50,284.78	\$51,541.88	\$52,830.44	\$54,151.24	\$55,505.32
		STEPS: 10	11	12	13	14	15	16	17	18
		27.3523	28.0361	28.7370	29.4554	30.1918	30.9466	31.7203	32.5133	33.3261
		\$2,188.18	\$2,242.89	\$2,298.96	\$2,356.43	\$2,415.34	\$2,475.73	\$2,537.62	\$2,601.06	\$2,666.09
		\$56,892.68	\$58,315.14	\$59,772.96	\$61,267.18	\$62,798.84	\$64,368.98	\$65,978.12	\$67,627.56	\$69,318.34
		STEPS: 1	2	3	4	5	6	7	8	9
		22.4495	23.0107	23.5860	24.1757	24.7801	25.3996	26.0346	26.6855	27.3526
		\$1,795.96	\$1,840.86	\$1,886.88	\$1,934.06	\$1,982.41	\$2,031.97	\$2,082.77	\$2,134.84	\$2,188.21
		\$46,694.96	\$47,862.36	\$49,058.88	\$50,285.56	\$51,542.66	\$52,831.22	\$54,152.02	\$55,505.84	\$56,893.46
		STEPS: 10	11	12	13	14	15	16	17	18
528	Automotive Equipment Specialist	28.0364	28.7373	29.4557	30.1921	30.9469	31.7206	32.5136	33.3264	34.1596
		\$2,242.91	\$2,298.98	\$2,356.46	\$2,415.37	\$2,475.75	\$2,537.65	\$2,601.09	\$2,666.11	\$2,732.77
		\$58,315.66	\$59,773.48	\$61,267.96	\$62,799.62	\$64,369.50	\$65,978.90	\$67,628.34	\$69,318.86	\$71,052.02
		STEPS: 1	2	3	4	5	6	7	8	9
		23.0108	23.5861	24.1758	24.7802	25.3997	26.0347	26.6856	27.3527	28.0365
		\$1,840.86	\$1,886.89	\$1,934.06	\$1,982.42	\$2,031.98	\$2,082.78	\$2,134.85	\$2,188.22	\$2,242.92
		\$47,862.36	\$49,059.14	\$50,285.56	\$51,542.92	\$52,831.48	\$54,152.28	\$55,506.10	\$56,893.72	\$58,315.92
		STEPS: 10	11	12	13	14	15	16	17	18
		28.7374	29.4558	30.1922	30.9470	31.7207	32.5137	33.3265	34.1597	35.0137
		\$2,298.99	\$2,356.46	\$2,415.38	\$2,475.76	\$2,537.66	\$2,601.10	\$2,666.12	\$2,732.78	\$2,801.10
529	Lead Automotive Mechanic	\$59,773.74	\$61,267.96	\$62,799.88	\$64,369.76	\$65,979.16	\$67,628.60	\$69,319.12	\$71,052.28	\$72,828.60

APPENDIX A – 3. PAY PLAN
Agreement Between the City of Pinellas Park and AFSCME Local 762
Effective with the first day of the pay period which includes October 1, 2021

GRADE	CLASSIFICATION	1.5% GWI at Step 1; 2.5% between steps									
		STEPS:	1	2	3	4	5	6	7	8	9
508	Recreation Assistant		13.9059	14.2535	14.6098	14.9750	15.3494	15.7331	16.1264	16.5296	16.9428
			\$1,112.47	\$1,140.28	\$1,168.78	\$1,198.00	\$1,227.95	\$1,258.65	\$1,290.11	\$1,322.37	\$1,355.42
			\$28,924.22	\$29,647.28	\$30,388.28	\$31,148.00	\$31,926.70	\$32,724.90	\$33,542.86	\$34,381.62	\$35,240.92
		STEPS:	10	11	12	13	14	15	16	17	18
			17.3664	17.8006	18.2456	18.7017	19.1692	19.6484	20.1396	20.6431	21.1592
			\$1,389.31	\$1,424.05	\$1,459.65	\$1,496.14	\$1,533.54	\$1,571.87	\$1,611.17	\$1,651.45	\$1,692.74
	\$36,122.06	\$37,025.30	\$37,950.90	\$38,899.64	\$39,872.04	\$40,868.62	\$41,890.42	\$42,937.70	\$44,011.24		
509	Parks Maintenance Worker Storm Water Maintenance Operator Streets Maintenance Operator Utility Meter Reader	STEPS:	1	2	3	4	5	6	7	8	9
			14.2535	14.6098	14.9750	15.3494	15.7331	16.1264	16.5296	16.9428	17.3664
			\$1,140.28	\$1,168.78	\$1,198.00	\$1,227.95	\$1,258.65	\$1,290.11	\$1,322.37	\$1,355.42	\$1,389.31
			\$29,647.28	\$30,388.28	\$31,148.00	\$31,926.70	\$32,724.90	\$33,542.86	\$34,381.62	\$35,240.92	\$36,122.06
		STEPS:	10	11	12	13	14	15	16	17	18
			17.8006	18.2456	18.7017	19.1692	19.6484	20.1396	20.6431	21.1592	21.6882
	\$1,424.05	\$1,459.65	\$1,496.14	\$1,533.54	\$1,571.87	\$1,611.17	\$1,651.45	\$1,692.74	\$1,735.06		
	\$37,025.30	\$37,950.90	\$38,899.64	\$39,872.04	\$40,868.62	\$41,890.42	\$42,937.70	\$44,011.24	\$45,111.56		
512	Senior Recreation Assistant Utilities Technician	STEPS:	1	2	3	4	5	6	7	8	9
			15.3493	15.7330	16.1263	16.5295	16.9427	17.3663	17.8005	18.2455	18.7016
			\$1,227.94	\$1,258.64	\$1,290.10	\$1,322.36	\$1,355.42	\$1,389.30	\$1,424.04	\$1,459.64	\$1,496.13
			\$31,926.44	\$32,724.64	\$33,542.60	\$34,381.36	\$35,240.92	\$36,121.80	\$37,025.04	\$37,950.64	\$38,899.38
		STEPS:	10	11	12	13	14	15	16	17	18
			19.1691	19.6483	20.1395	20.6430	21.1591	21.6881	22.2303	22.7861	23.3558
	\$1,533.53	\$1,571.86	\$1,611.16	\$1,651.44	\$1,692.73	\$1,735.05	\$1,778.42	\$1,822.89	\$1,868.46		
	\$39,871.78	\$40,868.36	\$41,890.16	\$42,937.44	\$44,010.98	\$45,111.30	\$46,238.92	\$47,395.14	\$48,579.96		
513	Inventory Control Clerk	STEPS:	1	2	3	4	5	6	7	8	9
			15.7332	16.1265	16.5297	16.9429	17.3665	17.8007	18.2457	18.7018	19.1693
			\$1,258.66	\$1,290.12	\$1,322.38	\$1,355.43	\$1,389.32	\$1,424.06	\$1,459.66	\$1,496.14	\$1,533.54
			\$32,725.16	\$33,543.12	\$34,381.88	\$35,241.18	\$36,122.32	\$37,025.56	\$37,951.16	\$38,899.64	\$39,872.04
		STEPS:	10	11	12	13	14	15	16	17	18
			19.6485	20.1397	20.6432	21.1593	21.6883	22.2305	22.7863	23.3560	23.9399
	\$1,571.88	\$1,611.18	\$1,651.46	\$1,692.74	\$1,735.06	\$1,778.44	\$1,822.90	\$1,868.48	\$1,915.19		
	\$40,868.88	\$41,890.68	\$42,937.96	\$44,011.24	\$45,111.56	\$46,239.44	\$47,395.40	\$48,580.48	\$49,794.94		

Agreement Between the City of Pinellas Park and AFSCME Local 762

Effective with the Payroll Period which Includes October 1, 2021

GRADE	CLASSIFICATION	1.5% GWI at Step 1; 2.5% between steps								
		STEPS: 1	2	3	4	5	6	7	8	9
514	Building Maintenance Specialist Utility Location Technician	16.1265	16.5297	16.9429	17.3665	17.8007	18.2457	18.7018	19.1693	19.6485
		\$1,290.12	\$1,322.38	\$1,355.43	\$1,389.32	\$1,424.06	\$1,459.66	\$1,496.14	\$1,533.54	\$1,571.88
		\$33,543.12	\$34,381.88	\$35,241.18	\$36,122.32	\$37,025.56	\$37,951.16	\$38,899.64	\$39,872.04	\$40,868.88
		STEPS: 10	11	12	13	14	15	16	17	18
		20.1397	20.6432	21.1593	21.6883	22.2305	22.7863	23.3560	23.9399	24.5384
		\$1,611.18	\$1,651.46	\$1,692.74	\$1,735.06	\$1,778.44	\$1,822.90	\$1,868.48	\$1,915.19	\$1,963.07
		\$41,890.68	\$42,937.96	\$44,011.24	\$45,111.56	\$46,239.44	\$47,395.40	\$48,580.48	\$49,794.94	\$51,039.82
		STEPS: 1	2	3	4	5	6	7	8	9
		16.5297	16.9429	17.3665	17.8007	18.2457	18.7018	19.1693	19.6485	20.1397
		\$1,322.38	\$1,355.43	\$1,389.32	\$1,424.06	\$1,459.66	\$1,496.14	\$1,533.54	\$1,571.88	\$1,611.18
515	Senior Parks Maintenance Worker Traffic Technician	\$34,381.88	\$35,241.18	\$36,122.32	\$37,025.56	\$37,951.16	\$38,899.64	\$39,872.04	\$40,868.88	\$41,890.68
		STEPS: 10	11	12	13	14	15	16	17	18
		20.6432	21.1593	21.6883	22.2305	22.7863	23.3560	23.9399	24.5384	25.1519
		\$1,651.46	\$1,692.74	\$1,735.06	\$1,778.44	\$1,822.90	\$1,868.48	\$1,915.19	\$1,963.07	\$2,012.15
		\$42,937.96	\$44,011.24	\$45,111.56	\$46,239.44	\$47,395.40	\$48,580.48	\$49,794.94	\$51,039.82	\$52,315.90
		STEPS: 1	2	3	4	5	6	7	8	9
		17.3663	17.8005	18.2455	18.7016	19.1691	19.6483	20.1395	20.6430	21.1591
		\$1,389.30	\$1,424.04	\$1,459.64	\$1,496.13	\$1,533.53	\$1,571.86	\$1,611.16	\$1,651.44	\$1,692.73
	Senior Storm Water Maintenance Operator Senior Streets Maintenance Operator Senior Utilities Technician Water Quality Control Technician	\$36,121.80	\$37,025.04	\$37,950.64	\$38,899.38	\$39,871.78	\$40,868.36	\$41,890.16	\$42,937.44	\$44,010.98
		STEPS: 10	11	12	13	14	15	16	17	18
		21.6881	22.2303	22.7861	23.3558	23.9397	24.5382	25.1517	25.7805	26.4250
517		\$1,735.05	\$1,778.42	\$1,822.89	\$1,868.46	\$1,915.18	\$1,963.06	\$2,012.14	\$2,062.44	\$2,114.00
		\$45,111.30	\$46,238.92	\$47,395.14	\$48,579.96	\$49,794.68	\$51,039.56	\$52,315.64	\$53,623.44	\$54,964.00
		STEPS: 1	2	3	4	5	6	7	8	9
		18.7018	19.1693	19.6485	20.1397	20.6432	21.1593	21.6883	22.2305	22.7863
		\$1,496.14	\$1,533.54	\$1,571.88	\$1,611.18	\$1,651.46	\$1,692.74	\$1,735.06	\$1,778.44	\$1,822.90
	Automotive Mechanic Electrician Survey Instrument Technician/ Party Chief	\$38,899.64	\$39,872.04	\$40,868.88	\$41,890.68	\$42,937.96	\$44,011.24	\$45,111.56	\$46,239.44	\$47,395.40
		STEPS: 10	11	12	13	14	15	16	17	18
		23.3560	23.9399	24.5384	25.1519	25.7807	26.4252	27.0858	27.7629	28.4570
		\$1,868.48	\$1,915.19	\$1,963.07	\$2,012.15	\$2,062.46	\$2,114.02	\$2,166.86	\$2,221.03	\$2,276.56
		\$48,580.48	\$49,794.94	\$51,039.82	\$52,315.90	\$53,623.96	\$54,964.52	\$56,338.36	\$57,746.78	\$59,190.56

Agreement Between the City of Pinellas Park and AFSCME Local 762

Effective with the Payroll Period which Includes October 1, 2021

GRADE	CLASSIFICATION	1.5% GWI at Step 1; 2.5% between steps								
		STEPS: 1	2	3	4	5	6	7	8	9
526	Engineering Inspector	21.6882	22.2304	22.7862	23.3559	23.9398	24.5383	25.1518	25.7806	26.4251
		\$1,735.06	\$1,778.43	\$1,822.90	\$1,868.47	\$1,915.18	\$1,963.06	\$2,012.14	\$2,062.45	\$2,114.01
		\$45,111.56	\$46,239.18	\$47,395.40	\$48,580.22	\$49,794.68	\$51,039.56	\$52,315.64	\$53,623.70	\$54,964.26
		STEPS: 10	11	12	13	14	15	16	17	18
		27.0857	27.7628	28.4569	29.1683	29.8975	30.6449	31.4110	32.1963	33.0012
		\$2,166.86	\$2,221.02	\$2,276.55	\$2,333.46	\$2,391.80	\$2,451.59	\$2,512.88	\$2,575.70	\$2,640.10
		\$56,338.36	\$57,746.52	\$59,190.30	\$60,669.96	\$62,186.80	\$63,741.34	\$65,334.88	\$66,968.20	\$68,642.60
		STEPS: 1	2	3	4	5	6	7	8	9
		22.2303	22.7861	23.3558	23.9397	24.5382	25.1517	25.7805	26.4250	27.0856
		\$1,778.42	\$1,822.89	\$1,868.46	\$1,915.18	\$1,963.06	\$2,012.14	\$2,062.44	\$2,114.00	\$2,166.85
527	Senior Automotive Mechanic	\$46,238.92	\$47,395.14	\$48,579.96	\$49,794.68	\$51,039.56	\$52,315.64	\$53,623.44	\$54,964.00	\$56,338.10
		STEPS: 10	11	12	13	14	15	16	17	18
		27.7627	28.4568	29.1682	29.8974	30.6448	31.4109	32.1962	33.0011	33.8261
		\$2,221.02	\$2,276.54	\$2,333.46	\$2,391.79	\$2,451.58	\$2,512.87	\$2,575.70	\$2,640.09	\$2,706.09
		\$57,746.52	\$59,190.04	\$60,669.96	\$62,186.54	\$63,741.08	\$65,334.62	\$66,968.20	\$68,642.34	\$70,358.34
		STEPS: 1	2	3	4	5	6	7	8	9
		22.7862	23.3559	23.9398	24.5383	25.1518	25.7806	26.4251	27.0857	27.7628
		\$1,822.90	\$1,868.47	\$1,915.18	\$1,963.06	\$2,012.14	\$2,062.45	\$2,114.01	\$2,166.86	\$2,221.02
		\$47,395.40	\$48,580.22	\$49,794.68	\$51,039.56	\$52,315.64	\$53,623.70	\$54,964.26	\$56,338.36	\$57,746.52
		STEPS: 10	11	12	13	14	15	16	17	18
		28.4569	29.1683	29.8975	30.6449	31.4110	32.1963	33.0012	33.8262	34.6719
528	Automotive Equipment Specialist	\$2,276.55	\$2,333.46	\$2,391.80	\$2,451.59	\$2,512.88	\$2,575.70	\$2,640.10	\$2,706.10	\$2,773.75
		\$59,190.30	\$60,669.96	\$62,186.80	\$63,741.34	\$65,334.88	\$66,968.20	\$68,642.60	\$70,358.60	\$72,117.50
		STEPS: 1	2	3	4	5	6	7	8	9
		23.3560	23.9399	24.5384	25.1519	25.7807	26.4252	27.0858	27.7629	28.4570
		\$1,868.48	\$1,915.19	\$1,963.07	\$2,012.15	\$2,062.46	\$2,114.02	\$2,166.86	\$2,221.03	\$2,276.56
		\$48,580.48	\$49,794.94	\$51,039.82	\$52,315.90	\$53,623.96	\$54,964.52	\$56,338.36	\$57,746.78	\$59,190.56
		STEPS: 10	11	12	13	14	15	16	17	18
		29.1684	29.8976	30.6450	31.4111	32.1964	33.0013	33.8263	34.6720	35.5388
		\$2,333.47	\$2,391.81	\$2,451.60	\$2,512.89	\$2,575.71	\$2,640.10	\$2,706.10	\$2,773.76	\$2,843.10
		\$60,670.22	\$62,187.06	\$63,741.60	\$65,335.14	\$66,968.46	\$68,642.60	\$70,358.60	\$72,117.76	\$73,920.60
529	Lead Automotive Mechanic	STEPS: 1	2	3	4	5	6	7	8	9
		23.3560	23.9399	24.5384	25.1519	25.7807	26.4252	27.0858	27.7629	28.4570
		\$1,868.48	\$1,915.19	\$1,963.07	\$2,012.15	\$2,062.46	\$2,114.02	\$2,166.86	\$2,221.03	\$2,276.56
		\$48,580.48	\$49,794.94	\$51,039.82	\$52,315.90	\$53,623.96	\$54,964.52	\$56,338.36	\$57,746.78	\$59,190.56
		STEPS: 10	11	12	13	14	15	16	17	18
		29.1684	29.8976	30.6450	31.4111	32.1964	33.0013	33.8263	34.6720	35.5388
		\$2,333.47	\$2,391.81	\$2,451.60	\$2,512.89	\$2,575.71	\$2,640.10	\$2,706.10	\$2,773.76	\$2,843.10
		\$60,670.22	\$62,187.06	\$63,741.60	\$65,335.14	\$66,968.46	\$68,642.60	\$70,358.60	\$72,117.76	\$73,920.60
		STEPS: 1	2	3	4	5	6	7	8	9
		23.3560	23.9399	24.5384	25.1519	25.7807	26.4252	27.0858	27.7629	28.4570



Appendix B - Employee Grievance Form

This form is designated for use by employees who are members of the bargaining unit covered by the Agreement between the City of Pinellas Park and AFSCME Local 762



Part I – Statement of Grievance

Provide a detailed statement to include the paragraph and Article of the contract allegedly violated as well as the date, time, and location. If appropriate, give names of witnesses. (May be in the form of an attachment):

Requested resolution (What action would you like management to take regarding this grievance?)

Employee Signature:	Date:	Name of Management Representative and date grievance was presented:
Union representative Signature:	Date:	
Election of Union representation: <input type="checkbox"/> Yes <input type="checkbox"/> No		AFSCME Local 762 representation: <input type="checkbox"/> Yes <input type="checkbox"/> No

Part II – Action at Step 1 (Division Director)

Name of Division Director:	Date Received:	Date of meeting with employee:	
Statement from Director if applicable (May be in the form of an attachment):			
Employee acceptance (initial box): <input type="checkbox"/> I accept the action taken by management and this grievance is resolved. <input type="checkbox"/> This grievance remains unresolved and I understand my right to appeal within the time period outlined for Action Step 2, Article 11, Section 1. (Action Step 2 to be completed by the Administrator) Date Delivered: _____		Employee Signature	Date:
		Signature of management representative	Date:
		Signature of union representative	Date:



Employee Grievance Form (Continued)



Part III – Action at Step 2 (Department Administrator)

Name of Department Administrator:	Date Received:	Date of meeting with employee:
Statement from Administrator (May be in the form of an attachment):		
<p>Employee acceptance (initial box):</p> <p><input type="checkbox"/> I accept the action taken by management and this grievance is resolved.</p> <p><input type="checkbox"/> This grievance remains unresolved and I understand my right to appeal within the time period outlined for Action Step 3, Article 11, Section 1. (Action Step 3 to be completed by the City Manager)</p> <p>Date Delivered: _____</p>		
Employee Signature		Date:
Signature of management representative		Date:
Signature of union representative		Date:

Part IV – Action at Step 3 (City Manager)

Name of City Manager:	Date Received:	Date of meeting with employee:
Statement from City Manager (May be in the form of an attachment):		
<p>Employee acceptance (initial box):</p> <p><input type="checkbox"/> I accept the action taken by management and this grievance is resolved.</p> <p><input type="checkbox"/> This grievance remains unresolved and I understand my right to arbitration. (Action Step 4, Article 11, Section 2)</p> <p>Date Delivered: _____</p>		
Employee Signature		Date:
Signature of management representative		Date:
Signature of union representative		Date:

APPENDIX C – COMPOSITION OF THE BARGAINING UNIT

INCLUDED: All Regular Full-time and Regular Part-time employees employed by the City of Pinellas Park in one of the classifications listed below.

CLASS TITLE

Auto Mechanic
Automotive Equipment Specialist
Building Maintenance Specialist
Electrician
Engineering Inspector
Inventory Control Clerk
Lead Auto Mechanic
~~Parks Maintenance Worker~~
Recreation Assistant
Senior Auto Mechanic
~~Senior Parks Maintenance Worker~~
Senior Recreation Assistant
Senior Storm Water Maintenance Operator
Senior Streets Maintenance Operator
Senior Utilities Technician
Storm Water Maintenance Operator
Streets Maintenance Operator
Survey Assistant
Survey Instrument Technician/Party Chief
Traffic Technician
Utilities Technician
Utility Location Technician
Utility Meter Reader
Water Quality Control Technician

EXCLUDED: Sworn police officers, certified firefighters, managerial and confidential employees, seasonal employees, temporary employees, part-time employees scheduled to work fewer than 20 hours per week, and all other employees of the City of Pinellas Park.