



## **AGREEMENT**

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 TO SEPTEMBER 30, 2019**

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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 this Agreement 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 \$10.00 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.

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.

## **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, classifications covered by this Agreement shall be announced in-house for a period of five days.

### **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.
  - 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 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 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 (or) which immediately follows the date this Agreement is ratified by City Council (whichever is later), each employee shall 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 in effect for September 30, 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, 2017) the hourly wage rates set forth in Appendix A-2 represents a .50% general wage increase at Step A over the rates in effect for September 30, 2016 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 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. In year three (3) of this Agreement (effective with the first day of the pay period that includes October 1, 2018) the hourly wage rates set forth in Appendix A-3 represent a .75% general wage increase at Step A over the rates in effect for September 30, 2017 with 2.5% between steps, rounded to four decimal places and adjusted to maintain the internal integrity of the pay plan.
- E. 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 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, 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. Members who are eligible for Normal Retirement entering the DROP Program on or after October 1, 2014 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 percent 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.
- C. 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 through March 31, 2017, 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	\$ 80.99
Employee Plus One	\$ 1,054.84	\$ 228.89
Employee Plus Family	\$ 1,462.37	\$ 334.69

- 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 October 1 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 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 1<sup>st</sup> of each year shall be credited with Personal Days as follows:

<b>Hire Month</b>	<b>Personal Days</b>
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 15<sup>th</sup> 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

<b>Years of Service</b>	<b>Monthly Accrual (Hrs)</b>	<b>Annual Accrual (Hrs)</b>
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.
- 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

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 an inactive status for a maximum of 240 working hours in any one calendar year.

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. 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 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 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 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, and shall continue in full force until the last day of September 2019, 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 30<sup>th</sup> 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 12<sup>th</sup> day of May 2016


**FOR CITY OF  
PINELLAS PARK, FLORIDA**

  
\_\_\_\_\_  
Douglas A. Lewis  
City Manager

  
\_\_\_\_\_  
Bart Diebold  
Public Works Administrator

  
\_\_\_\_\_  
Lisa Hendrickson  
Human Resources Administrator

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

  
\_\_\_\_\_  
Michael W. Birk  
Vice President, AFSCME Local 762

  
\_\_\_\_\_  
Gavin E. Adkins  
Treasurer, AFSCME Local 762

## 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, 2016										
GRADE	CLASSIFICATION	2.5% between steps								
		STEPS: A	B	C	D	E	F	G	H	I
508	Recreation Assistant	13.1337	13.4620	13.7986	14.1436	14.4972	14.8506	15.2311	15.6119	16.0022
		\$1,050.70	\$1,076.96	\$1,103.89	\$1,131.49	\$1,159.78	\$1,188.77	\$1,218.49	\$1,248.95	\$1,280.18
		\$27,318.20	\$28,000.96	\$28,701.14	\$29,418.74	\$30,154.28	\$30,908.02	\$31,680.74	\$32,472.70	\$33,284.88
		16.4023	16.8124	17.2327	17.6635	18.1051	18.5577	19.0216	19.4971	19.9845
		\$1,312.18	\$1,344.99	\$1,378.62	\$1,413.08	\$1,448.41	\$1,484.62	\$1,521.73	\$1,559.77	\$1,598.78
		\$34,116.68	\$34,969.74	\$35,844.12	\$36,740.06	\$37,658.66	\$38,600.12	\$39,564.98	\$40,554.02	\$41,567.76
509	Parks Maintenance Worker Storm Water Maintenance Operator Streets Maintenance Operator Utility Meter Reader	13.4621	13.7987	14.1437	14.4973	14.8597	15.2312	15.6120	16.0023	16.4024
		\$1,076.97	\$1,103.90	\$1,131.50	\$1,159.78	\$1,188.78	\$1,218.50	\$1,248.96	\$1,280.18	\$1,312.19
		\$28,001.22	\$28,701.40	\$29,419.00	\$30,154.28	\$30,908.28	\$31,681.00	\$32,472.96	\$33,284.68	\$34,116.94
		16.8125	17.2328	17.6636	18.1052	18.5578	19.0217	19.4972	19.9846	20.4842
		\$1,345.00	\$1,378.62	\$1,413.09	\$1,448.42	\$1,484.62	\$1,521.74	\$1,559.78	\$1,598.77	\$1,638.74
		\$34,970.00	\$35,844.12	\$36,740.34	\$37,658.92	\$38,600.12	\$39,565.24	\$40,554.28	\$41,568.02	\$42,607.24
512	Senior Recreation Assistant Utilities Technician	14.4970	14.8594	15.2309	15.6117	16.0020	16.4021	16.8122	17.2325	17.6633
		\$1,159.76	\$1,188.75	\$1,218.47	\$1,248.94	\$1,280.16	\$1,312.17	\$1,344.98	\$1,378.60	\$1,413.06
		\$30,153.78	\$30,907.50	\$31,680.22	\$32,472.44	\$33,284.16	\$34,116.42	\$34,969.48	\$35,843.60	\$36,739.56
		18.1049	18.5575	19.0214	19.4969	19.9843	20.4839	20.9960	21.5209	22.0589
		\$1,448.39	\$1,484.60	\$1,521.71	\$1,559.75	\$1,598.74	\$1,638.71	\$1,679.68	\$1,721.87	\$1,764.71
		\$37,658.14	\$38,589.60	\$39,564.46	\$40,563.50	\$41,587.24	\$42,606.46	\$43,671.68	\$44,763.42	\$45,882.46
513	Inventory Control Clerk	14.8596	15.2311	15.6119	16.0022	16.4023	16.8124	17.2327	17.6635	18.1051
		\$1,188.77	\$1,218.49	\$1,248.95	\$1,280.18	\$1,312.18	\$1,344.98	\$1,378.62	\$1,413.08	\$1,448.41
		\$30,908.02	\$31,680.74	\$32,472.70	\$33,284.68	\$34,116.68	\$34,969.74	\$35,844.12	\$36,740.06	\$37,658.66
		18.5577	19.0216	19.4971	19.9845	20.4841	20.9962	21.5211	22.0591	22.6106
		\$1,484.62	\$1,521.73	\$1,559.76	\$1,598.76	\$1,638.73	\$1,679.70	\$1,721.69	\$1,764.73	\$1,808.85
		\$38,600.12	\$39,564.98	\$40,554.02	\$41,567.76	\$42,606.98	\$43,672.20	\$44,763.94	\$45,882.98	\$47,030.10
Pg. 1 of 3										

# **Agreement Between the City of Pinellas Park and AFSCME Local 762**

*Effective with the Payroll Period which Includes October 1, 2016*

Effective with the Payroll Period which includes October 1, 2010											
GRADE	CLASSIFICATION	2.5% between steps									
		STEPS: A	B	C	D	E	F	G	H	I	
514	Building Maintenance Specialist Utility Location Technician	15.2311	15.6119	16.0022	16.4023	16.8124	17.2327	17.6635	18.1051	18.5577	
		\$1,218.49	\$1,248.95	\$1,280.18	\$1,312.18	\$1,344.99	\$1,378.62	\$1,413.08	\$1,448.41	\$1,484.62	
		\$31,680.74	\$32,472.70	\$33,284.68	\$34,116.68	\$34,969.74	\$35,844.12	\$36,740.08	\$37,658.66	\$38,600.12	
		STEPS: J	K	L	M	N	O	P	Q	R	
		19.0216	19.4971	19.9845	20.4841	20.9962	21.5211	22.0591	22.6106	23.1759	
		\$1,521.73	\$1,559.77	\$1,598.78	\$1,638.73	\$1,679.70	\$1,721.69	\$1,764.73	\$1,808.85	\$1,854.07	
		\$39,584.98	\$40,564.02	\$41,567.76	\$42,606.98	\$43,672.20	\$44,763.94	\$45,882.88	\$47,030.10	\$48,205.82	
515	Senior Parks Maintenance Worker Traffic Technician	STEPS: A	B	C	D	E	F	G	H	I	
		15.6118	16.0021	16.4022	16.8123	17.2326	17.6634	18.1050	18.5578	19.0215	
		\$1,248.94	\$1,280.17	\$1,312.18	\$1,344.98	\$1,378.61	\$1,413.07	\$1,448.40	\$1,484.61	\$1,521.72	
		\$32,472.44	\$33,284.42	\$34,116.68	\$34,969.48	\$35,843.88	\$36,739.82	\$37,658.40	\$38,599.85	\$39,564.72	
		STEPS: J	K	L	M	N	O	P	Q	R	
		19.4970	19.9844	20.4840	20.9961	21.5210	22.0590	22.6106	23.1758	23.7552	
		\$1,559.76	\$1,598.75	\$1,638.72	\$1,679.69	\$1,721.68	\$1,764.72	\$1,808.84	\$1,854.08	\$1,900.42	
		\$40,553.78	\$41,567.50	\$42,606.72	\$43,671.94	\$44,763.68	\$45,882.72	\$47,029.84	\$48,205.56	\$49,410.92	
517	Senior Storm Water Maintenance Operate Senior Streets Maintenance Operator Senior Utilities Technician Water Quality Control Technician	STEPS: A	B	C	D	E	F	G	H	I	
		16.4021	16.8122	17.2325	17.6633	18.1049	18.5575	19.0214	19.4969	19.9843	
		\$1,312.17	\$1,344.98	\$1,378.60	\$1,413.06	\$1,448.39	\$1,484.60	\$1,521.71	\$1,559.75	\$1,598.74	
		\$34,116.42	\$34,969.48	\$35,843.60	\$36,739.56	\$37,658.14	\$38,599.60	\$39,564.46	\$40,553.50	\$41,567.24	
		STEPS: J	K	L	M	N	O	P	Q	R	
		20.4839	20.9960	21.5209	22.0589	22.6104	23.1757	23.7551	24.3490	24.9577	
		\$1,638.71	\$1,679.68	\$1,721.67	\$1,764.71	\$1,808.83	\$1,854.08	\$1,900.41	\$1,947.92	\$1,996.62	
		\$42,606.46	\$43,671.68	\$44,763.42	\$45,882.46	\$47,029.58	\$48,205.58	\$49,410.88	\$50,645.82	\$51,912.12	
520	Automotive Mechanic Electrician Survey Instrument Technician/ Party Chief	STEPS: A	B	C	D	E	F	G	H	I	
		17.6634	18.1050	18.5576	19.0215	19.4970	19.9844	20.4840	20.9961	21.5210	
		\$1,413.07	\$1,448.40	\$1,484.61	\$1,521.72	\$1,559.76	\$1,598.75	\$1,638.72	\$1,679.69	\$1,721.68	
		\$36,739.82	\$37,658.40	\$38,599.86	\$39,564.72	\$40,553.76	\$41,567.50	\$42,606.72	\$43,671.94	\$44,763.68	
		STEPS: J	K	L	M	N	O	P	Q	R	
		22.0590	22.6105	23.1758	23.7552	24.3491	24.9578	25.5817	26.2212	26.8767	
		\$1,764.72	\$1,808.84	\$1,854.06	\$1,900.42	\$1,947.93	\$1,996.62	\$2,046.54	\$2,097.70	\$2,150.14	
		\$45,882.72	\$47,029.84	\$48,205.56	\$49,410.92	\$50,646.18	\$51,912.12	\$53,210.04	\$54,540.20	\$55,903.64	
526	Engineering Inspector	STEPS: A	B	C	D	E	F	G	H	I	
		20.4840	20.9961	21.5210	22.0590	22.6105	23.1758	23.7552	24.3491	24.9578	
		\$1,638.72	\$1,679.69	\$1,721.68	\$1,764.72	\$1,808.84	\$1,854.06	\$1,900.42	\$1,947.93	\$1,996.62	
		\$42,606.72	\$43,671.94	\$44,763.68	\$45,882.72	\$47,029.84	\$48,205.56	\$49,410.82	\$50,646.18	\$51,912.12	
		STEPS: J	K	L	M	N	O	P	Q	R	
		25.5817	26.2212	26.8767	27.5486	28.2373	28.9432	29.6668	30.4085	31.1687	
		\$2,046.54	\$2,097.70	\$2,150.14	\$2,203.88	\$2,258.98	\$2,315.48	\$2,373.34	\$2,432.68	\$2,493.50	
		\$53,210.04	\$54,540.20	\$55,903.64	\$57,301.14	\$58,733.48	\$60,201.96	\$61,706.84	\$63,249.68	\$64,831.00	

## APPENDIX A-1

**Agreement Between the City of Pinellas Park and AFSCME Local 762**

Effective with the Payroll Period which Includes October 1, 2016

GRADE	CLASSIFICATION	2.5% between steps										
		STEPS: A	B	C	D	E	F	G	H	I		
527	Senior Automotive Mechanic	20.9959	21.5208	22.0568	22.6103	23.1756	23.7650	24.3489	24.9578	25.5815		
		\$1,679.67	\$1,721.66	\$1,764.70	\$1,808.82	\$1,854.05	\$1,900.40	\$1,947.91	\$1,996.61	\$2,046.52		
		\$43,671.42	\$44,763.16	\$45,882.20	\$47,029.32	\$48,205.30	\$49,410.40	\$50,645.66	\$51,911.86	\$53,209.52		
		STEPS: J	K	L	M	N	O	P	Q	R		
		26.2210	26.8765	27.5484	28.2371	28.9430	29.6666	30.4083	31.1685	31.9477		
		\$2,097.88	\$2,150.12	\$2,203.87	\$2,258.97	\$2,315.44	\$2,373.33	\$2,432.66	\$2,493.48	\$2,555.82		
		\$54,538.68	\$55,903.12	\$57,300.62	\$58,733.22	\$60,201.44	\$61,706.58	\$63,249.18	\$64,830.48	\$66,451.32		
		528	Automotive Equipment Specialist	STEPS: A	B	C	D	E	F	G	H	I
				21.5210	22.0590	22.6105	23.1758	23.7552	24.3491	24.9578	25.5817	26.2212
\$1,721.68	\$1,764.72			\$1,808.84	\$1,854.06	\$1,900.42	\$1,947.93	\$1,996.62	\$2,046.54	\$2,097.70		
		\$44,763.68	\$45,882.72	\$47,029.84	\$48,205.58	\$49,410.92	\$50,646.18	\$51,912.12	\$53,210.04	\$54,540.20		
				STEPS: J	K	L	M	N	O	P	Q	R
				26.8767	27.5486	28.2373	28.9432	29.6688	30.4085	31.1687	31.9479	32.7488
\$2,150.14	\$2,203.89			\$2,258.98	\$2,315.46	\$2,373.34	\$2,432.68	\$2,493.50	\$2,555.83	\$2,619.73		
		\$56,903.64	\$57,301.14	\$58,733.48	\$60,201.96	\$61,706.84	\$63,249.68	\$64,831.00	\$66,451.58	\$68,112.98		
		529	Lead Automotive Mechanic	STEPS: A	B	C	D	E	F	G	H	I
				22.0591	22.6106	23.1759	23.7553	24.3492	24.9579	25.5818	26.2213	26.8768
\$1,764.73	\$1,808.85			\$1,854.07	\$1,900.42	\$1,947.94	\$1,996.63	\$2,046.54	\$2,097.70	\$2,150.14		
		\$45,882.98	\$47,030.10	\$48,205.82	\$49,410.92	\$50,646.44	\$51,912.38	\$53,210.04	\$54,540.20	\$55,903.64		
				STEPS: J	K	L	M	N	O	P	Q	R
				27.5487	28.2374	28.9433	29.6689	30.4086	31.1688	31.9480	32.7467	33.5654
\$2,203.90	\$2,258.99			\$2,315.48	\$2,373.35	\$2,432.89	\$2,493.50	\$2,555.84	\$2,619.74	\$2,686.23		
		\$57,301.40	\$58,733.74	\$60,201.96	\$61,707.10	\$63,249.94	\$64,831.00	\$66,451.84	\$68,113.24	\$69,815.98		

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# APPENDIX A – 1 (a). PAY PLAN

Effective For Step Placement

10/1/2016 and 10/1/2017

FIRST	LAST	JOB TITLE	GRADE	10/1/2016 STEP	10/1/2017 STEP
ABDALLAH	ABDOUDOU	STORMWATER MAINT OPERATOR	509	E	F
GAVIN	ADKINS	SENIOR UTILITIES TECH	517	B	C
JOSEPH	ALTHOF	SENIOR UTILITIES TECH	517	D	F
FRED	ANDERSON	UTILITIES TECHNICIAN	512	L	N
KYLE	ARRISON	ENGINEERING INSPECTOR	526	C	D
STEVEN	AUTY	SENIOR AUTO MECHANIC	527	L	M
JOHN	BARNES II	TRAFFIC TECHNICIAN	515	F	G
GAYLE	BARNETT	RECREATION ASSISTANT	508	F	G
MELYNDA	BIRDWELL	SENIOR PARKS MAINT WORKER	515	K	L
MICHAEL	BIRK	ENGINEERING INSPECTOR	526	B	C
ANTHONY	BLAKENEY	RECREATION ASSISTANT	508	C	D
ELIJAH	BOWLING	STREETS MAINT OPERATOR	509	C	D
DAVID	BRADBURY	PARKS MAINTENANCE WORKER	509	B	C
KEVIN	BREUER	SR STORMWATER MAINT OPER	517	R	R
CHRISTINE	BRITT	RECREATION ASSISTANT	508	C	D
JOSHUA	BROWN	STREETS MAINT OPERATOR	509	A	B
RYAN	BUCK	UTILITIES TECHNICIAN	512	A	B
RYAN	BUTCHER	RECREATION ASSISTANT	508	I	J
KYLE	CARTER	UTILITIES TECHNICIAN	512	B	C
LUIS	CARVALHO	TRAFFIC TECHNICIAN	515	R	R
GARY	CHESLOCK	RECREATION ASSISTANT	508	E	F
TROY	CHISHOLM	PARKS MAINTENANCE WORKER	509	B	C
SHAWN	CLARK	SENIOR UTILITIES TECH	517	L	N
CHRISTOPHER	CODOL	UTILITY METER READER	509	D	E
JEFFREY	COKER	SR STREETS MAINT OPERATOR	517	R	R
JOSEPH	COLLIER	UTILITY METER READER	509	C	D
RICHARD	CONNOR	PARKS MAINTENANCE WORKER	509	G	H
EVERETT	CONWAY	SENIOR UTILITIES TECH	517	B	C
JOHN	COSBY	UTILITIES TECHNICIAN	512	K	L
JAMES	CRONKITE	SENIOR UTILITIES TECH	517	C	D
ANGEL	CRUZ	BUILDING MAINT SPECIALIST	514	B	C
VITO	DE BELLIS	SENIOR AUTO MECHANIC	527	H	I
JAMES	DEAN	UTILITIES TECHNICIAN	512	B	C
DAVID	DEMBISHACK	SENIOR UTILITIES TECH	517	E	G
TANYA	DONATI	RECREATION ASSISTANT	508	K	L
MATTHEW	DOUCETTE	AUTO EQUIPMENT SPECIALIST	528	L	M
THOMAS	ELLIOTT	UTILITY LOCATION TECH	512	B	C
GREGORY	ELLIS	STORMWATER MAINT OPERATOR	509	I	J
GUILLERMO	FLORES	SR STORMWATER MAINT OPER	517	B	C
BERNARD	FLOYD	STORMWATER MAINT OPERATOR	509	B	C
DAVID	FLOYD	ENGINEERING INSPECTOR	526	P	Q
TIMOTHY	FOOTE	UTILITY METER READER	509	M	N



# APPENDIX A – 1 (a). PAY PLAN

Effective For Step Placement  
10/1/2016 and 10/1/2017

FIRST	LAST	JOB-TITLE	GRADE	10/1/2016 STEP	10/1/2017 STEP
EDWARD	FOSTER	SENIOR UTILITIES TECH	517	B	C
MATTHEW	FOSTER	UTILITIES TECHNICIAN	512	B	C
CODY	GELWICK	UTILITIES TECHNICIAN	512	B	C
ROBERT	GOLDSBERRY	SR STREETS MAINT OPERATOR	517	D	F
LISA	GRAMMATICA	SENIOR PARKS MAINT WORKER	515	K	L
THOMAS	GUIDO	SENIOR RECREATION ASST	512	K	L
JASON	HICKS	UTILITIES TECHNICIAN	512	C	D
JOHN	HOPKINS	UTILITIES TECHNICIAN	512	A	B
LADISLAUS	HUNYADI III	STREETS MAINT OPERATOR	509	A	B
ERIK	JANIS	STORMWATER MAINT OPERATOR	509	B	C
PAMELA	JEROME	RECREATION ASSISTANT	508	O	P
CAMILLE	JIOVANI	RECREATION ASSISTANT	508	I	J
WAYNE	JONES	PARKS MAINTENANCE WORKER	509	B	C
LINDA	KEEN	RECREATION ASSISTANT	508	E	F
KURT	KILLENBERGER	SENIOR UTILITIES TECH	517	K	M
JAMES	KING	STORMWATER MAINT OPERATOR	509	A	B
SEAN	KLINESMITH	UTILITY METER READER	509	B	C
JOHN	KNOOP	UTILITIES TECHNICIAN	512	B	C
CHRISTOPHER	KOLONICK	SURVEY INST TECH/PARTY CH	520	M	N
ERIN	KOSPENDER	RECREATION ASSISTANT	508	C	D
RAYMOND	KRAUS	SENIOR UTILITIES TECH	517	C	D
ALLEN	LAMBERT	SR STORMWATER MAINT OPER	517	C	D
DENNIS	LANE	STORMWATER MAINT OPERATOR	509	B	C
JOSE	LOIS	SENIOR UTILITIES TECH	517	K	M
DYLAN	LUKE	UTILITIES TECHNICIAN	512	B	C
RUBEN	LUNA	PARKS MAINTENANCE WORKER	509	D	E
JACQUELYN	LYONS	SENIOR RECREATION ASST	512	G	H
STEVEN	MCKAY	SENIOR AUTO MECHANIC	527	G	H
RYAN	MENDRALA	STORMWATER MAINT OPERATOR	509	B	C
JARED	MEYER	AUTOMOTIVE MECHANIC	520	B	C
JOHN	MILTON	RECREATION ASSISTANT	508	O	P
JASON	MORRISON	PARKS MAINTENANCE WORKER	509	A	B
XINH	NGUYEN	UTILITIES TECHNICIAN	512	A	B
JOHN	PANZARELLA	PARKS MAINTENANCE WORKER	509	A	B
BRIAN	PARKER	RECREATION ASSISTANT	508	B	C
MARK	PARKER	SENIOR PARKS MAINT WORKER	515	R	R
JOSEPH	PATTON	STORMWATER MAINT OPERATOR	509	B	C
ALEXANDER	PEPPERS	RECREATION ASSISTANT	508	B	C
KENNETH	PERRY	BUILDING MAINT SPECIALIST	514	C	D
MICHAEL	PETIT	INVENTORY CONTROL CLERK	513	B	C

# APPENDIX A – 1 (a). PAY PLAN

Effective For Step Placement  
10/1/2016 and 10/1/2017

FIRST	LAST	JOB TITLE	GRADE	10/1/2016 STEP	10/1/2017 STEP
JENEISE	PFLAUMER	RECREATION ASSISTANT	508	C	D
TIN	PHAM	AUTO EQUIPMENT SPECIALIST	528	K	L
STEPHEN	POULOS	PARKS MAINTENANCE WORKER	509	B	D
MICHAEL	RITTER	SR STORMWATER MAINT OPER	517	J	K
LEA	ROBERTSON	RECREATION ASSISTANT	508	C	D
RAYMOND	RYAN	STORMWATER MAINT OPERATOR	509	D	E
RICHARD	SCARLETT	SENIOR UTILITIES TECH	517	L	N
MICHAEL	SINGLETON	RECREATION ASSISTANT	508	B	C
NEIL	SMITH	LEAD AUTO MECHANIC	529	H	I
RYAN	SPRADLING	RECREATION ASSISTANT	508	C	D
JOSEPH	STANTON	TRAFFIC TECHNICIAN	515	L	M
MICHAEL	STEWART	SR STREETS MAINT OPERATOR	517	E	G
ROBERT	STOFEL	UTILITIES TECHNICIAN	512	A	B
JASON	STRANSKY	UTILITIES TECHNICIAN	512	A	B
GARY	STRAUSS	SR STREETS MAINT OPERATOR	517	D	F
FRANCES	STRICKLAND	RECREATION ASSISTANT	508	G	H
RICHARD	SUNSERI	STREETS MAINT OPERATOR	509	E	F
ALAN	TOUCHTON	BUILDING MAINT SPECIALIST	514	R	R
TERRY	TUGGLE	SENIOR UTILITIES TECH	517	Q	R
SCOTT	VANDERVEER	SR STREETS MAINT OPERATOR	517	M	N
ARNALDO	VEGA	UTILITIES TECHNICIAN	512	D	F
FRANK	VOK	WATER QUALITY CNTRL TECH	517	R	R
NANCY	WADDLE	RECREATION ASSISTANT	508	R	R
RYAN	WASHINGTON	STREETS MAINT OPERATOR	509	B	C
VIRGIL	WILLHOITE	INVENTORY CONTROL CLERK	513	O	P
CHARLES	WILLIAMSON	ELECTRICIAN	520	B	C

# 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, 2017

		.50% GWR at Step A; 2.5% between steps									
GRADE	CLASSIFICATION	STEPS: A	B	C	D	E	F	G	H	I	
508	Recreation Assistant	13.1994	13.5294	13.8676	14.2143	14.5697	14.9339	15.3072	15.6899	16.0821	
		\$1,055.95	\$1,082.35	\$1,109.41	\$1,137.14	\$1,165.58	\$1,194.71	\$1,224.58	\$1,255.19	\$1,286.57	
		\$27,454.70	\$28,141.10	\$28,844.66	\$29,565.64	\$30,305.08	\$31,062.46	\$31,839.08	\$32,634.94	\$33,450.82	
		STEPS: J	K	L	M	N	O	P	Q	R	
509	Parks Maintenance Worker Storm Water Maintenance Operator Streets Maintenance Operator Utility Meter Reader	16.4842	16.8963	17.3187	17.7517	18.1955	18.6504	19.1167	19.5946	20.0845	
		\$1,318.74	\$1,351.70	\$1,385.50	\$1,420.14	\$1,455.54	\$1,492.03	\$1,529.34	\$1,567.57	\$1,606.76	
		\$34,287.24	\$35,144.20	\$36,023.00	\$36,923.64	\$37,846.64	\$38,792.78	\$39,762.84	\$40,756.82	\$41,775.76	
		STEPS: A	B	C	D	E	F	G	H	I	
512	Senior Recreation Assistant Utilities Technician	13.5284	13.8878	14.2143	14.5697	14.9339	15.3072	15.6899	16.0821	16.4842	
		\$1,062.35	\$1,109.41	\$1,137.14	\$1,165.58	\$1,194.71	\$1,224.58	\$1,255.19	\$1,286.57	\$1,318.74	
		\$28,141.10	\$28,844.66	\$29,565.64	\$30,305.08	\$31,062.46	\$31,839.08	\$32,634.94	\$33,450.82	\$34,287.24	
		STEPS: J	K	L	M	N	O	P	Q	R	
513	Inventory Control Clerk	16.8963	17.3187	17.7517	18.1955	18.6504	19.1167	19.5946	20.0845	20.5866	
		\$1,351.70	\$1,385.50	\$1,420.14	\$1,455.64	\$1,492.03	\$1,529.34	\$1,567.57	\$1,606.76	\$1,646.93	
		\$35,144.20	\$36,023.00	\$36,923.64	\$37,846.64	\$38,792.78	\$39,762.84	\$40,756.82	\$41,775.76	\$42,820.18	
		STEPS: A	B	C	D	E	F	G	H	I	
512	Senior Recreation Assistant Utilities Technician	14.5895	14.9337	15.3070	15.6897	16.0819	16.4839	16.8960	17.3184	17.7514	
		\$1,165.58	\$1,194.70	\$1,224.56	\$1,255.18	\$1,286.55	\$1,318.71	\$1,351.88	\$1,385.47	\$1,420.11	
		\$30,304.56	\$31,062.20	\$31,838.56	\$32,634.68	\$33,450.30	\$34,286.46	\$35,143.68	\$36,022.22	\$36,922.86	
		STEPS: J	K	L	M	N	O	P	Q	R	
513	Inventory Control Clerk	18.1952	18.6501	19.1164	19.5943	20.0842	20.5863	21.1010	21.6285	22.1682	
		\$1,455.62	\$1,482.01	\$1,529.31	\$1,567.54	\$1,606.74	\$1,646.90	\$1,688.06	\$1,730.28	\$1,773.54	
		\$37,846.12	\$38,792.26	\$39,762.06	\$40,756.04	\$41,775.24	\$42,819.40	\$43,890.08	\$44,987.28	\$46,112.04	
		STEPS: A	B	C	D	E	F	G	H	I	
513	Inventory Control Clerk	14.9339	15.3072	15.6899	16.0821	16.4842	16.8963	17.3187	17.7517	18.1955	
		\$1,194.71	\$1,224.58	\$1,255.19	\$1,286.57	\$1,318.74	\$1,351.70	\$1,385.50	\$1,420.14	\$1,455.64	
		\$31,062.46	\$31,839.08	\$32,634.94	\$33,450.82	\$34,287.24	\$35,144.20	\$36,023.00	\$36,923.64	\$37,846.64	
		STEPS: J	K	L	M	N	O	P	Q	R	
513	Inventory Control Clerk	18.6504	19.1167	19.5946	20.0845	20.5866	21.1013	21.6288	22.1695	22.7237	
		\$1,492.03	\$1,529.34	\$1,567.57	\$1,606.76	\$1,646.93	\$1,688.10	\$1,730.30	\$1,773.56	\$1,817.90	
		\$38,792.78	\$39,762.84	\$40,756.82	\$41,775.76	\$42,820.18	\$43,890.60	\$44,987.60	\$46,112.58	\$47,265.40	

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# Agreement Between the City of Pinellas Park and AFSCME Local 762

Effective with the Payroll Period which includes October 1, 2017

GRADE	CLASSIFICATION	50% GMI at Step A; 2.5% between steps	STEPS: A	B	C	D	E	F	G	H	I
514	Building Maintenance Specialist Utility Location Technician	15.3073	15.6900	16.0823	16.4844	16.8965	17.3189	17.7519	18.1957	18.6506	
		\$1,224.58	\$1,255.20	\$1,288.58	\$1,318.75	\$1,351.72	\$1,385.51	\$1,420.15	\$1,455.86	\$1,492.05	
		\$31,838.08	\$32,635.20	\$33,451.08	\$34,287.50	\$35,144.72	\$36,023.26	\$36,923.90	\$37,847.16	\$38,793.30	
		STEPS: J	K	L	M	N	O	P	Q	R	
		19.1169	19.5948	20.0847	20.5888	21.1015	21.6290	22.1697	22.7239	23.2820	
		\$1,529.35	\$1,567.58	\$1,606.78	\$1,648.94	\$1,688.12	\$1,730.32	\$1,773.58	\$1,817.91	\$1,863.38	
		\$39,763.10	\$40,757.08	\$41,778.28	\$42,820.44	\$43,891.12	\$44,988.32	\$46,113.08	\$47,265.88	\$48,447.38	
515	Senior Parks Maintenance Worker Traffic Technician	15.8899	16.0821	16.4842	16.8963	17.3187	17.7517	18.1955	18.6504	19.1167	
		\$1,255.19	\$1,286.57	\$1,318.74	\$1,351.70	\$1,385.50	\$1,420.14	\$1,455.64	\$1,492.03	\$1,529.34	
		\$32,634.94	\$33,450.82	\$34,287.24	\$35,144.20	\$36,023.00	\$36,923.84	\$37,848.64	\$38,792.78	\$39,762.84	
		STEPS: J	K	L	M	N	O	P	Q	R	
		19.5948	20.0845	20.5886	21.1013	21.6288	22.1695	22.7237	23.2918	23.8741	
		\$1,567.57	\$1,606.76	\$1,646.93	\$1,688.10	\$1,730.30	\$1,773.58	\$1,817.90	\$1,863.34	\$1,909.03	
		\$40,756.82	\$41,775.76	\$42,820.18	\$43,890.60	\$44,987.80	\$46,112.56	\$47,265.40	\$48,446.84	\$49,658.18	
517	Senior Storm Water Maintenance Operator Senior Streets Maintenance Operator Senior Utilities Technician Water Quality Control Technician	16.4841	16.8962	17.3186	17.7516	18.1954	18.6503	19.1166	19.5945	20.0844	
		\$1,318.73	\$1,351.70	\$1,385.49	\$1,420.13	\$1,455.63	\$1,492.02	\$1,529.33	\$1,567.58	\$1,606.75	
		\$34,286.96	\$35,144.20	\$36,022.74	\$36,923.38	\$37,848.38	\$38,792.52	\$39,762.68	\$40,756.88	\$41,775.50	
		STEPS: J	K	L	M	N	O	P	Q	R	
		20.5886	21.1012	21.6287	22.1694	22.7236	23.2917	23.8740	24.4709	25.0827	
		\$1,646.92	\$1,688.10	\$1,730.30	\$1,773.55	\$1,817.88	\$1,863.34	\$1,909.92	\$1,957.67	\$2,006.62	
		\$42,819.92	\$43,890.60	\$44,987.80	\$46,112.30	\$47,265.14	\$48,446.84	\$49,657.82	\$50,899.42	\$52,172.12	
520	Automotive Mechanic Electrician Survey Instrument Technician/ Party Chief	17.7517	18.1955	18.6504	19.1167	19.5948	20.0845	20.5888	21.1013	21.6288	
		\$1,420.14	\$1,455.64	\$1,492.03	\$1,529.34	\$1,567.57	\$1,606.78	\$1,646.93	\$1,688.10	\$1,730.30	
		\$36,923.84	\$37,848.64	\$38,792.78	\$39,762.84	\$40,756.82	\$41,775.76	\$42,820.18	\$43,890.60	\$44,987.80	
		STEPS: J	K	L	M	N	O	P	Q	R	
		22.1695	22.7237	23.2918	23.8741	24.4710	25.0828	25.7098	26.3526	27.0134	
		\$1,773.58	\$1,817.90	\$1,863.34	\$1,909.93	\$1,957.68	\$2,006.62	\$2,056.79	\$2,108.21	\$2,160.91	
		\$46,112.56	\$47,265.40	\$48,446.84	\$49,658.18	\$50,899.66	\$52,172.12	\$53,478.54	\$54,813.46	\$56,183.66	
526	Engineering Inspector	20.6864	21.1011	21.6286	22.1693	22.7235	23.2916	23.8739	24.4707	25.0825	
		\$1,646.91	\$1,688.09	\$1,730.28	\$1,773.54	\$1,817.88	\$1,863.33	\$1,909.91	\$1,957.66	\$2,006.60	
		\$42,819.88	\$43,890.34	\$44,987.54	\$46,112.04	\$47,264.88	\$48,446.58	\$49,657.66	\$50,898.16	\$52,171.80	
		STEPS: J	K	L	M	N	O	P	Q	R	
		25.7096	26.3523	27.0111	27.6864	28.3788	29.0891	29.8153	30.5607	31.3247	
		\$2,056.77	\$2,108.18	\$2,160.89	\$2,214.91	\$2,270.29	\$2,327.05	\$2,385.22	\$2,444.86	\$2,505.98	
		\$53,476.02	\$54,812.68	\$56,183.14	\$57,587.66	\$59,027.54	\$60,503.30	\$62,015.72	\$63,568.38	\$65,155.48	

## Agreement Between the City of Pinellas Park and AFSCME Local 762

*Effective with the Payroll Period which includes October 1, 2017*

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# **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, 2018										
GRADE	CLASSIFICATION	.75% GWI at Step A; 2.6% between steps								
		STEPS: A	B	C	D	E	F	G	H	I
508	Recreation Assistant	13.2984	13.6309	13.9717	14.3210	14.6790	15.0460	15.4222	15.8078	16.2030
		\$1,063.87	\$1,090.47	\$1,117.74	\$1,145.68	\$1,174.32	\$1,203.68	\$1,233.78	\$1,264.62	\$1,296.24
		\$27,660.62	\$28,352.22	\$29,061.24	\$29,787.68	\$30,532.32	\$31,295.68	\$32,078.28	\$32,880.12	\$33,702.24
		STEPS: J	K	L	M	N	O	P	Q	R
		16.6061	17.0233	17.4489	17.8851	18.3322	18.7905	19.2603	19.7418	20.2353
		\$1,328.65	\$1,361.86	\$1,395.91	\$1,430.81	\$1,466.58	\$1,503.24	\$1,540.82	\$1,579.34	\$1,618.82
		\$34,544.90	\$35,408.38	\$36,293.66	\$37,201.06	\$38,131.08	\$39,084.24	\$40,061.32	\$41,062.84	\$42,089.32
509	Parks Maintenance Worker Storm Water Maintenance Operator Streets Maintenance Operator Utility Meter Reader	STEPS: A	B	C	D	E	F	G	H	I
		13.6309	13.9717	14.3210	14.6790	15.0460	15.4222	15.8078	16.2030	16.6061
		\$1,090.47	\$1,117.74	\$1,145.68	\$1,174.32	\$1,203.68	\$1,233.78	\$1,264.62	\$1,296.24	\$1,328.65
		\$28,352.22	\$29,061.24	\$29,787.68	\$30,532.32	\$31,295.68	\$32,078.28	\$32,880.12	\$33,702.24	\$34,544.90
		STEPS: J	K	L	M	N	O	P	Q	R
		17.0233	17.4489	17.8851	18.3322	18.7905	19.2603	19.7418	20.2353	20.7412
		\$1,361.88	\$1,395.91	\$1,430.81	\$1,466.58	\$1,503.24	\$1,540.82	\$1,579.34	\$1,618.82	\$1,659.30
		\$35,408.38	\$36,293.66	\$37,201.06	\$38,131.08	\$39,084.24	\$40,061.32	\$41,062.84	\$42,089.32	\$43,141.80
512	Senior Recreation Assistant Utilities Technician	STEPS: A	B	C	D	E	F	G	H	I
		14.6790	15.0460	15.4219	15.8074	16.2028	16.6077	17.0228	17.4485	17.8847
		\$1,174.30	\$1,203.68	\$1,233.75	\$1,264.59	\$1,296.21	\$1,328.62	\$1,361.83	\$1,395.88	\$1,430.78
		\$30,531.80	\$31,295.18	\$32,077.50	\$32,879.34	\$33,701.46	\$34,544.12	\$35,407.58	\$36,292.88	\$37,200.28
		STEPS: J	K	L	M	N	O	P	Q	R
		18.3318	18.7901	19.2598	19.7414	20.2349	20.7408	21.2593	21.7908	22.3366
		\$1,466.54	\$1,503.21	\$1,540.79	\$1,579.31	\$1,618.79	\$1,659.26	\$1,700.74	\$1,743.26	\$1,786.85
		\$38,130.04	\$39,083.46	\$40,060.54	\$41,062.06	\$42,088.54	\$43,140.76	\$44,219.24	\$45,324.76	\$46,458.10
513	Inventory Control Clerk	STEPS: A	B	C	D	E	F	G	H	I
		16.0469	16.4220	16.8076	17.2028	17.6079	18.0231	18.4487	18.8849	19.3320
		\$1,203.67	\$1,233.76	\$1,264.61	\$1,296.22	\$1,328.63	\$1,361.85	\$1,395.90	\$1,430.79	\$1,466.56
		\$31,295.42	\$32,077.76	\$32,879.86	\$33,701.72	\$34,544.38	\$35,408.10	\$36,293.40	\$37,200.54	\$38,130.56
		STEPS: J	K	L	M	N	O	P	Q	R
		18.7903	19.2801	19.7416	20.2351	20.7410	21.2595	21.7910	22.3358	22.8942
		\$1,503.22	\$1,540.81	\$1,579.33	\$1,618.81	\$1,659.28	\$1,700.76	\$1,743.28	\$1,786.86	\$1,831.54
		\$39,083.72	\$40,081.06	\$41,082.58	\$42,089.06	\$43,141.28	\$44,219.76	\$45,325.28	\$46,458.36	\$47,620.04
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# **Agreement Between the City of Pinellas Park and AFSCME Local 762**

*Effective with the Payroll Period which Includes October 1, 2018*

GRADE	CLASSIFICATION	7.5% GMI at Step A; 2.5% between steps									
		STEPS: A	B	C	D	E	F	G	H	I	
514	Building Maintenance Specialist	15.4221	15.8077	16.2029	16.6080	17.0232	17.4488	17.8850	18.3321	18.7904	
	Utility Location Technician	\$1,233.77	\$1,284.62	\$1,298.23	\$1,328.84	\$1,361.88	\$1,395.90	\$1,430.80	\$1,466.57	\$1,503.23	
		\$32,078.02	\$32,880.12	\$33,701.98	\$34,544.84	\$35,408.38	\$36,293.40	\$37,200.80	\$38,130.82	\$39,083.98	
		STEPS: J	K	L	M	N	O	P	Q	R	
		19.2602	19.7417	20.2352	20.7411	21.2596	21.7911	22.3359	22.8943	23.4687	
		\$1,540.82	\$1,579.34	\$1,618.82	\$1,659.29	\$1,700.77	\$1,743.29	\$1,786.87	\$1,831.54	\$1,877.34	
		\$40,061.32	\$41,062.84	\$42,089.32	\$43,141.54	\$44,220.02	\$45,325.54	\$46,458.62	\$47,620.04	\$48,810.84	
515	Senior Parks Maintenance Worker	15.8076	16.2028	16.6079	17.0231	17.4487	17.8849	18.3320	18.7903	19.2601	
	Traffic Technician	\$1,284.61	\$1,298.22	\$1,328.63	\$1,361.85	\$1,395.90	\$1,430.79	\$1,466.56	\$1,503.22	\$1,540.81	
		\$32,879.88	\$33,701.72	\$34,544.38	\$35,408.10	\$36,293.40	\$37,200.54	\$38,130.56	\$39,083.72	\$40,061.06	
		STEPS: J	K	L	M	N	O	P	Q	R	
		19.7416	20.2351	20.7410	21.2585	21.7910	22.3358	22.8942	23.4686	24.0533	
		\$1,579.33	\$1,618.81	\$1,659.28	\$1,700.76	\$1,743.28	\$1,786.86	\$1,831.54	\$1,877.33	\$1,924.28	
		\$41,062.58	\$42,089.06	\$43,141.28	\$44,219.76	\$45,325.28	\$46,458.36	\$47,620.04	\$48,810.58	\$50,030.78	
517	Senior Storm Water Maintenance Operator	16.6077	17.0229	17.4485	17.8847	18.3318	18.7901	19.2599	19.7414	20.2349	
	Senior Streets Maintenance Operator	\$1,328.62	\$1,361.83	\$1,395.88	\$1,430.78	\$1,466.54	\$1,503.21	\$1,540.79	\$1,579.31	\$1,618.79	
	Senior Utilities Technician	\$34,544.12	\$35,407.58	\$36,292.88	\$37,200.28	\$38,130.04	\$39,083.48	\$40,060.54	\$41,062.06	\$42,088.54	
	Water Quality Control Technician	STEPS: J	K	L	M	N	O	P	Q	R	
		20.7408	21.2593	21.7908	22.3356	22.8940	23.4684	24.0531	24.6544	25.2708	
		\$1,659.28	\$1,700.74	\$1,743.26	\$1,786.85	\$1,831.52	\$1,877.31	\$1,924.25	\$1,972.35	\$2,021.88	
		\$43,140.76	\$44,219.24	\$45,324.76	\$46,458.10	\$47,619.52	\$48,810.06	\$50,030.50	\$51,281.10	\$52,563.18	
520	Automotive Mechanic	17.8848	18.3319	18.7902	19.2600	19.7415	20.2350	20.7409	21.2594	21.7909	
	Electrician	\$1,430.78	\$1,466.55	\$1,503.22	\$1,540.80	\$1,579.32	\$1,618.80	\$1,659.27	\$1,700.75	\$1,743.27	
	Survey Instrument Technician/ Party Chief	\$37,200.28	\$38,130.30	\$39,083.72	\$40,060.80	\$41,062.32	\$42,088.80	\$43,141.02	\$44,219.50	\$45,325.02	
		STEPS: J	K	L	M	N	O	P	Q	R	
		22.3357	22.8941	23.4686	24.0532	24.6545	25.2709	25.9027	26.5503	27.2141	
		\$1,786.86	\$1,831.53	\$1,877.32	\$1,924.28	\$1,972.36	\$2,021.67	\$2,072.22	\$2,124.02	\$2,177.13	
		\$46,458.36	\$47,619.78	\$48,810.32	\$50,030.78	\$51,281.38	\$52,563.42	\$53,877.72	\$55,224.52	\$56,605.38	
526	Engineering Inspector	20.7408	21.2593	21.7908	22.3356	22.8940	23.4684	24.0531	24.6544	25.2708	
		\$1,659.28	\$1,700.74	\$1,743.26	\$1,786.85	\$1,831.52	\$1,877.31	\$1,924.25	\$1,972.35	\$2,021.88	
		\$43,140.76	\$44,219.24	\$45,324.76	\$46,458.10	\$47,619.52	\$48,810.06	\$50,030.50	\$51,281.10	\$52,563.18	
		STEPS: J	K	L	M	N	O	P	Q	R	
		25.9026	26.5502	27.2140	27.8944	28.5918	29.3066	30.0393	30.7903	31.5601	
		\$2,072.21	\$2,124.02	\$2,177.12	\$2,231.55	\$2,287.34	\$2,344.53	\$2,403.14	\$2,463.22	\$2,524.81	
		\$53,877.48	\$55,224.52	\$56,605.12	\$58,020.30	\$59,470.84	\$60,957.78	\$62,481.64	\$64,043.72	\$65,645.08	

# **Agreement Between the City of Pinellas Park and AFSCME Local 762**

Effective with the Payroll Period which Includes October 1, 2018

		7.5% CBA at Step A; 2.5% between steps									
GRADE	CLASSIFICATION	STEPS: A	B	C	D	E	F	G	H	I	
527	Senior Automotive Mechanic	21,2592	21,7907	22,3355	22,8839	23,4662	24,0529	24,6542	25,2708	25,9024	
		\$1,700.74	\$1,743.26	\$1,786.84	\$1,831.51	\$1,877.30	\$1,924.23	\$1,972.34	\$2,021.65	\$2,072.19	
		\$44,219.24	\$45,324.78	\$46,457.84	\$47,619.28	\$48,809.80	\$50,029.98	\$51,280.84	\$52,562.90	\$53,876.94	
		STEPS: J	K	L	M	N	O	P	Q	R	
		26,5500	27,2138	27,8941	28,5915	29,3063	30,0390	30,7900	31,5598	32,3488	
		\$2,124.00	\$2,177.10	\$2,231.53	\$2,287.32	\$2,344.50	\$2,403.12	\$2,463.20	\$2,524.78	\$2,587.90	
		\$55,224.00	\$56,604.60	\$58,019.78	\$59,470.32	\$60,957.00	\$62,481.12	\$64,043.20	\$65,644.28	\$67,285.40	
528	Automotive Equipment Specialist	21,7908	22,3356	22,8840	23,4664	24,0531	24,6544	25,2708	25,9026	26,5502	
		\$1,743.26	\$1,786.85	\$1,831.52	\$1,877.31	\$1,924.25	\$1,972.35	\$2,021.68	\$2,072.21	\$2,124.02	
		\$45,324.76	\$46,458.10	\$47,619.52	\$48,810.06	\$50,030.50	\$51,281.10	\$52,563.16	\$53,877.46	\$55,224.52	
		STEPS: J	K	L	M	N	O	P	Q	R	
		27,2140	27,8944	28,5918	29,3068	30,0393	30,7903	31,5601	32,3491	33,1578	
		\$2,177.12	\$2,231.55	\$2,287.34	\$2,344.53	\$2,403.14	\$2,463.22	\$2,524.81	\$2,587.93	\$2,652.62	
		\$56,605.12	\$58,020.30	\$59,470.84	\$60,957.78	\$62,481.64	\$64,043.72	\$65,645.08	\$67,288.18	\$68,968.12	
529	Lead Automotive Mechanic	22,3357	22,8941	23,4665	24,0532	24,6545	25,2709	25,9027	26,5603	27,2141	
		\$1,786.88	\$1,831.53	\$1,877.32	\$1,924.26	\$1,972.36	\$2,021.67	\$2,072.22	\$2,124.02	\$2,177.13	
		\$46,458.36	\$47,619.78	\$48,810.32	\$50,030.76	\$51,281.36	\$52,563.42	\$53,877.72	\$55,224.52	\$56,605.38	
		STEPS: J	K	L	M	N	O	P	Q	R	
		27,8946	28,5919	29,3067	30,0394	30,7904	31,5602	32,3492	33,1579	33,9868	
		\$2,231.58	\$2,287.35	\$2,344.54	\$2,403.15	\$2,463.23	\$2,524.82	\$2,587.94	\$2,652.63	\$2,718.94	
		\$58,020.58	\$59,471.10	\$60,958.04	\$62,481.90	\$64,043.98	\$65,645.32	\$67,286.44	\$68,968.38	\$70,692.44	



## APPENDIX B. 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 – Summary of Grievance

(include paragraph and Article of the contract allegedly violated as well as the date, time and location. If appropriate, give names of witnesses.)

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

Employee Signature and date

Union representative Signature and date

Election of Union representation:

☐ Yes

☐ No

AFSCME Local 762 representation:

☐ Yes

☐ No

### Part II – Action at Step 1 (Division Director)

Name of Division Director	Date Received	Date of meeting with employee
<b>Employee acceptance</b> <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.	<b>Signature of management representative and date</b>  	
<b>Signature and date</b>  	<b>Signature of union representative and date</b>  	

For use of this form refer to Article 11 of the Collective Bargaining Agreement  
between the City of Pinellas Park and AFSCME Local 762.

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## Employee Grievance Form (Continued)

### Part III – Action at Step 2 (Department Administrator)

Name of Department Administrator	Date Received	Date of meeting with employee
Employee acceptance <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.		Signature of management representative and date
Signature and date		Signature of union representative and date

### Part IV – Action at Step 3 (City Manager)

Name of City Manager	Date Received	Date of meeting with employee
Employee acceptance <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 arbitration.		Signature of management representative and date
Signature and date		Signature of union representative and date

For use of this form refer to Article 11 of the Collective Bargaining Agreement  
between the City of Pinellas Park and AFSCME Local 762.

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## **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.